### SUBJECT

Idaho College and Career Readiness Academy Charter Petition (1<sup>st</sup> Hearing)

## **APPLICABLE STATUTE, RULE, OR POLICY**

I.C. § 33-5205

### BACKGROUND

Idaho College and Career Readiness Academy (IDCCRA) is a proposed new statewide virtual public charter high school.

### DISCUSSION

IDCCRA's petition is for the establishment of a new virtual public charter school serving students in grades 9 through 12 throughout the state of Idaho. IDCCRA would contract with K12 for management and curriculum services. The proposed school's educational program would focus on the provision of occupational knowledge to prepare students specifically for post-secondary professional-technical coursework.

The IDCCRA petition indicates that the proposed school's uniqueness centers around its provision of a preparatory occupational or professionaltechnical education through virtual means. The petition states that "the IDCCRA program will offer students 4 years of occupational training in an industry strand of their choice: manufacturing, web design, business, or health." The petition further refers to required "occupational coursework" comprising introductory, foundations, focus, and capstone phases.

The petition does not yet contain a clear description of the extent and means by which IDCCRA will provide occupational coursework in a virtual environment. However, PCSC staff's conversation with the petitioners indicates the following:

- 1. IDCCRA does not believe it would have the capacity to operate a complete, professional-technical school or program sanctioned by the Idaho Division of Professional-Technical Education. Instead, the proposed school would offer a scaled-back version of a typical PTE program limited to the types of coursework that can be effectively delivered through virtual means.
- 2. IDCCRA does not currently have a well-developed plan for delivery of occupational coursework in each of the specified industry strands. The petitioners will work to clarify what courses would be provided, by whom they will be developed (K12 and institutional partnerships are possibilities), and when they would be available.

3. Because IDCCRA's occupational offerings would not have the qualityassurance backing of the Idaho Division of Professional-Technical Education, the petitioners will work to clarify what assessment tools would be used to evaluate the proposed school's effectiveness in fulfilling its mission.

IDCCRA has expressed willingness to clarify the nature of its proposed educational program and specify plans for that program's implementation. The Petition Evaluation Rubric and in-text petition comments included with these materials cite additional issues yet to be addressed.

Based on information provided by the petitioners and gathered by PCSC staff, it is unclear whether IDCCRA would be able to enroll a sufficient number of students to represent a viable school choice option:

- 1. Statewide, combined virtual school enrollment has remained stagnant at just over 5,000 students for the past three years. This data implies that Idaho's existing virtual school options may be adequate for the number of students statewide who are interested in and prepared to be educated in a fully virtual environment.
- 2. Only about 20 families have indicated interest in enrolling at IDCCRA despite extensive outreach activities (see petition appendix 13). However, the school's Educational Products and Services agreement with K12 would protect the school from ending any fiscal year in a negative net asset position (within certain limits specified in the Agreement, Section 4).

### IMPACT

If the PCSC approves the petition, the PCSC and school will have 75 days in which to execute a performance certificate.

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.

The PCSC may elect to delay a decision on the petition by presenting IDCCRA with a written response identifying the specific deficiencies in the petition. The petitioners would be given 30 days to revise the petition, and the PCSC would have 45 days after receipt of the revision to hold a second hearing. Pursuant to I.C. §33-5205(2)(c), the PCSC must make its approval or denial decision "based upon whether the petitioners have adequately addressed the specific deficiencies identified in the authorized chartering entity's written response, or based upon any other changes made to the petition, and upon no other criteria."

## STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to I.C. §33-5205(1) "The purpose of the charter petition is to present the proposed public charter school's academic and operational vision and plans, demonstrate the petitioner's capacities to execute the proposed vision and plans and provide the authorized chartering entity a clear basis for assessing the applicant's plans and capacities." Future authorizing decisions will be based on the terms of the school's performance certificate, rather than the charter itself. For this reason, the petition need not address every potential academic, operational, financial, and compliance matter that could arise.

Staff recommends that the PCSC carefully consider whether the petition clearly represents a unique and effective educational model with an adequate target market.

### COMMISSION ACTION

A motion to approve the petition for Idaho College and Career Readiness Academy.

### OR

A motion to deny the petition for Idaho College and Career Readiness Academy on the following grounds:

### OR

A motion to delay the decision and direct staff to issue Idaho College and Career Readiness Academy a written response identifying the specific deficiencies in the petition, including:

- Items already identified on the Petition Evaluation Rubric and intext comment included in these meeting materials and/or
- The following item(s): \_\_\_\_\_\_

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_

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October 2, 2013

To: Idaho Charter School Commission

From: Kerry Wysocki

Dear Commissioners:

Per a recommendation from Tamara Baysinger, we are presenting this letter in reference to two topics relative to our charter school petition:

- The references to Board oversight of contractors
- The bylaw recommendations

The IDCCRA Board recognizes the Commission concerns regarding board oversight. That said, we want to provide our assurances that the IDCCRA Board maintains governing authority over the school. We will ensure that all contracts and agreements entered into on behalf of IDCCRA will be legal, designed to provide the services be contracted to fulfill specific purposes. Further, the IDCCRA Board always has the authority to determine whether to continue its relationship with K12 or any other 3<sup>rd</sup> party educational provider.

The IDCCRA Board and legal counsel have also taken the time to review the staff recommendations for updating the IDCCRA bylaws. As a result of the staff recommendations, we have made significant modification to our bylaws, but there are some recommendations that we have chosen not to implement. We believe that this is in the best interest of IDCCRA. The bylaws are intended to be a general, overall governing document for the non-profit organization that operates the school. We do not believe that it is appropriate to provide some of the details suggested by the staff. Further, because of the unique nature of this school (being a state-wide, professional/technical virtual charter school), we feel that the bylaws provide for adequate governance of the school and including the necessary flexibility to ensure that the school can be managed effectively. The Board wants to assure the Commission that it fully intends to comply with all legal requirements of the state of Idaho, including full compliance with the Open Meetings Act, Public Records laws and all conflict of interest restrictions.

We appreciate the opportunity to submit this letter and would welcome any questions regarding concerns of the commissioners relative to these topics.

Sincerely, Kerry L'Myrochin Kerry Wysocki

IDCCRA Board Chair

# PUBLIC CHARTER SCHOOL PETITION EVALUATION RUBRIC

Name of school: Idaho College and Career I	Readiness Academy (IDCCRA) Previous name: <u>N/A</u>	
File Number: 2013-02 Date petiti	on originally submitted to PCSC office: 07-25-2013	Date "considered received": 08-15-2013
Date of this revision's submission: <u>09-11-20</u>	D13 Date of this review: <u>10-1-2013</u>	
Date(s) of previous review(s) of this petition	n: <u>08-16-2013</u>	
Means by which petition came to PCSC:		
Virtual School		
Referred by School District:		
(Reason:		)
Filed by petitioner after withdra	wal from school district:	
Transfer of district-authorized ch	narter school:	
SBOE redirected petition for con	sideration by PCSC	

### Using the Public Charter School Petition Evaluation Rubric

This rubric provides the Public Charter School Commission with a means of evaluating the quality of the application and communicating its findings to petitioning groups. Quality indicators are provided for each petition component. All components listed in the rubric are required by the PCSC. A petition that sufficiently addresses an indicator will score either a "2" or a "3" for that indicator. Only petitions that score a "2" or above on ALL indicators for ALL components will be eligible for approval.

Current placement on the rubric is represented by yellow highlighting. Additional guidance may be found in the Comments column, as well as the General Comments below each section.

Please see PCSC Policy Section II.B for requirements related to the submission of petitions and petition and revisions.

### TABLE OF CONTENTS

#### PRE ITEMS – PETITION COVER PAGE AND TABLE OF CONTENTS

#### TAB 1

EXECUTIVE SUMMARY VISION AND MISSION STATEMENTS

#### **TAB 2**

PROPOSED OPERATIONS POTENTIAL EFFECTS TARGET MARKET FACILITIES SUMMARY ADMINISTRATIVE SERVICES

#### TAB 3

EDUCATIONAL PHILOSOPHY EDUCATIONAL PROGRAM GOALS EDUCATIONAL THOROUGHNESS STANDARDS SPECIAL EDUCATION SERVICES DUAL ENROLLMENT

#### TAB 4

MEASURABLE STUDENT EDUCATIONAL STANDARDS (MSES) METHODS OF MEASURING STUDENT PROGRESS ACCREDITATION ACCOUNTABILITY AND SCHOOL IMPROVEMENT

#### TAB 5

GOVERNANCE PARENTAL INVOLVEMENT AUDITS

#### TAB 6

Employee Qualifications Health and Safety Student Discipline Employees: Benefits, Status, Contracts

#### TAB 7

Admission Procedures Alternatives (ONLY for Schools Converting from Traditional) Enrollment Opportunities Student Handbook Reference

#### **TAB 8**

BUSINESS PLAN: DESCRIPTION, MARKETING, MANAGEMENT, FINANCES TRANSPORTATION NUTRITION

#### TAB 9 (VIRTUAL ONLY)

#### **TAB 10**

BUSINESS ARRANGEMENTS AND PARTNERSHIPS TERMINATION / CLOSURE PLAN

#### **APPENDICES**

**ARTICLES AND BYLAWS ELECTOR SIGNATURES CHARTER START WORKSHOP ATTENDANCE** BOARD RESUMES AND PETITIONING GROUP LIST **CONTRACTS, LEASES AND AGREEMENTS BUDGET ASSUMPTIONS AND SUPPORTING DOCUMENTS PRE-OPENING BUDGET** THREE-YEAR OPERATING BUDGETS **FIRST YEAR CASH FLOW FACILITIES DETAILS PRE-OPENING TIMELINE** STAFF PROFESSIONAL DEVELOPMENT AND EVALUATION **OUTREACH ACTIVITIES** INTERESTED FAMILY LIST **STUDENT HANDBOOK OTHER APPENDICES** 

#### **GENERAL QUALITY INDICATORS**

#### **GENERAL COMMENTS ON PETITION**

#### ALL ITEMS ARE HYPERLINKED - IN WORD, CONTROL+CLICK TO ACTIVATE

### Cover Page and Table of Contents

The cover page must include the information listed in IDAPA 08.03.01.401.01. The Table of Contents shall begin on page 2 of the petition pursuant to IDAPA 08.03.01.401.02.

	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3	Comments
Cover Page	Cover page does not contain all required elements.		Cover page contains all required elements.	Cover page contains all required elements, is professionally formatted, and clearly reflects the submission date of the current version.	
Table of Contents	Table of contents is poorly organized, incomplete, or inaccurate.	Table of contents contains few, minor errors.	Table of contents is well- organized and page numbers are accurate.	Table of contents is well- organized, with accurate page numbers and hyperlinks to each tab.	Table of Contents and Appendices include hyperlinks (in the Word version of the narrative, these must be activated through CTRL+click).

RETURN TO TABLE OF CONTENTS

### General Comments regarding Cover Page and Table of Contents:

We highly recommend that you include hyperlinks in the Table of Contents of your narrative (even in the Word version) so the petition can be easily navigated. Also, please note that some of your page number references in the Table of Contents are incorrect.

Please see the Notes for individual measures above and the in-petition comments and questions for additional details.

Tab 1 See ID	Tab 1 See IDAPA 08.03.01.401.03							
	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3	Comments			
Executive Summary	Executive summary is not included.	Executive summary provides an incomplete or unappealing case for the school.	Executive summary succinctly introduces: school concept; community need and interest; motivation and collective qualification of petitioning group; and how success of the school will be defined.		As was true when the petition was previously reviewed, the Executive Summary does not include adequate information about: 1) community interest in the school; 2) the motivation of the board / petitioning group to start this school (why?); the collective qualification of the board / petitioning group.			

Vision statemen provided.	express a cl	ear, focused, and clear, focu	le purpose for the	Vision statement clearly translates into achievable goals, selected curriculum, operational methods, and school culture.	The vision statement is still very broad – it still doesn't describe the type of school that you want IDCCRA to be. The vision can (and often is) longer than the
ents					mission, so it is fine if you add content in order to provide a
Aission statem provided.	focus on ed	y to result in tudent in increase	ty educational as is likely to result ed student	Research is cited to support the outcomes and expectations identified in the mission statement.	clearer picture. The mission is still vague. The mission should concisely (in app 1-3 sentences) describe what kind of school IDCCRA will be (the basics) and the results you plan to achieve. The mission still makes it difficult for me to understand the type / approach of the school and the skills you are hoping to have students achieve. See in- petition comments / questions for additional guidance. PCSC staff are also willing to help you think through how to describe your mission. RETURN TO TABLE OF CONTENTS

#### General Comments regarding Tab 1:

Your Executive Summary was improved by the addition of the introductory paragraphs (though some of sentences are written in a way that is confusing / difficult to understand). However, the section is still lacking content about why this board is motivated to start this school; you seem to get at this a little bit, but it's not clear whether you are making a case for the school or demonstrating the board's motivation. Additionally, the heart of the educational program should be clear in this section --- it appears that you plan to be a PTE school, since PTE and career/ technical skills are all that is mentioned in terms of the approach. Is that correct? Also, the Executive Summary does not yet include information about any demonstrated community interest in the school (families, partners, etc.) or the overall qualifications of the board / petitioning group. These items were identified in the previous review, but they have not been addressed.

Similarly, though the vision and mission were revised slightly, they are still vague. Together, the mission and vision should provide the reader with a clear understanding of the type of school this will be, and they do not. For instance, neither the mission nor vision states that this will be a virtual school or the primary / overarching educational approach (ie. PTE?). Please contact the PCSC staff if you need additional guidance in considering what should / should not be included in your vision and mission statements.

Please see the Notes for individual measures above and the in-petition comments and questions for additional details.

Tab 2								
See IDA	See IDAPA 08.03.01.401.04							
	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3	Comments			
Proposed Operations	Proposed operations are not addressed or are noncompliant.	Proposed operations are addressed in insufficient details.	Proposed operations are summarized, including: legal status, location, enrollment, student demographics, organizational structure, and educational method.	Proposed operations section identifies where in the petition items are addressed in additional detail.	The proposed operations section should provide a summary of where and how you plan to operate your school (in contract w/ K12, etc.) and references to the other tabs (5, 8) where additional info can be found.			
Potential Effects	Potential effects are not addressed.	Potential effects are addressed in insufficient detail.	Potential effects address the impact of the proposed school on local and neighboring school districts, as well as the community. Demographic and fiscal impact information is included with source material referenced.	Comments from affected districts are included by reference to the appendix.	Though this section is improved, additional details are needed. See in-petition comments.			
Target Market	Primary attendance area is not addressed.	Primary attendance area is insufficiently clear or appears inappropriate for the school's targeted mission, enrollment, or demographic.	Primary attendance area is clearly described and appears appropriate.	Map of attendance area is included as an appendix and boundaries are clearly explained. Documentation demonstrates that the attendance area is appropriate.	The school is virtual and the attendance area includes the entire state, so a map is unnecessary / not recommended.			
Targe	Level of market interest in the school is not addressed.	Level of market interest in the school is insufficient or insufficiently demonstrated.	Petition sufficiently demonstrates and documents interest in and demand for the school.	Aggregate demographic data regarding families interested in enrollment is included by reference to the appendix.	The petition states that 20 families have communicated interest. This number appears to be insufficient for the desired first year enrollment of 200-250 students.			
Facilities Summary	Petition does not include a facilities summary or references to appropriate appendices with facilities options details.	Petition includes a facilities summary and appropriate references to appendices, but summary is vague or incomplete.	Petition includes a facilities summary and appropriate references to appendices with details. Facilities summary includes basic information about the three facility options.	Petition includes a facilities summary and appropriate references to appendices. Facilities summary includes clear, concise information about the facility options including location and total projected cost, and a plan for how alternative spaces will be identified if any of proposed options become unfeasible.				

Admin Services	Administrative services are not clearly defined.	Administrative services plans are weak or unrealistic.	Administrative services are clearly addressed and appropriate for school size.	Organization chart is provided to illustrate administrative structure.	An organizational charter is provided in Tab 2. Additional information about how administrative services fits into the governance of the school is included in Tab 5 (governance) and referenced in Tab 2.
Civil Liability	Potential civil liability effects are not addressed.	Potential civil liability effects require additional clarification or explanation.	Potential civil liability effects on the school, authorizer, and local district(s) are clearly addressed and in compliance with statute.		
Insurance	A list of the types of insurance to be obtained is not provided.	The petition lists the types of insurance that will be provided, but omits one or more required policies.	The petition lists all the types of insurance that must be provided.	The petition commits to obtaining Errors and Omissions insurance, which is recommended but not required.	
					RETURN TO TABLE OF CONTENTS

### General Comments regarding Tab 2:

The proposed operations and potential effects sections still need additional information. Please see the Notes for individual measures above and the in-petition comments and questions for additional details.

Tab 3 See ID	Tab 3 See IDAPA 08.03.01.401.05						
	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3	Comments		
Educational Philosophy	Description of "educated person" is not included.	Description of "educated person" does not clearly relate to school's vision, mission, and/or instructional model.	Description of "educated person" clearly relates to school's vision, mission, and instructional model.	Description of "educated person" is supported by research.	The description of an "educated person" relates to the mission, but it does not provide enough depth or detail. It should offer a clear, comprehensive overview of the philosophical views of the petitioners. This section still lacks clarity regarding the specific traits and skills you believe a person must have to be considered educated in the 21 <sup>st</sup> century.		

	Explanation of "how learning best occurs" is not included.	Explanation of "how learning best occurs" does not clearly relate to the school's vision, mission, and/or instructional model.	Explanation of "how learning best occurs" clearly relates to the school's vision, mission, and instructional model.	Explanation of "how learning best occurs" is supported by research.	The how learning best occurs section is well-written and clear. It seems to relate to the school's vision, mission and instructional model so it is being set at Meets standards. However, it should be noted that the vision and mission need additional revision, so if / when they are revised, this section may also need to be changed to maintain alignment and keep a Meets standards ranking.
gram	It is unclear how the educational program relates to the vision and mission.	The description of the educational program attempts to address its relationship to the vision and mission, but additional development is required.	The description of the educational program directly relates to and supports the vision and mission.		The Educational Program section is still under-developed. Many of the recommendations and questions that were included in the 8-16-13 review through in-petition comments were not addressed. Please see additional comments about the educational program section on the following page.
Educational Program	Educational program fails to offer a choice currently unavailable or insufficiently accessible in the community.		Educational program offers a choice currently unavailable or insufficiently accessible in the community.		The Educational Program section should clearly outline the type of school you want to open; the overall model / framework you want to use; and the specific approaches, services, and curriculum that will make IDCCRA
	Description of educational program does not include an explanation of the instructional practices and/or curriculum.	Description of educational program does not provide a clear picture of the school's plan.	Description of educational program includes instructional practices and curriculum, and illustrates for non-educators how the school will address academics.	Description of educational program is detailed and includes explanations and examples of the instructional practices and types of curriculum to be used.	curriculum that will make IDCCRA unique. Per previous my previous recommendations, the essential elements of your educational program should be clear, and their connection to each other should be well-explained. It may help if you re-structure the

	Educational program does not appear to be developed around research-based elements.	Educational program is indicated to be developed around research-based elements, but specifics are not provided.	Educational program is developed around research- based elements and references are provided.	Research-based educational program / elements of program have a record of success in other schools, which will directly assist implementation at the proposed new school.	section, with Educational Program as a main header, then an introduction that outlines the overarching / connecting / overall concept of the educational program (PTE?) and then sub- sections (with sub-headers) that describe the essential elements of your program.
Educational Program (continued)					The reader should be able to easily understand what type of school you want to open, not just in terms of type (ie. virtual), but in terms of philosophy and methodology. Currently, the section is chopping and lacking introductions, connections, and depth, so I can't yet really describe the school.
ational P					References to research regarding proven practices you will use should be included.
Educ					Also, given the # of virtual schools we already have in ID, you should demonstrate how your program is unique / innovative and, therefore, offering a choice not currently available.
	The petition does not address Common Core and/or the Idaho State Standards.	The petition reflects incomplete understanding of Common Core and/or the Idaho State Standards or fails to address how the school will ensure its educational program will align with Common Core and the Idaho State Standards.	The petition reflects strong understanding of Common Core and the Idaho State Standards and addresses the means by which the educational program will align with Common Core and the Idaho State Standards.	The petition includes a specific plan and timeline for ensuring alignment of the educational program with Common Core and the Idaho State Standards.	

Educational Program (continued)	Curriculum framework is not provided.	Curriculum framework is addressed but incomplete or poorly aligned with mission and goals.	Curriculum framework is clear and aligned with mission and goals.		There is some info about curriculum, but it does not appear to be complete and it is not yet clear how the pieces connect to each other or to the mission, vision, or overall educational approach. You may want to consider providing a detailed curriculum framework as an appendix and then use the educational program to summarize it / show how fits with the big picture.
Educa	Graduation requirements are not adequately addressed.		If proposed school will offer high school grades, petition states that the school's graduation requirements will align with those of the state.		
Goals	Goals of the educational program are not included.	Goals are poorly stated, too vague or not demonstrative of logical outcomes for the educational program.	Goals convey the overarching outcomes of the educational program and reflect high standards for the target population. Goals and MSES stated in Tab 4 can be logically connected.	Goals are clearly tied to reliable research and data.	A goals section was added, but the goals are not overarching. Instead, they include specific, numerical targets. Also, they are not well-tied to the school's specific, unique educational program.
	Goals do not clearly align with the vision and mission.		Goals clearly align with the vision and mission.		The goals do not clearly align with the mission and vision. There are 2 reasons for this: a) IDCCRA's vision and mission statements are currently broad and hard to link to the educational program or outcomes; b) the goals outlined in Tab 3 are generic – none of them are unique expectations for this school (vs. any public school).
	Petition does not include stated strategies for reaching identified goals.	Petition includes stated strategies; however, the selected strategies are not well-connected to the educational program or are not backed by evidence of their effectiveness.	Stated strategies for reaching identified goals are clearly connected to the educational program and include research- based components.	Stated strategies for reaching identified goals include research-based components and are demonstrably effective for the target demographic.	The goals section states the goals, but does not outline the strategies IDCCRA will use to accomplish them. See in-petition comments for an example.

oroughness rds	Methods for addressing educational thoroughness standards are not included.	Educational thoroughness standards are addressed, but the means by which they will be fulfilled is unclear or insufficient.	Explanation of the means by which all educational thoroughness standards will be fulfilled includes specific strategies.		
Educational Thoroughness Standards	Methods for addressing educational thoroughness standards do not reflect mission and goals.	Methods for addressing educational thoroughness standards inadequately reflect mission and goals.	Methods for addressing educational thoroughness standards clearly reflect mission and goals.		Though there is an attempt to align the thoroughness standards to the mission, without a clear mission and educational program goals, alignment cannot be easily determined.
	Petition does not state that the school will adopt the SDE's Special Education Manual.		Petition states that the school will adopt the SDE's Special Education Manual.		
es	No process is in place to identify special needs students and provide the services they require or plan is non-compliant.	Plan for identifying and serving special needs students is incomplete.	Strong, compliant plan for identifying and serving special needs students is in place and considers the following: IDEA, 504, FAPE, IEPs, and RTI intervention strategies.	Strategies and interventions reflect how special education services will be enhanced by the school's mission.	
Special Education Services	Staffing allocations for special education are not addressed.	Staffing allocations for special education appear insufficient.	Staffing allocations for special education appear adequate. Plans consider contracting for particular services if necessary.		The special education staffing allocations seem appropriate. However, I'm assuming that when you list 1.1, 1.2, 1.3 FTE in the budget that you may be including part-time aides? Please make that clear in the narrative of your Budget Assumptions.
Spe	Procedures for discipline of special education students are unaddressed or non- compliant.		Procedures for discipline or special education students are compliant and reflect strong understanding of requirements.		
	Transportation plans for special needs students are not included, or are non- compliant.	Transportation plans for special needs students are vague or inadequate.	Appropriate plans to provide transportation services to special needs students are included regardless of services available to other students.		

Ę	Plan for working with	Plan for working with parents is	Plan addresses how school will	Petition addresses whether or	
Jer	parents of dually enrolled	incomplete or reflects	inform parents of dual	not non-charter students will	
μ	students is not included, or	inadequate understanding of	enrollment opportunities and	be permitted to dually enroll	
Jro	plan is non-compliant.	statute and district policies.	will communicate with all	at the public charter school.	
Ē			relevant parties.		
ual			Understanding of statute and		
			district policies is evident.		

General Comments regarding Tab 3:

Though these sections have improved, the educational philosophy (educated person in 21<sup>st</sup> century), educational program, and goals sections still need additional development. Together, these three sections are critical, as they should be the heart of the petition in terms of revealing the beliefs behind the school and how they will be practically applied into an educational program.

The educational program in particular is in need of additional depth and details. This section should clearly describe the school's educational focus / approach and provide specifics regarding the essential elements of the educational program. The reader should be end the educational program section with a clear understanding of the type of school this will be, both in terms of the broad picture (virtual, PTE?) and the specifics of implementation.

The special education and dual enrollment sections are well done.

Please see the Notes for individual measures above and the in-petition comments and questions for additional details.

Tab 4	Tab 4								
See ID	APA 08.03.01.401.06								
	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3	Comments				
Measurable Student Educational Standards	The petition does not contain MSES that are specific, outcome-based, academically-focused, measurable, and time- specific.	Some or all of the MSES require revision to meet PCSC standards for academic targets.	The MSES meet or exceed PCSC standards for academic targets and address all major academic areas.		The MSES have improved, but still need additional revision to be developed into appropriate mission-specific goals. Please see in-petition comments.				

**RETURN TO TABLE OF CONTENTS** 

(continued)	The MSES do not appear to reflect the school's mission, vision or previously stated educational program goals.		The MSES reflect the school's mission, vision, and previously stated educational program goals.		The MSES are not yet mission- specific. They are focused on outcomes that can / should be expected from all public schools (academic proficiency, parental satisfaction), rather than those that are closely related to IDCCRA's unique mission and
Standards					educational program.
epu	The MSES rely on	Some of the MSES rely on	The MSES rely on		
itar	measurement tools that are	measurement tools that are	measurement tools that are		
	not consistent and	not consistent or objective; or,	consistent and objective. The		
Educational	objective.	it appears the petitioners do	Five-Star Rating System is used		
atic		not fully understand the	for some of all MSES. Any		
nc:		measurement tools.	measurement tools specific to		
			the school's educational model		
Student			are research-based and		
Ide			demonstrably reliable.		
StL	MSES do not refer to the	Those MSES that refer to the	Those MSES that refer to the	Use of the Five-Star Rating	
ole	Five-Star Rating System or	Five-Star Rating System are	Five-Star Rating System are	System in developing MSES	
rab	indicate significant lack of	insufficient to aid the school in	appropriate to aid the school in	reflects strong understanding	
sui	understanding regarding	achieving an overall rating of 3	achieving an overall rating of 3	of how ratings are	
Measurable	how ratings are determined.	or better.	or better.	determined.	
≥	The MSES do not appear	The MSES, though intended to	The MSES appear appropriate	The MSES reflect a	
	appropriate for the target	be appropriate for the target	for the target demographic and	commitment to exceptional	
	demographic.	demographic, fail to meet	meet or exceed minimum PCSC	growth for all students.	
		minimum PCSC standards.	standards.		

	The methods by which student progress in meeting the MSES will be measured	The methods by which student progress in meeting the MSES will be measured reflect	The methods by which student progress in meeting the MSES will be measured are	The petition describes diverse, research-based methods by which student progress will be	Currently, the only goal that requires a unique measurement tool is the parent satisfaction
	are not addressed.	limited understanding of the measurement tools.	addressed in a manner that reflects clear understanding of	measured and explains how the resultant data will be	goal. The parent survey seems to be a valid measurement tool,
S			the measurement tools. Other major methods of evaluating student progress (beyond the MSES) are also addressed.	applied to improve student outcomes.	however, the description of how it would be used is still unclear (would you use a specific question or an index score?).
Methods of Measuring Student Progress					Additionally, as recommended elsewhere, you should strongly consider developing goals that are more mission-specific. This may result in the use of additional measurement tools. We recommend you look for tools used elsewhere / supported by research, but we are willing to consider internally-developed tools when necessary.
ods	Plan for annual reporting of	Plan for annual reporting of	Plan for annual reporting of		
eth	results related to MSES is	results is vague or insufficient.	results related to MSES is clear		
Σ	not included.		and ensures transparency to stakeholders, authorizer, and		
			the public.		
	The manner in which	The manner in which students	The petition addresses the		
	students will be tested with	will be tested with the same	manner in which students will		
	the same standardized tests	standardized tests as other	be tested with the same		
	as other Idaho public school	Idaho public school students	standardized tests as other ID		
	students is not addressed.	requires revision.	public school students and		
			outlines how the school will		
	A		ensure strong participation.		
	Accreditation is not	The petition commits to obtaining accreditation for	The petition commits to obtaining accreditation for	The petition commits to	The info about accreditation was
uo	addressed, or the petition does not commit to	grades 9-12. However, the	grades 9-12 and demonstrates	obtaining accreditation for all grades.	improved, but includes some information that is not specific to
Accreditation	obtaining such for grades 9-	petitioners appear to lack	a clear understanding of the	graues.	the school (it appears to have
edit	12.	understanding of the	process.		been taken directly from
CCF	±=•	accreditation process.	p. 00033.		AdvancEd since it refers to the
Ac					school as "you"). Please see in-
					petition comments.

	1				
	The petition does not	The petition demonstrates	The petition demonstrates	The petition evidences an	
	demonstrate an	limited understanding of the	solid understanding of the Five-	understanding of how Five-	
	understanding of the Five-	Five-Star Rating System.	Star Rating System.	Star Rating System data	
t	Star Rating System.			should be interpreted and	
nei	- /			applied at the school,	
'en				classroom, and student levels.	
School Improvement	A plan for how the school	The plan for how the school	The plan for how the school	The plan includes specific	This section is very close.
du	will respond if it is ever	will respond if it is identified as	will respond if it is ever	steps that will be taken to	However, there are still many
<u>_</u>		"in need of improvement"	identified as "in need of	avoid the circumstance of	references to the "district." Per
8	identified as being "in need				
Ë	of improvement" under No	under No Child Left Behind	improvement" under No Child	being "in need of	the previous review and
	Child Left Behind (NCLB) is	(NCLB) is incomplete or has not	Left Behind (NCLB) is complete	improvement."	conversations since, I recommend
and	not provided.	been customized to the	and customized to the		that you add a sentence that
		proposed school.	proposed school.		recognizes that since IDCCRA will
≣i					be its own LEA, the IDCCRA board
ab					and administration must take on
, T					the turnaround responsibilities
50					normally divided between the
Accountability					district and the school. You could
					then delete all references to the
					district, thus preventing any
					confusion of who is responsible.
					RETURN TO TABLE OF CONTENTS

### General Comments regarding Tab 4:

I recommend that we have a discussion about your MSES so that we can set a direction for revising these to be mission-specific goals (in preparation for a potential performance certificate). In general, Tab 4 is relatively well done, however, several sections need revision to meet standards.

Please see the Notes for individual measures above and the in-petition comments and questions for additional details.

Tab 5 See ID	APA 08.03.01.401.07				
	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3	Comments
Juce	Governance structure is unaddressed or non- compliant.	Description of governance structure is incomplete or inadequate.	Governance structure is well explained and indicates that the board of directors shall be legally accountable for the school's operations. Petition is consistent with Articles of Incorporation and Bylaws.		This governance section is clear and aligned to the bylaws. However, PCSC staff have concerns about having a governance structure than includes a minimum of only 3 board members, as this places significant responsibility and decision-making power in only a few hands. Though you stated that IDCCRA will maintain a working board of 5-7 members whenever possible, this does not eliminate the possibility of a board of only 3 members, which is an issue. Again, I recommend this be changed to no fewer than 5 (here & in the bylaws).
Governance	Roles and responsibilities of members of the board of directors and administrators are not delineated.	Description of delineation between roles and responsibilities of members of the board of directors and administrators requires development or clarification.	Roles and responsibilities of members of the board of directors and administrators are clearly delineated.	Organizational chart and key job descriptions are provided. Petition defines role of school founders separately from role of members of the board of directors.	
	Ethical standards for the members of the board of directors are not addressed.	Ethical standards to which the petition refers are vague or inadequate.	Petition includes an ethical standards agreement to be signed by all the members of the board of directors.		
	Transition from founding to governing board is not addressed.	Plan for transition from founding to governing board appears inadequate.	Plan for smooth transition from founding to governing board is clear and likely to be effective. Issues related to avoidance of "founders' syndrome" and ensuring commitment to the mission and vision are addressed.		This section is now close to meeting standard; however, there is still need for some additional clarity. Please see in- petition comments and questions for additional guidance.

	Plan for ongoing	Plan for board member	Plan for board member		This section is much improved
	recruitment of board	recruitment appears unlikely to	recruitment identifies specific		and is now close to meeting
	members is not provided.	be effective in securing	qualifications for board		standard. However, the section
		members with critical skill sets.	members and includes		does not address how potential
			strategies for grooming		board members will be vetted /
			prospective board members.		groomed for board. Please see
ed)					in-petition questions for more
nu					guidance.
Governance (continued)	Board training and	Board training and evaluation	Board training and evaluation	Board training and evaluation	
8	evaluation plan is not	plan is inadequate or lacks	plan is detailed and specific,	plan addresses continuous	
Ge	provided.	detail.	addressing the needs of both	improvement that includes	
and			the initial and future board	certification through board	
Ê			members. Self-evaluations will	training modules for all new	
OVE			be completed at least annually.	members of the board of	
ŭ				directors. Plan identifies	
				strategies for improvement	
				based on annual evaluations.	
	Commitments to comply	The commitments to comply	Clear commitments to comply		
	with Open Meeting Law and	with Open Meeting Law and	with Open Meeting Law and		
	Public Records Law are not	Public Records law require	Public Records Law are		
	included.	revision for clarity or accuracy.	included.		
	No discussion of parental	Described opportunities for	Described opportunities for		
Parental Involvement	involvement is included.	parental involvement appear	parental involvement exceed		
nta m€		similar to those at most public	those available in most public		
Parental volveme		schools.	schools. Petition contains a		
Pa			plan for making parents aware		
<u>_</u>			of governance, volunteer, and		
			other opportunities.		
	Commitment to obtain		Commitment to obtain annual,		Please remove all references to
	annual, independent fiscal		independent fiscal audit is		programmatic audits (unless your
	audit is not included.		included.		board wants to do them even
Ś					though they are no longer
Audits					required).
AL	Plan for reporting of	Petition provides limited	Petition demonstrates a clear		
	financial information to	information regarding fiscal	understanding of fiscal		
	authorizer and community is	transparency and related	transparency requirements,		
	not provided.	requirements.	including maintenance of an		
			expenditure website.		
					RETURN TO TABLE OF CONTENTS

### General Comments regarding Tab 5:

This tab has been significantly improved. However, there are still some areas in need of additional revision. Please see the Notes for individual measures above and the in-petition comments and questions for additional details.

Tab 6								
IDAPA	08.03.01.401.08 Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3	Comments			
	Teacher and administrator certification is not addressed.	Petition's statement regarding teacher and administrator certification requires editing for clarity or accuracy.	Petition states that teachers and administrators will be certified in accordance with statute.					
	Petition does not state that all teachers will be Highly Qualified.	Petition's statement regarding HQT requires editing for clarity or accuracy.	Petition states that all teachers will be Highly Qualified.					
SU	Criminal background checks are not addressed.	Statement regarding criminal background checks is incomplete.	Petition states that all school employees and volunteers in direct contact with students will undergo criminal background checks.	Petition states that all school employees, members of the board of directors, and volunteers will undergo criminal background checks.				
Employee Qualifications	There is no plan for professional development and evaluation of staff is included in the appendices.	There is a plan for professional development and evaluation of staff included in the appendices, but no reference to the plan is included in Tab 6.	There is a plan for professional development and evaluation of staff included in the appendices, and a reference to the plan is included in Tab 6.		It seems like you <i>may</i> have all of the appropriate information included in your petition but without the necessary / correct references in Tab 6 about where to find it. There is a reference to an appendix about teacher professional development (Appendix 9), but the reference is not accurate. There is information about professional development in Tab 9, but is not referenced. There is also a teacher evaluation rubric in your appendices (Appendix 19), but it is not referenced. Please add and correct your references and / or address the in-petition comments and questions.			
Health and Safety	Health and safety procedures are not addressed.	General health and safety procedures are outlined; however, additional specificity is required.	School climate is designed to ensure health and safety of students and staff. Specific procedures are detailed and address: drugs/alcohol, suicide prevention, bullying, and disaster preparedness.	School climate is clearly defined and follows best practices or research-based methods for creating safe schools. Specific procedures and staff training plans are detailed.	The Student Handbook includes many of the policies related to safety. Given the nature of the school (virtual), these policies are appropriate / adequate.			

1		1			
	Procedure for contacting	Procedure for contacting	Procedure for contacting		
	parents and law	parents and law enforcement	parents and law enforcement		
	enforcement regarding	regarding suspected use of	regarding suspected use of		
	suspected use of controlled	controlled substances requires	controlled substances is		
	substances is not included.	editing.	realistic and implementable.		
	Little or no information and	Student discipline section fails	Classroom management	Classroom management and	
ЭС	student discipline is	to clearly describe classroom	philosophy and methods, as	discipline procedures align	
pli	provided.	management philosophy and	well as disciplinary protocol,	with the school's mission and	
sci		methods, as well as disciplinary	are clearly explained.	vision, and are designed to	
ē		protocol.		encourage the development	
ent				of a positive school culture.	
Student Discipline	Suspension and expulsion		Suspension and expulsion		
St	procedures are unaddressed		procedures are clear and		
	or non-compliant.		compliant.		
	Employee benefits are not	Statement regarding employee	Petition states that all staff		
e s	addressed or are non-	benefits is incomplete.	members will be covered by		
o yo	compliant.		PERSI, federal social security,		
Employee Benefits			unemployment insurance,		
BE			workers compensation, and		
			health insurance.		
	Transfer rights are not	Statement regarding transfer	Petition clearly addresses the		
e e	addressed or are non-	rights is incomplete.	transfer rights of charter school		
oyo	compliant.		employees.		
Employee Status	Collective bargaining is not		Petition states that staff will be		
Ë	addressed or non-compliant.		a separate unit for purposes of		
			collective bargaining.		
	Teacher and administrator	Petition's statement regarding	Petition states that teacher and		
ee :ts	contracts are not addressed.	teacher and administrator	administrators will be on		
Employee Contracts		contracts requires editing for	signed contracts in a form		
npl		clarity or accuracy.	approved by the state		
C E			superintendent of public		
			instruction.		
					DETLIDNI TO TADI E OF CONTENITS

### General Comments regarding Tab 6:

**RETURN TO TABLE OF CONTENTS** 

This tab has been improved; however, some of the comments and questions related to professional development and evaluation have not been addressed. Please see the Notes for individual measures above and the in-petition comments and questions for additional details.

Tab 7					
See ID	DAPA 08.03.01.401.09 Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3	Comments
Admissions Procedures	Enrollment capacity section is absent or addresses only total capacity.	Enrollment capacity section is unclear.	Enrollment capacity section includes total school capacity as well as grade-level capacity.		Not applicable; The petition is for a virtual school and proposes no enrollment cap. Efforts to recruit the appropriate / desired number of students has been addressed.
Admissic	Growth plan is not provided.	Growth plan is unclear or fails to detail plan from year one through final expansion.	Growth plan is clear and complete from year one through final expansion.	Growth plan includes a backup strategy for dealing with lower than expected enrollment.	Not applicable
(pa	Admissions procedures are incomplete or non-compliant.		Admissions procedures, including timelines, are clearly explained and compliant.		This section now meets standards. However, please see in-petition comments regarding a couple of recommended changes (1 clarification and 1 deletion).
s (continue	Over-enrollment and equitable selection processes are incomplete or non-compliant.		Over-enrollment and equitable selection processes are complete and compliant.		Not applicable
Admissions Procedures (continued)	Equitable selection process includes preference groups not allowed by state law, or preferences are listed in the wrong order.		Equitable selection process permits only preference permitted by statute, and the preferences are ordered correctly.	Policies regarding preference groups are included with the petition. (For example, "founder" and "sibling" are defined.)	Not applicable
Admissic	Process for development of final selection list is incomplete or non- compliant.		Process for developing final selection list is clear and compliant.		Not applicable
	Process for renewing final selection list is incomplete or non-compliant.		Process for renewing final selection list is clear and compliant.		Not applicable
Alternatives	If petition is for a traditional public school applying to convert to a charter school: Public school alternatives are not addressed.	If petition is for a traditional public school applying to convert to a charter school: Public school alternatives are provided, but list is incomplete.	If petition is for a traditional public school applying to convert to a charter school: Public school alternatives are provided and include other charter schools (if applicable) and virtual charter schools.		Not applicable

	Process for making citizens	Process for making citizens	Process for making citizens	Plans include a variety of	This section is improved;
	aware of enrollment	aware of enrollment	aware of enrollment	strategies to inform the public	however, please see in-petition
ies	opportunities is	opportunities is vague.	opportunities is compliant,	of enrollment opportunities;	comments for a few remaining
nit	unaddressed or non-		clearly defined, and includes	methods are appropriate for	questions / areas that can be
t II	compliant.		specific timelines.	the target demographic and	clarified.
Enrollment Opportunities				local community.	
Op	Plan for denial of school	Plan for denial of school	Plan for denial of school		
	attendance is unaddressed	attendance is incomplete.	attendance is clear and		
	or non-compliant.		compliant.		
	There is no draft student	A draft student handbook is	A draft student handbook is		
¥	handbook included in the	included in the appendices, but	included in the appendices.		
00	petition's appendices.	the reference to the appendix	Tab 7 includes a brief plan for		
db		or the plan for distribution of	finalizing and the handbook		
Handbook		the handbook is lacking or	and ensuring stakeholder		
		absent.	access to, and review of, the		
der			document. The section		
Student			includes a reference to the		
Ś			location of the Draft Handbook		
			in the appendices.		

### General Comments regard Tab 7:

This tab meets standards. However, please see in-petition comments to make a couple of additional improvements.

Tab 8	Tab 8								
See ID/	APA 08.03.01.401.10								
	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3	Comments				
ss Plan: iption	Business description is not provided.	Business description is vague or incomplete.	Clear and well-considered business description addresses both the non-profit corporation and public entity aspects of the school.						
Busines Descr	There is no Pre-Opening Timeline in the appendices or there is no reference to the appendix in Tab 8.		There is a Pre-Opening Timeline in the appendices and a reference to the appropriate appendix in Tab 8.						

RETURN TO TABLE OF CONTENTS

	Marketing plan is not	Marketing plan is vague or	Comprehensive marketing plan	Marketing plan extends	Your marketing plan has
	provided.	incomplete.	includes goals, tasks, timelines,	beyond the pre-opening year	improved with additional
			expenses, and responsible	and includes opportunities for	information regarding who will be
			individuals.	partnerships to engage the	responsible (K12) and the
				community with the school.	intended marketing strategies.
					However, your marketing goals
					need further development – they
					should be broad and address
					activities beyond meeting
ഇ					enrollment, such as ensure the
etir					community is aware of the school
rke					or publicizing school activities and
Σa					/or successes.
Business Plan: Marketing					Additionally, there is no
<u>P</u>					information about the timeline or
ess					budget for marketing.
sine	Strategy for reaching at-risk	Strategies for reaching at-risk	Strategies for reaching at-risk	Petitioners have already made	Other than visiting "Urban and
Bus	and underserved families is	and underserved families are	and underserved families, as	efforts to reach at-risk and	rural" areas, there are no specific
	not provided.	vague.	well as families that might not	underserved families.	strategies focused on recruiting
			be aware of the school, are	Evidence of interest in the	at-risk or underserved families.
			well developed.	school reflects that these	How will you reach non-English
			Wein developed.	efforts have been successful.	speaking families? Low income
					families? Families with students
					who need special education
					services? How will you help them
					to understand that they can
					attend IDCCRA?
	Management plan is not	Management plan is vague or	Comprehensive management		The information provided in this
	provided.	incomplete.	plan identifies roles and		section, when combined with
			responsibilities of the board of		what is in Tab 2 and Tab 5 (which
an:			directors, administration,		are referenced here) is
De De			business management,		appropriate.
ess Ige			contractors, and support staff.		
Business Plan: Management			If a management company is to		
Bus			be used, costs and services are		
			clearly described, and a copy of		
			the proposed contract is		
			included in the appendix.		

	The management plan does not include a reference to the appendix which contains board member resumes or the petitioning group list.		The management plan includes a reference to the appendix which contains board member resumes and the petitioning group list.		
Finances	Financial oversight plan is unaddressed or non- compliant.	Financial oversight plan is incomplete or likely to be ineffective.	Financial oversight policies and plans are described and demonstrate understanding of proper fiscal oversight.	Financial oversight plan includes details about the school's intended policies for: budgeting, processing and monitoring of revenue and expenses, and managing cash flow. Plans demonstrate a strong understanding of proper fiscal oversight. Thorough, appropriate financial policies have been adopted by the board of directors.	The financial plan has been improved, but needs additional revision for clarity. Please see in- petition questions for more information.
Business Plan: Finances	No fundraising or grant writing plan is provided.	Fundraising or grant writing plan is incomplete, or the budget relies on fundraising/grants to remain viable.	Realistic fundraising and grant writing plan identifies specific strategies, grantors, and goals. However, the budget does not rely on fundraising or grants to remain viable.	Successful fundraising strategy has been enacted. Documentation of guaranteed donations and/or grants is provided.	IDCCRA has stated that it will not do any fundraising. As a result, no fundraising plan was provided. Since the school's contract with K12 includes a default protection clause, this is appropriate. Thus, this measure is ranked as Meets expectations even though it does not align to the requirements.
	Financial plan does not include a reference to appendices where budget and cash flow documents can be found.		Financial plan includes a reference to appendices where budget and cash flow documents can be found.		
Transportation	No plan for the provision of student transportation is in place.	Plan is to add student transportation in future years, but the service will not be offered immediately.	Clear, documented plan is in place to offer student transportation beginning in year two or sooner.	Clear, documented plan is in place to offer student transportation beginning in year one.	Transportation will not be provided, but that is appropriate given the nature of the proposed school (virtual). Thus, the measures in this section are being ranked as Meets expectations even though they do not align to

	Transportation plan does not consider how the plan (or lack thereof) will impact the ability of all interested families to enroll.	Transportation plan partially addresses how the plan will impact the ability of all interested families to enroll.	Transportation plan includes narrative regarding how the plan will impact the ability of all interested families to enroll, influencing student demographics and school finances.		the measure requirements.
Nutrition	Student nutrition is not addressed.	Student nutrition service plans vague or undocumented.	Description of whether and how student nutrition will be provided is clear and documented.	Student nutrition will be provided beginning in year one.	The school will not provide a school lunch program, but that is appropriate given the nature of the school (virtual). Thus, this section is being ranked as Meets expectations even though it does not align to the measure requirements.
	Free and reduced lunch (FRL) eligibility is unaddressed or non- compliant.	Plan for identifying students who are eligible for FRL is unclear or inadequate.	Appropriate plan is in place for identifying students who are eligible for FRL.		Not applicable

### General Comments regarding Tab 8:

**RETURN TO TABLE OF CONTENTS** 

The Business Plan (Marketing, and Finances) needs additional depth and clarification. Please see the Notes for individual measures above and the in-petition comments and questions for additional details.

Tab 9 Virtua	Tab 9 Virtual Schools and Blended Programs Only. See IDAPA 08.03.01.401.11								
	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3	Comments				
Learning Management System	Learning management system has not been identified.	Description of learning management system is vague or appears inadequate to fulfill the mission and meet identified goals.	Description of learning management system addresses technology platform, curriculum, and rationale. System appears adequate to fulfill mission and meet identified goals.		This section has improved. Please address the in-petition comments and questions regarding how you will implement a PTE program using the virtual model and K12 curriculum.				

	Roles of curriculum	Roles are not clearly defined,	Roles of curriculum		Tab 9 includes a reference to tabs
	provider/ charter	or are inappropriate.	provider/CMO/EMO, board of		2, 5, and 8 where this has been
	management		directors, administration,		addressed.
	organization/education		business managers, and		
	management organization		teachers are clearly defined.		
	and the school's board of		Organizational chart indicates		
	directors and employees are		employment and supervision		
	not addressed.		relationships.		
	Contract is incomplete or	Contract is unclear, or costs	Contract clearly delineates		The price list is included with the
	absent.	appear unreasonable by	costs and services. Costs		K12 contract. However, the info
		comparison to services	appear reasonable by		provided about the different fees
		provided.	comparison to services		makes it difficult to see what the
(p			provided.		total estimated payments to K12
ne					will be in years 1 through 3.
tin					Please see comments in the
loo					Notes sections about the Budget
) C					Assumptions and Operating
en					Budgets regarding this, as
yst					adjusting those documents will
it S					be necessary to provide a clear
Jer					picture of the estimated cost of
eπ					the K12 contract.
Learning Management System (continued)	Board of directors of the	Board of directors of the school	Board of directors of the school	Local, independent board of	The petition states that the board
lar	school appears to have	apparently retains oversight	clearly retains oversight and	directors of the school clearly	will maintain oversight and
2	inadequate oversight and	and control, but no plan is in	control over school finances,	evaluated multiple curriculum	control. However, per the K12
ing	control over school finances,	place for evaluating and	educational program, and	providers and selected a	contract, K12 will have the
arr	educational program, and/or	redirecting the curriculum	employees. Plan is in place to	vendor appropriate to the	responsibility for hiring &
Le	employees.	provider/CMO/EMO.	regularly evaluate and redirect	stated mission in order to	supervising key staff (HOS,
			curriculum provider / CMO /	meet a community need.	Business Manager, etc.) and for
			EMO as needed.		overseeing finances. There is
					some, but very limited info about
					the boards involvement in these
					aspects of the operations of the
					school. Can you please provide
					more details about how (the
					process, etc.) the board can
					impact / redirect the contractor's
					(K12) decisions about or
					management of staffing, finances,
					and curriculum?

Learning Management System (continued)	Learning management system does not appear to offer opportunities significantly different from those already available.	Rationale requires further	Learning management system offers new opportunities to families. Petition provides strong	Virtual program will provide	If IDCCRA is able to develop and implement a sequenced, PTE curriculum online, it would offer a new opportunity for families. However, there is not currently adequate info to demonstrate <i>how</i> IDCCRA will successfully implement professional-technical coursework and experiences virtually. This is critical for demonstrating that you will be able to offer a new / unique opportunity to families. There is no Virtual Education
m – virtual	program is not addressed, or the virtual method appears to be a poor choice for fulfilling the mission and meeting stated goals.	development.	rationale for use of a virtual program, rather than a brick- and-mortar program, to fulfill the mission and meet stated goals.	unique opportunities and meet goals that could not be achieved in a brick-and- mortar setting.	Program section. There is a brief rationale included earlier in the tab, but it does not address how the school plans to ensure that PTE is successfully implemented in the virtual environment. This is particularly important for this school since the nature of PTE may make it difficult to implement virtually.
Educational Program	Plan to ensure all students have access to the virtual educational program is not addressed.	Plan to ensure all students have access to the virtual educational program is incomplete or vague.	Plan to ensure all students have access to the virtual educational program is complete and demonstrates thoughtfulness and planning of petitioners to market to and address educational needs of all students.		
	Role of online teacher is not addressed.	Role of online teacher is not sufficiently detailed or appears inadequate.	Role of online teacher, including consistent availability of teacher to individualize and provide guidance around course material is clearly described.	Role of teacher is sufficiently broad to minimize reliance on parent or learning coach for guidance around course material.	

– virtual (continued)	Assessment of student work is not addressed. Student-teacher interaction is not addressed.	Means by which student work will be assessed is not sufficiently detailed or teacher involvement appears inadequate. Student-teacher interaction appears inadequate to ensure student success.	Means by which student work will be assessed is clearly described, including level of teacher involvement in evaluating and responding to student performance. Means by which student will interact with teachers includes timely and frequent feedback about student progress.	Petition describes unusually strong level of teacher support that extends beyond academic instruction.	
Educational Program – virtual	Student-to-student interaction is not addressed.	Student-to-student interaction appears inadequate to foster school community.	Opportunities for student-to- student interaction are practical, diverse, and likely to cultivate school community.	Petition describes unusually strong strategies for fostering student community and positive culture.	This section has significantly improved. However, as per an in-petition comment in your 8-16-13 review, you commit to starting the school with 2 clubs (and facilitating other opportunities) but provide vey little info about those clubs. Since one of the clubs is student council, it would be very helpful to understand if / how the student council will help to develop / encourage a sense of school community and if / how the council will be able to give a student voice in IDCCRA decision- making processes.
Technology	Plan for provision of hardware, software, and connectivity is absent or does not ensure equal access.	Plan for provision of hardware, software, and connectivity is vague or may not be sufficient or affordable.	Reasonable plan is in place for ensuring equal access to all students, including provision of necessary hardware, software, and internet connectivity required for participation in online coursework.		
Tec	Plan for provision of technical support is not provided.	Plan for provision of technical support is vague or may not be sufficient or affordable.	Plan for provision of technical support relevant to the delivery of online courses is cost-effective, timely, and supported by adequate staff.		

	Plan for training students	Plan for training students and	Plan is in place for training		Your new section on the online
	and parents in use of	parents in use of hardware and	students and parents in use of		training available is helpful.
	hardware and software is	, software appears insufficient.	hardware and software.		However, your plan does not
	not provided.				address how will you make sure
					families are aware of these tools /
					encouraged them to use them.
	Professional development	Strategies for professional	Strategies for professional		In-petition comments and
	specific to the virtual	development require	development specific to		questions from the 8-16-13
	environment is not	additional development to	education in the virtual		review requesting additional
	addressed.	ensure successful	environment address both		information about ongoing
ц.		implementation of the virtual	initial and ongoing training.		training / professional
en		program.			development for teachers were
Professional Development					not addressed.
0					
eve					Also, since your professional
					development section in Tab 9 is
na					more developed than your
sio					section in Tab 6, I recommend
fes					adding a reference in Tab 6 (to
D C					Tab 9).
-	Teacher evaluations specific	Teacher evaluation plan is	Teacher evaluation plan		The teacher evaluation section is
	to the virtual environment	vague or inadequate.	includes observation and		much improved; however, it does
	are not addressed.		intervention strategies specific		not address the evaluation of
			to virtual education.		virtual-specific teaching
					strategies.
	Means of verifying student	Means of verifying student	Means of verifying student		
	attendance is unaddressed	attendance is vague or	attendance is clearly described.		
	or non-compliant.	insufficient.	Attendance will focus primarily		
_			on coursework and activities		
ion			correlated to the thoroughness		
Collection			standards. Means of awarding course		
	Means of awarding course	Means of awarding course			
aC	completion is unaddressed.	completion is vague or insufficient.	completion is clearly described.		
Data					
	Administration of	Plan for administration of	Strategies for administering	Strategies include methods	
	standardized testing is not	standardized tests is	standardized testing to all	for motivating participation	
	addressed.	impractical for the school	students are practical and	and assisting families with	
		and/or families. Inadequate	affordable.	limited resources.	
		participation appears likely.			
					RETURN TO TABLE OF CONTENTS

General Comments regarding Tab 9:

Though you added a rationale regarding why you believe that IDCCRA should be a virtual school, you did not address *how* you plan to implement PTE effectively in a virtual environment.

Also, though the petition asserts that the IDCCRA board will maintain oversight and control over the school's finances, educational program, and employees, you still have not provided enough information to back-up that statement, particularly since some of the critical employees (administration / management) will be K12 employees.

Please see the Notes for individual measures above and the in-petition comments and questions for additional details.

	Tab 10 See IDAPA 08.03.01.401.12						
500 12	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds – 3			
Business Arrangements & Partnerships	No information is provided regarding services to be purchased or contracted.	Information is provided regarding services to be purchased or contracted, but is incomplete or vague.	List of contracted services and key business partnerships is provided. Supporting documents (draft contracts / letters of intent / MOUs) are included in the appendices and referenced in Tab 10.		There is not adequate info in this section about your relationship with PTE. The e-mails from PTE included in the appendices do not adequately demonstrate where you are in the process of applying to be a PTE charter school or what relationship development / communication has taken place. Have you discussed the possibility of a virtual PTE school with PTE? What feedback have you received from them? Also, you state that you are going to develop other partnerships, but do not provide any details or documentation (in the appendices). Finally, this section does not match the appendices, since you have info from two potential contractors (legal & insurance) included in your appendices but not mentioned in Tab 10.		
	Community partnerships are not addressed.	Descriptions of community partnerships are vague or uncertain.	Specific community partnerships are described and supported by agreements or letters of support, which are included with other contracts in the appendices.	Community partnerships are integral to the mission and educational program. Such partnerships have been developed and their nature is clearly described.	There are potential partners identified (just statements that IDCCRA will develop partnerships); there are no supporting documents or letters of intent referenced.		

	lf a Charter Management	lf a Charter Management	If a Charter Management	lf a Charter Management	
	Organization (CMO) or	Organization (CMO) or	Organization (CMO) or	Organization (CMO) or	
	Educational Management	Educational Management	Educational Management	Educational Management	
	Organization (EMO), or other	Organization (EMO), or other	Organization (EMO), or other	Organization (EMO), or other	
	management company is to	management company is to be	management company is to be	management company is to	
	be used:	used:	used:	be used:	
	Rationale for use of the EMO	Rationale requires further	Petition provides strong	Use of the EMO / CMO will	
	/ CMO is not addressed or	development.	rationale for use of the EMO /	provide unique opportunities	
	appears to be a poor choice		CMO, rather than performing	and meet goals that could not	
(pa	for fulfilling the school's		the work in-house.	be achieved in-house.	
anı	mission, goals, or needs.				
Business Arrangements and Partnerships (continued)	lf a Charter Management	If a Charter Management	If a Charter Management		You have appropriately improved
COL	Organization (CMO) or	Organization (CMO) or	Organization (CMO) or		Tabs 2, 5, and 8 and referenced
s (i	Educational Management	Educational Management	Educational Management		them here.
dir	Organization (EMO), or other	Organization (EMO), or other	Organization (EMO), or other		
rsh	management company is to	management company is to be	management company is to be		
ne	be used:	used:	used:		
art					
ЧЬ	Roles of management	Roles are not clearly defined,	Roles of management		
ano	organization and school	or are inappropriate.	organization, school board,		
ts	board and employees are		administration, business		
en	not addressed.		managers, and teachers are		
ы			clearly defined. Organizational		
ngı			chart indicates employment		
rra			and supervision relationships.		
AI	If a Charter Management	If a Charter Management	If a Charter Management	If a Charter Management	As noted in Tab 9, the petition
ess	Organization (CMO) or	Organization (CMO) or	Organization (CMO) or	Organization (CMO) or	needs more details about how
sin	Educational Management	Educational Management	Educational Management	Educational Management	(the process, etc.) the board can
Bus	Organization (EMO), or other	Organization (EMO), or other	Organization (EMO), or other	Organization (EMO), or other	impact / redirect the contractor's
_	management company is to	management company is to be	management company is to be	management company is to	(K12) decisions about or
	be used:	used:	used:	be used:	management of staffing, finances,
	be used.		useu.		and curriculum. Please add more
	School board appears to	School board apparently	School board clearly retains	Local, independent school	details and depth in Tab 9 or 10.
	have inadequate oversight	retains oversight and control,	oversight and control over	board clearly evaluated	
	and control over school	but no plan is in place for	school finances, educational	multiple management	
	finances, educational	evaluating the management	program, and employees. Plan	companies and selected a	
	program, and/or employees.	company.	is in place to regularly evaluate	vendor appropriate to meet	
			and redirect EMO / CMO as	specific needs.	
			needed.	• • • • • • • •	

Business Arrangements and Partnerships (continued)	If a Charter Management Organization (CMO) or Educational Management Organization (EMO), or other management company is to be used: Tab 10 does not include a reference to an appendix containing the CMO / EMO agreement or contract.		If a Charter Management Organization (CMO) or Educational Management Organization (EMO), or other management company is to be used: Tab 10 includes a reference to an appendix containing the CMO / EMO agreement or contract.	
	Termination plan fails to specify individuals responsible for tasks associated with dissolution. Disposal of assets is unaddressed or non- compliant.	Termination plan relies on employees for the completion of tasks associated with dissolution. Disposal of assets is generally addressed, but additional detail is required.	Termination plan specifies non- employee individuals responsible for tasks associated with dissolution. Plan for disposal of assets, including responsible individual and timelines, is clear and compliant. Distinction is made between assets purchased with	The petition states that the board will identify a designee but does not clarify how that designee will be identified and what qualifications that person must have. It is not clear if that designee could / could not be an employee.
Termination	Payment of creditors is unaddressed or non- compliant. No plan is in place for	Payment of creditors is generally addressed, but priorities are not specified.	federal and non-federal funds. Payment of creditors is addressed and includes a list of priorities for payment (if permitted by courts). Specific timelines are included. Plan is in place for funding and	The petition includes a specific prioritization for payments, so it meets standards. However, please see the in-petition comment regarding a concern PCSC staff have about the order of prioritization. Please add a brief section about
	completion of final, independent fiscal audit. Long term record storage is not addressed.	Long term storage plans are vague or inappropriate.	completion of final, independent fiscal audit. Plans for secure, long-term storage of records, including student and personnel records, are clear. Process for accessing records will be available to the public.	completing (and paying for) a financial fiscal audit.

	Student records transfer	Student records transfer plan is	Process for transferring	
ed	plan is not provided or is	vague or inadequate.	student records is clear,	
(continued)	non-compliant.		includes identification of	
out			responsible individuals, and	
			will be available to the public.	
rmination	Personnel records transfer	Personnel records transfer plan	Process for transferring	
lati	plan is not provided or is	is vague or inadequate.	personnel records is clear,	
Ji.	non-compliant.		includes identification of	
Terr			responsible individuals, and	
F			will be available to the public.	
	Additional information is		Additional information is new	Not applicable; no additional
Info	repetitive or unnecessary.		(not repetitive of previous	information provided
			content) and is helpful and	
nal			appropriate.	
tio	Additional information is		There are appropriate	Not applicable; no additional
Additional	given in the appendices, but		references in Tab 10 to	information provided
Ă	there are no references in		additional information	
	Tab 10.		provided in the appendices.	

**RETURN TO TABLE OF CONTENTS** 

### General Comments regarding Tab 10:

This tab needs more specific information (and supporting documentation in the appendices) about potential contractors and partners. The closure / termination plan also needs revision to address questions / concerns about the board identifying a "designee" to oversee the process.

Please see the Notes for individual measures above and the in-petition comments and questions for additional details.

### Appendices

The appendices section must include the information listed in IDAPA 08.03.01.401.13. Additional appendices may be included as referenced in other sections of the petition. Appendices should be organized in a logical manner.

	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds - 3	Comments
Articles ation & Bylaws	Articles of Incorporation are not included, or are included but unsigned.	Signed Articles of Incorporation are included but require revision.	Signed Articles of Incorporation, including any amendments thereto, are included as an appendix to the petition.	It is clear that the petitioners understand the nature and purpose of the Articles.	
A: Incorpor	Bylaws are not included, or are included but unsigned.	Signed Bylaws are included, but require revision.	Signed Bylaws are included as an appendix to the petition.	It is clear that the petitioners understand the nature and purpose of the Bylaws.	The Bylaws still need significant revision to make them clear, appropriate / compliant, and helpful

A: Articles Incorporation & Bylaws (continued)	Bylaws do not address the process by which members of the school's board of directors will be selected.	Bylaws partially address the process by which members of the school's board of directors will be selected. Process for board selection may be addressed, but bylaws lack full clarity and detail.	Bylaws outline a clear process for selection of members of the school's board of directors, including: number and designation of seats, board member terms, elections vs. appointments, nomination and voting procedures, eligible voters, applicable definitions, etc.		in guiding the actions of the board. Many recommendations / concerns about your bylaws in the 8-16-13 review were not addressed. Please see the General Comments section for the Appendices for a complete list of recommendations/ questions.
B: Elector Signatures	Elector petition and/or documented proof of elector qualifications are not included, or the number of electors is insufficient.		Elector petition and documentation for proof of elector qualifications are included.		
C: Charter Workshop	No members of the petitioning group attended the SDE's Charter Start! Workshop.	Documentation confirms the petitioning group's attendance at the SDE's Charter Start! Workshop. However, only 1 member attended or the attendee(s) is/are no longer actively involved in the petitioning process.	Documentation confirms that at least 2, active members of the petitioning group attended the SDE's Charter Start! Workshop.	Documentation confirms that all active members of the petitioning group attended the SDE's Charter Start! Workshop.	I am assuming that Todd Thorpe currently active as a board member / member of the petitioning group (and therefore ranking this Meets), but his role in the process isn't very clear (the petitioning group list simply calls him a K12 Administrator).
D: Board Resumes & Petitioning Group List	Resumes for all members of the school's board of directors are not included.	Resumes provided may be incomplete, unprofessional, or lacking references.	Professional resumes for all members of the school's board of directors are included and provide several references, with contact information, for each board member.	Resumes are accompanied by a brief narrative explaining the individual and collective qualifications of the members of the board of directors, focusing on their capacity to assume responsibility for public funds and the education of Idaho students.	Per the previous (8-16-13) review: Larry Howerton is listed on the petitioning group list as a director, but there is no resume included for him. If he is no longer active, please list him on the petitioning group list as Previous (or Prior) Director. If he is active, please provide his resume.

	Board membership reflects	Board membership reflects	Board membership reflects	Board membership includes	Based on the resumes and
	a lack of diverse experience	some diversity of experience	diverse experience and skills	experience with charter	interviews with the board members,
	and skills.	and skills.	(such as education, law, real	school leadership.	the primary areas of expertise of
			estate, management, financial		board members are education /
			planning, and community		teaching, professional-technical
			outreach). It is evident all		education, and business. The
			members of the board of		petitioning group also includes the
			directors are active in the		support of a lawyer. However, there
			petitioning process.		are only 3 board members, and one
					expressed that he has not been very
(p					involved in the petitioning process.
ne					Additionally, though the board
tin					member with a business background
(continued)					has some experience with business
<u> </u>					finance, the board members have
List					communicated that they are relying
p L					on K12 to understand and deal with
Ino					the details of Idaho's school finance
Ğ					system. Also, the primary writer of
ല്					the petition is not a founding board
in					member, but rather, a K12
itic					employee. This, combined with info
et					from interviews, indicates that the
& Petitioning Group					board members have been involved
es					in "high-level" (broad) discussions
Ē					about the petition while relying on
esu					the K12 employee to address the
A R					details of the petition.
Board Resumes	A list of the petitioning	The list of names and roles of	The petition includes a list of		Your list is rather short – are there
Bo	group, including names and	those involved in the	the names and primary roles		any other volunteers / community
ö	primary roles of persons	development of the petition is	of all persons significantly		members who are engaged in the
	involved with petition	incomplete or vague.	involved with development of		petitioning process?
	development is not		the petition, including:		
	provided.		founders, members of the		Also – it would be helpful if the list
	• • • •		board of directors,		included an additional column
			contractors, employees, and		showing whether or not the person
			community volunteers. List		is active now (in addition to whether
			identifies individuals expected		they will be active in the future).
			to remain involved with the		,
			school during pre-opening		
			and operations.		

	Contracts, leases,	Documents demonstrating	Contracts, leases,	Per the comments in Tab 10, there is
	agreements or other	relationships described in Tab	agreements, and other	still inadequate documentation
	documents demonstrating	10 (and other sections of the	documents demonstrating	regarding relationships that are
	relationships described in	petition) are included in the	relationships are included in	being developed. There should be
	Tab 10 (and other sections	appendices but are vague or	the appendices. Documents	additional info / documentation
nts	of the petition) are not	incomplete.	are well-organized, clear, and	about PTE in Tab 10 and/or here and
nei	included in the appendices.		adequate to demonstrate the	there should be documents
Ser			relationships described in Tab	representing relationship
Agreements			10 (and other sections of the	development with other entities
& ∧			petition).	(colleges, businesses, support
-				service agencies, etc.).
Leases	If a Charter Management	If a Charter Management	If a Charter Management	
	Organization (CMO) or	Organization (CMO) or	Organization (CMO) or	
Contracts,	Educational Management	Educational Management	Educational Management	
rac	Organization (EMO), or	Organization (EMO), or other	Organization (EMO), or other	
nt	other management	management company is to be	management company is to	
-	company is to be used:	used:	be used:	
نن				
	Contract is incomplete or	Contract is unclear, or costs	Contract clearly delineates	
	absent.	appear unreasonable by	costs and services. Costs	
		comparison to services	appear reasonable by	
		provided.	comparison to services	
			provided.	

	Budget assumptions have	Budget assumptions are	Budget assumptions are	Budget assumptions include	Remember - The budget
	not been provided or PCSC	incomplete or unclear.	provided for the pre-opening year, as well as the first three years of operations. The assumptions are complete, consistent with the budgets, and appropriately documented. Budget assumptions are provided on the completed PCSC's Budget Assumptions template.	explanations of how the assumptions were developed. A description of what budgetary adjustments will be made if enrollment fails to meet projections is included.	assumptions should provide MORE detail than the budgets. For instance adding Staff Development for \$10,000 but not demonstrating how that \$10,000 will be spent / used does not provide additional detail / rationale. Please use the Comments / Assumptions column of the tables and/or the narrative section to provide reasoning, additional info, and <u>cost</u> <u>breakdowns</u> .
Budget Assumptions & Supporting Documents					The numbers (FTE, total amounts, etc.) need to match the first three years of your proposed operating budget. Currently, some of your areas (Operations Administrator) don't match. Also, while some of the numbers match, they don't make sense. You shouldn't have the same costs (level of staffing, etc) in your worst, likely, and best case scenario budgets, since your enrollment and income would be significantly different.
F: Budge					Your rationale regarding having the same # of teachers for your best and worst case scenarios doesn't make sense to me. If 5 FTE is an adequate number of teachers for 250 students, why do you need that many teachers for 150 students? * FOR K12 COSTS TO BE CLEAR, I
					think you should put your total yearly K12 costs under "Contract Services". Please breakdown more <i>details</i> of the K12 costs in the budget assumptions under "Educational Program / Curriculum" and/or in the narrative and provide supporting documentation.

	Pre-opening year budget is	Pre-opening year budget is	Pre-opening year budget	Per the previous review: You should
	not provided.	incomplete, poorly	reflects reasonable	provide a pre-opening budget that
	not provided.	documented, or appears	expenditures that align with	shows all pre-opening revenue (ie.
		insufficient to cover activities	remainder of petition,	grants such as Albertsons) and
		described in the petition.	including: marketing, facilities,	expenditures (facility preparations
		described in the petition.	staffing, insurance,	costs, cost of administrator prior to
			contractors, memberships,	operations, etc.).
			certifications, audits,	operations, etc.j.
			curriculum, technology,	Stating that you don't anticipate
			exceptional student services,	having pre-opening costs in your
			etc. Revenues and	Budget Assumptions and putting
			expenditures are supported	amounts in the 1 <sup>st</sup> year cash flow is
et			by documentation.	not adequate. It is likely that you
Pre-Opening / Start-up Budget			Sy documentation.	will have some pre-opening costs –
BL				won't you have an administrator
dņ				working before the first day of
Ļ				classes? Won't you need to open
Sta				your facility (thus have lease costs)
<b>b</b> 0				in order to process enrollments in
ing				advance of start of the school year?
Der				You need to provide a Pre-Opening
Ŏ				Budget that outlines both the
je				revenues and costs and then shows
с С				the amount you'll have left when
0				you start operations (which would
				then be the starting balance for the
				operational budget).
	Spending priorities do not	An attempt has been made to	Spending priorities align with	Pre-Opening Budget was not
	clearly align with the stated	align spending priorities with	the mission and educational	provided so PCSC staff cannot
	mission and educational	the mission and educational	program and resources. Pre-	evaluate whether spending priorities
	program.	program, but resources	opening budget is adequate	are aligned.
		allocated appear inadequate to	to meet the schools pre-	
		meet pre-opening needs.	opening needs while also	
		-	demonstrating thoughtful,	
			conservative budgeting	
			practices.	

	Operating budgets for the first three years of operations are not provided, are incorrectly	Operating budgets for the first three years of operations are incomplete, poorly documented, or appear	Operating budgets for the first three years of operations are provided on the PCSC's template.	Five-year budget projections are provided.	The majority of the following questions / concerns were raised in the 8-16-13 review, and they remain unaddressed:
H: Three-vear Operating Budgets	formatted, or are incomplete.	insufficient.	Budgets are provided for best- case, worst-case, and most- likely-case scenarios. Revenues and expenditures appear reasonable and are supported by documentation.		<ul> <li>What is the \$250,000 Federal Grant listed in Year 1 revenue? If that is an anticipated Albertson's grant, it should be pulled out of this budget and moved to a Pre- Opening Budget.</li> <li>What is the K12 Balancing Invoice listed in revenue? Are those pre- planned Balanced Budget Credits per your contract? If so, shouldn't you be building a balanced budget without these credits built-in?</li> <li>Why did you estimate PERSI costs at 1%?</li> <li>What documentation can you provide regarding the budgeted amounts (\$600k in Yr 1 for Likely, etc.) for Textbooks and Supplies? I think it would be clearer / cleaner to put the total cost of K12 in the contract services line item and then use the Budget Assumptions to break that down (supplies, LMS, management, etc.) AND provide documentation that supports your budget assumptions (such as an detailed estimate of Yr1 costs from K12)</li> <li>Your Proposed budget has 6 teachers for Yr 2 w/ an enrollment of 250 and 7 for 300 students (etc.), your Best Case budget has 5 teachers for 250 students and 6 teachers for 300, and your Worst Case has 5 teachers for 150 students and 6 teachers for 200 students. Why?</li> </ul>

	Projected growth appears	Growth projections are not	Projected growth is realistic,	The growth to staffing ratios are
	unrealistic or inadequate to	clearly supported by realistic	adequate to meet long range	inconsistent and confusing (see
	meet long range financial	data and/or supported by	financial plans, and supported	question above) and the petitioners
ed	plans.	expanded staff and facilities.	by expanded staff and	have not provided any information
nu			facilities.	in the narrative, budget
nti				assumptions, or elsewhere that
(continued)				allows PCSC staff to determine if
				growth is realistic.
Three-Year Operating Budgets	Spending priorities do not	An attempt has been made to	Spending priorities align with	The mission, vision, and essential
pn	clearly align with the	align spending priorities with	the mission and educational	aspects of the educational program
8	mission and educational	the mission and educational	program and resources are	are unclear in the narrative and the
ting	program.	program, but resources	adequate to achieve stated	budget assumptions don't provide
erat		allocated appear inadequate to	goals.	detailed cost breakdowns, this is
be		achieve stated goals.	°	difficult to determine. While it
ar O				appears there will be adequate
Yea				spending related to technology
, b				(which makes sense in a virtual
hre				environment), it is not clear if other
				aspects of the educational program
				(ie. PTE) have been adequately
				included.
	First-year cash flow	First-year cash flow projection	Adequate first-year cash flow	The following questions / concerns
	projection is not provided.	is incomplete, inadequate, or	projection reflects thorough	from the 8-16-13 review have not
		indicates insufficient	understanding of public	been addressed:
≥		understanding of public school	school funding.	
은		funding.		The cash flow document would be
ц.				easier to read if it was on one page
ü				(landscape orientation).
year Cash Flow				Also, the state support does not
₹				appear in the revenue in the
1 <sup>st</sup>				appropriate months (the early
<u></u>				payment is sent by July 31 but
				should show on your cash flow for
				Aug, regular payments are Oct, Nov,
				Feb, and May).

J – L: Facilities	Specific facility options have not been identified, or too few facility options are provided.	Descriptions of multiple, specific facility options are included; however, detail is insufficient or the facilities may not be adequate to ensure full implementation of the educational program.	Descriptions of three or more realistic facility options are provided with sufficient detail indicating that the facilities are appropriate and sufficient. Facility options are presented using the completed PCSC Facility Options template.	The primary facility option is unusually strong, such as a guaranteed donation of a building or land. Reasonable, well-supported backup options are also included.	Please provide supporting documentation for options #2 and #3. At a minimum, documentation should: a) confirm that you have communicated with the owner about the possibility of leasing the space; b) confirm that the space is available for lease and the owner is potentially willing to lease to you if the petition is approved; c) confirm that the property is appropriately zoned / prepared for your activities or will be prepared prior to your opening; and d) confirm the monthly and total annual cost of leasing that specific property.
	One or more of the proposed facilities are not located within the primary attendance area and/or the district by which the petition was referred to the PCSC.		All of the proposed facilities are located within the primary attendance area and the district by which the petition was referred to the PCSC.		
	Timelines for facility completion are absent or unreasonable.	Timelines for preparation of one or more of the facility options are aggressive and may not be attainable.	Reasonable and appropriate timelines for completion of all facility options are provided.	Contingency plans are provided for use in the event that facility preparation timelines cannot be met.	Given the nature of the type of space (office only) and the plan to lease, the details in the Facilities templates and Pre-Opening timeline are appropriate.
	Petition does not demonstrate that the facilities is (or can be) in compliance with applicable codes, health and safety laws, ADA requirements, etc.	Petition partially demonstrates that the facilities are (or can be) in compliance with applicable codes, health and safety laws, ADA requirements, etc. However, additional information is needed to ensure compliance.	Petition demonstrates that the facilities are (or can be) in compliance with applicable codes, health and safety laws, ADA requirements, etc.	Certificates to verify compliance and/or written quotes for bringing facilities into compliance are included by reference to the appendix.	Per the 8-16-13 review, you should address this in the narrative section of each of your facilities details templates (even if the space is going to be office space only).
M: Pre-Opening Timeline	Pre-opening timeline is not provided using the PCSC's Pre-Opening Timeline Template.	Pre-opening template requires additional development to ensure timely completion of preparation to begin operations.	Complete, pre-opening timeline is provided using the PCSC's Pre-Opening Timeline Template and reflects strong understanding of the steps involved in preparing for operations.		

<b>_</b>	Professional development	Petition expresses an intention	Professional development	Professional development	There is no professional
tio	plan is not included or	to base professional	strategy is thorough, specific,	plan is sufficient (both in	development plan in the appendices
uat	reflects a plan with minimal	development on teacher	and sufficient to ensure	content and resources) to	(just a list of sessions that K12 will
/alı	offerings that is poorly	needs, student progress, and	successful implementation of	ensure successful	provide to new teachers). Though
ш	aligned with the mission or	school mission, but plan is	the educational program and	implementation and	your content in Tab 9 about
t &	clearly inadequate to	vague. Plan needs additional	fulfillment of the mission.	integrates staff feedback and	professional development is
en	ensure successful	development to ensure	Adequate resources are	school and staff evaluation	improved, there is still inadequate
E	implementation of the	successful implementation.	committed to initial and	data in determining future	information about ongoing
lop	educational program.		ongoing professional	training needs.	professional development and ways
s e			development.	0	that the needs of the virtual teacher
De					will be addressed. Please either
lal					address it in Tab 6, Tab 9, or through
ior					an appendix (with references to that
ess					appendix in the appropriate tabs).
N: Staff Professional Development & Evaluation	Plans for teacher and	Plans for teacher and	Petition includes clear process	Plans for working with	There are detailed performance
L L	administrator evaluations	administrator evaluations are	for evaluating teacher and	underperforming	evaluation documents for teachers,
afi	are not included or are non-	vague or insufficient.	administrator effectiveness	teachers/administrator(s)	but no evaluation for the
: St	compliant.	vague of mouncient.	and using results to improve	are included.	administrator included.
z	compliant.		student outcomes.	are included.	administrator included.
	Petitioners have not	Past and planned outreach	Outreach activities designed		The outreach activities list provided
	engaged in significant	activities may not be adequate	to reach a broad audience		by the school demonstrates that a
÷ "	outreach activity.	to ensure community interest	have resulted in documented		significant number of outreach
ea	outreach activity.	and involvement.	enrollment interest and		
ivit		and involvement.			activities were completed prior to
0: Outreach Activities			community involvement with		the submission of this version of the
ö			school development. Planned		petition on 9-12-13. However, the
			outreach is specific and		separate interested students /
			ongoing.		families list provided to PCSC staff
≥	A list of interested families	A list of interested families is	A list of interested families is	The list of interested families	(for confidentiality reasons) reveals
P: Interested Family List	is not included in the	included in the appendices but	included in the appendices	is well organized and	that IDCCRA has only gathered 20
E	appendices.	does not demonstrate an	and demonstrates an	detailed, and includes a	names of students who have
stec List		adequate level of market	adequate level of market	number of potential students	expressed an interest in the school.
res L		interest based on the school's	interest based on the school's	that <i>far</i> exceeds the school's	Given the number of outreach
Ite		stated enrollment targets.	stated enrollment targets.	stated enrollment targets.	activities and the proposed first year
<u> </u>					enrollment of 200-250 students, this
ц.					is concerning.
, t	Draft student handbook is	Draft student handbook is	Complete, draft student		Please note that there is highlighting
len ook	not provided.	incomplete or has not been	handbook is tailored to the		in the Student Handbook (handbook
tuc dbu		tailored to the school.	school.		pg 12) that seems to identify an
Q: Student Handbook					incomplete thought.
ΟI					
-		•	· · · · · · · · · · · · · · · · · · ·	•	

	School calendar is not	School calendar is insufficient	School calendar and schedule	Calendar reflects	Please delete the SDE directions
	provided.	or non-compliant.	demonstrate compliance with	understanding of how	page (appendix pg 253) so that all is
			statutory requirements for	attendance will affect school	included is the IDCCRA calendar.
S			student contact hours, and	finances, and considers other	
lice			are sufficient to ensure a	community factors such as	
Appendices			viable curriculum and strong	holidays, school vacations,	
bbe			professional development.	hunting season, daycare	
				availability, etc.	
Other	Appendices are poorly		Appendices are logically		
đ	organized or lacking critical		organized and include all		
	information.		critical information without		
			providing unnecessary or		
			redundant materials.		

#### **General Comments regarding Appendices:**

RETURN TO TABLE OF CONTENTS

Your appendices are missing some critical documents, such as a Pre-Opening Budget, Teachers / Staff Professional Development and Evaluation Plan, and the Interested Families List.

Please see the Notes as well as the details on the following two pages for more guidance regarding revisions to make to the IDCCRA Bylaws.

#### The following questions / recommendations regarding your BYLAWS (previously identified in the 8-16-13 review) have not been addressed:

- 3.1(b) Having the minimum board size set at 3 is concerning. That would mean that quorum would be just 2 people, so you wouldn't need very many voices / opinions to be involved to make decisions. This would not be likely to yield strong, consistent leadership from the board. We recommend you have a minimum of 5 board members.
- 3.1(c)(2) If all of the initial board members serve for three years, all of their seats will have to be filled at the same time, which can cause knowledge / consistency issues we recommending identifying the current seats (seat #1 (name), etc.) and then staggering the end of the initial terms;
- 3.2 In the first sentence, please make it clear that you are talking about mid-term vacancies. Also, why did you change this so that the person completes the term? If you have an elected board, since the replacement is being appointed (rather than elected), it seems the person should only serve until the next election (as you previously had), particularly if the remaining part of the term is more than 1 year.
- Article 3 You need to add a section about the election and/or appointment process for the Board of Directors for regular terms (rather than mid-term vacancies as outlined in 3.2). Stating that elections will take place at the annual meeting doesn't give enough information. Who can be a board member? How will candidates be identified (by board committee? by stakeholders? Both?)? What will the voting process be? Who can vote for board members? If parents are allowed to vote, how many votes do they get per household? What if parents are separated / divorced and living in separate households (but have joint custody)? Do staff members get to vote? What about employees who are not employed by IDCCRA (ie. by K12)? Will there be general nominations? Or will nominees be identified in advance if so, how? Will proxy voting be allowed? If so, when will proxy votes need to be received by? Answering these types of questions (and more) will allow you to outline a clear process.
- 4.7 It is fine if you have meetings via telecommunication. To align to Open Meeting Law, please add a statement that says that at least one board member or the chief administrative officer to be physically present in-person at the established location of the meeting.

- Article 4 (Meetings) why isn't there a section about posting notice about meetings and special meetings? This should be included in your bylaws to ensure that your board's process / actions align to open meeting law. It does not appear in Article 6 (Notices) either.
- Article 5 (Committee) Through my previous questions, I was not trying to imply that your board couldn't / shouldn't have any committees. Rather, I was raising concerns about the Executive Committee. There may be times when the board will need to establish a committee (ie. to vet potential board members, or to dig more deeply into an area of concern) so you should have a process for committees outlined. I recommended adding a section that states that the board can establish committees (by majority vote of the board) of 2 or more members to complete work of the board. Then have an additional section that clarifies that Committees cannot conduct any formal business and that all votes will take place only at open meetings held by the full board.
- 7.1 (now 6.1) I recommend that you simplify this ... and delete all references to Assistant Secretary(ies) and Assistant Treasurer(s) from this and other sections (7.2, 7.6, 7.7, etc.), because you would need to have a very large board to have / need these positions. Also, this section states that one person may hold 2 offices on the board, except Chairman and Secretary. What about Chairman and Treasurer? It may be difficult to create a separation of financial duties with one person in both roles.
- 11.4 (now 10.4) What is the board conflict of interest policy? Since it is referred to here and is a critical part of the bylaws, it should be included after the bylaws as an attachment (particularly since it also relates to the Code of Ethics).
- Article 11 (now 10) I recommend that you add a statement that all board members will be required to read, agree to, and sign the IDCCRA Board Code of Ethics (or Board Ethical Standards or similar title) within a certain period (30 days?) of being confirmed as a board member (and possibly annually?).
- 12.1 (now 11.1) Since the Bylaws will be an attachment to the school's Performance Certificate, you must have PCSC approval in order for bylaws amendments to be effective.

General Quality Indicators
These indicators apply throughout the p

These	These indicators apply throughout the petition and the petitioning process.					
	Does Not Meet – 0	Partially Meets – 1	Meets – 2	Exceeds - 3	Comments	
Timeliness	Petition and related documents are frequently submitted after deadlines.	Petition and related documents are occasionally submitted after deadlines.	Petition and related documents are submitted in accordance with timelines in statute, rule, and PCSC policy. Exceptions to this are very rare and have <i>advance</i> approval from PCSC staff.	Petitions and related documents are submitted promptly, well in advance of required deadlines.		
Thoroughness	Petition revisions fail to address many concerns and recommendations cited by SDE and PCSC staff. Petitioners attempt to rely on oral assurances in place of written revisions.	Petition revisions address most concerns and recommendations cited by SDE and PCSC staff.	Petition revisions consistently reflect petitioners' best efforts to respond thoroughly to all concerns and recommendations previously cited by SDE and PCSC staff. Revisions are made in the petition document.		Please see in-petition comments, which identify the many comments / questions from the 8-16-13 review that were not addressed.	

	Some petition revisions are made without the use of legislative formatting.		All petition revisions are correctly marked using legislative formatting. Only revisions made since the last PCSC staff review marked. (Legislative formatting need		
			not be used on budget spreadsheets or when entire appendices are simply re- ordered but not changed.)		
Professionalism	Petition contains many typographical errors and/or formatting inconsistencies.	Petition contains a moderate, but unacceptable, number of typographical errors and/or formatting inconsistencies.	Petition contains very few typographical errors and/or formatting inconsistencies.	Petition is free of typographical errors and/or formatting inconsistencies.	
	Quality of writing is poor and requires extensive editing.	Writing requires editing for clarity, consistency, and/or grammatical errors.	Quality of writing is clear, consistent, logically organized, and free of grammatical errors.	Writing is exceptionally strong, presenting concepts in a concise, compelling, and error- free fashion.	
	Petition is poorly organized and/or contains numerous reference errors.	Petition is reasonably organized and contains few reference errors.	Petition is well-organized and references to other documents, sections, and appendices are accurate. The document includes sufficient electronic "bookmarks" for ease of navigation.		Per the previous review Please make sure your petition, including the sections within each Tab are ordered in alignment to this rubric (which is aligned to Administrative Rule).
	Petition contains text obviously taken from other documents and not reviewed or customized.	Petition contains sections of "boilerplate" text that have not been customized to suit the school.	Petition does not rely on text taken from other documents, except as is appropriate for replication of proven models. Any "boilerplate" sections have clearly been reviewed and customized as necessary.		

Communication	Petitioners did not communicate with the SDE or PCSC regarding questions, updates, or issues in the petitioning process.		Petitioners communicated appropriately and professionally communication with the SDE and PCSC. Petitioners sought out assistance from the SDE and PCSC when needed and kept the PCSC updated during the petitioning process regarding any issues / changes.	
ance	Petition format is not consistent with IDAPA 08.03.01.400.	Petition format is mostly consistent with IDAPA 08.03.01.400.	Petition format is consistent with IDAPA 08.03.01.400.	Some sections need to be re- ordered in order to align to this rubric (which aligns to rule).
Complia	Petitioners did not follow the petitioning process as outlined in ID §33-52 and PCSC policy.		Petitioners followed all appropriate steps of the petitioning process as outlined in ID §33-52 and PCSC policy.	

**RETURN TO TABLE OF CONTENTS** 

#### **GENERAL COMMENTS REGARDING THE PETITION**

#### Formatting

Your formatting is generally strong. However, per the previous review, it would help if you use different formatting to clearly identify level one and two (and if necessary, three, etc.) headers within the tabs. For instance, your Special Education section has quite a few sub-sections (Parent Participation, Confidentiality, Accommodations, etc.) but the headers are nearly identical to the one that starts the Special Education section (the only difference being a 1pt font size change), so these sections are not easily identified as sub-sections. They could just as easily be the next main topic. Revising your sub-section headers throughout the document will make it more clear and readable. I recommend doing your main section headers either bolded and underlined or bolded and all caps (or similar), as that will make them more distinct from the sub-headers that follow.

#### <u>Content</u>

Your various sections of the petition provide slightly different images of the type of school you want IDCCRA to be. Your mission and vision are still very vague, as is the Educational Program overview. There are statements that you want to be a technical / occupational skills school but no details about what you mean by that. Your Instructional section (Tab 3) has info about PTE courses, but there isn't any other information in Tab 3 to make it clear that you want to be a PTE school. However, there are other tabs / sections that seem to imply that your plan is to be a virtual PTE charter school. If this is true, it should be clear in the mission, vision, and educational program sections. If I am misunderstanding your intent, you should re-read your petition and make sure that you present a clear and cohesive mission and educational program. Also, *if* this is going to be a PTE school, per the 8-16-13 review recommendations and consequent discussions, you need to provide details about how you plan to successfully implement a PTE program virtually (I recommend this go in Tab 9) and you should also outline if / how the school will complete the process to become an approved PTE school and demonstrate your collaboration with PTE department.

Please see the Notes in all sections above as well as the in-petition comments for further questions and recommendations.

### Idaho Public Charter School Commission Petition Review Founding Board Interviews

Petitioning School	Idaho College and Career Readiness Academy
Dates of Interviews	October 1, 2013
PCSC Staff who Conducted Interviews	Alison Henken, Charter Schools Program Manager
Founding Board Members Interviewed	Kerry Wysocki, Board Chair and Treasurer
	Chris Wood, Vice Chair and Secretary
Found Board Member Not Interviewed	Orval Mauldin

PCSC staff completed interviews with two of the three founding board members of Idaho College and Career Readiness Academy (IDCCRA). In a very brief conversation with the third board member, Orval Mauldin, he indicated that he has not been very involved in the petitioning process and he intends to resign his position on the board.

The interviews focused on the members' interest in founding the school, their understanding of and involvement in developing the petition, their knowledge of board member and authorizer roles, the experience and expertise they bring to the board, their level of understanding regarding school finance and business accounting, and the challenges they anticipate as the school opens.

Individual discussions with the two board members revealed that they bring experience in education, business, and professional-technical programming to the board. One member is a teacher who has worked at both a virtual charter school and traditional public schools, and has taught both core subjects and professional-technical education. The second board member is the general manager of a machine shop, where he has worked for over twenty years. His duties include business operations and finance (including budgeting). During his time there, he has also been involved in the development of professional-technical education programs through CWI and public school districts. Though one board member has business finance experience, the members both communicated that they are primarily relying on K12 to bring school finance expertise. Though the board appears to be lacking in legal expertise, they have an active relationship with outside legal counsel.

The members expressed an interest in founding a virtual, professional-technical (PT) charter school in order to expand access to PT curriculum. One of the members described the process by which he developed an interest in founding a charter school (spurred, in part, by an Albertson's Foundation grant process) and was later connected to K12. The other board member's involvement began after he was approached by a K12 administrator and asked if he would be interested in getting involved. The board has worked with K12 in the development of the petition, with a K12 staff member acting as the primary writer. The board members both stated that they have been involved in high-level (broad) discussions about the petition and have reviewed the petition during the drafting process.

The consensus of the members is that charter schools provide an opportunity for families to make educational choices to meet the needs and interests of their individual children. They described the mission of IDCCRA as providing professional-technical education in a virtual environment, therefore providing access to students who may not otherwise have the opportunity to participate in PT programming. The board members both conceded that they have limited knowledge regarding the nature of the relationship between a school and its authorizer, particularly after the conclusion of the petitioning process; PCSC staff provided feedback and encouraged them to review statute.

The two IDCCRA board members with whom the PCSC staff member spoke seem to consider themselves to be the founding board, and stated that they are "currently transitioning" to a governing board by bringing on new members in anticipation / hope that the petition will be approved. Neither board member identified any significant concerns about the transition from founding to governing board. Both members communicated that they value formal board training, and they identified the following topics as important for the board to understand: virtual education, board roles and ethics, and appropriate board process (including Open Meeting laws).

When asked about potential challenges the school may face in its early years of operations, both members noted the importance of finding teachers and staff that fit the needs of the school, particularly for professional-technical instruction. Additionally, one of the board members noted that it will be important for them to develop a strong business structure and to advertise to get students involved.

#### **SUMMARY**

Strengths of the board:

- Professional-technical education (teaching and program development)
- Business experience
- Commitment to board training

Areas of concern:

- Low level of school finance knowledge (the board is depending on K12 to manage the school's finances)
- Lack of legal expertise by any board members (this issue appears to have been mitigated by the board's regular consultation with legal counsel)
- Small board, with only two active members as of 10-1-2013 (the board members communicated that additional board members will be confirmed at their next meeting)

# Idaho College and Career Readiness Academy

School Opening – 2014

Submitted to the Idaho Public Charter School Commission on July 24<sup>th</sup>, 2013 September 10<sup>th</sup>, 2013 (received by PCSC staff on 9-12-13)

Attendance Area: Statewide

Physical Location: Meridian, Idaho

IDCCRA Authorized Representative: Monti Pittman 6200 N. Meeker Place Boise, ID 83713 Phone: 208-570-3416

September 10, 2013

# **Table of Contents**

Tab 1	6	
Vision	7	
Mission	7	
Executive Summary	7	
Legal Status	8	
Tab 2		
Location and Specific Attendance Area	10	
Proposed Operation and Potential Effects of the School	10	
Facilities	10	
Administrative Services	11	
Civil Liability	12	
Tab 3	13	
An "Educated Person" in the 21st century	14	
When Learning Best Occurs	14	
Educational Program	15	
Core of Instruction	17	
Methods of Instruction	18	
Instruction Courses	19	
Thoroughness Standards	22	
Special Education Services	25	
Gifted and Talented	33	
Limited English Proficiency	33	
Dual Enrollment	34	
Tab 4		
Measurable Student Educational Standards		
Standardized Testing	40	
Accreditation	40	
School Improvement Plan	41	
Tab 5		
Governance Structure	44	

#### September 10, 2013

Governing Board Ethical Standards	47
Parental Involvement	47
Financial and Programmatic Audits	
Tab 6	50
Employee Qualifications	51
Transfer Rights	51
Benefits and Provisions	51
Collective Bargaining	51
Written Contracts	
Teacher Evaluations	
District Evaluation Policy	
Administrator Evaluations	53
Background Checks	53
Health and Safety	53
Disciplinary Procedures	54
Contacting Law Enforcement	
Tab 7	60
Admissions Procedures	61
Waiting Lists	61
Attendance Alternative	61
Public Notice of Enrollment Opportunities	62
Denial of Attendance	62
Internet Use	63
Student/Parent Handbook	63
Tab 8	65
Business Plan	66
Business description	
Marketing plan	66
Management plan	68
School's financial plan	69
Pre-opening plan and timeline	70
Liability Insurance	70
Transportation Services	

#### September 10, 2013

School Lunch Program	71
Tab 9	72
Virtual School Definition	73
Learning Management System	73
Learning Management System (LMS)	74
Lesson Planning and Scheduling Tools	77
Progress Tracking Tools	77
Student Administration Management System (SAMS)	77
The Online Teacher	77
Methods of Instruction	79
Professional Development	80
Teacher to Student Interaction	83
Student Attendance Verification	84
Technical Support	84
Student to Student Interaction Opportunities	85
Equal Access	87
Special Education Services	88
Tab 10	90
Business Arrangements and Partnerships	91
Plan for Termination	92

September 10, 2013

# Appendices

- Appendix 1 Articles of Incorporation
- Appendix 2 Bylaws
- Appendix 3 Elector Petition Forms
- Appendix 4 Charter Start! 101 Workshop Attendance
- Appendix 5 Board of Director Resumes
- Appendix 6 Contracts
- **Appendix 7** Budget Assumptions
- Appendix 8 Three Year Operating Budget
- Appendix 9 Cash Flow Form
- Appendix 10 Facilities
- Appendix 11 Pre-opening Timeline
- Appendix 12 New Teacher Training
- **Appendix 13** Outreach Activities
- Appendix 14 Interested Families
- Appendix 15 Draft Student/Parent Handbook
- Appendix 16 Proposed School Calendar
- Appendix 17 Proposed Parent Survey
- Appendix 18 Idaho Public School Enrollment
- Appendix 19 Performance Evaluation Frameworks
- Appendix 20 Documentation of Application for Non-Profit Status
- Appendix 21 Board Training and Self Assessment

September 10, 2013

# Tab 1

# Vision, Mission, Legal Status

IDCCRA Page 6

**IDCCRA PETITION** 

TAB B1 Page 58

#### September 10, 2013

#### Vision

<u>Through the collaboration of parents, teachers, and staff, IDCCRA seeks</u> <u>To to</u> inspire every student to succeed in their academic and occupational pursuits. <u>Graduates will obtain the skills</u> <u>and confidence needed for a successful, lifelong career.</u>

This is still very broad. What is your vision for the school (overarching model / method) and its students? What does a successful, lifelong career look like? What skills do you want to help them obtain?

#### Mission

<u>IDCCRA seeks</u> To to provide students the opportunity to obtain academic and career skills needed to be successful in post-secondary and career endeavors. <u>Upon successful completion</u> of the program, students will have acquired the requisite occupational skills and work ethic required by employers to be successful in the Idaho job market. Students will have also acquired the academic and occupational skills to successfully participate and graduate from technical post-secondary programs.

Though your mission is improved in some ways, it still does not provide a clear picture of the type of school this will be. Your board and administration should be able to use the mission as a litmus test for possible activities (now and in the future). If a new idea is brought to IDCCRA (by a stakeholder, etc.), the board should be able to consider whether the activity is appropriate for the school based on whether it aligns to the mission. If the mission is too broad or unclear, that cannot be done.

Through concise language, your mission should allow the reader to understand the following:

- what type of school this is (virtual, professional-technical)
- the most important, unique aspects of your school's approach to teaching / learning
- the type of students you want to produce (what types of knowledge & skills they will obtain, etc.)

#### **Executive Summary**

One of the most fundamental obligations of any society is to prepare its students and young adults to lead productive and prosperous lives. Within the U.S. economy, however, there is growing evidence of a "skills gap" in which many young adults lack the skills and work ethic needed for many jobs that pay a middle-class wage. Economic reports estimate that about half of the jobs that will be available in the coming years will be technical in nature. Most of these skills can be obtained with advance technical courses in high school or two year degrees from technical colleges. In a presentation to the Idaho Legislature, Ron Nilson, owner of Ground Force Manufacturing in Post Falls, stated that in his company, a student with a high school diploma and the requisite technical experience can start out at \$13.75 per hour with benefits.

Can you provide a reference to the research you refer to in the first paragraph? I recommend using numerical, endnote-style citations and then providing References list at the end of the narrative (see Syringa Mountain School petition for a good example of this approach).

The first sentence of the second paragraph is difficult to read / understand. You are going to provide technical job skills that are currently available in Idaho industries? Do you mean currently needed / lacking? What kind of job skills?

#### September 10, 2013

The IDCCRA board intends to create a virtual high school that would provide opportunities for all students in Idaho to attend a high school that can provide the technical job skills currently available in Idaho industries. It was decided on a virtual school because there are skill shortages, and students in need of those skills, statewide. Many of the educational districts in the major population centers of Idaho have already created Brick and Mortar Professional-Technical Schools. These schools provide young people in those geographic locations with unparalleled access to occupational skills. The gap, however, is being able to provide these opportunities to the academically at risk, underserved, or geographically dispersed student in Idaho that do not have access to those opportunities.

Idaho College and Career Readiness Academy (IDCCRA) will be a quality virtual charter school that uses technology to connect high school students, parents, and teachers throughout the state of Idaho, in a 21<sup>st</sup> century learning community focused on results. The IDCCRA team of hard working, highly qualified staff, in partnership with parents, will strive for student mastery of a rigorous, research-based curriculum aligned to Idaho academic standards. Delivered on and offline, this unique program will put public school accountability, teacher competence, and meaningful parent/adult involvement at the center of student learning. IDCCRA will provide a high-quality, innovative, and effective individualized virtual charter school education to students who, for a variety of reasons, choose to be, or must be, educated in a virtual school setting.

IDCCRA will offer students a comprehensive high school program that will include occupational opportunities for students. Professional-Technical Education (PTE) course offerings will allow students to explore and focus on occupations of interest. These programs will have the capacity to enrich a student's educational experience while maximizing their ability to be successful within the community and work force. Successful completion of these courses will:

- Provide students the foundation to be successful in pursuing post-secondary occupational certifications
- Provide the career and technical skills required to be marketable in Idaho business and Industry
- Provide work skills required to be successful on the job.

To guide students towards academic success, IDCCRA will call for all students to attend an enrollment meeting that will include the creation of an Individualized Learning Plan (ILP). Through the ILP, students will create a path towards graduation and post secondary school or career options in conjunction with the counseling department.

#### Legal Status – Idaho Code 33-5204(1)

Idaho College and Career Readiness Academy has incorporated as a nonprofit corporation.

- See Appendix 1 for Articles of Incorporation.
- See Appendix 2 for Bylaws.

September 10, 2013

# Tab 2

# **Proposed Operations**

IDCCRA Page 9

**IDCCRA PETITION** 

TAB B1 Page 61

#### September 10, 2013

#### Location and Specific Attendance Area – Idaho Code 33-5205(3)(j)

IDCCRA plans to lease and renovate an existing site in the Treasure Valley area for the school's administrative offices. The IDCCRA Board of Directors is working with a real estate broker familiar with commercial properties that may be suitable for the charter school's offices.

The attendance boundaries will be restricted to students residing in the State of Idaho. Students from all areas of Idaho may enroll into IDCCRA.

The projected enrollment for fall 2014 will be 200 students from around Idaho in grades 9 – 12. There is no specific distribution target anticipated between grades 9, 10, 11, and 12. Based on the model we are proposing, students from any high school grade can start at IDCCRA and be successful.

So far, outreach activities articulated in Appendix 13 have been deployed. As a result of face to face and virtual presentations, 20 families have responded with an interest in attending IDCCRA. IDCCRA will continue to expand its list of interested families. Once the Charter is approved, we will activate the strategies outlined in the marketing plan in Tab 8, and fully anticipate enrolling between 200 and 250 students for the fall 2014 semester.

#### Proposed Operation and Potential Effects of the School – Idaho Code 33-5205(5)

#### **Proposed Operations**

IDCCRA is an Idaho non-profit organization. IDCCRA will be a statewide school with the administrative offices located in Meridian Idaho. The anticipated student enrollment is 200 students with a demographic representative of the students around the state.

The proposed operations section should include more information than this --- think of it as a summary of the other operational sections in the charter (administrative services in this tab and the sections in tab 5, 8, and 9). You should provide an overview of the operational set up (the different entities, etc) and then refer to where more information can be found.

#### **Potential Effects**

We are aware that opening IDCCRA will have an impact on districts statewide, but this impact will be minimal. According to the Idaho State Department of Education (SDE) 2012-2013 Enrollment Summary, there were 83,611 students in the 9<sup>th</sup> – 12<sup>th</sup> grade in Idaho. The proposed enrollment for IDCCRA is 200 students in the first year which would result in a .24% reduction in school districts around Idaho. With the potential for home school student attendance, or students that have dropped out choosing to return to school, the potential impact could even be lower than one quarter percent. See Appendix 18 for a copy of the SDE FY2013 Enrollment Summary.

What about the impact on other virtual schools? If you review the enrollment data more closely, you are likely to see that virtual enrollment (overall) has been similar for the past 2-3 school years. So while some virtual schools are growing and others are getting smaller, there seems to be significant portability of students between Idaho's virtual schools. Have you considered this impact and how you may prevent / address it?

#### Facilities

As mentioned above, IDCCRA plans to lease and <u>if necessary</u>, renovate an existing office space in the Treasure Valley area for the school's administrative offices. <u>IDCCRA has received</u>

#### September 10, 2013

authorization to sublease space from Idaho Virtual Academy (IDVA) in the El Dorado Business Campus in Meridian Idaho. The address is 1695 S. Eagle Road, Suite 150. The proposed cost for Year 1 operations is \$60,000. The proposed facilities provide the space necessary. The current project coordinator occupies an office at this location and extra offices are available if needed. Building Certificate of Occupancy and Fire Inspection reports are included in Appendix 10 to demonstrate safety of building option. IDCCRA will ensure that all facilities are in compliance with requisite codes, and health and safety laws.

Additional facility options include:

- <u>The Grenada Square Building 2264 S. Bonito Way, Meridian.</u> Up to 12,000 Sq. Ft. <u>available to be built out to specification.</u> Estimate in the Facilities Detail form in the <u>Appendix is for 3000 Sq. Ft.</u>
- The Jewel Building 7447 W. Emerald Street, Boise. Up to 8,000 Sq. Ft. available to be built out to specification. Estimate in the Facilities Detail form in the Appendix is for 3000 Sq. Ft.

See Appendix 10 for specific facilities options.

#### Administrative Services

Per the K12 Inc. Services Agreement – 'Section 3.2. Oversight of Kl2. The Board shall be responsible for monitoring K12's performance under, and in compliance with, the terms of this Agreement in accordance with Applicable Law. Accordingly, the Board shall be responsible for overseeing the School's quality, operational and financial performance and for working with the Charter Authorizer as required. K12 shall reasonably cooperate with such monitoring and oversight." (Appendix 6) The IDCCRA Board will evaluate the services provided by K12 annually utilizing the Service Provider Evaluation Tool found in Appendix 6.

Why did you add this statement (above) here? It belongs in Tab 9 / 10, which are supposed to include information about how the board will maintain oversight capacities.

Under the supervision of the IDCCRA Board of Directors, per the K12 Inc. services agreement (Appendix 6), the principal day-to-day management of all academic, operation, and management issues will be assigned to the Head of School ("HOS") who will be assisted by administrative staff. The Head of School will be responsible for IDCCRA operations, will oversee the staff that will manage the school, and will handle the academic and supervisory issues. The Head of School will be an experienced leader with demonstrated expertise in curriculum, instruction, assessment, finance, facilities, business management, governance and administration. The Head of School will supervise an administrative staff that will be structured based on the school's education program and projected enrollment.

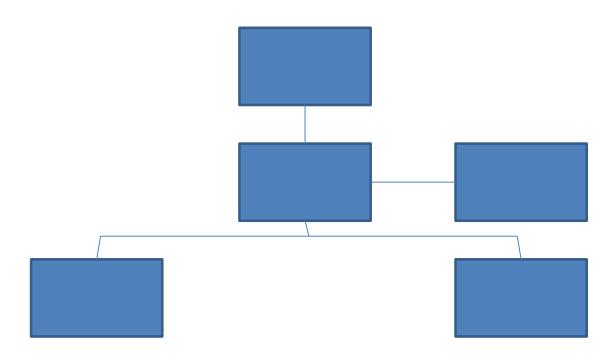
The HOS will make the hiring decisions with the final approval of the board. The remaining employees; Operations Manager, Teachers, Counselors, Registrar, and Administrative assistant will all be Board employees.

The Business Management, HR, Special Education Supervision, and Technology Services will be provided by K12.

Additional narrative on roles and responsibilities is covered in Tab 5.

An organizational chart indicating the employment and supervisory relationship follows:

#### September 10, 2013



#### **Civil Liability** Insurance

IDCCRA is organized and managed under the Idaho Non-Profit Corporation Act. We agree to indemnify and hold harmless the state of Idaho, the Idaho Public Charter School Commission, or any other sending districts, and their officers, directors, agents, or employees from and against all claims, damages, losses and expenses for wrongful acts. We will follow all rules and regulations regarding Idaho code 33-5204 (4)

IDCCRA will secure insurance for liability and property loss. Provision for liability and property loss shall be made for general liability, auto liability, professional liability, and directors and officers" liability in the annual budget. Errors and omissions insurance shall be secured as well.

IDCCRA is working with an insurance broker to secure property and liability insurance and has received preliminary information and pricing. Please see Appendix 6 for a brochure and pricing sheet.

The authorized chartering entity has no liability for the acts or omissions of IDCCRA or the corporation.

September 10, 2013

# Tab 3

# **Educational Program and School Goals**

IDCCRA Page 13

**IDCCRA PETITION** 

TAB B1 Page 65

#### September 10, 2013

#### An "Educated Person" in the 21st century – Idaho Code 33-5205(3)(a)

IDCCRA's intent is to provide students the opportunity to obtain academic and career skills needed to be successful in post-secondary and career endeavors. <u>The skill requirements for</u> today's workforce have changed. As many as half of the forecasted jobs in Idaho do not require a 4-year college degree; rather, they require technical skills as much as they require academic skills. Students need an opportunity to be immersed in a quality education that is not only effective in teaching academic skills, but that teaches the work skills that a student will need to take advantage of the occupations that are going to be available in the job market. Students will gain the academic knowledge and Career-Technical skills necessary to be eligible for post-secondary success and/or gain the career skills necessary to be a contributing citizen of Idaho. Students exposure to an occupational way of thinking will begin preparing them to be ready to enter today's workforce. Further, IDCCRA utilizes technology to deliver the curriculum to students, providing students with an opportunity to gain necessary technical skills for the 21<sup>st</sup> century.

Though you have added some more information here, the specific skills and level of proficiency you believe a student needs is still unclear. Get more specific – what academic skills? what career skills? what technical skills? You have given categories, but depending on someone's philosophical viewpoint and background, they could define these differently. The petition needs to be clear about the educational philosophy that the founders want to instill into the school, both so the PCSC can make an informed decision, and because the petition, if approved, becomes the charter – the guiding document for the school. You should make sure that you give enough detail and depth that future board members and administrators can understand the educational philosophy behind the program.

#### When Learning Best Occurs – Idaho Code 33-5205(3)(a)

Learning occurs best in a variety of settings depending on the individual needs of the student. IDCCRA provides flexibility for individual learners to help create a learning environment that suits him/her best. Additionally, the curriculum will reflect our belief that learning best occurs when:

- 1. Students are actively engaged in integrated and meaningful tasks;
- 2. Students see the connection between what they learn and the real world;
- 3. Students work individually and as members of a group;
- 4. Students, parents, and educators work together to identify academic and personal learning goals;
- 5. Students accept responsibility for learning as an intrinsic part of the educational program;
- 6. Students are supported by mentors and advocates;
- 7. All students have advanced learning opportunities;
- 8. Students see themselves as part of the community and find ways to serve the community;
- 9. Students are allowed to make mistakes in order to achieve success;

IDCCRA Page 14

#### **IDCCRA PETITION**

#### TAB B1 Page 66

#### September 10, 2013

10. A positive and productive learning environment is provided; and

11. Students are given time to reflect on the value and purpose of what they learn.

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

#### Educational Program – Idaho Code 33-1612

One of the most fundamental obligations of any society is to prepare its students and young adults to lead productive and prosperous lives. Within the U.S. economy, however, there is growing evidence of a "skills gap" in which many young adults lack the skills and work ethic needed for many jobs that pay a middle-class wage.

Type 'Technical Skill Shortage in Idaho' and a quick Google search returns several hits on the technical skills gap in Idaho. A recent article published on Newsusa.com and re-distributed in the Idaho State Journal and the Idaho Press Tribune speaks to the issue:

(NewsUSA.com) - Most Americans know the U.S. job market is improving. They may not realize, however, that there is a critical need for skilled tradesmen. America doesn't have a jobs shortage. America has a skills shortage.

For the fourth year in a row, the workforce solutions company ManpowerGroup reports that skilled trades remain the most difficult jobs to fill in the U.S. According to the employers who participated in Manpower's Talent Shortage Survey, the primary reason companies are unable to fill open positions is a lack of technical and trades skills. Yet the demand for skilled trade positions continues to grow.

A recent J. A. and Kathryn Albertson report speaks to The Georgetown Center projection that of an upcoming 14 million job openings, nearly half will go to workers with associate's degrees or occupational certification. While many of these occupations may not be as prestigious as those filled by B.A. holders, they pay a significant premium over many jobs open to those with just a high school diploma, and more surprisingly, they pay more than many of the jobs that will be held by those with bachelor's degrees. It is anticipated that if high school career focused pathways were linked to community college and four-year career majors, more students would finish high school and to on to college for a technical certification.

# Please provide citations / references for your research. Are the statements in the paragraph above summarizing the Albertson foundation report?

An article in the Idaho Reporter.com speaks to a presentation made to the House and Senate education committees by Ron Nilson, owner of Ground Force Manufacturing in Post Falls and Doug Sayer, president of Premier Technologies in Pocatello. They teamed up to speak to the need to develop professional-technical education programs in Idaho schools. They asked lawmakers to integrate professional-technical skills at every level of education to develop a more educated and capable workforce. Sayer went so far as to say "Production and manufacturing companies are facing an "Armageddon" situation if the state doesn't work to correct imbalances in the workforce."

#### September 10, 2013

Nilson stated that skill heavy occupational positions are not dead end jobs. He went on to say that in his company, a student with a high school diploma and the requisite technical experience can start out at \$13.75 per hour with benefits. He said that he doesn't need four 4 year degrees as much as he needs a worker with a state-certified skill set and good work habits.

The vision of the IDCCRA board is to help fill this gap by creating a virtual high school that would provide opportunities for all students in Idaho to attend a high school that can provide the technical job skills currently available in Idaho industries. Tab 9 speaks to the rational for a virtual school.

Your introduction provides some insight into the reasons/justification for providing a school focused on occupational / technical skills. However, this section still lacks clarity around the program you plan to provide. How will you provide occupational / technical skills? Per the previous review, you need to identify the essential elements of the educational program --- the key activities / approaches that when considered together, make up IDCCRA's unique educational program. Overall your educational program section still lacks depth in regards to the program you'll provide. You may want to consider reorganizing your Educational Program section by adding sub-sections for each of the essential elements of your program.

In the paragraph below, you mention "learner goals" that will be assessed. Per the previous review, will the use of learner goals an essential teaching strategy?

The following questions presented in the 8-16-13 review were not addressed:

What does IDCCRA mean by "learner goals"? How will these be established and by whom (the teacher, student, both)? How does this tie into your overall educational program? If it is a critical / significant component, why do you see it as important (and is there research to back that up)?

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

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

The following comment from the 8-16-13 review was not addressed:

IDCCRA Page 16

#### September 10, 2013

This says the Board "will establish a school philosophy". We are looking for the petitioning group to establish the school's mission, vision, and educational program, including the educational philosophy. Again, what will this school be about? You mention a character education plan – what will that be? Can you describe it and/or provide it in the appendices (with a reference)? How will does it tie in with the rest of your educational program?

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

The following comment from the 8-16-13 review was not addressed:

The last sentence in the paragraph above this comment (which is essentially the mission of the Harbor schools, and therefore, may be protected language) does not seem to fit well with the other paragraphs above it. First, it's says "Once again" but this idea has not been mentioned previously. How does your other content (above this last paragraph) address the need for physical and emotional safety? How does that connect to your vision, mission, and educational model? What kind of highly challenging, accelerated content are you planning to implement?

#### **Core of Instruction**

Instruction is inclusive of subject matter content and course offerings. Patterns of instructional organization will be determined by a qualified School Administrator and teaching team, and they will ensure that state standards are met. <u>All curriculum used at IDCCRA will be aligned to the Idaho State Standards (IDSS) and the Common Core State Standards (CCSS) where applicable.</u> This will include special instruction that allows Limited-English Proficient students to participate successfully in all aspects of the school's curriculum and keep up with other students in the standard education program. It will also include special learning opportunities for accelerated, learning disabled students, and students with other disabilities.

The following comments from the 8-16-13 review have not been addressed:

[About the first sentence of your Core of Instruction section]: What do you mean by the first sentence? How? Why?

[About the second sentence of your Core of Instruction section]: Again, you have said that the instructional organization "will be determined". The role of the founding board / petitioning group is to create a petition that will provide a roadmap for the governing board and Administrator. The petition needs to provide a clear direction for them by having a well-thought-out vision, mission, and educational program, including the instructional structure. So you should outline that here. You say in the Executive Summary (Tab 1) that you will deliver content online and offline. How much will be offline? Under what circumstances and for which kinds of students?

With that in mind, the curriculum choice was important. IDCCRA intends to offer students a comprehensive high school program that will include academic and occupational classes. for

IDCCRA Page 17

#### September 10, 2013

students. It was important to the Board to ensure that its curriculum choice was capable of engaging students of all levels. With the complexity of providing courses in a virtual environment, IDCCRA made the decision to go with K12 Inc. as its curriculum provider.

K12 Inc is a leading provider of individualized education solutions for students, and provides a proven depth of understanding that will enhance the student experience. The curriculum can be readily adapted based on student need. The delivery system is able to monitor and report student performance allowing for identification of student's progress toward achieving learner goals and program area performance standards. Additional information on the thoroughness of the K12 curriculum can be found in Tab 9.

#### **Methods of Instruction**

All courses of instruction will comply with state statutes and the rules of the Idaho State Board of Education. All teachers will be certified to teach their assigned courses pursuant to Idaho Code.

The teacher will work with the multiple learning styles of their student by using interactive and multi-media content. The teacher will utilize synchronous and asynchronous tools to interact with the students. Blackboard Connect, a fully-hosted and secure learning platform, will be used in the synchronous classroom environment. The teacher will deliver assignments, projects and assessments that are aligned with Idaho standards. If a student qualifies for special education services, the special education teacher will also be part of the process. Teachers will be able to provide lessons that are digitally recorded for students to refer back to. Teachers will use observational data, such as traditional grading mechanism and tracking data via email and logins. Assignments have the potential to be automatically graded and recorded, or teacher graded.

The following comments from the 8-16-13 review were not addressed:

In what ways will teaching methods differ when instruction is happening in-person vs. virtually? How will it vary with the different types of technology you are incorporating? (If you have outlined this more completely in Tab 9, feel free to refer to it as needed in this section or Tab).

The use of data to evaluate student progress <u>could prompt</u> <u>would illuminate the need for</u> <u>additional help, where necessary</u>, that could include in-class remediation, tutoring, or evaluation for special education services. Data indicators include, but are not limited to:

- Not reaching grade level on state adopted standardized tests
- Meeting criteria for Special Education services as set forth in IDEA and clarified in the most recent Idaho Special Education Manual
- Student's classroom performance.

Teachers will receive training on the learning management system and the curriculum prior to the beginning of school, and will receive in-service opportunities throughout the year. Additionally, teachers will be engaged in the act of direct and indirect teaching throughout the day using a variety of proven teaching techniques including: tactile, visual, kinesthetic, auditory, group, and independent approaches. By taking into account and addressing the varying developmental rates and learning modalities of the student population, it is possible through this indirect and direct-teaching and monitoring approach to keep curricula challenging and the expectations for learning high. See Tab 9 for additional information on teacher training.

The following comment from the 8-16-13 review was not addressed:

IDCCRA Page 18

#### September 10, 2013

What research can you reference to show that these techniques (highlighted above) are proven? (To cite research, you can provide numerical footnote or endnote references and then give a citations list later.)

Parents will benefit by having the ability to login and follow the student's progress on grades, assignments, and upcoming tests, making them a vital part of the student's education.

The following comment from the 8-16-13 review was not addressed:

How active will parents be expected to be? Will they be expected to act as a coach to the student? If so, how will you help parents understand and succeed in that role, particularly if they lack the appropriate background or knowledge to be naturally strong at it? What impact might it have on the student if a parent isn't involved? How will you mitigate negative impacts of a parent's non-involvement?

#### **Instruction Courses**

The first sentence of this paragraph (below) is more clear than anything else l've read about your school / educational program. Perhaps some of this language should be incorporated into your mission?

The intent of IDCCRA is to develop a school that offers students the opportunity to learn occupational skills, ultimately providing students a pathway to work, or to a technical college program, upon graduation. The IDCCRA program will offer students 4 years of occupational training in an industry strand of their choice: manufacturing, web design, business, or health.

It feels like this section may be getting at one of the essential / key elements of your educational program (the four industry strands). I think you should introduce this concept and the stands in the Educational Program section rather than here. When you do, please provide more information about the industry strands. What types of courses will they include? Will there be other activities related to their chosen strand (job shadowing?), and if so, how will that be facilitated? How will you deal with the need to address state standards in the primary academic subjects while also ensuring students can dig into these other courses?

It seems like this "Instruction Course" section is intended to outline some of the specific courses you plan to provide. However, this may be more easily addressed by providing a curriculum framework as an appendix and then referring to it in the educational program (where appropriate).

All students will participate in a common core of instruction that will fulfill the goals and curriculum of the Idaho State Standards (IDSS) and CCSS for English, math, science, and social studies:

- 1. Language Arts and Communication will include instruction in reading, writing, English, literature, technological applications, spelling, speech, and listening;
- 2. Mathematics will include instruction in addition, subtraction, multiplication, division, percentages, mathematical reasoning, and probability;

#### September 10, 2013

- 3. Science will include instruction in applied sciences, earth and space sciences, physical sciences, and life sciences; and
- 4. Social Studies will include instruction in history, government, geography, economics, current world affairs, citizenship, and sociology.

The following comment from the 8-16-13 review was not addressed:

The statement below seems to imply that Professional Technical / Occupational curriculum is a core aspect of your program, since you intend to require students to participate in occupational courses every year. If this is an essential element of your educational program, you should describe it in the introduction / overview at the beginning of the tab [Educational Program section]. Why is this an essential element? What makes you believe that it is important for students to do this? How will it benefit them? Any research to back up your decision to do this?

In addition to core courses, in a student's first year at IDCCRA, they will be required to take a 9 week exploratory course in each of the occupational strands: manufacturing, web design, business, and health. This will not only provide students with a basic understanding of each occupation, but will also provide the foundational skills required in each strand to move to the second year of study in their chosen industry of interest. In the second, third, and fourth year at IDCCRA, the student will take one class in their occupational program of choice each semester. This will allow the student to develop their skills in that particular occupational program, ultimately providing the students the foundation to be successful in pursuing two year post-secondary or occupational certifications. IDCCRA occupational strands will be in compliance with the associated Idaho Division of Professional-Technical Education Career Cluster Models.

It appears (per the final sentence of the paragraph above), that you plan to be a PTE school – that, in fact, PTE may be THE core / unifying model that the other elements of your program need to fit with / under. Is that correct? In previous discussions, I communicated that if this was your intention, it should be clear in your mission, vision, and educational program, and your petition should include a clear description of the process and timeline you intend to take to approved as a PTE school by the Division of Professional-Technical Education (I recommend a commitment to the process be mentioned in the Executive Summary and provide a described in detail elsewhere). Your Executive Summary, vision, mission, and educational program are still not clear in regards to this aspect of your program --- if you intend to be a PTE school, that should be clearly stated.

Students will also be required to participate in occupational courses every year while enrolled at IDCCRA:

- 1. The freshman introduction course will expose students to major concepts encountered in occupational programs;
- 2. The sophomore foundations course will focus on developing knowledge of research and design, problem solving, and creating solutions to various challenges;
- The junior focus course will allow students to focus their studies on a specific area of occupational interest;

# September 10, 2013

4. The senior capstone course further develops the student's exposure to their chosen area of occupational interest by providing the opportunity to create solutions to problems that they may encounter in industry. It is the intent of IDCCRA to develop internships for the students in their geographic location in the last semester.

#### P-Tech Sample Program of Study

Sample Freshman Schedule		Sample Sophomore Schedule	
Semester 1	Semester 2	Semester 1	Semester 2
English 1A	English 1B	English 2A	English 2B
Alg A	Alg B	Geometry A	Geometry B
Speech	Health	Physical Science	Physical Science
		A	В
Earth Science A	Earth Science B	History A	History B
PTE Intro	PTE Intro	PTE	PTE
Course	Course	Foundations	Foundations
Elective	Elective	Elective	Elective

Sample Junior Schedule		Sample Senior Schedule	
Semester 1	Semester 2	Semester 1	Semester 2
English 3A	English 3B	English 4A	English 4B
Econ		Govt A	Govt B
Humanities	Humanities	Math	Math
Biology A	Biology B	Sr Project	
PTE Focus	PTE Focus	Capstone	Capstone
Course	Course	Course	Course
Elective	Elective	Elective	Elective

IDCCRA assures that it will adopt current State Graduation Requirements.

State Graduations Requirements (IDAPA 08.02.03 105, 106, 107), Grading Procedures, and Alternative Credit Options are outlined in the draft Student/Parent Handbook in the Appendix 15.

#### Goals

The goals below provide an overarching outcome of the educational program along with general strategies for accomplishing the specific goals. Numeric outcomes associated with successful accomplishment of the strategies are covered in Tab 4 in the MSES Goals section.

The highlighted statements above do not match the goals that you have provided below. There are three issues here:

a) The goals you present below are not overarching, and instead, include specific numeric targets (even though you state that those won't come until Tab 4). These goals don't need to have numeric targets. Rather, we're looking for the bigger picture goals in this section. Here is an example of a non-numeric goal and strategies to reach it --- IDCCRA students will be proficient in the core subjects of reading, language arts, and math. Strategies to reach this goal: IDCCRA will provide online instruction in the core subjects. Interim benchmark data towards proficiency will be reviewed and students who do not

**IDCCRA** Page 21

**IDCCRA PETITION** 

# September 10, 2013

seem to be making the academic growth necessary to reach proficiency will be provided with additional academic support services.

- b) We want to see goals that are specific to the mission, vision, and educational program of IDCCRA. Currently, you are presenting goals that are generic / appropriate to expect of every school. Proficiency is expected of all ID schools, so while that can be one of your goals, we're more concerned with you identifying goals that connect to YOUR educational program. You mention students developing occupational and technical skills in other places, so what is your goal related to that? What skills and knowledge do you want an IDCCRA student to leave with that would be unique to your school (that is, we wouldn't expect a student at a traditional school to have them)?
- 1. <u>Develop and a viable academic achievement program by achieving a three star rating on the state rating system:</u>
  - a. <u>After two years of continuous enrollment at IDCCRA, 70% of IDCCRA students</u> will demonstrate proficiency on the ISAT in the Reading component
  - b. <u>After two years of continuous enrollment at IDCCRA, 70% of IDCCRA students</u> will demonstrate proficiency on the ISAT in the Math component
  - c. <u>After two years of continuous enrollment at IDCCRA, 70% of IDCCRA students</u> will demonstrate proficiency on the ISAT in the Math component
- 2. <u>Maintain a consistently high rate of stakeholder satisfaction:</u>
  - a. <u>Within two years of the school's commencement, IDCCRA will maintain a</u> retention rate of 65% or higher from semester to semester
  - b. <u>Within two years of the school's commencement, IDCCRA will maintain a</u> retention rate of 65% or higher from year to year
  - c. <u>Of the IDCCRA parents responding to an annual parent survey, on a 1-5 scale,</u> <u>IDCCRA will maintain a score of 3.50 (1=Unsatisfied 3=Neutral 5=Very Satisfied)</u>

The goals in the Thoroughness Standards will also be monitored to ensure that IDCCRA is accomplishing those goals as required.

# Thoroughness Standards – Idaho Code 33-1612

The Idaho College and Career Readiness Academy will fulfill the thoroughness standards identified in Idaho Code 33-1612. It has been established that a thorough system of public schools in Idaho is one in which the following standards are met:

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

Goal: Maintain a positive, safe, and orderly teaching and learning environment that will promote student respect. Each student has the right to an educational experience in a safe and secure learning setting.

Objectives - IDCCRA Will:

- 1. Provide safe and secure facilities as a result of adhering to adopted safety policies as required by city, county, state and federal health, accessibility, fire and building codes.
- 2. Develop, publish, and enforce policies that define acceptable and unacceptable behavior in all environments, including zero tolerance for weapons, violence, gangs, and the use or sale of alcohol or drugs.

# September 10, 2013

- 3. Foster an environment that encourages parents to participate in their student's education, to include school activities.
- 4. Create guidelines for physical safety. These will include but are not limited to the procedures for fire drills, reporting unsafe equipment, methods for checking students in and out of school locations if applicable, notification of parent's rights, and staff monitoring responsibilities.

Standard B - Educators are empowered to maintain classroom discipline.

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

Objectives - IDCCRA Will:

- 1. Develop a student handbook that will provide a code of conduct that includes clear expectations, and consequences for unacceptable behavior.
- 2. Implement a school wide process for teachers to handle minor and major infractions in the classroom setting.
- 3. Teach appropriate behaviors and foster responsible decision-making skills.
- 4. Establish and maintain rules to be used consistently throughout the learning environment.

**Standard C** - The basic values of honesty, self-discipline, unselfishness, respect for authority, and the central 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 - IDCCRA Will:

- 1. Utilize the general philosophy of the character education program throughout all decisions to instill appropriate values.
- 2. Emphasize the importance of adults modeling important values at school.
- 3. Help students build personal bonds and carry out responsibilities to one another and to the faculty and staff.
- 4. 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: A range of effective verbal and nonverbal communication skills are taught.

Objectives - IDCCRA Will:

- 1. Emphasize career-specific communication skills through writing, speaking and electronic media in a meaningful language arts experience.
- 2. Utilize computers and other devices as the primary mode of school-wide communication and emphasize career-specific electronic communication.
- Provide instruction in a foreign language as budget permits. Knowledge of a second language is essential in many occupations. In addition, knowledge of a second language boosts English proficiency, improves memory and self-discipline, and enhances verbal and problem-solving skills.

# September 10, 2013

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

Goal: Develop an educated citizenry that is prepared for the 21<sup>st</sup> century, and beyond, through a dynamic, interactive, academic program where pacing is driven by student capabilities rather than textbooks and or grade levels. Students must be well grounded in the basics such as reading, writing, mathematics, science, and social studies and in the use of technology.

Objectives - IDCCRA Will:

- 1. Use the Idaho State Department of Education's academic standards (<u>IDSS</u>) as a starting point, enhanced by the Common Core (<u>CCSS</u>) and additional challenging curriculum.
- Promote personalized learning goals for each student to identify a student's occupational interest and desire, further directing the student in an occupational path of interest.
- 3. Emphasize occupational professional-technical programs.
- 4. Offer a comprehensive health curriculum as required by the state.

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

Goal: Provide students with basic skills that prepare them for future employment. By using learning tools such as computers, technological equipment, and networks linked to local and nationwide resources, students learn how to be life-long learners and will be prepared to enter the workforce with a solid foundation of knowledge and skills. Vocational education opportunities will be available and required by all students.

**Objectives - IDCCRA Will:** 

- 1. Provide a strong foundation in reading, writing, problem-solving, math, science, history, literature, and computational skills.
- 2. Provide a technology rich environment, encouraging the effective use of technology as a tool in a 21<sup>st</sup> century workplace.
- 3. Enable students to develop intellectual habits important to society: adapting to new situations and responding effectively to new information, solving problems, and locating and evaluating information from a variety of sources.
- 4. Provide a strong foundation in the social competencies required for a student to enter the job market and retain successful employment.

Standard G - The students are introduced to current technology.

Goal: Provide students with technological skills by using learning tools such as computers and a wide variety of learning networks linked to local and nationwide resources. Students will learn how to access current technology and apply that learning in a variety of situations.

Objectives - IDCCRA Will:

- 1. Provide a strong foundation in technological skills by using a virtual format to deliver education.
- 2. Provide a technology rich environment, encouraging the effective use of technology as a tool in the workplace for accomplishing activities such as research, computation, and communication.
- 3. Students leaving IDCCRA will be proficient in the use of a variety of technologies used in a contemporary workplace.
- 4. Professional development and support for the staff will be provided on a continual basis.

#### September 10, 2013

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

Goal: Provide students with the skills and intellectual foundation to become responsible citizens in our society.

Objectives - IDCCRA Will:

- 1. Enable students to understand what it means to be a responsible citizen in their home, school, and community by using the Idaho Standards standard embedded in Civics, Government, History and Economics.
- 2. 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 workload; and working cooperatively with others to reach group consensus.

IDCCRA will use Data Driven Decision Making to evaluate data and to determine the effectiveness of the school and its programs. Data collected and used may include, but is not limited to ISEE data, electronic grade book data, student passing percentages, graduation rate, teacher feedback, surveys, course evaluations, referrals, discipline records and student withdrawals. Components of the data will be monitored daily/weekly/monthly by faculty and staff, and reports will be made to the board at regular board meetings. Evaluation of the data will be used to guide decisions to improve the school.

# Special Education Services – Idaho Code 33-5205(3)(r)

IDCCRA welcomes the opportunity to serve students with disabilities. The founders believe strongly that all students have strengths and weaknesses that must be recognized and accommodated in order to reach their full potential as a contributing member of society. IDCCRA will not deny enrollment to a student with a disability solely because of that student's need for special or related services.

Students with disabilities will be served in accordance with federal and state regulations including Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Educational Act and subsequent amendments and the Americans with Disabilities Amendment Act. A free and appropriate public education will be provided to students with disabilities in accordance with their Individualized Education Program (IEPs).

IDCCRA will adopt and comply with the most up-to-date version of the "Idaho Special Education Manual." The "Idaho Special Education Manual" will be used for identifying, evaluating, programming, developing individualized education plans, planning services, informing about the discipline policy, budgeting, and providing transportation for special needs students, as necessary.

IDCCRA will work to accommodate students with all disabilities who are using the K<sup>12</sup> webbased courses in a distance learning setting. IDCCRA will offer appropriate accommodations by procuring the technology and other services required in the student's IEP to aid these students in navigating through their courses. Further, K<sup>12</sup>'s experience making web-based content more accessible to students with disabilities includes incorporating audio and video enhancements into the courses and using equivalent alternatives to accommodate various

# September 10, 2013

disabilities, such as using text equivalents and various forms of assistive technology. All materials meet the requirements of the National Instructional Materials Accessibility Standards (NIMAS).

#### **Child Find**

As outlined in the most currently adopted "Idaho Special Education Manual, IDCCRA will establish and implement a Child Find system. The IDCCRA enrollment application, a conference call with a K<sup>12</sup> placement counselor, and conference calls with a IDCCRA general education teacher will all provide a query for the parent to indicate a special education or gifted education student. In addition, a careful review of previous school records, after enrollment approval, by IDCCRA's special education director will be undertaken upon receipt of such records to identify any students enrolling who have previously been identified as a student with a disability or exceptionality. IDCCRA's general education teachers will be provided professional development prior to and during the school year about their child find responsibilities, including possible indicators of special education and exceptional needs related to achievement and behaviors. Since IDCCRA will be enrolling students in communities across the state, posting and public notification concerning the process for screening and the availability of special services and programs of instruction for students with disabilities and exceptionalities will be on the school website, in addition to being sent via electronic and/or U.S. postal service mail to all enrolled families.

IDCCRA will implement a screening process that will include any and all referrals by parents and/or other adults including teachers, counselors, or other school professionals.

IDCCRA will ensure that staff and school's constituents are informed of the availability of special education services.

#### **Special Education Services and Support**

All identified students with a disability will have an IDCCRA IEP meeting/review upon enrollment with the appropriate team members in attendance. The appropriate notices/invitations will be issued addressing the virtual nature of the school setting. The IEP will include a statement of the student's current level of academic and functional performance and how the student's disability affects his/her ability to progress through the general education curriculum; a statement of measurable goals; and a statement of educational services, program modification and support necessary for the student to be involved in the general education coursework, including assistive technology. The means for learning and demonstrating proficiency will be aligned to the Idaho Performance Standards (Common Core). Assessment accommodations or alternative instruction procedures will be based on the objectives in the student's IEP.

If a student has a behavioral need, IDCCRA staff will implement a Functional Behavioral Assessment (FBA) and a Behavioral Intervention Plan (BIP). The IEP team will consider, when appropriate, strategies including positive behavioral interventions, strategies and support to address that behavior through the IEP process.

Students with special needs will be supported by their regular education teacher in the least restrictive environment, in addition to receiving the supportive services of a properly credentialed highly qualified special education teacher supervised by a special education coordinator/director designate. IDCCRA will provide a full continuum of settings and services as described by the Idaho Special Education Manual (Chapter 6, Section 2). In determining appropriate settings and services for a student with a disability, the IEP team shall consider the student's needs and the continuum of alternate placements and related services available to

#### September 10, 2013

meet those needs. Related service providers, if required, are located within the geographical vicinity of the student. These related services may be provided through contractual arrangements with the student's district of residence or a private agency/provider.

IDCCRA believes that the IEP is a working document that is to be amended to reflect the student's current academic and functional performance. The IEP will be reviewed at a minimum of once per year and upon evaluation/re-evaluation.

Students with disabilities will participate in the general education program to the greatest extent possible offered by IDCCRA and as determined by the IEP team. The IDCCRA special education teacher will support students with disabilities and provide specially designed instruction through synchronous specially designed instruction using curriculum that is scientifically research based and asynchronous contact which may include phone conferencing, email, and direct, specially designed instruction, via "real-time" interaction through web-conferencing tools. With web conferencing, the special education teacher/general education teacher can provide real time support to the student and assessment of progress towards IEP goals. In addition, parent education can be effectively delivered using web conferencing.

Students with disabilities will fully participate in all general education classroom activities with their classmates including outings and field trips. If necessary, transportation will be provided to accommodate the special needs of the student as determined by the IEP team.

IDCCRA will ensure that each student with a disability is placed in the least restrictive environment. Due to the ability of the student to access the general education web-based curriculum at anytime, the student receiving special education services or programs within the general education classroom is not missing any general education instruction. The only possible exception to this would be related services at a contractor's office.

Oversight and compliance monitoring in a distance learning setting is assured through many means including detailed monitoring of student progress and achievement both in the general education curriculum and on IEP goals through work sample collection, synchronous instruction and assessment, and assessment data collected through the online school by highly qualified general education and special education teachers; file review and monitoring of timelines by the special education director.

Based on K<sup>12</sup>'s experience serving special needs students in 32 statewide programs across the United States, IDCCRA projects that the school will provide special education services across all disability categories as defined by the Idaho Special Education Manual (Chapter 4 Section 7).

IDCCRA believes that it takes a complete team of individuals to serve the student with a disability to ensure academic success. As such, frequent and relevant synchronous and asynchronous communication between all parties is delivered through phone conferencing, notes, emails and web conferencing tools.

Special education teachers will be included in all aspects of the professional development. In order for teachers to develop effective IEPs with appropriate content, instructional modifications, and measurable goals, teachers of students with special needs must be very knowledgeable about the content the special needs students are studying. In some cases, assessments will also need to be modified to meet the terms of a student's IEP. Cases like these demand that special education, and regular education teachers are familiar with the scope and sequence of

#### September 10, 2013

the curriculum, the goals for each child, and the ways they can best achieve success through content or instructional modification.

#### **Parent Participation**

IDCCRA understands the importance of parent participation in their child's education. IDCCRA will make every effort to facilitate open lines of communication with all parents/guardians/acting custodians. In accordance with Board policy and state and federal law, parents/guardians/acting custodians will receive written notice regarding identification, evaluation, and/or placement of their child for special education or other special programs. Parents/guardians will be involved in all placement decisions regarding their child and have the right to request due process hearings at any time.

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

#### Confidentiality

IDCCRA will protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages, including all types of records covered under the definition of "education records" in 34 CFR Part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA). IDCCRA will adhere to the guidelines set forth in the currently adopted copy of the "Idaho Special Education Manual."

#### Accommodations

In addition to the team approach to serving students with disabilities, there may be necessary accommodations that will ensure that students achieve Idaho Performance Standards. The following table provides examples of those accommodations which are instructional and assessment enhancements.

Instructional Enhancements	Assessment Enhancements
Use interactive groupings of students in structured and purposeful settings.	Use multiple forms of assessment such as performance-based assessments.
Draw on student background and knowledge.	Create appropriate test settings; use magnification of print or sound; use color-coding to focus attention where
Teach skills explicitly as appropriate and ensure opportunities for students to apply and practice skills in a meaningful context.	appropriate; allow for frequent breaks; use calculators and dictionaries; and minimize distractions and interruptions.

# September 10, 2013

Use graphic organizers to model organization skills and to engage students in the process.	Integrate technology into a variety of assessment settings.
Use manipulatives and connect learning experiences to real life.	Remind students to use self- monitoring strategies and clarify directions.
Use community experts as resources and as models.	Ensure that language and academic skills are assessed appropriately.
Minimize interruptions and distractions during time-on-task.	Take dictation for students; allow for tape and/or video recordings.
Check often for understanding among students.	Use multiple measures of assessment to access language and academic skills of two language learners.
Teach students' organizational and study skills.	Include samples of second language learners' work as anchors when
Ensure access to resources in the languages, reading levels, and interests of the students.	developing rubrics and other scoring devices.

#### **Related Services**

Special services required in a student's IEP (as listed below) will either be provided by the licensed therapist or individual employed by IDCCRA or contracted by IDCCRA, ensuring the appropriate licensure and background checks are completed. Therapy may be delivered virtually in the home, face-to-face, the parent may provide transportation, and/or the IDCCRA may provide transportation to a contracted therapy agency within a reasonable distance of their home. Other related services may be provided, including but not limited to:

- Mobility training
- Adaptive therapy
- Assistive technology
- Counseling services
- Psychological services
- Speech and Language Services
- Occupational Therapy
- Physical Therapy
- Transportation (when required)
- Interpreter services for the deaf of hard of hearing
- Behavioral Intervention/Supports
- Extended School Year

#### September 10, 2013

#### Evaluation

When screening (Child Find) indicates that a student may be eligible for special education services, IDCCRA will seek parental consent to conduct an evaluation. "Evaluation" means procedures used in the determination of whether a child has a disability and the nature and extent of the special education/related services that the child requires. As outlined in the most currently adopted "Idaho Special Education Manual," Chapter 4, the team will follow all guidelines to appropriately and effectively determine student eligibility under IDEA. The evaluation will be completed by a multidisciplinary team which includes an administrator, a special education teacher, a general education teacher, and other qualified professionals who work with the child and the legal guardians/parents. The report generated from the evaluation will make a recommendation about a student's eligibility for special education services that must be agreed upon by the appropriate team members. Parents may request an evaluation if they suspect their child has a disability. Requests for an evaluation should be made in writing to the Special Education Director at IDCCRA. IDCCRA uses a three tiered Response to Intervention (RTI) and all students will be served appropriately based on their placement within these tiers. Parents have the right to request an independent educational evaluation. When requested by parents, IDCCRA must provide them with information about where an independent evaluation may be obtained.

#### **Grading Procedures for Special Education Students**

Students on an IEP will receive grades according to criteria set forth in Chapter 7 of the "Idaho Special Education Manual" or in the most currently adopted manual.

#### Discipline

In every way possible students who qualify for special education at IDCCRA will be included in all procedures and protocols as specified for all other students at IDCCRA when deemed appropriate. IDCCRA will adhere fully to IDEA and the most current copy of the "Idaho Special Education Manual" in regards to discipline, and will implement proactive Positive Behavioral Intervention and Supports (PBIS) when deemed necessary by the IEP team. . IDCCRA will conduct a Manifest Determination in those instances where required by IDEA.

#### Start-up Guidelines

All public schools must provide services as defined by IDEA 2004 and the Americans with Disabilities Act. Both federal statutes provide national requirements regarding services for and rights of the disabled. Each state must meet minimum federal regulation requirements but may choose to exceed them. It is vital that each school becomes familiar with the federal and state regulations to serve the special education population. The guidelines are adapted based on state requirements. This section serves as an outline.

Subtopic	Recommendations	
Child find	<ul> <li>Query parents using approved online child find questions in Enrollment Placement Register (EPR)</li> <li>Post child find letter in school handbook</li> <li>Send child find letter with initial head-of-school mailing, if applicable</li> <li>Post non discriminatory information on school website</li> <li>Post child find information on school website</li> <li>Track positive responses to child find and refer to the appropriate school personnel</li> </ul>	
Receipt of previous	<ul> <li>Request previous records using parent release of</li> </ul>	

# September 10, 2013

re e e rele	recorde
records	records
	Mail certified letter to previous school to obtain records
	<ul> <li>Visit school if records not received</li> </ul>
	<ul> <li>Contact state agency if records not received</li> </ul>
	<ul> <li>Track and validate all attempts to receive records to</li> </ul>
	state agency
Parent	<ul> <li>Educate parents on school-offered services</li> </ul>
communication	<ul> <li>Track all communication with parent, PAL, and/or</li> </ul>
during enrollment	school staff
Special education	Contact state agency to determine state-required IEP
software	software
	<ul> <li>Purchase web-based IEP software that allows IEP</li> </ul>
	writers in other states to assist with IEP development if
	no state-required software
	<ul> <li>Software used will comply with "Idaho Special</li> </ul>
	Education Manual" requirements for forms.
Initial IEP	Write initial school IEP upon enrollment to indicate
	change of placement and services
Properly	Job descriptions
credentialed HQT	Training
Special education	5
staffing	i tottao on one support to acciet man receivad receipte,
Related services	records requests, and parent communication
Related Services	Finalize contractual arrangements with speech     theremister and school
	therapists, occupational therapists, and school
	psychologists prior to new school start, using school-
	approved contract form
	Contact Director of Special Programs for support
	<ul> <li>Track related services needs of new students during</li> </ul>
	enrollment
	Ensure all students receive needs-related service
	during first week of school
Special education	<ul> <li>Provide weekly special education teacher contact</li> </ul>
service delivery	<ul> <li>Provide special education services as outlined on the</li> </ul>
	IEP
	Drive contact by IEP goals
	<ul> <li>Record all contact in TotalView School</li> </ul>
	<ul> <li>Submit monthly reports tracking progress toward IEP</li> </ul>
	goals
	<ul> <li>Submit progress reports no less than regular school</li> </ul>
	progress reporting periods using state approved forms
Professional	See Tab 9 for more on Professional Development
development	· · · · · · · · · · · · · · · · · · ·
Extended school	Follow ID state guidelines
year	
Transition services	Follow ID state guidelines
(high school)	Use Pathfinder to determine learning styles, career
	interests, etc.
Compliancy	Teachers self-audit files twice a year
checklists (state	Special education director randomly audit files once a
`````	

# September 10, 2013

specific)	year using approved checklist
Teacher	See Tab 6 for more on Teacher evaluations
evaluations	
State department	Ensure special education director attends all relevant
communication	state agency meetings
	<ul> <li>Ensure special education director is included on all</li> </ul>
	relevant state agency distribution lists
Initial evaluation for special education	<ul> <li>Determine school eligibility within state-required time frame</li> </ul>
services	<ul> <li>Process all initial requests through the school's</li> </ul>
	Responsiveness to Intervention (RTI) process
	<ul> <li>Ensure necessary testing is completed by school</li> </ul>
	psychologist, related service provider(s), special
	education teacher, and other providers where
	applicable.
	Obtain written Consent form to parents.
	<ul> <li>Provide a copy of the Procedural Safeguards to parents.</li> </ul>
Re-evaluation for	Review records following state guidelines
special education	Contract with school psychologist, related service
services	provider(s), special education teacher, and other
	providers where applicable for additional testing as
	agreed upon by IEP Team
	<ul> <li>Meet within state-required time frame to determine</li> </ul>
	continued eligibility
Annual IEP	IEP written within required time frame for initial and
meetings	re-evaluation meetings
	IEP amended when deemed necessary based on
Testing	monthly and/or quarterly data
Testing accommodations	<ul> <li>Use tracking tool to indicate each student's location</li> </ul>
accommodations	and allowable accommodations
Child count	<ul> <li>Provide training for all proctors</li> <li>Use state reporting tool to appropriately reflect the</li> </ul>
	<ul> <li>Ose state reporting tool to appropriately reflect the number of students with disabilities served by each</li> </ul>
	school
	<ul> <li>Ensure 100% report completion and submission at</li> </ul>
	each cycle by the special education director

#### Section 504

Pursuant to Section 504 regulations, IDCCRA will individually obtain information that would substantiate a student as eligible for a 504 accommodation before classifying the student as having a disability or providing the student with accommodations under Section 504. The determination of substantial limitation will be made on a case-by-case basis with respect to each individual student, in accordance with Section 504 regulations. IDCCRA will adhere to the currently adopted "Idaho Special Education Manual."

# September 10, 2013

# Gifted and Talented – Idaho Code 33-2003

Please note: Though this section was a requirement for your Sufficiency Review with the SDE, per statute and rule, it is not a required petition element. You are welcome to leave it in the petition if you would like, but the PCSC will not evaluate it. You are also allowed to take it out of the petition. If you pull it out, keep it on hand; if your petition is approved, you will be asked to submit a plan as a pre-opening requirement.

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

For students identified as Gifted and Talented, a variety of methods for meeting their educational needs can be utilized, including acceleration (skipping grades), enrichment activities, curriculum compacting, pull-out programs for the gifted, ability grouping and differentiated instruction. IDCCRA will review all options as needed to ensure that our population of gifted students are acknowledged and are provided opportunities to achieve their full potential.

# Limited English Proficiency – Idaho Code 33-1316

Please note: Though this section was a requirement for your Sufficiency Review with the SDE, per statute and rule, it is not a required petition element. You are welcome to leave it in the petition if you would like, but the PCSC will not evaluate it. You are also allowed to take it out of the petition. If you pull it out, keep it on hand; if your petition is approved, you will be asked to submit a plan as a pre-opening requirement.

IDCCRA will first identify ENL students, students whose dominant language is not English, during the enrollment process. Children and families with limited English proficiency will be provided translation and interpretation services to the extent needed to help the family understand the enrollment process and enroll the student in school in compliance with the Civil Rights Act of 1964, Title VI, 42 U.S.C. § 2000d et seq. and the Equal Education Opportunity Act, 20 U.S.C. § 1703.

In addition to identifying students during enrollment, a home language survey, teacher observation, and student placement assessments will be completed using the Idaho ELD Placement test. A language proficiency assessment (yearly) as well as culminating data on the student's academic performance scores will become part of the components that develop his/her individual education plan.

The Idaho Language Proficiency Assessment (IELA) is a federally mandated assessment for all students served in a Limited English Proficiency (LEP) program. The IELA will be administered annually every spring to calculate growth and proficiency in the English language for each student assessed. All districts that serve LEP students are held accountable to these growth and proficiency measures on the IELA for their ENL students. Accountability is determined through Annual Measurable Achievement Objectives (AMAOs), which each district must meet. Data will be gathered and evaluated annually per federal guidelines and policies.

If ENL students are identified and qualify for ENL services, a thorough plan will be developed that will incorporate World-Class Instructional Design & Assessment Standards (WIDA) into the curriculum. The plan will include, the services of an appropriately licensed ENL or bi-lingual

# September 10, 2013

teacher for the ENL identified students. The ENL teacher can provide support to the students within the distance learning school by: relating background information and experiences to the students to better grasp a concept, scaffold instruction to aid the students in comprehension, adjusting speech or content, providing project based learning experiences, necessary visuals and providing in classroom modeling of best instructional practices for the general education teachers. If a need is established, IDCCRA will consider acquiring and using third party courses to assist with English language acquisition. Exit criteria for ENL students will be consistent with Idaho and federal requirements.

#### Dual Enrollment - Idaho Code Section 33-203 and 33-5205(3)(s)

Students enrolled in the Idaho College and Career Readiness Academy will be eligible to participate in dual enrollment with other publically funded schools in Idaho as required by Idaho Code 33-203. Dual enrollment opportunities will be subject to IDCCRA and local district policies and procedures.

A "Full Time" Dual Enrollment is defined as a student attending IDCCRA more than 4 (four) hours per school day. This situation is not common, but is used if the cooperating school does not collect funding, or, if a student is taking 1 or 2 courses in a traditional home school setting. "Full Time" Dual Enrolled students will have the opportunity to accept or decline the use of a school computer and printer and will follow the same internet service provider (ISP) subsidy guidelines as fully enrolled IDCCRA students.

<u>"Part Time" Dual Enrollment is defined as a student attending IDCCRA more than 2 ½ (two and a half) hours but less than or equal to 4 (four) hours per school day. The most common "Part Time" Dual Enrollment situation reflects 3 courses with IDCCRA and 3 courses with the cooperating school. "Part Time" Dual Enrolled students will not be provided with a computer, printer, or internet service subsidy.</u>

Dual enrollment information and requirements will be provided to parents during enrollment through the IDCCRA Student Handbook. Students will be eligible to dually enroll half time in IDCCRA and another program <u>if the half time Dual Enrollment is approved by the cooperating school officer.</u> Funding for dually enrolled students will reflect the student's participation in each public school program. <u>Each participating school will receive one half ADA funding for dually enrolled students.</u>

Dual enrollment is covered in greater detail in the IDCCRA draft Student/Parent Handbook in Appendix 15.

September 10, 2013

# Tab 4

# Measurable Standards, Accreditation, and Accountability

IDCCRA Page 35

**IDCCRA PETITION** 

TAB B1 Page 87

#### September 10, 2013

#### Measurable Student Educational Standards – Idaho Code 33-5202(3)(b)

IDCCRA, like all public charter schools in Idaho, is required to meet measurable student education standards approved by the chartering entity annually. The accomplishment of these standards demonstrate that students have attained the skills and knowledge specified as goals in the schools educational program.

The following measures have been identified to ensure that the standards are measured and achieved:

Overall, you should remember that your MSES should be closely related to your school's mission. Though your goals are not duplicative of the academic portion of the Performance Framework, when considered as a group, they lack any goals that reflect IDCCRA's unique mission and educational program. The first three goals all related to academic proficiency – though they consider the academic proficiency of students who are continuously enrolled, they are still very similar to data / info we will receive from annual testing results for all schools. Can you describe why one or more of these is particularly mission / IDCCRA-specific? Could you instead develop a couple goals that look at skill sets that are more closely related to your educational program? How will students demonstrate career readiness? How will they demonstrate technical skills?

Also, if you establish any MSES using standardized testing data (as in your current draft), you should not refer to the ISAT exam, since Idaho is switching to the Smarter Balanced Assessment (SBA). I recommend you state that students will meet proficiency on the "state standardized test," in case the test changes in the future.

- 1. <u>After two years of continuous enrollment at IDCCRA, 70% of IDCCRA students will</u> <u>demonstrate proficiency on the ISAT in the Reading component.</u>
- 2. <u>After two years of continuous enrollment at IDCCRA, 70% of IDCCRA students will</u> <u>demonstrate proficiency on the ISAT in the Math component.</u>
- 3. <u>After two years of continuous enrollment at IDCCRA, 70% of IDCCRA students will</u> <u>demonstrate proficiency on the ISAT in the Language Arts component.</u>
- 4. <u>Within two years of the school's commencement, IDCCRA will maintain a retention rate</u> of 65% or higher from semester to semester.
- 5. <u>Within two years of the school's commencement, IDCCRA will maintain a retention rate</u> of 65% or higher from year to year.
- 6. Of the IDCCRA parents responding to an annual parent survey, on a 1-5 scale, IDCCRA will maintain a score of 75% (1=Unsatisfied 3=Neutral 5=Very Satisfied).

With the parent satisfaction goal – while parent satisfaction is good, I question whether it is ideal to include parent satisfaction as one of your key outcomes. Isn't it more important that you demonstrate strong student outcomes? I'm not confident (based on broader academic research about parent satisfaction) that happy parents always = strong school. Again, I believe it is in your best interest to focus all of your MSES on outcomes that relate closely to IDCCRA's unique mission and educational program.

**IDCCRA** Page 36

**IDCCRA PETITION** 

# September 10, 2013

1. Proficiency Test

After three years of continuous enrollment at IDCCRA, 85% of IDCCRA students will meet or exceed state student achievement benchmarks in Reading and Math.

2. Academic Growth

IDCCRA will generate an overall average of 3 points per content area in the Points Earned section of the Growth to Achievement table in the Star Rating System.

3. College Entrance

95% of eligible 11<sup>th</sup> and 12<sup>th</sup> graders will participate in the college placement tests. Of those, at least 75% will meet or exceed college entrance or placement benchmarks.

4. Retention

Within two years of the school's commencement, IDCCRA will maintain a year to year retention rate of 70% or higher.

5. Graduation Rate

IDCCRA will meet or exceed a graduation rate of 90% of all continuously enrolled eligible seniors.

Additional Influencing Educational Measures:

1. Parent Satisfaction

Of the IDCCRA parents responding to an annual parent survey, IDCCRA will maintain a 75% parent satisfaction or higher.

2. Professional Development

Each year 95% of IDCCRA teachers will participate in a minimum of three schoolsponsored professional development activities.

# Measuring Student Progress – Idaho Code 33-5205(3)(c)

The data provided to determine successful implementation of the measures will come from state tests, state measures and benchmarks, and IDCCRA internal records.

The goals in this charter petition will have been met when:

1. <u>After two years of continuous enrollment at IDCCRA, 70% of IDCCRA students will</u> <u>demonstrate proficiency on the ISAT in the Reading component.</u>

Students taking the State Achievement tests will be identified and scores will be evaluated to determine the percentage of students who have scored proficient or advanced on the state assessment. State AYP and ISAT reports will be used to determine the outcome.

2. <u>After two years of continuous enrollment at IDCCRA, 70% of IDCCRA students will</u> <u>demonstrate proficiency on the ISAT in the Math component</u>

Students taking the State Achievement tests will be identified and scores will be evaluated to determine the percentage of students who have scored proficient or advanced on the state assessment. State AYP and ISAT reports will be used to determine the outcome.

#### September 10, 2013

3. <u>After two years of continuous enrollment at IDCCRA, 70% of IDCCRA students will</u> <u>demonstrate proficiency on the ISAT in the Language Arts component.</u>

Students taking the State Achievement tests will be identified and scores will be evaluated to determine the percentage of students who have scored proficient or advanced on the state assessment. State AYP and ISAT reports will be used to determine the outcome.

4. <u>Within two years of the school's commencement, IDCCRA will maintain a retention rate</u> of 65% or higher from semester to semester.

The successful completion of this measure will be the result of comparing students enrolled in the current semester that stay for the upcoming semester. Reports to ISEE and the IDCCRA LMS will be used to determine the outcome.

5. <u>Within two years of the school's commencement, IDCCRA will maintain a retention rate</u> of 65% or higher from year to year.

The successful completion of this measure will be the result of comparing students enrolled in the current year that stay for the upcoming year. Reports to ISEE and the IDCCRA LMS will be used to determine the outcome.

6. Of the IDCCRA parents responding to an annual parent survey, on a 1-5 scale, IDCCRA will maintain a score of 75% (1=Unsatisfied 3=Neutral 5=Very Satisfied).

Of the IDCCRA parents responding to an annual parent survey, IDCCRA will maintain a 75% parent satisfaction or higher. Results of the surveys returned will be counted to determine the percent satisfaction. Please see sample survey in Appendix 17.

If you move forward with a parent satisfaction goal (please see comments above regarding my concerns about this), are you planning to use the response to just the overall satisfaction question for this measurement, or will you calculate an overall / index score that takes all of an individual's responses into account? The latter would be a stronger / more valid approach.

#### 1. Proficiency Test

After three years of continuous enrollment at IDCCRA, 85% of IDCCRA students will meet or exceed state student achievement benchmarks in Reading and Math.

Students taking the State Achievement tests will be identified and scores will be evaluated to determine the percentage of students who have scored proficient or advanced on the state assessment. State AYP and ISAT reports will be used to determine the outcome.

#### 2. Academic Growth

IDCCRA will generate an overall average of 3 points per content area in the Points Earned section of the Growth to Achievement table in the Star Rating System.

IDCCRA Accountability Report will be examined to determine whether the school earned an average of 3 points per content area.

#### September 10, 2013

#### 3. College Entrance

95% of eligible 11<sup>th</sup> and 12<sup>th</sup> graders will participate in the college placement tests. Of those, at least 75% will meet or exceed college entrance or placement benchmarks.

Scores of eligible 11<sup>th</sup>-and 12<sup>th</sup>-graders participating in the college placement exams will be compared to state published college entrance benchmarks to determine if 75% of the eligible students meet or exceed college entrance or placement benchmarks. State reports will be used to determine the outcome.

#### 4. Retention

Within two years of the school's commencement, IDCCRA will maintain a year to year retention rate of 70% or higher.

The successful completion of this measure will be the result of comparing current students returning for the next year to the total number of students at the conclusion of the current year. Reports to ISEE and the IDCCRA LMS will be used to determine the outcome.

#### 5. Graduation Rate

IDCCRA will meet or exceed a graduation rate of 90% of all continuously enrolled eligible seniors.

Successful completion of this goal will be the result of calculating the percentage of eligible seniors that graduate in their senior year. State reports and IDCCRA data will be used to determine the outcome.

#### Additional Influencing Educational Measures:

#### 1. Parent Satisfaction

Of the IDCCRA parents responding to an annual parent survey, IDCCRA will maintain a 75% parent satisfaction or higher.

A survey will be developed and delivered to all parents. The results of the surveys returned will be counted to determine the percent satisfaction.

#### 2. Professional Development

Each year 95% of IDCCRA teachers will participate in a minimum of three schoolsponsored professional development activities.

Record of all IDCCRA required training and teacher attendance will be kept and reported, and made available for review.

Data from a variety of sources can be used to determine the results of the outcomes. Most of the results will come from state reports, to include ISEE, SchoolNet, STAR Ratings, ISAT/AYP, and the College Board. IDCCRA will also be able to capture and present a variety of data through the student logging into and attending school utilizing the IDCCRA Learning Management System (LMS.) A Parent Satisfaction Survey will be developed and shared with the parents to determine parent satisfaction. Professional development activities will be documented.

The highlighted statement is now inaccurate, since your parent survey is included in the appendices. I recommend you just reference the survey here.

IDCCRA Page 39

# **IDCCRA PETITION**

# TAB B1 Page 91

#### September 10, 2013

## Standardized Testing – Idaho Code 33-5202(3)(d)

The students at the Idaho College and Career Readiness Academy will be evaluated using the same standardized tests as other Idaho public school students. The IDCCRA will give the state mandated assessments during the testing windows outlined by the Idaho State Department of Education. Students who qualify for special education services will be included in all statewide and district wide assessment.

Test sites will be setup in the major geographical locations throughout Idaho and staffed with IDCCRA teachers and administrative staff. Students will be scheduled to attend and take test at these geographic locations. IDCCRA teachers and administrative staff will travel to the more remote locations in Idaho to make state testing available for students living in those locations.

Additional assessments may be required as determined by the IDCCRA Board.

Student test results reported may include:

- Individual student progress
- Annual growth
- Grade level and school composite scores
- Comparative results between IDCCRA, and state and national averages

Annual reports will be submitted to the Authorizing Charter Entity and the Idaho State <u>Department of Education</u> demonstrating that IDCCRA is meeting all of the performance standards prescribed by the state and other standards still under construction. <u>Progress toward</u> <u>meeting MSES goals will also be included in the reports.</u> The data may include emerging Idaho State Department of Education standards, benchmarks, and/or IDCCRA developed criteria. <u>Student specific reports will be shared with the families</u>. The a link to the State Department of <u>Education report card for IDCCRA will be included on the IDCCRA website</u>.

#### Accreditation – Idaho Code 33-5205(3)(e)

Accreditation is a process of helping institutions improve through a systematic program of evaluation, assuring that an institution not only meets quality standards, but also that it demonstrates a continuous commitment to providing quality education programs that are aimed at improving student performance.

AdvancED promotes a philosophy that accreditation is an on-going, never-ending process of improvement, not an event that occurs only once every five years. To that end, AdvancED wants institutions to be aware of all requirements before they begin the journey toward accreditation. This Self Assessment of Readiness for Accreditation will help you and others to determine if your institution has the capacity to pursue and achieve accreditation.

Schools seeking initial accreditation must demonstrate that they meet the AdvancED standards and policies, have the capacity to support school/school system improvement, and are committed to growth in student learning and organizational effectiveness.

It is clear from the last sentence of the second paragraph (above) that you have taken this language about accreditation from AdvancEd. You should revise it to be specific to your school and/or provide the appropriate reference.

## September 10, 2013

Idaho College and Career Readiness Academy will be accredited through the Northwest Accreditation Commission (NWAC/AdvancED). IDCCRA will comply with all accreditation standards established by NWAC/AdvanceED and submit required reports to the regulatory bodies in a timely manner.

A school must be in operation for at least two years with demonstrated financial stability before it may be accredited. IDCCRA will then submit the application and will host a readiness review within three months of applying for accreditation, and an external review within 2 years of becoming a candidate.

As accreditation is a continuous process, IDCCRA will maintain accreditation across all grade levels.

Though accreditation is a continuous process, there are more formal process at specific intervals. Please provide some basics here so that it is clear that you understand what IDCCRA will need to do to maintain accreditation.

#### School Improvement Plan – IDAPA 08.02.03.112 and 08.02.03.114

Student learning is the primary focus of IDCCRA. Student achievement policies and procedures will be developed and communicated to all stakeholders. Individual student data will be used to determine instructional effectiveness, and to improve student performance. Student performance and instructional effectiveness will be reviewed regularly to determine where improvements can be made.

If it is determined that student performance is below acceptable standards, steps will be taken to target individual needs. IDCCRA will develop a school Turnaround Plan utilizing the resources of the Idaho State Department of Education.

Idaho requires its low performing schools and districts that are identified under the One-Star and Two-Star categories to provide a plan, within the WISE Tool, for how the district will turn the school around. These plans will be reviewed and must be approved by the ISDE to ensure that what the district and school proposes, meets the minimum qualifications and expectations for school improvement. If it does not, they will be required to revise their plan to meet these expectations.

Appropriate improvement plans will be matched to each school's performance based on the Star Rating that applies to the current year as well as the schools progress over time. The Star Ratings will be used to determine the requisite Wise Tool plan.

Schools identified as 2 Star Focus Schools must implement the Rapid Improvement plan with the assistance of ISDE as outlined in the ESEA waiver. The school's district and the State are responsible for working with the school to implement the plan. If the plan is not working as expected, the school will work with the State and district to make the appropriate changes. The plan must incorporate strategies based on scientifically based research that will close the achievement gaps and address the specific academic issues that caused the school to be identified as a 2 Star School.

The highlighted areas (above and below) still refer to the "district." In previous conversations, we discussed the addition of a sentence (somewhere in the turnaround section) that recognized that since IDCCRA will be a LEA, for the purposes of the turnaround plan, IDCCRA is both the district and the school, and would, therefore, the IDCCRA board and administration will be

IDCCRA Page 41

# **IDCCRA PETITION**

#### September 10, 2013

responsible for all tasks normally divided between the district and the school, and the board would work directly with the SDE to ensure the improvement plan is appropriately implemented. All district references could then be removed (to eliminate any potential confusion).

Schools identified as 1 Star Priority Schools must implement the Turnaround Plan with the assistance of ISDE and a turnaround coach as outlined in the ESEA waiver. The school's district and State will work with the school are responsible for making to make sure that the school implements the Turnaround Plan correctly. If it is not producing the desired results, the school will work with the district and State to make the appropriate changes.

Before the Turnaround Plan is written, the State will conduct an Instructional Core Focus Visit to collect evidence of the school's practices to be used in creating the Turnaround Plan. Before the school <del>or district</del> creates its plan, the <del>district and</del> Board must choose a Turnaround Model to use as a template.

Potential Turnaround Options that the IDCCRA board and district might choose include:

- Transformation Model
- Turnaround Model
- Governance Partnership Model

Once the model is chosen, the IDCCRA board will oversee the development of the school improvement <u>plan</u>, and the school <del>and district</del> <u>will</u> work together to develop a plan that will serve as a framework for analyzing problems, identifying causes and addressing instructional weaknesses that led to low student achievement. Members of the team selected by the board to participate in the development of the plan may or may not include members of the school's administrative staff, and could include external team members if the board deems necessary. The plan must incorporate strategies based on scientifically based research that will close the achievement gaps and address the specific academic issues that caused the school to be identified as a 1 Star School. The plan could also include the removal of members of the school's administrative leadership team.

Based on the Turnaround Option chosen, IDCCRA will follow the guidelines as outlined in the Idaho State Department of Education ESEA Flexibility Request.

The district Board will also be required to oversee the creation and implementation of the District Turnaround Plan based on the Diagnostic Review as a result of the Instructional Core Focus Visit. Members of the team selected by the Board to participate in the development of the plan may or may not include members of the district's administrative staff, and could include external team members if the Board deems necessary. The plan could also include the removal of members of the district's administrative leadership team.

The WISE tool will be used to guide the process and illuminate issues and focus resources to improve the district's and school's performance. Indicators reflecting Turnaround Principles are embedded in the WISE Tool and during the state review of the Turnaround Plan in the WISE Tool, the rubric will provide a score for the plans created for each Turnaround Principle for both the district and the school. School plans will be reviewed for quality by the district leadership and district plans will be reviewed by the Statewide System of Support team.

IDCCRA Page 42

**IDCCRA PETITION** 

September 10, 2013

# Tab 5

# Governance Structure, Parental Involvement, Audits

IDCCRA Page 43

**IDCCRA PETITION** 

TAB B1 Page 95

# September 10, 2013

# Governance Structure - Idaho Code 33-5205(3)(f)

The Idaho College and Career Readiness Academy, Incorporated is an Idaho non-profit organization. The school's Bylaws (Appendix 2) and Articles of Incorporation (Appendix 1) are included in Appendices of the charter application. The Board of Directors will be the public agents who control and govern the school. The Board shall be responsible and ensure that the school is in compliance with all applicable federal and state educational standards, all applicable federal and state laws, rules, regulations and policies as well as the terms and conditions of the charter, and will also have such duties and powers as are set forth in the Articles of Incorporation and the By-Laws Bylaws.

The IDCCRA Board will abide by the Public Records act and Open Meetings Law of the State of Idaho.

Unless determined by the board, the Board of Directors shall not be less than three <u>members</u> (3) nor more than nine <u>members</u> (9), but may never be less than the number otherwise required by law. <u>It will be the intent of the IDCCRA Board to maintain a working board of 5 – 7 members</u> whenever possible. Board members responsibilities and terms of service are outlined in the IDCCRA Bylaws in Appendix 2. <u>IDCCRA will seek to identify potential board members as needed</u>. An emphasis will be on looking for highly qualified members of the community interested in serving on the IDCCRA Board. The IDCCRA Board will be particularly active in looking for potential board members with skills or demonstrated experience in education, law, and accounting.

#### Founding to Governing Board Transition

The role of the Founding Board is to provide vision, and oversight of the creation of the school. Their goal is to create a strong foundation for the mission and vision of the school. Per the IDCCRA bylaws, once the IDCCRA Founding Board Member's terms expire, new members are eligible to be nominated into the formal Governing Board of Directors. Founding Board members are eligible to participate as Governing Board members should they choose. This will help transition the knowledge and commitment to the new Governing Board members. As new members are added to the Governing Board, board training will emphasize the role of the board members and the relationship with the school administration.

Are the board terms of founding board member staggered so that some of the founding board members will be on the governing board? If no, how will you ensure that the governing board is well-trained and knowledgeable about the school's mission, vision, and educational program? Also, how will you prevent / mitigate the potential effects of "founders' syndrome" (when one or more founders has a difficult time letting go / transitioning more operational authority to the administrator, etc.)?

#### **Board Recruitment**

IDCCRA will seek to identify potential board members as needed. An emphasis will be on looking for highly qualified members of the community interested in serving on the IDCCRA Board. The IDCCRA Board will be particularly active in looking for potential board members with skills or demonstrated experience in education, law, and accounting. <u>IDCCRA will also seek to recruit parents of students enrolled in the school. Recruitment notices will be sent out to the students' parents and others contact lists. They will also be posted on the school website, and sent to the IDCCRA Board members' personal and professional associates. The faculty and staff of the school will also be notified of the need for board candidates with specific skill</u>

# September 10, 2013

# sets and asked to help find highly qualified candidates. Resumes will be submitted to the IDCCRA Board for review.

Once you identify potential board candidate(s) how will you vet them and groom / prepare them for board membership? Do you have any ways to get them involved while they are in consideration but before they have been put forward as an official candidate for appointment / election to the board?

#### **Board Training**

Board training will be conducted during regular board meetings utilizing the Idaho School Boards Association's (ISBA) Mini Modules. Initial trainings will begin with Board Member Responsibilities, and the Roles and Relationships of School Boards and Superintendents. Board members will also conduct annual self assessments to determine the effectiveness of the board and to help identify areas in need of improvement and additional training. Content for initial board trainings, and the board self assessment is found in Appendix 21.

It is the intent of the IDCCRA Board to utilize the Idaho School Boards Association's Board (ISBA) Training Mini Modules. The content of these modules will be updated to reflect current topics in education and are designed to be delivered during monthly Board meetings. Twenty minutes will be scheduled to each Board agenda. Each month, a specific Mini Module will be identified for review at the upcoming Board meeting. It will be expected that all board members will review the topic and be prepared to discuss at the upcoming Board meeting. The Board Chair will setup a rotation so that each Board member and the Head of School know when it is their turn to lead the discussion on the specific topic. We believe that conducting training in this manner will allow patrons to be educated on current topics on education in Idaho.

Initial trainings for the Board will be the Board Member Responsibility session then the session on Roles and Relationships of School Boards and Superintendents. The first session, Board Member Responsibility, will be provide the Board the foundational experience required to begin to understand how a board is supposed to work. Topics include:

- The role of the Board Member
- <u>The Board/HOS Relationship</u>
- How Boards Govern.

In the next meeting, Roles and Relationships of School Boards and Superintendents will be covered. This will provide the board with a deeper understanding of board responsibilities in an educational environment. Topics of this session include:

- Policy
- How to Conduct Meetings
- Budget and Finance

When new board members are added, they will be provided with the Board Member Responsibility and the Relationships of School Boards and Superintendents materials to review and be prepared to present to board members at an upcoming board meeting. This will give the new members an opportunity to come up to speed on the foundational responsibilities of an educational board, and provide current board members the opportunity to provide input and feedback to the new member.

# September 10, 2013

Additionally, the Board will host an annual retreat at the conclusion of the fiscal year. This will give the Board the opportunity to discuss what went well the previous year, strategies that they want to focus on for the coming year, and to participate in a more in-depth Board training.

The Board will conduct a self assessment annually, and use this data to inform future board as to potential professional development needs.

The Outline describing ISBA Mini Modules, content for initial board trainings, and the board self assessment is found in Appendix 21.

#### **Roles and Responsibilities**

The IDCCRA Board of Directors, as the governing body of the school, has the responsibility and authority over the charter and the operations and oversight of the school.

The Board:

- is the holder of the charter for the School;
- will participate in the interview and hiring of key school personnel to include the Head of School;
- will have input into the removal of the Head of School, if necessary (see information below);
- will provide the vision, mission and goals for the school;
- will set the budget annually;
- will approve all school policies;
- will exercise continuing oversight of the school operations;
- will ensure an annual audit is conducted by a certified CPA or auditor;
- will ensure that regular financial reports are provided, reviewed and approved by the board;
- will monitor a financial recovery plan, if needed;
- will participate in required training; and
- will make annual reports to the sponsor authorizer.
- The IDCCRA Board of Directors will report to the sponsoring authority as necessary and appropriate as required.
- The Board will contract with an education management organization. The Board has selected K12 Inc. as their services and curriculum provider.
- K12 Inc. is responsible to and reports directly to the IDCCRA Governing Board of Directors regarding all matters concerning the operations of the school.
- The Head of School will be an employee of K12 Inc.
  - The IDCCRA Board of Directors will have input into the hiring and evaluation of the Head of School. The Board may remove the Head of School through the process described in the Services Agreement.

<u>The Board, as an autonomous governing body, will delegate significant authority for its</u> <u>operational responsibilities and execution of policy and procedure to the administrator. The</u> <u>administrator, a K12 employee, will be responsible to and report directly to the IDCCRA</u> <u>Governing Board of Directors regarding all matters concerning the operations of the school.</u> <u>The IDCCRA Board of Directors will have input in the hiring and evaluation of the administrator.</u>

Among the Head of School's responsibilities are to:

- The administrator's responsibilities will include:
  - · oversee and manage overseeing and managing all school level staff;

IDCCRA Page 46

# **IDCCRA PETITION**

# September 10, 2013

- ensure ensuring that all policies and directives of the IDCCRA Board of Directors are executed;
- attend attending all Board meetings;
- attend attending all appropriate Idaho Department of Education meetings and district level meetings;
- provide providing school level leadership; and
- ensure ensuring all state reporting and compliancy.

The administrative staff will report to the school administrator, and will vary depending on the needs of the school. The composition of the administrative staff will be determined annually. Some positions may be employees while others may provide services as independent contractors. Initial forecasts of employees employed by the board include the Operations Manager, teachers, academic counselors, registrar, and administrative assistant. The number and composition of these positions can change depending on growth, and in adjustments to the annual staffing plans and budgets.

Business management, Special Education, HR, and Technology Support will be provided by K12 per the Services Agreement. These positions will provide support under the guidance of the IDCCRA Academic Administrator.

The requirements for services and performance are clearly laid out in the services agreement with K12 Inc <u>as outlined in Appendix 6.</u> The board will evaluate K12's performance annually. <u>A</u> <u>copy of the Service Provider Evaluation Tool can be found in Appendix 6</u>.

The Board will review monthly finance reports, monthly academic reports, evaluation of the data on student withdrawals and year over year retention rate, and most importantly student academic achievement. The Head of School will be required to provide this information at each board meeting. Even though the Head of School is not employed directly by the Board, the two entities must work hand in hand in order for the school to be successful. Establishing a strong line of communication and partnership between the Board and K12 Inc., the Board and the Head of School, and among all parties and the Public Charter School Commission will be vital to the success IDCCRA is able to provide for students.

# **Governing Board Ethical Standards** – Idaho Code 33-5204(a)(2)

IDCCRA Board of Directors will adhere to the professional standards as outlined in the Code of Ethics for Idaho Professional Educators, created by the Professional Standards Commission and approved by both the State Board of Education and the Idaho legislature (IDAPA 08.02.02.076) and the statutory provisions identified in Idaho Code §33-5204 & 5204A. Each board member will be required to sign a copy of a Code of Ethics and a Code relating to Nepotism as a requirement to serve on the board. Signed copies of current board members can be found in Appendix 20.

# Parental Involvement – Idaho Code 33-5205(3)(f)

Direct parental involvement is fundamental to the success of IDCCRA. The most fundamental role parents will play as learning coaches is to support their child's learning and to help continuously evaluate IDCCRA's operation, governance, and instructional program. Parents will be asked to support school wide initiatives, participate in learning center activities, and be committed to support the school's goal for every student to reach their full academic potential.

IDCCRA Page 47

# **IDCCRA PETITION**

## September 10, 2013

The school will offer support through parent training, speakers, and modeling. Face-to-face sessions will be an integral part of the program and will be provided in regional tutoring centers across the state.

At IDCCRA, parents will help guide students through their daily coursework using the K12 network of curriculum offerings and the OLS. Parents will be expected to partner with teachers daily via phone, email, and synchronous sessions using online platforms or in person to ensure students are on track and in line with the expectations set by the school. IDCCRA parents will be expected to be proactive, to contact teachers, specialists, and other parents to solve problems, to give feedback, or pass on ideas and insights to the school community. The school also expects parents to volunteer their time and effort on behalf of the school—and to suggest, help organize, and participate in field trips, other educational outings, and social events.

In addition:

- Parents can hold a direct leadership position and influence the management of the school by serving on the IDCCRA Board. The Board sets policy and provides governance and oversight on IDCCRA academic, extracurricular, finance, personnel, daily operations, and legal matters.
- Parents who are not members of the Board are actively encouraged to attend Board and other IDCCRA meetings and to participate on ad-hoc committees appointed to address specific issues. <u>Parents, like board members, will be allowed to participate</u> <u>remotely per the IDCCRA bylaws.</u>
- Teachers will initiate regular conferences and conversations with parents about their child's progress and also about parents' needs and concerns about the operation of the school. Parents are free to contact teachers, specialists, and other parents to solve problems, give feedback, or pass on ideas and insights to the school community.
- Parents will help us to continuously evaluate the operation and governance of the school both online and offline. IDCCRA will survey parents online annually to determine their satisfaction with their overall experience. Criteria of the survey will include the curriculum, instruction, Online School, administration, support, quality and delivery of materials, working with the lessons, student progress, student attitude towards learning, communication, and interaction with other IDCCRA students and parents. Parents may supply critiques and/or endorsements regarding their experience at IDCCRA.
- Throughout the school year, the principal, other administrators, and teachers will account for contributions that parents and community members have made to the operations and governance of the school and communicate this to the Board and the school community through the school website, in print reports and in face-to-face meetings. New opportunities for parents and community members to contribute will always be considered.

Per the previous review, please remove all references to programmatic audits (see the highlighted section of the header, below), as programmatic audits are no longer required by statute or by the PCSC.

#### Financial and Programmatic Audits – Idaho Code 33-5205(3)(k) 33-5206(7) 33-5210(3)

Financial and Programmatic audits will be conducted annually as required by Idaho Code and the Charter Commission. The IDCCRA will identify and contract with independent auditing organizations to conduct the specific audits. Appropriate data will be collected and prepared to

# September 10, 2013

present for the audits throughout the year. A copy of all audit results and requisite reports will be submitted to the Charter Commission, the State Department of Education, and other regulatory bodies as required in IC 33-5205(3)(k), IC 33-5206(7), and IC 33-5210(3). IDCCRA will also comply with the reporting requirements of IC 33-701(5-10). If additional independent audits are required by a regulatory body above and beyond the annual financial and programmatic audits described above, the audits will be conducted at the expense of the requesting body. School budgets and expenditures, to include the check register, payroll report, and teacher contracts, will be posted on the IDCCRA website.

September 10, 2013

# Tab 6

# **Employee Requirements**

**IDCCRA** Page 50

**IDCCRA PETITION** 

TAB B1 Page 102

# September 10, 2013

# Employee Qualifications – Idaho Code 33-5204(a)(1) and 33-5205(3)(g)

IDCCRA staff will meet all qualifications required by state law. The teaching staff, where necessary, will be required to meet the definition of 'Highly Qualified' or whatever definition currently required by the State of Idaho. Professional-Technical Education (PTE) teachers will be required to hold the appropriate endorsement in an appropriate occupational discipline. These endorsements may be held on a Secondary Teaching Credential or on an Occupational Specialist Certificate. These PTE instructors will be dedicated to preparing students for transition to college and/or career professions beyond high school. Administrators for IDCCRA must hold an Idaho Professional-Technical Administrator's Certificate. Copies of certificates for all certified teachers/staff members will be kept on file at the school and will be available for review upon request.

The staff will be required to possess personal characteristics, knowledge, and experience consistent with the teaching profession in Idaho and the philosophy, mission, and expectations of the IDCCRA. The school administrator will make recommendation to the IDCCRA board for approval.

The IDCCRA will reserve the right to seek limited or alternative certification staff as authorized by the SDE when deemed in the best interest of the educational program.

IDCCRA will not discriminate in the hiring process.

#### Transfer Rights – Idaho Code 33-5205(3)(p) and 33-1217

The transfer rights of an employee choosing to work for IDCCRA and the rights of such employees to return to any non-charter school after employment at IDCCRA will be dependent on the school district from which the employee might transfer and in compliance with Idaho Code §33-5206(3). IDCCRA claims no transfer rights.

# Benefits and Provisions – Idaho Code 33-5205(3)(n)

- Public Employee Retirement System (PERSI)
- ⊖ Unemployment Insurance
- ⊖ Federal Social Security
- Health Insurance
- Worker's Compensation Insurance

<u>The School will provide</u> all qualified employees with the Benefits and Provisions in accordance with IC 33-5205(3)(n). with will be required to participate in <u>This includes</u> the PERSI retirement system, Federal Social Security, Worker's Compensation, Unemployment, and Health Insurance to the extent required by Idaho law.

# **Collective Bargaining** – Idaho Code 33-5205(3)(q)

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

#### September 10, 2013

## Written Contracts – Idaho Code 33-5206(4)

All teachers and administrators who are employees of the board will be on a written contract in a <u>format</u> approved by the Superintendent of Public Instruction.

# Teacher Evaluations – IDAPA 08.02.02.120

The administrator will conduct an evaluation of each staff member by February 13 and a second evaluation prior to the end of each school year using evaluative tools created using the Charlotte Danielson Method. Both evaluations will include content currently required by the Idaho State Department of Education.

If a teacher is determined to be underperforming, a decision will be made as to whether the teacher will be put on a plan of improvement, or a dismissal process will be initiated. The administrator will assist the teacher who is performing below a satisfactory level with developing their personal improvement plan. The plan will be monitored by the Principal and may include additional training, mentoring, or classes as needed.

The following comments from the 8-16-13 review were not addressed:

The Teacher Evaluations section and District Evaluation Policy section seem to have duplicative information. If they are truly distinct, please revise to make that clear. If they are about the same thing (as it appears), please merge them.

Your teacher evaluation plan needs more detail, either here or in an appendix focused on professional development and evaluation. What will it include (observations, discussion with teacher, student feedback)? How will it be conducted? What types of evaluative measures will be included? What types of characteristics / traits / actions will you look to see from successful teachers?

# District Evaluation Policy - IDAPA 08.02.02.120

IDCCRA will follow the personnel practices required by Idaho Code 33-513 and IDAPA 08.02.02.120, to include supervision, evaluation, and dismissal. The IDCCRA Board will develop and adopt policies for teacher performance evaluation in which criteria and procedures for the evaluation of certified personnel are aligned to the Charlotte Danielson's Framework for Teaching Second Edition, or the model currently used by the SDE.

Domains include:

- 1. Planning and Preparation
- 2. Learning Environment
- 3. Instruction and Use of Assessment
- 4. Professional Responsibilities

Once the school is approved and the administration hired, a detailed evaluation model utilizing all the necessary requirements will be developed that could also include the use of school data, observations, surveys, student feedback, etc., for use in professional development to cultivate teacher growth. <u>See Appendix 9 for additional information on teacher professional</u>

# September 10, 2013

<u>development.</u> New teacher training will be conducted in accordance with the K12 Virtual New Teacher Training located in Appendix 12 to help new teachers be successful when entering a virtual classroom and continuous Professional Development opportunities will be offered annually in accordance with the Additional MSES goal in Tab 4.

Appendix 9 is not additional info on teacher professional development. Did you mean to refer to Tab 9 regarding teacher professional development as it relates to virtual schooling?

# Administrator Evaluations – IDAPA 08.02.02.120

A sub-committee of the IDCCRA Board will evaluate the Head of School and the performance of the IDCCRA contracted curriculum provider annually. The committee will use evaluative tools covering the following areas; general contract compliance, educational program, human relations, financial and operations, and student records and data. The sub-committee will make a recommendation to the Board of whether or not to continue the contract. The evaluation period will be from July 1 through June 30<sup>th</sup> annually. Please see Appendix 6 for the sample evaluation tool.

Appendix 6 is not a sample evaluation tool. There is a sample evaluation in Appendix 19, but it is all labeled "teacher." Are you planning to also use it for the administrator, or is one of the tools / rubrics intended to be used for the administrator (and it's just labeled wrong)?

# Background Checks – Idaho Code 33-5210(4)(d)

All IDCCRA employees, <u>board members, and volunteers</u>, will be required to undergo and pass a State of Idaho criminal background check. A record of the employee background check will be maintained in the Certification Office at the SDE, and in the school employee's personnel file.

# Health and Safety - Idaho Code 33-5205(3)(h)

The IDCCRA Board will comply with the provisions of Idaho Code to ensure health and safety of staff and students by implementing safety policies and procedures. This will be accomplished by utilizing the Idaho School Boards Association Policies and Procedures Manual as a template for selecting, modifying, and adopting policies based on the requirements of IDCCRA. Policies will be evaluated on an ongoing basis, and will be incorporated into the school's Student Parent handbook as appropriate. Policies will be incorporated as appropriate into school handbooks and will be reviewed as needed in school staff development efforts. The IDCCRA administrative leadership will ensure that the school's employees understand and are able to implement the school's vision upon hiring and through in-service training.

Applicable Health and Safety policies and procedures would include:

- A criminal history background check for all employees in compliance with Idaho Code 33-130. This requirement will be a condition of employment.
- A requirement that all students have proof of immunization in compliance with IC 39-4801 or have a written parental waiver. Students will also be required to have a birth certificate in compliance with IC 18-4511 or other type of government issued identification prior to being enrolled.
- The adoption of policies to meet required building codes and allow the inspection of facilities by appropriate agencies in compliance with IC 33-1613.

# September 10, 2013

- Providing training on appropriate reporting to the Idaho 211 Care Line and the Idaho Suicide Prevention Hotline.
- Anti-Discrimination (See Appendix 15)
- Sexual Harassment (See Appendix 15)
- Disciplinary Code included in the Student/Parent Handbook (See Appendix 15), which includes acknowledgement and compliance with the Code of Conduct and Acceptable Use Guidelines which includes guidance on:
  - o Accountability
  - Inappropriate Behavior
  - $\circ$  Weapons
  - $\circ$  Threats
  - Tobacco, Drugs, and Alcohol
  - Cyberbullying
  - Student Internet Safety.

#### Disciplinary Procedures – Idaho Code 33-5205(3)(I) and 33-205

#### A Safe Place Where Students Have a Voice

As part of IDCCRA's holistic approach to each student's success, it will offer a Social and Emotional Learning (SEL) program for grades 9–12. The SEL program is an important part of student learning. It will provide a safe place where the spotlight is on students.

During the school year, students attend advisory sessions in an online forum facilitated by a specially trained teacher. For their first two weeks in school, students participate each day to become familiar with the online experience and to get to know their classmates.

Through the program, students grow in five key social and emotional areas necessary for thriving in school and life:

- self-awareness
- self-management
- social awareness
- relationship building
- responsible decision-making

In the sessions, students discuss topics relevant to their lives, creating a strong sense of belonging and community among peers, as well as allowing the teacher to learn more about each student on a deeper, more personal level.

As a result of sharing in a respectful environment where people listen to and value those who contribute, the students discover a vital part of their personal identity—their own voice. And as their confidence and self-esteem grow, students begin to flourish in class and beyond.

#### Teachers Focus on Their Students' Well-Being

Through the program, teachers will focus on their students' academic, social, and emotional well-being. For example, because of a deeper understanding of students' lives through group discussions, a teacher may learn that a participant is homeless. After addressing this issue with the student, the teacher will notify the counselors who will help the student connect to the services he or she needs most. The student's teachers will also be notified so that they can understand the student's issues and be prepared to help the student succeed academically.

# September 10, 2013

Our teachers will be versed in facilitating discussions that connect students' real-life world to their academic studies. A teacher may open the day's discussion about an instance of social injustice reported in the news, and then draw the group into a conversation about a book they're studying, such as *Lord of the Flies*.

Through the SEL program, students who once felt like outsiders can discover the worth of their individuality within the community. They're developing life-changing skills that will help them be successful students, productive adults, and generous citizens.

# **Discipline**

At the beginning of each semester, a copy of the Student/Parent Handbook will be provided to enrolled students and parents. Material in the handbook will be reviewed and pertinent material covered. The review will constitute the basis for having informed students of the IDCCRA policies and procedures, and the requisite disciplinary actions should students fail to adhere to them.

Consequences of not adhering to IDCCRA policies and procedures include but are not limited to:

- Loss of privileges
- Letter sent to the parent
- Telephone call to the parent
- Student Parent conference with principal
- Suspension
- Expulsion

The principal will determine the appropriate consequences for infractions and reserves the right to choose any of the listed consequences, without regard to whether any other consequences have been previously used.

#### Suspensions:

The Head of School, Principal, or designee may temporarily suspend any pupil for disciplinary reasons or for other conduct disruptive of good order or of the instructional effectiveness of the school within compliance of Idaho Code §33-205.

A Principal, Head of School or Assistant Head of School may temporarily suspend a student for up to five (5) school days.

The Head of School may extend this suspension for an additional ten (10) school days.

The Board may extend this suspension an additional five (5) days upon a finding by the Board that an immediate return to school by the pupil would be detrimental to other pupils' health, welfare or safety.

Any pupil who has been suspended may be readmitted to the school by the Head of School or Principal who suspended him/her upon such reasonable conditions as said Head of School or Principal may prescribe.

#### September 10, 2013

The period of suspension may be "suspended" or "deferred" to allow the student to continue with education, and the student may be required to participate in work and attendance as determined by the Head of School or the Assistant Head of School. If a student is suspended for inadequate attendance, they will be provided with information regarding options to transfer to other public school programs.

- A. <u>Written Referral</u>: Violations shall be presented in written form (such as an e-mail) and should be specific as to the misbehavior or breach of the Code of Student Conduct.
- B. <u>Student Notification</u>: The student will be placed on notice of the alleged violation by the Head of School or designee.
- C. <u>Initial Conference:</u> An initial conference (in person or by tele- or video-conference) shall be conducted by the Head of School or designee.

A. <u>Charges and Evidence:</u> The Head of School or designee shall confer with the student, explain the charges and evidence against the student, and allow the student an opportunity to present his or her side of the story prior to taking disciplinary action.

B. <u>Parental Assistance</u>: The Head of School shall make a good faith effort to employ parental assistance or other alternative measures prior to suspension. The Head of School may suspend the student immediately. The Head of School will take into consideration the seriousness of the breach of conduct; whether the conduct is disruptive enough to require immediate suspension and/or if an emergency situation exists.

D. Parental Notification:

A. <u>By Telephone or E-mail</u>: The Head of School or designee shall make a good faith effort to notify the parent by telephone or e-mail of the student's misconduct and the proposed disciplinary action.

B. <u>By Written Notice:</u> Regardless of whether there has been communication with the student's parent by telephone, the Head of School or designee shall, within twenty-four (24) hours of taking disciplinary action, send written notice to the parent describing the disciplinary action imposed and the reason for the action taken.

- E. <u>Board Notification: The Board of Directors shall be notified of any temporary</u> suspensions, the reasons therefore, and the response, if any, thereto.
- F. <u>Appeal or Challenge</u>: If the student and/or parent(s)/guardian(s) wish to appeal or challenge the suspension, the Head of School or designee will schedule an informal meeting to discuss the charges, any evidence substantiating the charge, the sanctions imposed and the reason for such sanctions. After this informal meeting, the student and or parent(s)/guardian(s) may request a formal hearing before the board if they are still unsatisfied with the decision of the Head of School or designee. This formal hearing will follow the same pattern as those required for expulsions. This hearing should take place within thirty (30) days unless the student and/or parent(s)/guardian (s) request more time.

#### September 10, 2013

#### Expulsions:

Pursuant to Idaho Code § 33-205, the Board of Directors may deny enrollment or expel a student who is:

- 1) an habitual truant;
- 2) who is incorrigible;
- for any violation of the Code of Student Conduct, or for any conduct which in the judgment of the board, is considered to be continuously disruptive of school discipline, or of the instructional effectiveness of the school; or
- 4) whose presence in a public 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.
- A. <u>Notice:</u> The written notice by certified mail shall state the grounds for the proposed expulsion or denial of enrollment and the time and place where such parent(s)/guardian(s) may appear to contest the action of the Board to deny school attendance. The notice will state the rights of the pupil to be represented by counsel, submit any evidence and/or produce any witnesses on his/her own behalf, and cross-examine any adult witnesses who may appear against him/her. If the notice to the parent by certified mail is returned as unclaimed, the parent will be deemed to have been provided notice pursuant to Idaho Code § 33-205 and have waived the right to a due process hearing.
- B. <u>Hearing</u>: The Board of Directors shall have a full and fair formal hearing on the allegations set forth in the written notice.

This hearing shall occur within a reasonable period of time. The student and/or parent(s)/guardian(s) may request a delay in order to be prepared for the hearing. The hearing shall be held within 30 days of the notice of intent to expel, unless there are extenuating circumstances or a request for an extension of time has been granted to the student/family.

During this hearing the Student shall have the right to be represented by counsel, submit any evidence and/or produce any witnesses on his/her own behalf, and cross-examine any adult witnesses who may appear against him/her.

C. <u>Procedure</u>: After proper notice as set forth above, the following procedure shall be used.

1. <u>Opening Statements</u>: Both sides shall have the opportunity for opening remarks or statements.

2. <u>Burden of Proof</u>: The IDCCRA has the burden of establishing grounds for the expulsion of the student based on the allegations set forth in the written notice.

3. <u>Cross examination</u>: The student or their counsel may cross-examine adult witnesses.

4. <u>Student's Case:</u> The student or their counsel has an opportunity to present evidence and/or witnesses.

5. <u>Closing Remarks</u>: Both sides have the opportunity to provide closing remarks.

#### September 10, 2013

6. <u>Decision</u>: At the close of the hearing, the Board of Directors will retire to deliberate the case and upon reaching a decision will issue findings of fact and conclusion supporting their decision. Upon a motion made in open meeting, the Board will issue the approved Findings, Conclusions and Decision. A copy of which shall be delivered to the student/parent(s)/guardian(s).

- D. <u>Truancy</u>: Any student who is suspended on more than one occasion in a six (6) month period for inadequate attendance; or whose "attendance" at school violates the attendance regulations of the Board as detailed in this policy; or whose attendance is of a sporadic and inadequate nature without justification or extraordinary circumstances may be determined by the Board of Directors to be an habitual truant and may be expelled after notice and a hearing as set forth above.
- E. <u>Special Education Students</u>: Students enrolled in special education or on a 504 Plan will not be suspended or expelled without consideration by a manifestation determination to assure the provisions of FAPE are consistent with the requirements of the IDEA and Section 504.
- F. <u>Reenrollment</u>: Any student who has been expelled may appeal to be reenrolled in the school, after the terms/time limit of the expulsion has been completed by the student, pursuant to the procedures outlined in Idaho Code §33-502. Approval must be granted by the Head of School and the Board of Directors. The Board will notify the parent(s)/guardian(s) of the student in question, in writing by certified mail of the date and time of the reinstatement hearing. The hearing will be a face-to-face meeting before the Board of Directors (if a quorum can be obtained) or a telephone conference with a quorum of the Board of Directors in attendance.
- G. <u>Withdrawal</u>: The parent and student may determine based upon the availability of the identified caring adult and the student's commitment to schooling at home, that IDCCRA is not the better alternative for the education of the student. This decision should be discussed with the School. If the decision is made that the student should withdraw and transfer to another school within the student's residential district, information regarding said transfer will be provided to parents by the School consistent with the policies of the residential and chartering entity.

#### **Contacting Law Enforcement** – Idaho Code 33-210(3)

IDCCRA recognizes that substance abuse, the harmful use of drugs, tobacco and alcohol, and the problems associated with it are becoming increasingly commonplace in our society. IDCCRA will do what it can to help students overcome the desire to utilize illegal substances and be successful in school. If it is suspected that a student is using illegal substances or participating in potentially harmful practices, the parents will be notified. If a student is caught violating state law, law enforcement authorities will be called and the student reported. The parents will be able to utilize school counselors to help identify organizations that provide interventions for individual dependencies. Student behavior could also lead to suspension or expulsion from school. The Student Code of Conduct and Acceptable Use Guidelines are included in the Student/Parent Handbook which will be provided to families during enrollment prior to the beginning of school.

**IDCCRA** Page 58

#### **IDCCRA PETITION**

September 10, 2013

IDCCRA Page 59

**IDCCRA PETITION** 

September 10, 2013

# Tab 7

## **Admissions, Discipline, Student Policies**

IDCCRA Page 60

**IDCCRA PETITION** 

#### September 10, 2013

#### Admissions Procedures - Idaho Code 33-5205(3)(j)

IDCCRA will be open to all students. The school will not discriminate based on race, creed, color, gender, national origin, or ancestry. Special needs will not be a factor in admission decisions. The school will not charge tuition for students residing in the state of Idaho. The Board may choose to charge fees as allowed by state law.

The enrollment deadline from year to year could change based the start date of the annual school calendar adopted by the Board each year. Enrollment deadlines will be posted on the website and advertised during each enrollment period. Families calling to enroll a student after the enrollment deadline for the current year or semester will be informed of the enrollment deadline and of the start date for the coming semester. If a family's desire is to leave the student enrolled for the coming semester or year, the student will remain enrolled and orientation information will be sent to the family. The material includes information for the student and family that demonstrates how students and parents login and utilize the system, summer activities, and opportunities for families to begin making connections with other families if they desire.

If you allow a student to enroll for the next school year after the established deadline for the current year, will you confirm their enrollment closer to the beginning of the school year? If not, how will you ensure that you have an adequate enrollment count when school begins?

The request for admission and enrollment will be conducted online. A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a student in Idaho may complete an application for enrollment. Requests for admission must be completed before the posted enrollment deadline. Otherwise, enrollment will be allowed for the following semester.

The enrollment area for the IDCCRA will be the statewide. Once a student is enrolled, the student will not be required to reapply each year thereafter.

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

#### Waiting Lists – Idaho Code 33-5205(3)(j)

There will not be an enrollment cap utilized at the IDCCRA. The educational delivery model is scalable. If a student completes enrollment prior to the posted enrollment deadline, the student will be allowed to attend school. As a result, an admissions preference will not be required.

The goal of the IDCCRA marketing effort will be to meet enrollment goals in alignment with the <u>3-Year Operating Budget in Appendix 8.</u> The initial goal is to open with 200 students, then grow <u>50 students per year</u>. As described in Tab 8, The IDCCRA Board of Directors will work with K12 on target marketing to increase awareness. K12 will be responsible for meeting enrollment goals.

Attendance Alternative – Idaho Code 33-5205(3)(n)

#### September 10, 2013

Students located within the attendance area of the IDCCRA will have the option to enroll in the existing public schools or charter schools currently serving their area. There will be no requirement for students to attend the Idaho College and Career Readiness Academy.

You did not address the following comment from the 8-16-13 review (regarding the Attendance Alternative section):

Per revised statute, you are no longer required to have an attendance alternatives section unless you are a public school applying to convert to a public charter school. Please delete.

#### Public Notice of Enrollment Opportunities – Idaho Code 33-5205(3)(s)

Enrollment activities will take place year-around. The number of and the different promotional activities will fluctuate depending on the time of year. A higher level of promotional activity, for example, will take place in the summer than throughout the year. Fewer promotional activities will take place after the beginning of a semester.

Families reaching out to enroll after enrollment deadlines will be made aware that the enrollment deadline for the current year has passed, and informed that their student will be eligible to begin school in the coming year.

The IDCCRA Board of Directors will work with K12 on target marketing to increase awareness as described below:

- IDCCRA representatives will meet with community leaders, including those in minority and low income areas, both urban and rural, to inform students.
- Information sessions open to interested families and the general public will be held in communities throughout Idaho and online. Information sessions will be advertised in various print and electronic media. During these sessions, prospective patrons have the opportunity to interact with the IDCCRA curriculum, including lessons and materials, and have questions answered. Enrollment forms and applications will be accepted at the information sessions. The same format is followed during the online sessions.
- The school will establish a website and will use this as the primary mechanism to communicate with interested families.
- The school will establish a call center to provide information to prospective applicants.
- IDCCRA staff may participate in television, radio and newspaper interviews as necessary.
- Enrollment applications for IDCCRA will be available online as well as at IDCCRA's administrative office.
- After initial enrollment is finalized, parents of students enrolled in IDCCRA will be invited to one of several parent orientation sessions that will be conducted throughout the state. At the orientation session, parents will meet the administrative staff, teachers, and K12 representatives. Sessions will be designed to inform parents about navigating the program, technical support, lesson delivery, effective communication, school policies
- IDCCRA will distribute recruiting materials about the school's mission, curriculum, leadership, and the application process to public places such as libraries.

**Denial of Attendance** – Idaho Code 33-5205(3)(i) 33-205 33-206

#### September 10, 2013

The following is a description of the school's denial of attendance plan for students who are or has been:

- Habitually truant,
- Incorrigible,
- Deemed by the board of trustees to be disruptive of school discipline or instructional effectiveness,
- Detrimental to the health and safety of the other students, or
- Expelled from any other school district or state.

Pursuant to Idaho Code § 33-205, IDCCRA Board of Directors may deny enrollment and attendance to any student who has been expelled from another public school district (LEA) within the state of Idaho or any other state.

IDCCRA recognizes that due to the unique educational structure of the educational program, a student who has been expelled from another public school district (LEA) may be able to attend IDCCRA and continue their educational advancement, without any risk of harm to other students, faculty or school facilities.

When a student who has been expelled from another school district (LEA) seeks to become enrolled at IDCCRA, the Administrative team of IDCCRA shall communicate with the prospective student (parents) and the student's former school district (LEA) to determine the basis for the student's expulsion as well as the student's general disciplinary record. Thereafter, the administrative team shall evaluate whether or not the prospective enrollee poses any danger or risk of harm to other IDCCRA students, IDCCRA faculty or IDCCRA property. If it is determined that there is no risk of harm to other students, faculty or property and IDCCRA can provide an education to the child, the Board of Directors has authorized the Administration to enroll the student, based upon a behavioral plan individually created to address the specific disciplinary issues for the child. Should the Administration determine that enrollment of the child would pose a danger to other students, faculty or property which cannot, in the judgment of the administrative team, be addressed through a behavioral plan, the Board of Directors has authorized the Administration to provisionally deny enrollment into IDCCRA. Should a student be provisionally denied enrollment due to prior school expulsion, the student will be advised of a right to a hearing before the Board to contest this decision.

#### Internet Use – Idaho Code 33-132

The Student/Parent Handbook addresses IDCCRA Student Code of Conduct and Acceptable Use Guidelines designed to ensure that all students are aware of and understand their responsibilities when accessing and using IDCCRA resources. Failure to follow this policy could result in the removal of access to IDCCRA instructional computing resources, which could result in the inability to complete learning activities. The Student/Parent Handbook will be provided to families during enrollment prior to the beginning of school. Parents will be required to acknowledge that they have reviewed the Student/Parent Handbook.

#### Student/Parent Handbook – Idaho Code 33-5205(3)(m)

Once the IDCCRA charter is approved and an administrator and staff hired, IDCCRA will produce a complete Student/Parent Handbook that will describe rules and procedures to enrolling families. The handbook will be distributed <u>as part of the enrollment process</u> to enrolled

**IDCCRA** Page 63

#### **IDCCRA PETITION**

#### September 10, 2013

families at the beginning of each semester, and will be posted online. <u>It will also be distributed</u> <u>electronically each semester to all returning families</u>. Parents will be <u>required strongly</u> <u>encouraged</u> to assure, <u>as part of the enrollment process</u>, that they have reviewed the Student/Parent Handbook.

The handbook will be evaluated and updated annually, and then approved by the Board.

A current draft of the Student/Parent Handbook is included in Appendix 15. A final copy will be completed and approved by the Board prior to the beginning of school.

September 10, 2013

# Tab 8

## Business Plan, Transportation, School Lunch

IDCCRA Page 65

**IDCCRA PETITION** 

#### September 10, 2013

#### Business Plan - IDAPA 08.02.04.202 and 08.03.01.401.10

#### **Business description**

IDCCRA, Incorporated, is organized exclusively for educational purposes within the meaning of IRC Section 501(c) (3) of the Internal Revenue Code. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provision 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 Law).

#### Marketing plan

You have not yet addressed the following comment from the 8-16-13 review:

What are your broad marketing goals (beyond making sure families know about the school)?

Remember, we are looking for marketing goals that go beyond making sure families are aware of you / that you reach enrollment goals. For instance, most schools should also use marketing to tout their results / successes or make the community aware of special activities and events.

The goal of the IDCCRA marketing effort will be to meet enrollment goals in alignment with the 3-Year Operating Budget in Appendix 8. The initial goal is to open with 200 students, then grow 50 students per year. As described in Tab 7, The IDCCRA Board of Directors will work with K12 on target marketing to increase awareness as described below. K12 will be responsible for meeting enrollment goals.

- IDCCRA representatives will meet with community leaders, including those in minority and low income areas, both urban and rural, to recruit students.
- Information sessions open to interested families and the general public will be held in communities throughout Idaho and online. Information sessions will be advertised in various print and electronic media. During these sessions, prospective patrons have the opportunity to interact with the IDCCRA curriculum, including lessons and materials, and have questions answered. Enrollment forms and applications will be accepted at the information sessions. The same format is followed during the online sessions.
- The school will establish a website and will use this as the primary mechanism to communicate with interested families.
- The school will establish a call center to provide information to prospective applicants.
- IDCCRA staff may participate in television, radio and newspaper interviews as necessary.
- Enrollment applications for IDCCRA will be available online as well as at IDCCRA's administrative office.
- After initial enrollment is finalized, parents of students enrolled in IDCCRA will be invited to one of several parent orientation sessions that will be conducted throughout the state. At the orientation session, parents will meet the administrative staff, teachers, and K12 representatives. Sessions will be designed to inform

#### September 10, 2013

parents about navigating the program, technical support, lesson delivery, effective communication, school policies

Marketing tactics designed to meet the IDCCRA enrollment goals include:

- Online Marketing: Banner & SEM
- <u>Television</u>
- Print Ads
- Radio
- Electronic Communications (emails)
- Direct Mail
- Grassroots Initiatives
- In-person & Online Events
- <u>Sponsorships/Partnerships</u>

Examples of strategies used to accomplish the above tactics marketing tactics might include:

- <u>Television</u>
  - Direct Response:
    - Formulaic, informative feel
    - :60 & :120 formats
    - Phone number, web address, school specific call-to-action (CTA)
  - Emotive/visceral:
    - Focuses on the power of our core message (individualized learning)
    - Dependent on strong :30 and :60 spot to capitalize on available inventory
    - <u>Tends to lift other measurable channels (SEM, inbound calls) and</u> includes school branding
    - Spot example: http://bit.ly/nanthem
  - Hispanic TV:
    - Overall, generates a strong call response but low web traffic
- Radio
  - <u>Utilizing traditional spots in top stations in key markets</u>
  - Also airing in rural/non-measured markets on recommendation of paid agencies
  - Utah Spot example "Scholar": <u>http://bit.ly/q4utrdo</u>
- New Media
  - <u>YouTube</u>
    - Pre-roll vide ads, users opt-in
    - Reaching out to behavioral (family/parenting interests) and
       domographic acceptor(acceptor)
    - demographic segments (age/gender)
    - Spot examples:
      - <u>"You Have a Choice: : http://youtu.be/qh1jSmUPX-g</u>
      - <u>"Anthem": http://youtu.be/q938QqKIpgA</u>
  - <u>Facebook</u>
    - Standard Ads
      - For lead generation, reaching out to HS students and parents, within specific interest categories

#### September 10, 2013

- <u>Custom Audience</u>
  - Reaching out to an audience who has submitted a lead to K12 but has not yet enrolled
- Facebook Exchange
  - Reaching out to people who have visited K12 from Facebook ad
  - Lookalike Campaign
    - Reaching out to people who have "similar" demographics to the list of individuals who submitted a lead to K12
- MSA-specific outreach campaigns
  - Identifying and reaching out to key segments: at-risk, underserved, low income, etc.
  - <u>Develop relationships with local media buying agencies to assist in identifying</u> value-add opportunities in key segments.
  - Engaging partnerships/sponsorships to focus on reaching key segments with meaningful experiential events
- Identify opportunities to demonstrate the success of online learning through firsthand accounts/stories from families and staff
  - PR agency assists in pitching student and school success stories
- Local Development Managers drive local marketing initiatives and tactics that include:
  - <u>Strategic partnerships with local organizations who serve/support key</u> segments
  - Participation in fairs, festivals and other local community events
  - Outreach to local community influencers
  - In-person and online information/conversion events

#### Management plan

A copy of the Idaho College and Career Readiness Academy /K12 Virtual Schools L.L.C. Educational Products and Services Agreement is found in Appendix 6 of this petition. Before entering into this agreement, the board determined that it K12 Inc. provides for a well-developed and viable management structure. Roles and responsibilities are also covered in Tab 2 in Administrative Services and Tab 5 in Governance.

The requirements for services and performance are clearly laid out in the services agreement with K12 Inc. The board will evaluate K12's performance annually utilizing the Evaluation Tool in Appendix 6. The Board will review monthly finance reports, monthly academic reports, evaluation of the data on student withdrawals and year over year retention rate, and most importantly student academic achievement. The Head of School will be required to provide this information at each board meeting. Even though the Head of School is not employed directly by the Board, the two entities must work hand in hand in order for the school to be successful. Establishing a strong line of communication and partnership between the Board and K12 Inc., the Board and the Head of School, and among all parties and the <del>sponsor</del> <u>authorizing</u> authority will be vital to the success IDCCRA is able to provide for students. <u>The board has the authority to ask for additional information to review relative to the operation of the school if they desire. If the HOS is not responding to requests to the Board's satisfaction, the Board</u>

#### September 10, 2013

does possess the authority to consult with K12 Inc. about potential ineffectual performance provided by the HOS.

Resumes of the IDCCRA directors <u>and the petitioning group list</u> are included in Appendix 5.

#### School's financial plan Budget

The budget for IDCCRA will be prepared in compliance with section 33-801, Idaho Statutes and policy of the State Board of Education. Budgets will be presented annually at a public hearing in June of each year. Board approve budgets will be delivered to the State Department of Education as required prior to the start of the school year. Copies of the budget will be provided to the authorizing body. The budget will be prepared, approved and filed as prescribed by the State Department of Education guidelines.

Fiscal oversight will remain the responsibility of the IDCCRA Board. Fiscal reports will be prepared and submitted to the Board monthly. The monthly reporting will ensure that we stay on track throughout the year. IDCCRA will have a fiscal audit conducted annually to ensure fiscal integrity. Revenues estimates will be based on Support Unit Calculations, Salary Based Apportionment, and Transportation and Technology calculations. Revenues will transfer from the Idaho SDE to the school. In order for the transfer to take place, the school will acquire a DUNS number and a SAMS account.

Expenses will be coded by the business manager. Checks will be cut by the Central Office and returned to the business manager to be mailed.

The business manager will monitor the cash flows daily.

Will the business manager really monitor cash flows daily (that seems really frequent, unless you're in financial trouble). Also, will the board ever review cash flow actuals and projections? If so, how often?

Fiscal reports <u>detailing revenues and expenses</u> will be prepared and submitted to the Board monthly. The monthly reporting will ensure that we <u>IDCCRA</u> stays on track throughout the year. The Board can request special meetings or request additional financial information at their discretion. <del>IDCCRA</del> will have a fiscal audit conducted annually to ensure fiscal integrity.

IDCCRA will have a fiscal audit conducted annually to ensure financial integrity. Balancing entries will take place at the conclusion of the audit.

How will you track / file the balancing entries and associated paperwork (invoices, etc.)? **Start-Up and Long Term Budget:** The three-year operating budget, the first year month-by-month cash flow form, and the budget assumptions are included in Appendix 7, 8, and 9.

**Income Sources:** Funding sources will include state allocation per pupil and an Albertson Foundation Charter Start Grant.

#### September 10, 2013

**Purchasing Process:** IDCCRA Business Manager will <u>determine</u> <u>confirm</u> procedures for procuring goods and services, with approval of the Board of Directors. <u>Initial sample</u> of a possible purchasing process could look as follows:

- 1. A budget is approved by the board
- 2. Purchase requests are approved by the HOS
- 3. <u>Business manager reviews invoices, codes them, and sends to the Board</u> <u>Treasurer for approval</u>
- 4. Invoices go to accounting office, who cuts the check
- 5. <u>Checks come to business manager for signature and mailing.</u>

What about the processing of income / revenues? Who will be in charge of confirming receipt of revenues and checking for accuracy (of state payments, etc.)? Also, even if you do not anticipate having significant non-government revenues, since you could receive a donation from an individual, your revenue processing procedure should be developed in a manner that will allow you to address both state / federal funds received and other types of revenue.

**Payroll Processing:** Payroll will be fulfilled by the IDCCRA Business Manager, with approval of the Board of Directors.

**Financial Management:** The accounting records will be kept in accordance with generally accepted accounting principles.

#### Pre-opening plan and timeline

Please see Appendix 11 for the Pre-Opening Timeline

IDCCRA will not participate in fundraising activities.

I recommend you move this statement about fundraising to be in the "Income Sources" section.

#### Liability Insurance - Idaho Code 33-5204(4)

IDCCRA is working with an insurance broker to secure property and liability insurance and has received preliminary information and pricing. Please see Appendix 18 for a brochure and pricing sheet.

#### Transportation Services – Idaho Code 33-5205(3)(t) and 33-5208(4)

#### Note: The budget should reflect estimated costs.

As a virtual charter school, transportation services will not be required for academic attendance. Transportation to and from social events will be the responsibility of the students/families. Students under the age of 18 must not be the driver of any non-related students.

For students attending Special Education services, reimbursements for travel will be made. If a parent cannot transport the student, arrangements will be made for the student to be transported to and from the Special Education services meeting.

**IDCCRA** Page 70

#### **IDCCRA PETITION**

#### September 10, 2013

#### School Lunch Program – IDAPA 08.02.04.202 and 08.03.01.401.10

As the IDCCRA will be a virtual school, it will not participate in the federal student lunch program and will not provide school lunches. Free and reduced lunch data will be collected during enrollment.

IDCCRA Page 71

**IDCCRA PETITION** 

September 10, 2013

# Tab 9

## **Virtual Schools and Online Programs**

IDCCRA Page 72

**IDCCRA PETITION** 

#### September 10, 2013

#### Virtual School Definition – Idaho Code 33-5202(a)(8)

The heading of this section is confusing – I recommend you call it "The Virtual School" or similar, since it is your introduction to the virtual-specific aspects of IDCCRA.

Public Virtual School is defined in Section 33-5202A(8), Idaho Code, and means a school that delivers a full-time, sequential program of synchronous and/or asynchronous instruction primarily through the use of technology via the internet in a distributed environment. Schools classified as virtual must have an online component to their school with online lessons and tools for student and data management. IDCCRA meets this definition by delivering a full-time, sequential program of synchronous and asynchronous instruction primarily through the use of technology via the internet for students in grades 9-12.

As stated in Tab 3, the vision of the IDCCRA board is to create a virtual high school that would provide opportunities for all students in Idaho to attend a high school that can provide the technical job skills currently available in Idaho industries. It was decided on a virtual school because there are skill shortages, and students in need of those skills, statewide. Many of the educational districts in the major population centers of Idaho have already created Brick and Mortar Professional-Technical Schools. These schools provide young people in those geographic locations with unparalleled access to occupational skills. The gap, however, is being able to provide these opportunities to the academically at risk, underserved, or geographically dispersed student in Idaho that do not have access to those opportunities. IDCCRA will differ from all other virtual schools in Idaho in that we won't just have collection of random technical electives available for students to take, we will offer an occupational sequence of instruction as defined by the Idaho Division of Professional-Technical Education. Our students will graduate with the foundational skills required to be successful in pursuing postsecondary or occupational certifications.

The first two highlighted areas (above) note apparent typographical / grammatical errors. The final highlighted section states that you will provided a sequence of instruction per PTE requirements. If this is true and you plan to be a PTE school, that should be crystal clear in your mission, vision, and educational program section (Tab 1 and Tab 3). Those sections are not this clear / straightforward. Also, as previously mentioned (verbally and earlier in this petition), if you are going to be a PTE school, you need to outline how the process you will go through to be approved by PTE, including a detailed timeline, and provide documentation regarding your communication / collaboration with the PTE department.

Also, the following comment from the 8-16-13 review has not been adequately addressed (either in Virtual School section or the Learning Management System section below):

I recommend you address... how you plan to implement PTE classes effectively in a virtual environment.

#### Learning Management System – Idaho Code 33-5205(4)(a)

The IDCCRA Board will retain oversight and control over the school's educational program, finances, and employees. The Board has selected K12 as its education partner. The roles of the relationship with K12 are clearly defined in Tab 2, Tab 5, and Tab 8. A copy of the services agreement is included in Appendix 6 and the evaluation tool that the IDCCRA Board will use to evaluate K12s performance as outlined in the Services Agreement is included in Appendix 6. Costs and services are clearly delineated in the Services Agreement.

IDCCRA Page 73

**IDCCRA PETITION** 

#### September 10, 2013

The following comment from the 8-16-13 review has not been adequately addressed:

In terms of your first sentence (above), can you please demonstrate <u>how</u> the IDCCRA will retain oversight and control over the schools educational program, finances, and employees? This is particularly true with employees. How will IDCCRA maintain oversight / control over employees if they are not employees of the board, but rather, are employees of K12? It appears that K12 have oversight / control of decisions regarding certain employees (Head of School, Business Manager). Can you explain how the IDCCRA board will have oversight / control in light of that arrangement?

Students, parents, teachers, administrators and the Board may continuously measure and receive reports on student achievement gains during the school year using the school's learning management and student information systems. Using these systems, the school will deliver the curriculum to its students and permit teachers and parents to see, at every moment, how the student is progressing. These systems provide each student with an individualized learning experience. The school will be using the following management tools which are components of the education program that K12 will provide to the school:

#### Learning Management System (LMS)

The LMS is an intuitive, web-based software platform. It provides access to more than 22,000 online lessons and courses; lesson/unit/term assessments; hands-on activities; alternative learning approaches; classroom collaboration tools; and optional and supplemental lessons and activities, as well as lesson planning and scheduling tools and progress tracking tools. Students, parents and teachers can access the LMS with an Internet connection at any time.

K12 will utilize a customized platform provided by Pearson eCollege as its LMS for IDCCRA. This platform is currently used by all the K12 secondary school programs around the country and fully integrates with K12 courses. As a result, K12 has extensive experience on how to utilize the LMS for effective learning through state-of-the-art distance learning techniques.

<u>IDCCRA will use the suite of curricula provided by K12, including the award-winning K<sup>12</sup>, Aventa and A+ curriculum, per student need as determined by the academic administrators and teachers.</u>

The K12 designed curriculum is based on more than fifty years of cognitive science research in the following areas:

- how students learn;
- the structure of expert knowledge in school subject areas;
- general instructional design principles, including research-based e-learning methods; and
- <u>methods for teaching specific topics and addressing possible misconceptions on those</u> topics.

To insure that they draw on methods shown by scientific research to be effective in improving learning, K12 has dedicated an Evaluation and Research team to reviewing and synthesizing cognitive science research and working with course development teams to implement it. The Evaluation and Research team, which is guided by Ph. D.-level cognitive science researchers and statisticians, also conducts original research on new teaching methods and tools in addition to studies of the effectiveness of their curricula. In addition to the cognitive science research that goes into K12 curricula, they also conduct evaluations of the assessment materials that are

#### September 10, 2013

<u>used to measure student performance as they move through the courses. The alignment</u> between the cognitive research, measurement, and instructional strategies are targeted to insure best practice and student accessibility to K12 curricula.

The K12 curriculum is also aligned to the mission and philosophy of IDCCRA to equip every student with the academic and nonacademic foundations needed for any postsecondary opportunity they wish to pursue by utilizing research-based technology applications, meaningful teacher/student/parent involvement, and engaging, individualized learning based on:

- <u>Careful work built on educational research to identify the "Big Ideas" of a subject</u> area as well as the concepts that are stumbling blocks for many students
- <u>Clear layout of the objectives to be mastered in each lesson, unit, and semester, crafted from educational research, the best state and national standards, and deep content expertise</u>
- <u>Easy-to-navigate online content, including summaries and reviews, with more time</u> and effort spent on the hardest, most important topics and skills
- Engaging, interactive, media-rich content to illustrate and explain the toughest concepts in ways no static page (print or Web) could ever match
- Beautiful, printed and other hands-on materials complementing the online courses (in most cases actually built for the online course) so that the images, phrases, and organization of these references clearly reinforce the key concepts, explanations, and work done throughout the course
- <u>Terrific offline experiences with labs, books, and writing designed to give sufficient</u> practice in key skills that students must master, as well as challenging problems and assignments to develop each student's ability to apply what they've learned in new circumstances
- <u>Clear assessment tools to measure mastery of lesson objectives, using both online</u> and off-line tasks to carefully probe mastery

For any given lesson, the curriculum development team at K12 creates and assembles different learning components to satisfy the diverse needs of students in multiple learning environments. The team strategically chooses the appropriate interactive activities, printed material, assessment, video, laboratory, essay assignment, or hands-on exercise to provide a well-coordinated and purposeful learning experience. The mosaic of these individual components forms a lesson; related lessons are collected into units, and units into courses. Ultimately, all of the lesson components work together to create a rich K12 experience that is unlike any other.

K12 utilizes every medium and opportunity to advance students' learning by using a comprehensive, diverse, and innovative selection of materials, including books, protractors, seeds, clay—virtually any object that can aid the teaching process. K12 materials are intrinsically tied to the curricula because they are selected by the same experts and developers who design, write, and build the courses.

Aventa Learning by K<sup>12</sup> has received national recognition for its thoroughly researched, carefully crafted, multi-media online curriculum. Aventa offers more than 140 online courses for middle school and high school students in grades 6-12. The breadth of its curriculum is extensive and includes Advanced Placement® (AP) courses, core courses, foreign languages, and credit recovery courses with ELL support. Its curriculum is offered in a rich, multi-media format, which includes avatars, Flash simulators, and videos.

#### September 10, 2013

As part of our commitment to staying current with leading-edge learning techniques, Aventa online courses are crafted based on recent research and educational developments, including Howard Gardner's Multiple Intelligences Theory, research by Alan Cohen and other important findings.

<u>A+ provides research-based core curriculum instructional software for kindergarten through adult learners. A+ courseware is currently in use in over 15,000 public and private K–12 schools, charter schools, colleges, correctional institutions, centers of adult literacy, military education programs, and after-school learning centers.</u>

K12 has won numerous awards in recognition of its web-based curriculum, innovative program, and leadership in the field of online and blended learning including:

- <u>Winner, 2012 Association of Educational Publishers (AEP) Distinguished Achievement Award</u> <u>in the Whole Curriculum Program category for Mathematics. *Fundamentals of Geometry and* <u>Algebra program (online and offline)</u>
  </u>
- Finalist, 2012 EdTech Digest Digital Textbook Award for World History: Our Human Story
- <u>Finalist, 2012 Association of Educational Publishers (AEP) Distinguished Achievement Award</u> <u>in the Reading and Language Arts category for Kindergarten Language Arts program (online</u> <u>and offline)</u>
- Winner, 2011 Readers' Choice Award by *District Administration* magazine: Online Education Curriculum
- Finalist, 2011 Association of Education Publishers (AEP) Golden Lamp Award: Math+ Program
- Finalist, 2011 AEP Distinguished Achievement Awards
  - Science: Environmental Science course
  - Science: Virtual Labs/Biology
  - Technology: Timed Reading Practice
  - Math: Math+ Program

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- Finalist, 2011 The Software Information Industry Association, CODiE™ Awards
  - Best Mathematics Instructional Solution: Math+
    - Best Public Virtual School Solution for Students to K12 Inc.
- Winner, 2010 United States Distance Learning Association (USDLA) 21st Century Best Practices Award to K12 Inc.
- Bronze Award Winner, 2010 USDLA Best Practices in Distance Learning Programming: K12
   Inc. Honors Earth Science Program
- Winner, 2009 AEP Distinguished Achievement Award, High School Algebra textbook
- <u>Ohio Virtual Academy and Pennsylvania Virtual Charter School, Parent's Choice Winners in</u> <u>GreatSchools.net/Business Week January, 2009 School Rankings (Both statewide online</u> <u>public schools use the K<sup>12</sup> curriculum.)</u>
- <u>Co-Recipient with Florida Virtual Academy, 2007 ITFlorida Government Technology</u>
   <u>Leadership Award</u>
- <u>ComputED's Education Software Review Award for Innovation, 2007 Winner: K<sup>12</sup> Online</u> <u>School (Learning Management System)</u>
- Finalist, 2006 AEP Distinguished Achievement Award for K<sup>12</sup> Grade 4 Art

The information about your LMS and the curriculum IDCCRA will have access to through K12 is much improved. However, earlier in this tab you state that "IDCCRA will differ from all other virtual schools in Idaho in that we won't just have collection of random technical electives available for students to take, we will offer an occupational sequence of instruction as defined by the Idaho Division of Professional-Technical Education." On the other hand, in the section about the curriculum you will receive from K12, you provide information about the variety of courses that K12 provides for all of its secondary schools. How will you ensure that the curriculum you offer is aligned to PTE rather than allowing students to choose electives?

#### September 10, 2013

#### Lesson Planning and Scheduling Tools

The K12 lesson planning and scheduling tools enable teachers and parents to establish a schedule for completing lessons. These tools are designed to update the plan as a student progresses through each lesson and course, allowing flexibility to increase or decrease the pace at which the student moves through the curriculum while ensuring that the student progresses towards completion in the desired time frame. Changes can be made to the schedule at any point and the remainder of the student's schedule will automatically adjust. Students and teachers will use these tools to establish assignment dates, and are designed to provide students and parents the visibility into upcoming assignments and course progress.

#### Progress Tracking Tools

Once a master course schedule has been established by a high school teacher in the LMS, content units and assignments are delivered to students based upon the schedule. Each day, a student is initially directed to a screen listing the upcoming assignments for the course, as well as specific teacher-created announcements that assist in guiding the student's activities for the day and/or week. As each lesson is completed, the student returns to the day's assignment list to proceed to the next activity. The progress tracking tools allow students, parents and teachers to monitor student progress in each course.

#### Student Administration Management System (SAMS)

SAMS, the master digital database, captures raw student data, stores it, organizes it, and integrates with other systems. SAMS collects and provides all of the information required to manage student enrollment and monitor student performance. TotalView School and MyInfo are two sides of SAMS. They are applications for administrators, teachers, parents, and students to use that display the information stored in the SAMS database. TotalView School serves the school—teachers, administrators, and other staff—by providing a secure, internal communications tool, an overview of their students' current progress and history, and the status of the shipment of curriculum materials. It allows teachers to interact one-on-one with students. Parents and students use MyInfo as a secure communications tool to track students' course progress, grades, and attendance history, and to check the status of course material shipments.

#### The Online Teacher – Idaho Code 33-5205(4)(b)

Students are served – in every course – by Highly Qualified Idaho certified teachers who are experts in their field of study and in the most effective online instructional techniques. This means that students taking 5 or 6 courses will most likely have 5-6 different teachers – one for each subject. It is the teacher's personal responsibility to ensure the academic success of each individual student in their class. <u>Teachers are able to track progress of every student daily utilizing the LMS. Teachers will be able to tell at any time when the last time a student logged in, how much time was spent in the lesson, how much time was spent working, and which specific assignments were turned in. They engage students in the coursework and continually motivate them, monitor student progress in the course, as well as grading and providing instructional feedback on assignments. Students learn from this feedback and then revise their efforts for future assignments. They set the pace of the course through defining daily assignments and setting due dates, and support students through the use of synchronous (real time) and asynchronous (recorded sessions to review and refresh/remind/reteach) methods.</u>

Learning coaches are usually parents or guardians, but can be any caring adult that the parent or guardian assigns to serve as the 'eyes and ears' and who work in conjunction with the teacher to ensure student success. The learning coach assumes the role that any parent would

#### September 10, 2013

assume in their student's education; to help ensure that the student is logging in daily and participating in school. They are responsible for confirming:

- Materials and equipment are received
- Computer equipment is working and reliable
- There is constant connectivity to the Internet
- Students are completing their daily assignments
- Students are submitting all required assignments to teachers on or before the due date
- Encourage and motivate students daily
- Check for student understanding of their coursework

Learning Coaches also work directly with teachers and Homeroom Advisors when support is needed to ensure student success.

All students provided Instructional strategies <u>provided</u> through synchronous and asynchronous <u>methodologies</u> must be rooted in scientifically proven methods, supported by data, in order to <u>for-improve</u> student achievement to <u>be</u> effectively <u>improved</u>. Live online instructional sessions are provided daily. Online sessions provide direct instruction on course specific objectives and assignments, small group and one-on-one targeted intervention support based on students' identified areas of need, and open office hours and tutoring support in a "drop in" format for math, English, history, and science.

#### Teacher to Student Interaction - Idaho Code 33-5205(4)(d)

Teachers will provide both synchronous and asynchronous instruction, and support to students and their learning coaches by phone, email, web conferencing and Instant Messaging. The teacher will provide direct instruction through Blackboard Collaborate, a web-based conferencing platform. Students will attend classroom sessions by logging in on Blackboard Collaborate, using chat, an interactive whiteboard, and other features to further explore and discuss lesson topics synchronously with teachers and fellow students. In addition to the direct instruction sessions, teachers will conduct academic conferences with the learning coach and student, but will also be available to answer questions the student and/or learning coach have as they progress through the lessons.

Teachers will be expected to contact students/Learning Coaches once a week to speak to the student's progress and concerns. If a student is having problems in class, the teacher, student, and LC can develop a strategy for helping the student get back on track. Teachers will make calls to the student to encourage them to attend extra classroom hours and tutoring sessions, but it will be critical for the LC to ensure that the student attends. If the task of being the LC becomes overwhelming for a certain parent, we can ask the family if there are other responsible adults that can participate in the role of LC. Multiple LCs are allowed and it would be expected that if more adults are interested in the student's well being, the more likely it will be that the student will participate and be successful. If a student is excelling in the class, the student will be able to work ahead.

The following question from the 8-16-13 review has not been adequately addressed:

How will you address the needs of a student if their parent / guardian doesn't step up as their learning coach *and* the student struggles to identify another person?

#### September 10, 2013

Teachers will have regular classroom hours where they will be available to students at specific times in the day. Classroom hour availability will be two hours per week for each class. That will provide a varying amount of times that an instructor will be available to a student to help answer guestions. It will be the expectation that teachers will respond to student questions within 24 hours (school days only) and return graded work within 3 school days. Large projects and research papers will be returned as guickly as possible.

<u>Teachers will regularly review data from state and school based assessments to determine a</u> <u>student's need for additional instruction. Based on data, teachers may direct students to attend</u> <u>one on one tutoring sessions, complete additional assignments in the online school or through</u> <u>Study Island or assignments created directly from Scantron assessments. Teachers have the</u> <u>ability to access data immediately and at any time. This allows teachers to provide point in time</u> <u>assistance to students. Data is a tremendous tool that allows true differentiated instruction to</u> <u>occur at the point that will have the most impact for students.</u>

#### Methods of Instruction:

- Online units and lessons along with traditional materials, including textbooks, CDs, videos, and hands-on manipulatives that complement interactive online learning
- Synchronous Instruction: Live online instructional sessions are provided daily.
- Online sessions provide direct instruction on course specific objectives and assignments, small group and one-on-one targeted intervention support based on students' identified areas of need, and open office hours and tutoring support in a "drop in" format for math, English, history and science.
- Asynchronous Instruction: All synchronous sessions are recorded and made available to students within their online course and course recorded library.
- Mini-lessons are pre-recorded to provide an introduction to new concepts, direct instruction and modeling of current course objectives, and a review of previously taught standards and objectives.
- Learning centers that provide in-person, tutoring in core subject areas.
- Advisors, Counselors, and Social Workers to support students, at differentiated student ratios based on at-risk characteristics of students served.

Homeroom Advisors monitor students' overall academic 'health' and attendance. They effectively "tie together" the students' educational experience at the school. They may follow students from grade to grade, and are responsible for building the school's student community which is connected to a larger National Student Body of students at other K12 network schools nationwide. They may serve as the instructors in orientation courses, to ensure that students are ready to learn and to succeed in IDCCRA. In addition, they serve as an important administrative resource – helping to pull together teachers and learning coaches for conferences when students need help. <u>Homeroom Advisor Teachers will hold a format Parent/Teacher conference once per semester to discuss students' progress in school.</u>

Academic Counselors assist will be available to assist students in selecting the correct pathway through high school, and to draft their post-graduation plans. Counselors are also crucial in that they assist students with non-academic issues related to social, emotional, or cognitive development and personal health and safety.

#### September 10, 2013

For students who qualify for special education services, a special education team, which may include more but at a minimum includes the parent(s), a general education teacher, a special education teacher, an administrator, and optimally, the student, to determine initial and triannual renewal of the student's eligibility, and develop and annually review the student's IEP which includes a transition plan for secondary students. The Special Education Teacher is responsible for monitoring progress towards IEP goals. The special education teachers partner with the student's assigned teachers in co-teaching activities that support special needs students learning providing accommodations and modifications as necessary and relevant to the student's performance. They provide suggestions/guidance to the student's assigned teacher on accommodations to be made to lessons or provide them directly to the students. They also support parents of the student to help them better support the child in the home learning environment in so far as the parent is willing and capable of providing special education services to the student on an IEP. Our school also ensures – where appropriate and applicable – the delivery of other services to support students.

All students are assigned to a Homeroom, in which a designated certified teacher <u>advisor</u> provides additional guidance and academic/attendance support. This program allows students to quickly get acclimated to the school, policies, and procedures, learn valuable time management and study skills.

Since this final paragraph introduces the Homeroom and Homeroom Advisor concepts, it would make more sent if was directly after the bullet points (and before the additional information about Homeroom Advisors).

#### Professional Development – Idaho Code 33-5205(4)(c)

Teachers and Staff benefit from K12's Academic Services Group's ongoing professional development which provides a variety of resources to support teachers in their roles, particularly in the areas of curriculum and instruction. Professional development opportunities are a combination of K12's best practices and training along with required annual professional development for all teachers. Professional development will be a year-long pursuit focused on providing teachers with the skills and competencies to meet the needs of students and their families. Each teacher will have a combination of required professional development as deemed appropriate by their tenure or as identified by an administrator as an area where development is needed, and other optional offerings particular to their areas of interest. Teachers and staff will receive professional development on these and other topics, at various points throughout the year.

Professional development will begin as soon as the new teacher is hired with Virtual New Teacher Training (VNTT) for new teachers and staff, and continues with ongoing training monthly for new and experienced teachers. VNTT is designed to help new teachers get a fast start with the K12 model, K12 curriculum, K12 systems, communication, instruction, accountability and community through customizable paths. VNTT content is designed to be flexible and customizable to teacher needs. Please see Appendix 12 for the VNTT Syllabus. Returning teachers will be required to complete online refresher training highlighting updates of curriculum and/or systems.

In the week prior to the beginning of school, IDCCRA will conduct pre-opening Face-to-Face training for teachers to collaborate and share best practices based on what they have learned in

#### September 10, 2013

getting ready to setup classrooms and begin the new school year. <u>Pre-opening Face-to-Face</u> <u>in-service events will take place annually at the beginning of the school year</u>. Pre-opening inservice days are identified in the draft school calendar included in Appendix 16. <u>Training events</u> <u>or book reviews, at the discretion of the HOS or teacher leads, may take place weekly during</u> <u>team staff meetings</u>. <u>Examples might be understanding CCSS or working with underserved and</u> <u>lower socio-economic students</u>.

The description of additional teacher professional development supports is covered more in Tab 4 and Tab 6. Actually, you have much more info about professional development here, so I recommend deleting this and then referencing this section in Tab 6.

The paragraph below is confusing. How much ongoing training will be required and how much will be optional? What kinds of sessions will you require? How will you use ongoing training to ensure that teachers understand how to adjust their teaching practices for effectiveness in the virtual environment? Will optional trainings be offered to all teachers, or will they be expected / given the opportunity to find outside trainings they are interested in and get reimbursement / partial reimbursement for the cost of those trainings?

<u>Optional and required</u> Oongoing Professional Development <u>will</u> consists of monthly online workshops which provide the opportunity for sharing best practices and team building as well as hearing presentations from curriculum experts. Topics covered include assessment, technology, instructional strategies, and content, for example. , professional development sessions around student and even teacher misconceptions by subject. An online real-time presentation tool is used to facilitate professional development.

Teachers are provided with necessary technology equipment, e-mail accounts, a dedicated teacher help desk for technology support, online classrooms, and operations support. Additionally, teachers are provided access to a comprehensive set of teacher and administrative tools, including customized reporting, to enhance effectiveness. FAQ's are also available to help teachers troubleshoot issues as they arise.

Many of the student supports and services, <u>such as online videos on logging in, navigating the</u> <u>LMS and classrooms, finding, completing, and turning in assignments, calendars designed to</u> <u>help organize time efficiently</u>, are also support services to <u>the</u> teacher as they aid the teacher in providing a successful student experience.

#### Teacher Evaluations – IDAPA 08.02.02.120

The teacher evaluation is designed to help all highly qualified teachers become highly effective virtual educators. The following beliefs should guide the teacher's development in this process:

- Effective teachers believe that all students can learn.
- Effective teachers are caring, fair, and respectful.
- Effective teachers hold high expectations for themselves and their students.
- Effective teachers dedicate time for preparation and reflection.
- <u>Effective teachers are continuous learners.</u>
- Effective teachers provide critical feedback for their peers.
- <u>Effective teachers receive critical feedback from their peers, students, and learning coaches.</u>

#### September 10, 2013

<u>Teacher evaluations are designed to serve two purposes: to measure teacher competence and</u> <u>to foster professional development and growth.</u> The IDCCRA teacher evaluation system will <u>provide teachers useful feedback on classroom needs, the opportunity to learn new teaching</u> <u>techniques, and counsel from administrators and other teachers on how to make changes in</u> <u>their instructional strategies.</u> To achieve these goals, evaluators will first set specific procedures and standards. The standards will follow Charlotte Danielson's Framework for Teaching:

- Planning and preparation,
- <u>Classroom Environment,</u>
- Instruction, and
- Professional responsibilities.

Teacher evaluations will consider a variety of teaching skills in a variety of ways including:

- Observing classroom activities. The goal of class observations is to obtain a representative sample of a teacher's performance in the classroom. Observations can be formal and planned or informal and unannounced. Both forms of evaluation can provide valuable information.
- <u>Reviewing lesson plans and classroom records. Lesson plans can reflect how well a</u> <u>teacher has thought through instructional goals. Looking at classroom records, such as</u> <u>tests and assignments, can indicate how well a teacher has linked lesson plans,</u> <u>instruction, and testing.</u>
- Expanding the number of people involved in the evaluations to include principals or teacher supervisors, peers and students.

The administrator will conduct an evaluation of each staff member by February 13 and a second evaluation prior to the end of each school year using evaluative tools created using the Charlotte Danielson Method. Both evaluations will include content currently required by the Idaho State Department of Education. See Appendix 19 for Evaluation Tools.

If a teacher is determined to be underperforming, a decision will be made as to whether the teacher will be put on a plan of improvement, or a dismissal process will be initiated. The administrator will assist the teacher who is performing below a satisfactory level with developing their personal improvement plan. The plan will be monitored by the Principal and may include additional training, mentoring, or classes as needed.

The teacher evaluation plan that you put forward based on Charlotte Danielson's Framework is strong. However, it is commonly used for brick and mortar schools. How will you revise / supplement it to address the evaluation of teaching strategies specifically needed in the virtual environment?

**District Evaluation Policy** – *IDAPA 08.02.02.120* You do not need this section, since it is duplicative (also about teacher evaluation and addressed in the section above) and it is already in Tab 6.

IDCCRA will follow the personnel practices required by Idaho Code 33-513 and IDAPA 08.02.02.120, to include supervision, evaluation, and dismissal. The IDCCRA Board will develop and adopt policies for teacher performance evaluation in which criteria and procedures for the evaluation of certified personnel are aligned to the Charlotte Danielson's Framework for Teaching Second Edition, or the model currently used by the SDE.

Domains include:

#### September 10, 2013

- 1. Planning and Preparation
- 2. Learning Environment
- 3. Instruction and Use of Assessment
- 4. Professional Responsibilities

Once the school is approved and the administration hired, a detailed evaluation model utilizing all the necessary requirements will be developed that could also include the use of school data, observations, surveys, student feedback, etc., for use in professional development to cultivate teacher growth. New teacher training will be conducted in accordance with the K12 Virtual New Teacher Training located in Appendix 12 to help new teachers be successful when entering a virtual classroom and continuous Professional Development opportunities will be offered annually in accordance with the Additional MSES goal in Tab 4.

## <u>Administrator Evaluations – IDAPA 08.02.02.120</u> You do not need this section since it is already in Tab 6 and no additional information is provided. Feel free to delete it and reference Tab 6 here instead.

A sub-committee of the IDCCRA Board will evaluate the Head of School and the performance of the IDCCRA contracted curriculum provider annually. The committee will use evaluative tools covering the following areas; general contract compliance, educational program, human relations, financial and operations, and student records and data. The sub-committee will make a recommendation to the Board of whether or not to continue the contract. The evaluation period will be from July 1 through June 30<sup>th</sup> annually. Please see Appendix 6 for the sample evaluation tool.

#### Teacher to Student Interaction - Idaho Code 33-5205(4)(d)

Teachers will provide both synchronous and asynchronous instruction, and support to students and their learning coaches by phone, email, web conferencing and Instant Messaging. The teacher will provide direct instruction through Blackboard Collaborate, a web-based conferencing platform. Students will attend classroom sessions by logging in on Blackboard Collaborate, using chat, an interactive whiteboard, and other features to further explore and discuss lesson topics synchronously with teachers and fellow students. In addition to the direct instruction sessions, teachers will conduct academic conferences with the learning coach and student, but will also be available to answer questions the student and/or learning coach have as they progress through the lessons. Teachers will have regular classroom hours where they will be available to students at specific times in the day. It will be the expectation that teachers will respond to student questions within 24 hours (school days only) and return graded work within 3 school days. Large projects and research papers will be returned as quickly as possible.

Teachers will regularly review data from state and school based assessments to determine a student's need for additional instruction. Based on data, teachers may direct students to attend one on one tutoring sessions, complete additional assignments in the online school or through Study Island or assignments created directly from Scantron assessments. Teachers have the ability to access data immediately and at any time. This allows teachers to provide point in time assistance to students. Data is a tremendous tool that allows true differentiated instruction to occur at the point that will have the most impact for students.

#### September 10, 2013

#### Student Attendance Verification – Idaho Code 33-5205(4)(e)

Idaho Code 33-5208 (8) (a) states that each student in attendance at a public virtual school shall be funded based upon either the actual hours of attendance in the public virtual school on a flexible schedule, or the percentage of coursework completed, whichever is more advantageous to the school, up to the maximum of one (1) full-time equivalent student.

IDCCRA will utilize the academic progress method to measure attendance and award credit.

BlackBoard Connect and the K12 LMS are capable of monitoring a student's online time. Reports can be generated that can show what day and what time a student logs in, what class they entered, and how much work per class has been done on any given day. Academic progress can also be measured through the K12 LMS. It is recommended that students complete a defined amount of progress in their school work each day in order to complete <del>a</del> 100% of the course work by the conclusion of the semester. The percentage of work required daily will be utilized in a calculation to measure and report a student's academic progress.

Idaho Code 33-512 requires that each school district adopt a calendar that provides students at each grade level with the following minimum number of hours of instruction:

• Grades 9-12 990 Hours

A calendar will be developed that will allow for students to meet the time requirements. Credit for a course will be provided once a course is completed. If a student completes the assigned coursework and passes all tests and quizzes with appropriate scores within the semester, they will be awarded credit for the class. <u>A student must pass a class with a 60% or above to be awarded credit.</u> A description of grading policies and how the student earns credits is covered on page 10 in the Student/Parent Handbook in Appendix 15.

Data Collection measures and strategies for administering standardized tests are thoroughly covered in Tab 3 and/or Tab 4.

#### Technical Support - Idaho Code 33-5205(4)(f)

As part of the agreement between IDCCRA and K12, K12's Technical Support will include webbased, email and phone support. All support personnel are knowledgeable in OLS use and have received training on resolving technical support problems. K12 Technical Support includes the following web-based support areas:

- 1) Using the Online School (OLS)
- 2) K12 Supplied Computer Equipment
- 3) Personal Computers
- 4) Connectivity—ISP, Firewall, Troubleshooting
- 5) Materials
- 6) Account Information
- 7) Learning Coach Resources
- 8) Online Tutorials
- 9) Contact Phone Numbers
- 10) Request for Support

#### September 10, 2013

K12's phone center includes support in three (3) general areas:

1) Customer Care (using the LMS, shipment of materials);

2) Technical Support (available only for K12 issued equipment or K12 systems);

3) Enrollment Consultants (assistance for enrolling students).

K12 Technical Support is managed by a mature Customer Care organization. Customers can choose to access support through three separate channels; information about all three channels is available via the "Customer Support" portal on the K12 website:

- Phone Support: The K12 Call Center is staffed to handle technical support issues 24 hours per day, 7 days per week. The telephone number and hours of operation are provided on the K12 Customer Support portal.
- E-mail: E-mail support is available 24 hours per day, 7 days per week. The form-driven front end is accessed via the K12 Customer Support portal, and guides the customer to provide all necessary information to allow a fast and accurate response. K12 responds within 24 business hours of receiving a customer e-mail inquiry.
- Self Help: Self help is available 24 hours per day, 7 days per week. This web-based channel is accessed via the K12 Customer Support portal; it provides answers to frequently asked questions (FAQs), video tutorials, teaching resources, software downloads, and other information on common issues.

Internal escalation processes are in place to provide quick access to second-line technical support as necessary, as well as access to resources in other groups such as Systems & Technology, Product Development, Customer Fulfillment, etc., if required.

#### Student to Student Interaction Opportunities - Idaho Code 33-5205(4)(g)

I recommend moving Student-to-Student Interaction to be directly after the Student-Teacher Interaction section (for logical flow and to align with the PER).

Establishing a sense of school community is a high priority of IDCCRA and is an important part of a successful virtual school in just the same way as in a traditional school. Because we are not a physical school, we do not offer the same array of extracurricular offerings. We will, however, use newsletters, message boards, and an IDCCRA website to post recommended activities, identify interesting places for field trips, and facilitate events and gatherings, and list suggestions from other parents about what is enriching their children's lives.

In addition to student interaction during online class time, our extracurricular activities will focus on developing a strong sense of "community" among our students. <u>Throughout the year, students will be invited to participate in school outings, field trips (e.g., to historical sites, museums, zoos), picnics, and other social events. We expect local clusters of students and parents to get together on a regular basis in their areas. We will also explore new ways to interact socially using the powerful reach of the Internet. With online discussions and forums, new types of communities can be formed that are based not on geography and place but on shared interests.</u>

Examples of Parent Support and Student Enrichment includes:

- Learning Coach Support
  - Learning Coach Institute sessions to help onboard new families
  - Mentor Circles informal sessions to connect parents

#### September 10, 2013

- Ongoing Parent Education in-year speaker series sessions
- <u>Co-ops</u> documents and guidance on where to go to connect and how to start a <u>co-op</u>
- Roundtable Sessions topic-specific sessions
- Booster Program local parent volunteer program for each school
- Learning Coach Live a widget that provides live assistance to families
- Brown Bag Sessions listening sessions for school staff to hear from parents.

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- Student Enrichment
  - K12 International Clubs Over 100 online clubs available worldwide
    - Examples include: Stock Market, Creative Writing, Chess, Quiz Bowl, Foreign Languages
  - Student Competitions including Art Competition and National Spelling Bee
  - <u>Charitable Opportunities including Alex's Lemonade Stand Foundation, American</u> <u>Red Cross, Seeds of Change</u>
  - K12 Summer camps 24 online camps over the summer

We IDCCRA plans to offer a school council, a community service club, and additional clubs depending on student interest (e.g. Arts, Debating, Chess, Computer and Network Repair, Robotics, Model United Nations, etc.) IDCCRA teachers will be in charge of monitoring student clubs. IDCCRA will determine initial student interests and ideas for additional clubs by a survey distributed as part of orientation activities or during summer and fall welcome meetings and calls. Students in the school council club will have the opportunity to provide input into how better to engage students and make them successful in an online environment.

#### The following questions from the 8-16-13 review have not been addressed:

## Since you plan to offer a school council and community service club, can you describe those in more detail? What role will the school council have in giving a student voice to the workings of the school?

IDCCRA will determine initial student interests and ideas for additional clubs by a survey distributed as part of orientation activities or during summer and fall welcome meetings and calls. It is normal for new schools to wait for student interest before making a final decision on what the exact extracurricular programs the school plans to offer. Establishing a sense of school community is a high priority of IDCCRA and is an important part of a successful virtual school in just the same way as in a traditional school.

In addition, unlike most other schools, <u>Additionally</u>, IDCCRA's students will be able to connect with K12 students around the world in robust online extracurricular programs via K12 International Clubs. These clubs for students in Grades 9 to 12 include, for example, Book Buddies, Brain Teasers, Culinary, Creative Writing, Debate, Forensic Science, Geography, Health and Fitness, Music, Math, MS International, Photography, Sports, Story Seekers, Virtual Field Trips, Volunteer, and Yoga.

<u>In order to develop interest and to recruit students to clubs</u>, IDCCRA will list clubs and activities, and host a web-based "Meet the Clubs and Activities" night that leads to greater student awareness and participation of the school's offerings. Each interest or activity group develops a presentation for *Blackboard Collaborate*. All of these clubs will have a space on the bigthinK12 (an online community designed to bring together our parents, high school students and schools

#### September 10, 2013

to share information and resources specifically focused on their school) and students are encouraged to share their ideas and thoughts on each club space.

The IDCCRA administration will survey the families and teachers at least once a year on the success of the clubs and events and gather feedback for future planning.

#### Equal Access – Idaho Code 33-5205(4)(h)

Each student will be loaned a laptop and printer with printer cartridges for the duration of their students' enrollment in the school. Families will have the option to use the Internet connection of their choice. The school will provide an internet stipend to reduce the cost of their Internet service. The computers and printers are the property of the school and must be returned when the student is no longer enrolled in IDCCRA. The laptops provided to students are all equipped with the minimum hardware and software requirements listed below:

#### Minimum Hardware Specs:

OS Windows XP or OS X 10.4 Processor Pentium 3 500 MHz RAM 256 MB Hard Drive 40 GB Audio Speakers and a microphone, or headset with a microphone Video 1024x768 resolution at 256-bit color CD-Rom 12x Browser IE 6.0 or greater (highly recommended), Netscape 7.1, Safari 2.0, or Firefox 1.5 Internet Broadband (recommended, as the content was designed for high-speed. (The user experience may be diminished on dial-up.)

#### Minimum Software Required (Free):

Java 2 <u>www.sun.com</u> Flash 9 <u>http://www.adobe.com/</u> Acrobat Reader <u>http://www.adobe.com/products/acrobat/readstep2.html</u> Shockwave 10 <u>http://www.adobe.com/shockwave/download/</u> Windows Media Player 10 <u>http://windows.microsoft.com/en-</u> <u>US/windows/products/windows-media-player</u> QuickTime 4 <u>www.apple.com/quicktime/download</u> Math Player (IE; necessary for Virtual Sage courses only) <u>www.dessci.com/en/products/mathplayer/versionhistory.htm</u>) Multi-page TIF image viewer E-mail client with working e-mail address

#### Minimum Other Software Required:

Microsoft Office Suite: Word and Excel Antivirus Required

#### **Browser Settings:**

Pop-ups Enabled JavaScript Enabled Cookies Enabled

#### September 10, 2013

Additionally, all laptops include McAfee Web Protection software. Web-filtering software detects and prevents users from accessing websites which may contain offensive content or hidden threats. This protection is linked to any browser that is used to access the internet on this computer. Enabling and disabling McAfee Web Protection will not interfere with McAfee Anti-Virus Protection.

### The paragraph (below) is helpful in understanding the online training available for families – how will you ensure that they know about the opportunity and encourage them to utilize it?

Students and parents can take advantage of the K12Start.com website to about all that the K12 educational systems have to offer. The K12 Start website is an interactive tutorial, to include videos dedicated to teaching students and parents how to be successful in an online environment. The home page starts with a series of orientation videos to help the family get started in navigating the system. Videos include setting up your account, high school orientation, and how to utilize the Kmail system. Subsequent lessons include managing your school account, navigating the system, expectations, college and career preparation, and parent access to student grades and assignments, etc. The Parent Support Network section includes instructional videos for parents, to include videos on how to connect with other families to provide/receive support. And, since there are clubs for students, the site also contains clubs for parents! This last sentence is unnecessary, since you have previously addressed the opportunities for parents / families to connect in a previous section.

#### Special Education Services – Idaho Code 33-5205(3)(r)

Students with disabilities will be served in accordance with federal and state regulations including Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Educational Act and subsequent amendments and the Americans with Disabilities Amendment Act. A free and appropriate public education will be provided to students with disabilities in accordance with their Individualized Education Plans (IEPs).

IDCCRA will adopt and comply with the most up-to-date version of the "Idaho Special Education Manual" for the programming and development of individualized education plans, planning services, informing about the discipline policy, and providing transportation for special needs students, as necessary.

IDCCRA will provide needed accommodations and assistive technology for students with all disabilities outlined in the IEP and/or Section 504 Accommodation Plan.

If a student has a behavioral need, IDCCRA staff will implement a Functional Behavioral Assessment (FBA) and a Behavioral Intervention Plan (BIP). The IEP team will consider, when appropriate, strategies including positive behavioral interventions, strategies and support to address that behavior through the IEP process.

Students with special needs will be supported by their regular education teacher in the least restrictive environment, and will participate in the general education program to the greatest extent possible offered by IDCCRA and as determined by the IEP team.

The IDCCRA special education teacher will support students with disabilities and provide specially designed instruction through synchronous specially designed instruction and asynchronous contact which may include phone conferencing, email, and direct, specially designed instruction, via "real-time" interaction through web-conferencing tools. With web

#### September 10, 2013

conferencing, the special education teacher/general education teacher can provide real time support to the student and assessment of progress towards IEP goals. In addition, parent education can be effectively delivered using web conferencing.

IDCCRA highly qualified special education teacher will provide special education academic support direct services as listed on a student's IEP synchronously via web conferencing or face to face, depending on the students unique needs. The Least Restrictive Environment in the virtual model is for the student to receive their academic support services virtually through web conferencing where the student logs onto a link and works live, synchronously, with their special education teacher. The student may otherwise meet with their special education teacher face to face in a community setting to receive their Special Education academic services, based on their individual learning needs. IDCCRA special education teachers provide specially designed instruction to students with special needs, as well as work with the parent and student's general education teacher(s) on the provision of accommodations and additional supports, to help the student be successful with their general education curriculum.

Students with related services on their IEPs will receive those services by licensed, approved, contracted providers located within the geographical vicinity of the student. Related services may also be delivered synchronously virtually in the home via web conferencing.

The IDCCRA special education teacher will maintain records of progress monitoring to ensure students are making progress toward meeting their IEP goals.

The provision of Special Education services is covered in detail in Tab 3.

September 10, 2013

# **Tab 10**

## Business Arrangements, Community Involvement, School Closure

**IDCCRA** Page 90

**IDCCRA PETITION** 

#### September 10, 2013

#### Business Arrangements and Partnerships – IDAPA 08.03.01.401.10

The IDCCRA Board will retain oversight and control over the school's educational program, finances, and employees. <u>However,</u> <u>T</u>the Board <u>understood that it needed to hire an education</u> <u>service provider (ESP) to help operate an innovative school such as IDCCRA. As a result, it has selected K12 as its <u>ESP</u> <u>education partner</u> because K12 brings years of experience to the successful operation of an online school <u>and is the best suited ESP for this particular type of school</u>. There were three primary considerations in selecting an ESP. The ESP needed to have general experience in providing a virtual education program, it needed to be able to provide a nationally recognized comprehensive curriculum, and it needed to have experience with alternative education models.</u>

K12 provides curricula, academic services, and learning solutions to public schools and districts, traditional classrooms, blended school programs, and families. It has worked with more than 2,000 school districts and has delivered more than four million courses over the past decade. K12's curriculum is rooted in decades of research combined with 21st-century technology by cognitive scientists, interactive designers, and teachers. K12's portfolio of more than 550 unique courses and titles -- the most extensive in the technology-based education industry -- covers every core subject and four academic levels for high school including Honors and AP. K12 offers credit recovery courses, career-building electives, remediation support, six world languages, and a deep STEM offering. The K12 program is offered through K12 partner public schools in more than two-thirds of the states and the District of Columbia, and through private schools serving students in all 50 states and 85 countries.

In addition, K12 is the foremost ESP in addressing alternative education in a virtual learning environment, including those programs focused on at-risk students, career readiness and technical education. It recently hired a Senior Director to oversee career pathways/readiness in the product management and curriculum development area. The company has multiple pilot programs around the country focused on career and technical education and is in preliminary discussions with several other states, community colleges and authorizers about such programs.

Based on its experience, resources and innovative vision toward alternative virtual programs, K12 was the one viable option as an ESP for a statewide virtual program focused on career and technical education. As a result, the Board selected it as the ESP for its school program.

The roles of the relationship with K12 are clearly defined in Tab 2, Tab 5, and Tab 8. A copy of the services agreement is included in Appendix 6 and the evaluation tool that the IDCCRA Board will use to evaluate K12s performance as outlined in the Services Agreement is included in Appendix 6. Costs and services are clearly delineated in the Services Agreement.

In addition to the services agreement between IDCCRA and K12 Inc. (Appendix 6), IDCCRA intends to partner with local business and colleges to support student success in professional technical certificates. We will, for example, look to setup up an advisory committee of business leaders to provide input on trends in industry and to ensure that we are deploying the latest occupational practices. We will also reach out to technical colleges around Idaho to talk about concurrent credit and post-secondary educational opportunities. In Special Education, we will contract with Psychologists and Speech Pathologists around the state depending on need. We will reach out to and establish relationships as needed to ensure the success of the school. <u>Emails in Appendix 6 demonstrate initial contacts with the Idaho Division of Professional-Technical Education. Insurance quotes are also referenced in Appendix 6.</u>

#### September 10, 2013

The previous comment from the 8-16-13 review has not been adequately addressed:

In this section, we are looking to see that you have begun to develop some relationships, especially those key to your educational program delivery. You should be in contact with potential partners, should identify them by name, and should provide documentation demonstrating that relationships are being developed in the appendices and reference it here (letters of intent, e-mails, quotes for services, etc.). You mention a number of areas above where you may build partnerships. Are any of these discussions underway? Have potential partners expressed a willingness to work with IDCCRA if you are approved (those are the types of letters / e-mails we're looking for). Also, you include PTE as a key area of focus in your educational program – have you developed relationships with the state PTE department?

To be more specific, in the highlighted section (above), you plan to partner with businesses and colleges. What kind of outreach / partnership development have you done? Please provide more detailed information (specific potential partners) and documentation (in the appendices) demonstrating that partnership development is underway with appropriate entities.

Also, you still haven't mentioned PTE in this section. That is a critical relationship for you to develop, and this section should make it clear what you intend your relationship to be (if you intend to be an approved PTE school) and where you are in the process, and then your appendices should include appropriate documentation to support your narrative (neither is true in this version of the petition).

Finally, in your appendices, you have a contract for legal services and information about charter school insurance, but neither of these is mentioned in this section (above). This section of your petition and the contracts, agreements, and relationship development documentation section of your appendices should match.

#### **Plan for Termination** – Idaho Code 33-5205(3)(v) and 33-5206(9)

Identification of who is responsible for dissolution of the charter school; As stated in the Articles of Incorporation in Appendix 1, 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 of 1986, as amended from time to time, 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 or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation. The board chair will be responsible for the termination of the school and will cooperate with the Charter Commission. When the Board determines that the school will be terminated, the board will identify individuals a designee and timelines to be responsible for the distribution of the charter school. The designee will not be a school administrator or staff. The designee will work under the direction of the board chair to coordinate the dissolution of the school. The Board will utilize the closure protocol adopted and in use by the Charter Commission at the time of the closure.

#### September 10, 2013

Regarding your section above --- I have concerns about the identification of a "designee." How will a designee be identified? What kind of qualifications with the designee be required to have? Can the designee be a non-board member? If so, how will you ensure that the process is done appropriately, given that the school is ultimately the board's responsibility? Remember that closure is a significant process and it's critical it be done appropriately. Given the way your section is written, it seems the designee could be anyone, including the administrator or staff member. But, per previous comments, please note that it is not appropriate to have the school's administrator or another staff member be the primary person responsible for overseeing closure.

#### • A description of how payment to creditors will be handled;

As stated in the Articles of Incorporation in Appendix 1, 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 of 1986, as amended from time to time, 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 or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation.

The Corporation will pay or adequately provide for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code. The school Business Manager will pay all creditors. Per agreement with K12, funds are guaranteed to cover all school expenses. In the event K12 is not the ESP at the time of dissolution, the debts and obligations of the Corporation will be paid in the following priority:

#### 1. <u>Secured creditors</u>

- 2. Unsecured creditors in the following order:
  - a. Staff employed by the Board or Corporation (salary and benefits)
  - b. Board expenses
  - c. <u>Rent</u>
  - d. Utilities
  - e. All other accounts

I have concerns about listing board expenses above rent and utilities. It seems to me that the board should be obligated to the contracts it has entered into before it covers its own costs.

In the event there are not enough assets to pay the debts and obligations of a particular category or sub-category, the debts and liabilities of such category or sub category will be paid on a pro rata basis.

The IDCCRA will identify and contract with an independent auditing organization to conduct the final audit. A copy of all audit results and requisite reports will be submitted to the Charter Commission, the State Department of Education, and other regulatory bodies as required by the Charter Commission.

IDCCRA Page 93

#### September 10, 2013

• 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 Under the direction of the Board, the administration designee will provide advance notice to all students and parents regarding the closure of the school. The notice will include specific instructions on how to request student records be transferred to a school of their choice, and how to return school materials, equipment, or other property. The designee

will attempt to contact previous families for whom the school still possesses student records. The designee will attempt contact by mail, email, and telephone using the last known contact information. The notification will explain how to request a transfer of student records to current schools, and how to receive student records after the school closes if necessary. All record transfers will take place within 10 days.

Regarding the highlighted section above – that did not need to be changed. It is not uncommon or inappropriate for the board to request that the administration be a part of the process of notifying families about the school's closure (ideally, the board chair and administrator would do it together). Particularly if the designee is going to another board member or an outsider (which, per comments above, I have concerns about), that person may not be the ideal person to communicate closure to families and other stakeholders.

Any remaining student records will be stored in a secure location for the legal limit required by an organization to be maintained. IDCCRA will maintain a Facebook page or similar social media mechanism stating where remaining student records can be located that will contain information on how families may request records be sent to the school of choice. Records will be sent within 10 days. and how they can be retrieved.

• A plan for the disposal of the public charter school's assets, including those purchased with Federal funds.

As stated in the Articles of Incorporation, 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 of 1986, as amended from time to time, 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 or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation. Items purchased with Federal funds will not be sold by IDCCRA to satisfy creditors. Those items will be returned to the authorizer to be used in similar programs/schools.

#### • A procedure for transferring personnel records to the employees.

Under the direction of the Board, the administration designee will provide advance notice to all employees regarding the closure of the school. Designee will ensure that employee personnel records are sent to employees within 30 days of the school closure. Every attempt will be made to contact previous employees for which the school still has personnel records to obtain an address to send the files. If the previous employees cannot be reached, the records will be stored in the same manner as the student records above. Employees will be provided with their personnel file 30 days prior to the termination of employment. See the above comments about administration vs. designee

**IDCCRA** Page 94

# Appendices

**Appendix 1** – Include a copy of the Articles of Incorporation, file-stamped by Idaho Secretary of State's Office

**Appendix 2** – Include a copy of the signed bylaws adopted by the board of directors of the non-profit corporation

**Appendix 3** – Include copies of the Elector petition forms to establish a charter school with no fewer than 30 signatures of qualified electors of the attendance area designated in the petition and proof of elector qualifications

**Appendix 4** – Include proof of attendance, within the last two years, at the Charter Start! 101 Workshop presented by the Idaho State Department of Education

Appendix 5 – Resumes of the directors of the nonprofit Corporation, including references

Appendix 6 – Copies of any contracts or lease agreements

Appendix 7 – Budget with assumptions form and supporting documentation

**Appendix 8** – Completed three year operating budget form – submitted in IFARMs format and format as required by authorizer

Appendix 9 – First year month-by-month cash flow form

**Appendix 10** – Descriptions of three or more proposed facility options located within the primary attendance area

- Appendix 11 Pre-opening Timeline
- Appendix 12 K12 Virtual New Teacher Training
- Appendix 13 Outreach activities designed to reach a broad audience
- Appendix 14 Interested Families List
- **Appendix 15** Draft Student/Parent Handbook
- Appendix 16 Proposed School Calendar
- **Appendix 17** Proposed Parent Survey
- Appendix 18 Idaho Public School Enrollment
- Appendix 19 Performance Evaluation Frameworks

Appendix 20 – Documentation for Application of Non-Profit Status

Appendix 21 – Board Training and Self Assessment

# APPENDIX

1. Articles of Incorporation

ARTICLES OF INCORPORATION

OF

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IDAHO COLLEGE AND CAREER READINESS ACADEMY, INCORPORATED

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

Article I

Name

The name of the Corporation is Idaho College and Career Readiness Academy, Incorporated.

Article II

Nonprofit Status

The Corporation is a nonprofit corporation.

Article III

Period of Duration

The period of duration of the Corporation is perpetual.

Article IV

**Registered Office and Agent** 

The location of the Corporation is in the City of Boise, County of Ada and in the State of Idaho. The address of the initial registered office is 6200 N. Meeker Place, Boise, Idaho 83713, and the name of the initial registered agent at this address is Chris Yorgason.

Article V

Purposes

The purposed for which the Corporation is organized and will be operated are as follows:

IDAHO SECRETARY OF STATE **03/18/2013 05:00** CK: CASH CT: 207262 BH: 1365078 1 8 30.00 = 30.00 INC NONP # 2

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**IDCCRA PETITION** 

TAB B1 Page 150

1

A. To establish, conduct, manage and maintain a public charter school, pursuant to the provisions of Chapter 52, Title 33, Idaho Code, the Idaho Public Charter Schools Act of 1998, and as said law may, from time to time, be subsequently amended.

B. Charitable, educational, or scientific purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, including, for such purposes, the making of distributions to organizations that qualify as exempt under such Section 501(c)(3).

C. To exercise all powers granted by law necessary and proper to carry out the foregoing purposes, including, but not limited to, the power to accept donations of money, property, whether real or personal, or any other things of value. Nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business for profit, to exercise any power, or to do any act that a corporation formed under the Act, or any amendment thereto or substitute therefore, may not at that time lawfully carry on or do.

#### Article VI

#### 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 V 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 intervene in (including the publishing or distribution of statements) any political campaign on behalf of 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 by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time.

Article VII

Members

The corporation shall not have any members.

Article VIII

#### **Board of Directors**

The affairs of the Corporation shall be managed by its Board of Directors. The number of Directors serving on the Board of Directors shall be fixed in accordance with the Corporation's Bylaws and shall not be less than three (3). The initial Board of Directors are:

Kerry Wysocki, 14602 Purple Sage Road, Caldwell, Idaho 83607

**IDCCRA PETITION** 

Chris Wood, 5518 West Chandra Lane, Boise, Idaho 83705 Larry Howerton, 2401 West Main Street, Boise, Idaho 83702

The Directors, after the initial Board of Directors, shall be elected in the manner and for the term provided in the Bylaws of the Corporation.

#### Article IX

#### 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 of 1986, as amended from time to time, 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 or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation.

#### Article X

#### Incorporator

The name and street address of the incorporator is: Kerry Wysocki, 14602 Purple Sage Road, Caldwell, Idaho 83607

#### Article XI

#### Bylaws

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws. The Board of Directors of the Corporation shall be authorized to amend the Corporation's Bylaws at a properly noticed special or regular meeting of the Board of Directors.

DATED this 14 day of MARCH, 2013

Kerry Wysecki

Incorporator

# APPENDIX

2. Bylaws

#### **BYLAWS OF**

#### IDAHO COLLEGE AND CAREER READINESS ACADEMY, INCORPORATED

#### ARTICLE 1 OFFICES

Section 1.1 Registered Offices.

The registered office of the Corporation shall be at 6200 N. Meeker Place, Boise, Idaho 83713.

Section 1.2 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 2 MEMBERSHIP

Section 2.1 No Members.

The Corporation does not have members. All rights which otherwise would vest in members, including, without limitation, the right to elect directors, shall vest in the Board of Directors of the Corporation.

#### ARTICLE 3 DIRECTORS

Section 3.1 General Powers; Number; Tenure.

(a) The business of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and perform all lawful acts and things for and on behalf of the Corporation.

(b) Within the limits specified in this Article III, Section 1, the number of directors shall be determined by the Board of Directors, except that if no such determination is made, the number of directors shall be not less than three (3) nor more than nine (9), but may never be less than the number otherwise required by law.

(c) Except for the first Board of Directors named in the Articles of Incorporation, the directors shall be elected at the annual meeting of the Board of Directors except as provided in Section 2 of this Article III.

- (1) Each director elected shall hold office until his successor is selected and shall qualify.
- (2) The members of the first Board of Directors shall serve for a

term of three years from the date of incorporation of the Corporation.

- (3) Additional directors shall serve for such terms as may be determined by the first Board of Directors, not to exceed a term of three years.
- (4) The terms of subsequent members of the Board of Directors need not be uniform.
- (5) The terms of these By-Laws will not prevent a Board Member from seeking to serve additional terms of office.

Section 3.2 Vacancies.

If any vacancies occur in the Board of Directors, or if any new directorships are created, they may be filled by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until the next annual meeting of the Board of Directors and until his successor is duly elected and shall qualifyserve the unexpired term of the vacant position.

#### Section 3.3 Removal; Resignation.

(a) Unless otherwise provided by law or the Articles of Incorporation, any director or directors may be removed for cause, by the affirmative vote of a majority of the Board of Directors then in office. A director may be removed without cause by the affirmative vote of two-thirds of the directors then in office. The resulting vacancy\_may be filled by the Board of Directors or, if the directors remaining in office constitute fewer than a quorum of the board they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. The successor or successors shall serve the un-expired term of any removed director or directors shall be filled pursuant to Section 3.2.

(b) A director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, the President, or the Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect upon delivery thereof to the Board of Directors or the designated officer. It shall not be necessary for a resignation to be accepted before it becomes effective.

(c) Any board action to remove a director shall not be valid unless each director is given at least seven (7) day's written notice that the matter will be voted upon at a director's meeting or unless notice is waived pursuant section 30-3-77, Idaho Code.

#### Section 3.4 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 and in attending directors' meetings. The compensation of directors may be on such basis as is determined by the Board of Directors. Any director may waive compensation for any meeting. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

#### ARTICLE 4 MEETINGS

#### Section 4.1 Place of Meetings.

The Board of Directors may hold meetings, both regular and special, either within or without the State of Idaho.

#### Section 4.2 Annual Meeting.

Annual meetings of the Board of Directors shall be held at the time of the regularly scheduled board meeting for the month of July, if not a legal holiday, or, if a legal holiday, then on the next regular business day following, at 4 P.M., Mountain Standard Time, or at such other date and time as shall, from time to time, be designated by the Board of Directors and stated in the notice of the meeting. At such annual meeting, the Board of Directors shall elect directors and officers, and transact such other business as may properly be brought before the meeting.

#### Section 4.3 Regular Meetings.

Additional regular meetings of the Board of Directors may be held without notice, at such time and place as may, from time to time, be determined by the Board of Directorsshall be held on the second Thursday of each month at 4:00 P.M., or as otherwise established by the Board. All meetings will be noticed in accordance with the open meeting requirements of Idaho Code §677-2340, et. seq.

#### Section 4.4 Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman of the Board, on 24 hours notice to each director if such notice is communicated in person, by telephone or voice mail, by telegraph, teletype electronic mail (e-mail) or other electronic means, or, if sent by mail, seven (7) days after its deposit in the United States mail, as evidenced by sworn affidavit or postmark, if mailed correctly addressed with first class postage affixed, or two (2) days after the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Special meetings shall be called by the Chairman of the Board, when in the judgment of the Chairman of the Board (or Vice Chairman of the Board acting in the absence of the Chairman) such meeting is necessary to address exigent circumstances, on the written request of one-half or more of the number of directors then in office and notice of said meeting shall be given as provided in this Section. Any such notice need not state the purpose or purposes of such meeting except as provided in Article XI or as may be otherwise required by law.

#### Section 4.5 Quorum; Adjournments.

At all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business, except that in no event shall a quorum consist of fewer than the greater of one-third (1/3) of the directors in office or two (2) directors. The act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or the Articles of Incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

#### Section 4.7 Meetings by Telephone or Similar Communications.

The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting. <u>Meetings by telephone or similar communications shall comply with the Open Meetings Law.</u>

#### ARTICLE 5 COMMITTEES

#### Section 5.1 Executive Committee.

The Board of Directors, by resolution adopted by a majority of the whole Board, may appoint an Executive Committee consisting of not more than 5 directors, one of whom shall be designated as Chairman of the Executive Committee. Each member of the Executive Committee shall continue as a member thereof until the expiration of his term as a director, or his earlier resignation, unless sooner removed as a member or as a director.

#### Section 5.2 Powers.

Unless circumscribed by resolution of the Board appointing the Executive Committee or except as otherwise provided by law, the Executive Committee shall have and may exercise all of the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation (except to amend these Bylaws or any other matters which by law or these Bylaws requires approval of the Board of Directors or of a majority thereof) and may authorize the seal of the Corporation to be affixed to all papers which may require it.

#### Section 5.3 Procedure; Meetings.

The Executive Committee shall fix its own rules of procedure and shall meet at such times and at such place or places as may be provided by such rules or as the members of the Executive Committee shall provide. The Executive Committee shall keep regular minutes of its meetings and deliver such minutes to the Board of Directors.

The Chairman of the Executive Committee, or in his absence, a member

of the Executive Committee chosen by a majority of the members present, shall preside at meetings of the Executive Committee, and another member thereof chosen by the Executive Committee shall act as Secretary of the Executive Committee.

#### Section 5.4 Quorum.

A majority of the Executive Committee shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the quorum of the Executive Committee shall be required for any action of the Executive Committee; provided, however, that when an Executive Committee of one member is authorized under the provisions of Section 1 of this Article, such one member shall constitute a quorum.

#### Section 5.5 Other Committees.

The Board of Directors, by resolutions adopted by a majority of the whole Board, may appoint such other committee or committees as it shall deem advisable and with such functions and duties as the Board of Directors shall prescribe.

#### Section 5.6 Vacancies; Changes; Discharge.

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

#### Section 5.7 Compensation.

Members of any committee shall not be entitled to such compensation for their services as members but are entitled to such reimbursement for any reasonable expenses incurred in attending committee meetings as may from time to time be fixed by the Board of Directors. Any member may waive compensation for any meeting. Any committee member receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and from receiving compensation and reimbursement of reasonable expenses for such other services.

#### Section 5.8 Action by Consent.

Any action required or permitted to be taken at any meeting of any committee of the Board of Directors 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.

#### Section 5.9 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 is such meeting can hear each other and participation in such meeting shall constitute presence in person at such meeting.

#### ARTICLE 65 NOTICES

#### Section 65.1 Form; Delivery.

Whenever, under the provisions of law, the Certificate of Incorporation or these Bylaws, notice is required to be given to any director, it shall not be construed to mean personal notice unless otherwise specifically provided. Personal notice includes notice communicated in person, by telephone, voice mail, telegraph, teletype, electronic mail (e-mail), or other electronic means. Notice may be given in writing, by mail, addressed to such director, at his address as it appears on the records of the Corporation, with postage thereon prepaid. If notice is sent by mail, it is effective five (5) days after its deposit in the United States mail if mailed correctly addressed with first class postage affixed, or on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

#### Section 65.2 Waiver.

Whenever any notice is required to be given under the provisions of law, the Certificate of Incorporation 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 attends 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.

#### ARTICLE 76 OFFICERS

#### Section 76.1 Designations.

The officers of the Corporation shall by chosen by the Board of Directors. The Board of Directors may choose a Chairman of the Board, <u>a President</u>, a Vice<u>Chairman President or Vice Presidents</u>, a Secretary, a Treasurer, one or more Assistant Secretaries and/or Assistant Treasurers and other officers and agents as it shall deem necessary or appropriate. All officers of the Corporation shall exercise such powers and perform such duties as shall from time to time be determined by the Board of Directors. Any two (2) offices may be held by the same person, except for the offices of <u>President Chairman</u> and Secretary.

#### Section 76.2 Term of Office;- Removal.

The Board of Directors at its annual meeting shall appoint a PresidentChairman, <u>Vice-Chairman</u>, a Secretary and a Treasurer. The Board of Directors may also appoint a Chairman of the Board, a Vice President or Vice Presidents, one or more Assistant Secretaries and/or Assistant Treasurers, and such other officers and agents as it shall deem necessary or appropriate. Officers elected or appointed shall serve for such term as may be designated by the Board of Directors. Any officer elected or appointed 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. Such removal shall not prejudice the contract rights, if any, of the person so removed. A vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

#### Section 76.3 Compensation.

The salaries of all officers of the Corporation shall be fixed from time to time by the Board of Directors. No Director Officer shall receive any compensation or salary from the Corporation other than that permitted for out of pocket travel and expenses associated with attendance at Board-related functions.

#### Section 76.4 The Chairman of the Board.

The Chairman of the Board, if any, shall be an officer of the Corporation and, subject to the direction of the Board of Directors, shall perform such executive, supervisory and management functions and duties as may be assigned to him from time to time by the Board of Directors. He shall, if present, preside at all meetings of the Board of Directors.

#### Section 76.5 The Vice Chairman.

The Vice Chairman, if any (or in the event there be more than one, the Vice Chairmen in the order designated, or in the absence of any designation, in the order of their election), shall, in the absence of the Chairman or in the event of his disability, perform the duties and exercise the powers of the Chairman and shall generally assist the Chairman and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

#### Section 76.6 The Secretary.

The Secretary, if any, shall attend all meetings of the Board of Directors and record all votes and the proceedings of the meetings in a book to be kept for that purpose and shall perform like duties for the Executive Committee or other committees, if required. He shall give, or cause to be given, notice of all special meetings of the Board or the President, under whose supervision he shall act. He shall have custody of the seal of the Corporation, and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and, when so affixed, the seal may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his signature. The Board of Directors may give general authority to any other individual to keep a record of all votes and the proceedings of all meetings, requiring such individual to provide the record of the meetings to the secretary to be maintained in the usual course of conduct for maintaining corporate records.

#### Section 76.7 The Treasurer.

The Treasurer shall have the custody of the corporate funds and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. He shall 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 Chairman of the Board, the President and the Board of Directors, 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.

#### ARTICLE <u>87</u> INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 87.1 General Indemnification.

Reference is made to the Idaho Nonprofit Corporation Act, §30-3-88, Idaho Code. Particular reference is made to the class of persons (hereinafter called \\Indemnitees") 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 at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The Corporation shall (and is hereby obligated to) indemnify the Indemnitees, 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 Indemnitees, and 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 Indemnitee acted in good faith and in a manner such Indemnitee 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 Indemnitee's conduct was unlawful. No such indemnification shall be made (where not required by statute) unless it is determined that such Indemnitee acted in good faith and in a manner such Indemnitee 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 Indemnitee's conduct was unlawful.

#### Section 87.2 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 was 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.

Section 87.3 Chapter 42 Taxes.

Notwithstanding the foregoing provisions of this Article VII, the Corporation shall not indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code of 1986, as not in effect or as may hereafter be amended (the "Code"). Further, if at any time the Corporation is deemed to be a private foundation within the meaning of Section 509 of the Code, then, during such time, no payment would constitute an act of self-dealing or a taxable expenditure, as defined in Section 4941(d) or 4945(d), respectively, of the Code.

#### ARTICLE 98 INVESTMENTS

#### Section 98.1 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 Code (as defined in Section 3 of Article VII).

#### Section 98.2 Commingling.

Upon receipt of any property, the Board of Directors may, subject to any limitations, conditions or requirements affecting the use of any property so received, add such property to or commingle such property with any other assets of the Corporation or hold such property as a separate fund if, in the sole discretion of the Board of Directors, such segregation is in the best interests of the Corporation.

#### ARTICLE 109 EXEMPT ACTIVITIES

#### Section <u>109.1</u> Exempt Activities.

Notwithstanding any other provision of these Bylaws, no director, officer, employee or other agent or representative of the Corporation shall take any action for or on behalf of the Corporation if such action is not permitted under Section 50I(c) (3) of the Code (as defined in Section 3 of Article VII).

#### ARTICLE <u>110</u> GENERAL PROVISIONS

Section <u>1110.1</u> Fiscal Year.

The fiscal year of the Corporation shall be a period of twelve (12) months commencing on the first day of July in each year, or as otherwise determined from time to time by the Board of Trustees.

#### Section 1110.2 Seal.

The corporate seal shall have inscribed thereon the name of the Corporation and the words, "Corporate Seal" and "Idaho".

#### Section <u>110.3</u> 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 provisions were omitted.

#### Section 110.4 Conflict of Interest.

Any member of the Board of Directors of the Corporation may be present at or participate in a meeting of the Board of Directors or a committee of the Board of Directors which authorizes a transaction between a member of the Board of Directors and the Corporation or between the Corporation any other corporation, partnership, association, or other organization in which one (1) or more of its directors have a direct or indirect interest, if the material facts of the transaction and the director's relationship or interest as to the transaction are disclosed or are known to the Board of Directors or committee of the Board of Directors, and the Board or committee in good faith authorizes, approves or ratifies the transaction by the affirmative vote of a majority of the directors having no direct or indirect interest in the transaction, even though the disinterested directors be less than a quorum.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee that authorizes the contract or transaction.

Notwithstanding the above, all board members are required to comply with all provisions of conflict of interest statutes, rules and board policies. Each board member, upon election or appointment to the board, will be required to sign the board conflict of interest policy.

Section <u>110.5</u> Public Records and Open Meetings.

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

#### ARTICLE 1211 AMENDMENTS

Section <u>1211.1</u> Amendments.

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, provided that notice of the proposal to make, alter or repeal these Bylaws, or to adopt new bylaws, must be included in the notice of the meeting of the Board of Directors at which such action takes place.

#### ARTICLE <u>1312</u> DISSOLUTION

Section <u>1312.1</u> Dissolution.

Upon dissolution of the Corporation, assets shall be distributed to creditors pursuant to Sections 30-3-114 and 30-3-115, Idaho Code. After paying or adequately providing for the debts and obligations of the Corporation, the remaining assets shall be returned to the authorized chartering entity for <u>or</u> <u>otherwise distribution distributed</u> in accordance with applicable law.

#### CHAIRMAN'S CERTIFICATE

I, Kerry Wysocki, Board Chairman of THE IDAHO COLLEGE AND CAREER READINESS ACADEMY, Incorporated (the "corporation"), an Idaho 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 as of March 7, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the Corporation as of the 14<sup>th</sup> day of March, 2013.

Kerry Wysocki Chairman of the Board

#### *Code of Ethics and Code relating to Nepotism Idaho College and Career Readiness Academy Board of Directors*

As a member of the Board of Directors of Idaho College and Career Readiness Academy, I will strive to improve student achievement in public education, and to that end I will:

- Recognize that the Board can only act as a whole and only exercise its powers and duties in a properly called meeting when a quorum is present to transact business. (105.0; 112.0)
- Recognize that I, as an individual board member, have no authority to act on behalf of the Idaho College and Career Readiness Academy, unless authorized by Board action. (105.0; 112.0)
- Not have any pecuniary interest, either directly or indirectly in any contract or other transaction pertaining to the maintenance or conduct of the Idaho College and Career Readiness Academy. (105.0; 112.1)
- Not accept any compensation for services rendered as a Board member. (105.0; 112.1)
- Not enter into or execute any contract with the spouse of any member of the Board, the terms of which require the payment of public funds. (105.0, 112.1)
- Not act in any act of self-interest prohibited by any provision of the Idaho Code, our School's Charter, ByLaws or Articles of Incorporation. (105.0)
- Remember that my first and greatest concern must be the educational welfare of the students attending the Idaho College and Career Readiness Academy. (112.0)
- Work diligently to build and maintain a relationship of trust and respect with other board members, the Head of School, staff, students, parents and the community. (112.0)
- Avoid being placed in a position of conflict of interest and refrain from using my Board position for personal or partial gain. (112.0)
- Attend all regularly scheduled Board meetings insofar as possible and become informed concerning the issues to be considered at those meetings. (112.0)
- Inform myself about current educational issues by individual study and through participation in programs which provide needed information. (112.0)
- Render all decisions based on the available facts and my independent judgment and refuse to surrender that judgment to individuals or special interest groups. (112.0)

- Respect the individual Board member's right to differ in opinion and focus on issues rather than personalities. (112.0)
- Work with other Board members to establish effective Board policies and to respect the responsibilities that properly are delegated to the school administration. (112.0)
- Communicate to other Board members and Head of School expressions of public reaction to Board Policies and school programs. (112.0)
- Refer complaints and concerns regarding staff or programs to the head of school or other appropriate staff, acting upon complaints only after failure of an administrative solution. (112.0)
- Vote to appoint, upon proper recommendation by the appropriate administrative officer those persons best qualified to serve as school staff and insist upon regular and impartial evaluation of all staff. (112.0)
- Respect the confidentiality of information that is privileged under applicable laws and take no private action that will compromise the Board or administration and respect the confidentiality of information that is privileged under applicable laws. (112.0)

Director Signature:		Date:
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Further, I recognize the importance of the image of impropriety and bias in the operation of a virtual public charter school that utilizes the services of a Managed Services Provider. Accordingly, I will further strive to improve the image of such situations as follows and in addition to the provisions of Sections 33-507, 33-5204(a)(1), 33-5204(a)(2); 18-1351 through 18-1362, Idaho Code, I will abide by the additional following conflict of interest provisions:

- The wife, husband, child, sibling, or parent of an IDCCRA Board Member shall not be employed by IDCCRA. (112.1)
- The wife, husband, child, sibling, or parent of an IDCCRA Board Member shall not be employed by the Managed Services Provider of the school unless there has been full disclosure to the Board and an affirmative decision by the Board that such employment is not an actual or perceived conflict of interest. (112.1)
- No Board Member shall vote on nor attempt to influence the decisions of their fellow Board Members in their individual voting for any matter which is of a personal or private interest to the Board member. If any Board member has a personal or private interest in any matter to be decided before the Board, the Board member shall refrain from participation in the deliberations relating to such matter and shall abstain from voting on the subject matter at issue. (112.1)

- No Board Member shall act as an agent or solicitor in the sale or supply or goods or services to the school. (112.1)
- No Board Member shall participate in Board deliberations or discussions regarding the employment of the Board Member's relative or an individual who is related by blood or marriage within the second degree. (112.1)
- Policies of the school relating to the employment of relatives of employees of the school to assure that no actual conflict of interest occurs, including no direct supervisory or direct reporting responsibilities and no input relating to work responsibilities, salaries, hours, career progress, benefits or other terms or conditions of employment. (209.0)

Director Signature:	Date:
---------------------	-------

# APPENDIX

3. Elector Petition Forms

### **Elector Signature Supplement**

Elector signatures were gathered from around Idaho. When the signatures were taken to Ada County to have them confirmed as instructed, Ada County confirmed that only 21 verifiable signatures had been obtained. When concern was expressed over the confusion as a result of having submitted pages with 40 signatures, the response from Ada County was that they could only evaluate addresses in Ada County. When asked if signatures had to be sent to each county that addresses had been collected for, or if the signatures could be sent to just one location for verification, the response was that once a petition had been evaluated, it could not again be evaluated by another county per the Secretary of State. When the Secretary of State's office agreed to evaluate the signatures from outside of Ada County.

The results of the Secretary of State evaluations are included in ink on the bottom of the Elector Petition Sheets, signed by Betsie Kimbrough of the Secretary of State's office. When asked if the Secretary of State's office had a more formal mechanism for reporting confirmed signatures, she said no. She said that if there were questions about the authenticity of the evaluation results, she could be reached at the Secretary of State's office for confirmation.

The total number of confirmed signatures on the bottom of the 3 pages per the Secretary of State's Office is 36:

- 15 on one page
- 13 on one page
- 8 on one page

STATE OF IDAHO, ) ) ss. County of ADA )

To the Chairman, Idaho Public Charter School Commission, for the State of Idaho:

I, Christopher D. Rich, County Clerk of Ada County hereby certify that signatures on this petition are those of qualified electors. Christo HE STATE By "FILLERS STAT



RECEIVED ADA COUNTY ELECTIONS

2013 MAY 21 AM 10: 19

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.

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	Name of Proposed New Ch	narter School	Idah	o College	é Caveor	Rodinoss	Academ	1
	School District Where Nev	v Charter						
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		he above-named	proposed i	new charter sc.	nooi snoula i	be approved as	s an iuano i ub	
	School.							
0	<b>Elector's Printed Name</b>	_Elector's Sig	nature	Street Ad	dress	City	<u>Telephone</u>	<u>Date</u>
Q	16 Repre McKenzie	Sen ht		19115. Candle	word Dr.	16mpr	484-5300	3-27-13
NR	XT (Implif adues	TinderTa	idelle 1	155 Crunar	inelp	MOSCOU	30246	32713
	18_nisti Mindela	Sanna 4	- 72	DIW-Christon	herst- 1	Milian	810-85 SP	3-27-15
00	19 CURT MERENZIS	Multh 14	no	1911 S-Ca.	Veyna)	VAMPA	8484-5300	3-27-13
A	20 Lich Ann	Sele Las	en 1	188W Colches	ter	Fagle	\$80.0093	4-11-13
,	21 David New C	Hove M	in	615 Wam.	Same	BUSO	890-5455	4-11-13
	22 Connie Robinson	Emmi Ro	burion 5	5190 J. Staa	ten	Baise	514-7041	4/11/13
	23 Shelley Bennet	Shagan B	month (	0571 W Duff	and.	Boise.	860-0985	4/4/13
P	24 Malinda Jones	Halide las	en '	70 S. MUE	rn555	Nampa	440-545B	4/21/13
6	25 Conast W. Joves	1. Sh	-	10 S. Tavernes	in	Name	440.4615	4/21/13
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	27							
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4 verified registered electors not in Ada G. Lotal valid signatures on This page : 8 Betsie Kimbrouge - Secretary & States office

3/22/2013

**IDCCRA PETITION** 

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3

TAB B1 Page 171

STATE OF IDAHO, ) ) ss. County of ADA )

To the Chairman, Idaho Public Charter School Commission, for the State of Idaho:

I, Christopher D. Rich, County Clerk of Ada County hereby certify that signatures on this petition are those of qualified electors. Q Ath JUD HO By 400000000

#### 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		Idaho Career and College Readiness Academy					
School District Where New Charter							
School will be Physically I	located	State of I	daho				-9
<ul> <li>I am currently</li> </ul>	y a qualified ele	ctor in th	e above-named scho	ol distri	ct.		
<ul> <li>I agree that the</li> </ul>	ne above-named	proposed	d new charter school	should	be approved a	is an Idaho Pub	lic Charter
School.							
<b>Elector's Printed Name</b>	Electoris Sig	<u>nature</u>	Street Addres	<u>s</u>	<u>City</u>	<u>Telephone</u>	<u>Date</u>
16 HEIDI HIGGINS	HUNCHAIN	3	1433 COLTON PLA	CE	POCATELLO	208.637.0250	3/21/13
17 Christopher Wood			5518 W. Chaudro	LN	Boise	208-914-3080	3-21-13
18 Christopher Yorgasm	South		4731 N STREAN PL		MEMDIAN	208 861 3332	3-21-13-
19 Jane Wittmeyer	Jane a. 4th	Inach	6150 J. Settlemen	tur	Boise	208-899-9656	3-21-13
20 Suzanne Budge	Armis	Zide	3900N, Hirkber	vn Wal	Boise	205-342-7241	3-21-13
21 KEWNERIKBURGESS	Vemettelsu	Vins	7200 Mc Myllow	St	BUISE	203 322-1390	3-21-13
22 KERRY L. WYSOCKi	Tarked Uner	la la	14602 PURPLE SALES RJ.		caldwell	208-870-7218	3-27-13
23 Steeren W. Melcher	ley Int		407 W. Sherman	Ave	Nympot	1084672668	4-2-13
21 Holly MFZCHER	-	~	407w. ShERMA	REAVE	Nampon	208-467 2668	4/2/13
25 Cory Adamson	barl		10949 West Moh	rak	Brite	808-149-1022	4-12-13
26 Li Anthony Blazik	LIM		4398 chindr		Roise	201-323-2292	4-12-13
27 Bre Bypes	Sun &c	7	1073 N. BILTHO	2E	Horman	208-884-82	4.12.13
28 AAVE SPERRY	Danson		3955 MESA VIEW L		BDIDE	208-867-0495	4-12-13
29 Kobust Booth	Koop Doot		4914 mcNealy		meetdian	208-761-9168	4-21-3
30 Sarah Boot	E QUE	ah	LAIL MAChealth		meridian	2 minter End A	12.2112

4 verified registered electric not in Ada Co. Lotal valid segnatures as this page = 13 Betsie Kimbrough-Secretary of State's Office.

3/17/2013

**IDCCRA PETITION** 

TAB B1 Page 173

RECEIVED

2013 MAY 21 AM 10: 19

ADA COUNT

STATE OF IDAHO, ) ) ss. County of ADA )

To the Chairman, Idaho Public Charter School Commission, for the State of Idaho:

I, Christopher D. Rich, County Clerk of Ada County hereby certify that signatures on this petition are those of qualified electors. 4 \*\*\*\* oher Dirkich OF 104 By ARRENTS.

#### Petition to Establish a New Idaho Public Charter School

RECEIVED ADA COUNTY ELECTIONS Z

2013 MAY 21 AM 10: 19

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 Ch	narter School Idaha	Colloge à Carper Rea	diness Acae	lemy	
School District Where Nev	v Charter	•			
School will be Physically I	Located State	wide School			
		ne above-named school distr	ict.		
		d new charter school should		s an Idaho Pub	lic Charter
School.					
Elector's Printed Name	Elector's Signature	Street Address	City	<u>Telephone</u>	<u>Date</u>
1 John Breat Olmstead	Storton.	6150 5 Settlement Way	Boise	971-1444	3/26/13
2-TRENT CLARK	Arclike,	90NZE '	SODA SPRING	547-4035	3/26/13
2 3 ROBERT NAEREBUL	Edit N Justort	952 TROTTER DANCE	TWIN FALLS	308-3382	3/26/13
4 MARKDUNHAM	-ulade Synth	3265 Adate	Base	871-8884	3-26-13
5 KEN INCLURE	KILMECh	9440 W. Pebble Bra	K Borse	853-1943	3/26/13
6 JERSmyCHOU	at-ye	451 W. HIBISCUS ST.	30.53	8600297	3/26/13
7 Jim Riley	ymi.	10392 Marris 120, 14	Henpenhin	667-4641	3/26/13
8 NateFisher	This The	3416 Bogus Basin	Boise	344-501	3/26/13
9 Tom Le Claire	Tong Le Clini	1923 E Pratt	meridian	724-6571	3/26/13
10 Priana Le Claire	Quana file	1923 E. Pratt	Meridia	724-6311	3/26/13
11 THOIS FINCH	(STD	568 S. Widgesn St	POST FALLS	209 743-2143	426/0
5 12 Shelly Matthews (	Shilly amalo	ZOSOSN Pikehurotha	Rathdrin	208 66 4321	3/26/13
213 John UAMPER YOUNE	1/ nallan	5311 KENGELLOY	KIAMONT	402-1587	2/26/13
DA Seeve Vick	SE Jul	2140 Etherby Auc	Dallo Counter	819-4189	#26/7/2
15 CLIFFORD R. BAYER	Olit R. By-	8020 W. AMITY RD.	BOISE 09	362-5058	3/26/13

7 vuified uigestund elector not in Oda Co. Istal valid segnature on this page = 15 Betsie Kimbrough - Skrutary of State's Office

3/22/2013

TAB B1 Page 175

**IDCCRA PETITION** 

# APPENDIX

4. Workshop Attendance

### Think Charter Schools it's all about the students

Certificate of Attendance

This certificate is awarded to

Montí Píttman

For attending the Charter Start! 101 Workshop

February 28th & March 1, 2013



Muhelle Clement Sayloc

School Choice Coordinator

**IDCCRA PETITION** 

TAB B1 Page 177

### Think Charter Schools it's all about the students

Certificate of Attendance

This certificate is awarded to

### Todd Thorpe

For attending the Charter Start! 101 Workshop February 28th & March 1, 2013



Muhelle Clement Sayloc

School Choice Coordinator

**IDCCRA PETITION** 

TAB B1 Page 178

# APPENDIX

### 5. Board Resumes

### Kerry L. Wysocki

14602 Purple Sage Rd., Caldwell, ID 83607

(208) 870-7218 kerry@nwmachandmfg.com

#### **Professional Profile**

General Manager of Northwest Machining & Mfg., Inc. A precision machine shop which manufactures parts for the Aerospace Industry, Nuclear Industry, Defense Industry, Oil Field and may others. Northwest Machining currently employees 61 personnel.

Responsibilities include, all aspects of management of a small business including:

Managing all administrative functions.

Managing all manufacturing functions.

Member of the Advisory committees for:

College of Western Idaho, Precision Machining Program

Derryl A. Dennis Professional Technical Education Center, Machine Shop Program

Chairman for the Skills USA Idaho Precision Machining Competition.

#### **Work History**

General Manager	Northwest Machining & Mfg., Inc., Meridian, ID	January 1991-Current
Lead Tool Design Engineer	Boeing Company, Seattle, WA	August 1984-January 1991

#### Education

**BSME** 

University of Portland, Portland OR

June 1984

#### **References**

Don Eshelby
Idaho Division of Professional-
Technical Education Program
Managan (Datinad)

**Doug Thompson** 

Self Employed

Manager (Retired)

208-409-2298

208-888-4850

## PERSONAL RESUME FOR

## ORVAL O MAULDIN 3032 N BLUE SPRINGS AVENUE MERIDIAN, IDAHO 83646 PHONE: 208-870-8518 E-MAIL-ORVAL@REHABAUTHORJTY.COM

## EDUCATIONAL BACKGROUND

Graduate, Jerome High School, Jerome, ID, 1953Business Diploma, Twin Falls Business College, Twin Falls, ID, 1954Bachelor of Arts, Idaho State University (College), Pocatello, ID, 1960Majors: Education, English, Business

## WORK HISTORY:

## SCHOOL TEACHER:

Marshall Jr. High School, Long Beach, CA, 1961-66- Typing Santa Fe Springs High School, Whittier, CA, 1966-68 - English Clearfield High School, Clearfield, UT, 1968-72 - English

## **BUSINESS OWNER:**

Terminix Pest Control franchise, Twin Falls, ID, 1974-93
Insurance Risk Surveyor/Premium Auditor, Golden Coast Services, Colorado
Co-Founder, Partner/CFO, RehabAuthority Physical Therapy, LLC, Boise, ID, 1999-2004

RETIRED, 2004 (Currently golf coach, Liberty Charter School, Nampa, ID)

## **REFERENCES**:

Shari Dodge, 208-880-3632 Jessie Marbry, 208-898-9696 Kevin Sorensen, 208-908-8801

# Stakeholders involved in the development of the petition

Name	Roll	Involved After Opening
Kerry Wysocki	Board Chair/Treasurer	Yes
Chris Wood	Vice Chair/Secretary	Yes
Larry Howerton	Director	No
Orval Mauldin	Director	Yes
Chris Yorgason	IDCCRA Legal Counsel	Yes
Monti Pittman	K12 Administrator	Yes
Todd Thorpe	K12 Administrator	No

# APPENDIX

# 6. Contracts

**IDCCRA PETITION** 

TAB B1 Page 184

 From:
 Glenn Orthel

 To:
 Pittman, Monti

 Subject:
 Regional PTS Charter School Application

 Date:
 Tuesday, February 12, 2013 3:36:14 PM

 Attachments:
 Application for From recommended by fry2013.doc

Attached is file.

Glenn Orthel Certification and Professional Development Coordinator Idaho Professional-Technical Education 650 West State Street, Suite 324 Boise, Idaho 83720 Ph: 208.334.3216 Fax: 208.334.2365 From:Joanne ClovisTo:Pittman. MontiSubject:ContactsDate:Thursday, August 22, 2013 2:54:06 PM

Patty Bowles, Allied Health Coordinator Workforce Training Lewis-Clark State College 208-792-2924 pdbowles@lcsc.edu www.lcsc.edu/wft/

# Sheri Daly, RN

Region 2 Professional-Technical Academy Health Professions Coordinator/Instructor HOSA State Advisory Board of Directors School Nurse - Cottonwood JSD 242 P.O. Box 540 Cottonwood, ID. 83522 Work (208)962-3901 Fax (866)525-1480

## Joanne

Joanne Clovis, RN, BSN, M.Ed. Health Professions Program Manager/State HOSA Advisor



650 West State Street P.O. Box 83720, Suite #324

Boise, ID 83720-0095

P: 208-334-3216

F: 208-334-2365

"Giant obstacles are brilliant opportunities, brilliantly disguised as giant obstacles." Rev. William Sloan Coffin

# YORGASON LAW OFFICES. PLLC

March 7, 2013

Board of Directors Idaho College and Career Readiness Academy <u>1460 2 P. ple Sage</u> Read Childwell, Idaho <u>83607</u>

**RE:** Legal Services Agreement

Dear Board:

I ("Attorney") am pleased to welcome Idaho College and Career Readiness Academy ("ICCRA" or "Client") as a client. This letter sets forth the terms of our engagement.

You are retaining me to provide legal services in connection with ICCRA's activities as a public charter school, including but not limited to general corporate representation of ICCRA.

Attorney shall provide legal advice and representation, and shall perform such tasks and services as are necessary, in the Attorney's judgment, to accomplish this duty. The Attorney's role is primarily that of adviser and counselor, not decision maker, and you are expected and required to authorize major decisions regarding the outcome or conduct of the representation. Such "major decisions" might include, but are not necessarily limited to, settlement authority or terms, approval for filing dispositive substantive motions, employment of expert witnesses or consultants, and initiation or participation in litigation or appeal proceedings. Any litigation also includes "additional decisions" involving matters of execution, strategy or tactics which, due to scope, timing, or other factors will generally be addressed without formal approval by you. Such "additional decisions" might include, but are not necessarily limited to, structure and presentation of written and oral argument and selection of exhibits, witnesses, terminology or techniques used in argument; routine correspondence with court staff, agency personnel or opposing counsel; direction and scope of legal research efforts; and other specific decisions of a tactical nature.

You further agree: (1) to regularly communicate with the Attorney and advise them of any changes in your goals or expectations in the representation, concerns about the existence or disclosure of privileged communications, and any material factual developments that could influence the outcome or strategic posture of any litigation and representation; (2) to abide by, and make reasonable efforts to ensure compliance with any instructions provided by the Attorney regarding strategic matters and communications with the media or the general public regarding any litigation and representation; and (3) to vigorously protect and defend the attorney-client privilege, attorney work-product privilege, and other protections covering communications between you and the Attorney that are conducted in confidence and address matters pertaining to any litigation or representation.

CHRIS YORGASON

6200 N MEEKER PLACE BOISE, ID 83713 P: (208) 861-3332 F: (208) 375-3271

The Attorney is initially hired to work with ICCRA through its organizational and charter application process. This includes, but is not limited to, review of corporate documents, assistance with 501(c)(3) application, and assistance with charter petition. Attorney shall be compensated at an hourly rate of One Hundred Fifty Dollars (\$150.00) per hour, plus mileage.

In the event ICCRA further retains attorney to serve as general counsel after approval of the charter petition, the Attorney shall be compensated with a monthly retainer for services performed. The retainer for services performed by Attorney shall be Five Hundred Dollars (\$500.00) per month, plus mileage. The retainer shall include all communications (letters, emails and telephone conferences) and other reasonable expenses related to representation, which typically include, but may not be limited to, telephone charges, including long distance and wireless charges, photocopy, fax, transcript fees, computerized legal research, meals, and similar expenses. Attendance at board meetings other meetings and projects outside the general representation shall be billed at One Hundred Dollars (\$100.00) per hour, plus mileage. Litigation or other large projects outside the scope of general representation are not covered under this retainer agreement and Client and Attorney agree to discuss the best options for representation of the Client in those matters, which may include the retainer of outside counsel.

As legal consultant to Client, the Attorney will refuse any new relationship or agreement which may tend to conflict with the interests of a current client. On rare occasions, conflicts develop among the interests of existing clients; in those cases, the Attorney will make every effort to resolve the conflicts in such a way as to allow uninterrupted representation for Client. The Attorney does not anticipate any issue arising under this Agreement that would require the Attorney to advise or represent Client regarding issues against any Idaho public charter school, and Client understands that the Attorney, due to other client relationships, may be unable to file a lawsuit against an Idaho public charter school on behalf of Client.

Client acknowledges that the Attorney represents other educational entities, including other public charter schools. The Attorney has evaluated the possible interests of each of these clients as they may relate to representation of Client, and have concluded that the Attorney can reasonably undertake joint representation of Client and any or all of these parties without adverse effect to the interests of any of the affected parties. Client acknowledges it has been advised of the nature of such joint representation and possible associated risks, that it has considered this information, and consents to the proposed joint representation by the Attorney. In the event the Attorney determines he can no longer conduct joint representation of Client and one or more other clients without adverse effect to the interests of one or more of the jointly-represented parties, the Attorney will immediately advise all affected clients and will take such measures as are necessary to protect the interests of the parties and to provide representation for all parties in a manner that is appropriate under the applicable Rules of Professional Conduct.

CHRIS YORGASON

6200 N MEEKER PLACE BOISE, ID 83713 P: (208) 861-3332 F: (208) 375-3271

Any individual or officer signing this Letter represents that he or she is properly acting as an agent of ICCRA and is vested with all necessary authority to execute this Letter on behalf of ICCRA and to bind ICCRA to its terms. Either party may terminate or seek to renegotiate their relationship under this Letter by providing 30-days written notice to the other party. Any disputes between the parties arising under this Letter shall be governed by the laws of the State of Idaho, and venue for any such dispute shall be Ada County, Idaho.

If this letter accurately reflects your understanding of our agreement, please acknowledge your approval and acceptance of these terms by signing and returning to me a copy of this letter. I would be pleased to answer any questions you might have.

Sincerely,

Christopher E. Yorgason

IDAHO COLLEGE AND CAREER READINESS ACADEMY

	KERRY L. WYSOCK:
By:	Kerry 2. Unroch
	PresiDENT - ChAIRMAN of the BOARIS
Date:	MARCH 14, 2013

## YORGASON LAW OFFICES, pllc

By:

Title: Owner

Date: MARCH 15, 2013

CHRIS YORGASON

6200 N MEEKER PLACE BOISE, ID 83713

.....

P: (208) 861-3332 F: (208) 375-3271





First program designed for charter schools by charter school leaders and school insurance experts.

- Most appropriate coverage at the lowest price
- All-in-one inclusive package including Workers' Compensation, Liability, School Board, Property, Risk Management Services
- More than just insurance—Helping to Keep Your School Safe
- Gives you peace of mind and more money for your classrooms



Arthur J. Gallagher & Co.

TAB B1 Page 190

## All-in-one inclusive package including Workers' Compensation, Liability, School Board, Property, Risk Management Services.

## Charter schools of many types accepted including:

- New and Established Schools
- Education Management Organization operated and Replication Schools
- Site Based and Non-Site Based Virtual Schools
- Schools of All Sizes

COVERAGE*	INCLUDED*
Workers' Compensation	✓
Property	<ul> <li>Image: A second s</li></ul>
General Liability	✓
Automobile Liability (including medical paymen uninsured/underinsured motorists/non-owned automobile coverage, hired automobile coverage	
Automobile Physical Damage	✓
School Board Legal Liability/Errors and Omission	on 🗸
Employee Benefits Liability	✓
Educators Legal Liability	✓
Sexual Harassment	<ul> <li>Image: A start of the start of</li></ul>
Sexual Abuse	✓
Crime (money & securities, forgery & alteration, employee dishonesty)	<ul> <li>Image: A start of the start of</li></ul>
Umbrella	✓
Risk Management & School Safety Services	✓

\* Coverage availability and level of coverage varies by state depending that state's legal requirements as well as appropriateness of coverage. This table is for simplified illustration purposes. Specifics of coverages, limits, terms and conditions are contained in the insurance policy or policies.

"We saved close to \$20,000 this year with the charter school insurance program, and were able to hire part-time choir and dance teachers for our arts enrichment program."

— Kelly Wright, KIPP Adelante Preparatory Academy

CharterSafe is backed by the top-rated, reputable, and stable insurance companies with an A.M. Best Rating of A and above.

## First insurance and safety program designed for charter schools by charter school leaders and school insurance experts.

The CharterSafe program was created as a direct response to charter schools' needs of finding insurance options that provided the right coverage at the right price. The program was co-founded by Ted Fujimoto, Vice President of School Services & Products at the California Charter Schools Association, with the help of Arthur J. Gallagher & Co.—the worlds fourth largest broker and number one school broker.

Today, over 160 charter schools are insured by the program—saving an average of 10-25% off their original premiums with broader coverage and higher limits.

"The charter school insurance program saved us over 15% in insurance costs. This is a program that charter schools large and small should take advantage of. The insurance team has also helped us create a better safety program that will reduce our losses."

- Don Shalvey, CEO, Aspire Public Schools

Charter schools that are participating in the program include:

- Aspire Public Schools
- Alliance for College-Ready Public Schools
- California Virtual Academy (CAVA)
- CHIME Charter Elementary & Middle Schools
- Granada Hills Charter High School
- Lewis Center for Educational Research
- KIPP Schools
- Partnerships for Uplifting Communities, Inc.
- School for Integrated Academies and Technologies (SIATech)
- St. Hope Public Schools

For the first time, this program is being made available to charter schools across the country in cooperation with charter school associations and education foundations.



### Most appropriate coverage at the lowest price.

Charter schools deserve the best insurance rates. Charter schools overall have a great track record with lower losses compared to their regular public school counterparts. Often, charter schools have been lumped together with regular public schools or other types of organizations which do not have as good track record. School size, school culture, and commitment of staff to excellence have a lot to creating a safer environment that exists in charter schools. It is no surprise that quality schools tend to have the lower losses.

#### CharterSafe recognizes the lower losses experienced by charter schools and reward quality schools with the best rates.

**Charter schools need the best coverage.** Charter school principals reported having difficulty getting coverage from insurance companies. This was especially true for new or small charter schools. Charter schools resort to having a hodgepodge of policies from multiple insurance companies to cover the various risks—leaving the possibility of gaps of coverage between policies, insufficient coverage, and/or having to pay for coverages not needed.

CharterSafe provides coverage appropriate for charter schools the right coverage at the right levels. It recognizes that no charter school is exactly like another.

### CharterSafe is not about just providing insurance it's about Helping to Keep Your School Safe.

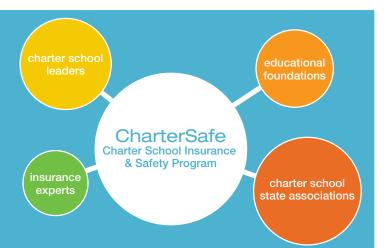
CharterSafe is more than an insurance program—it helps to keep your charter school safe. Somewhere in the country at a charter school, an accident that injures a person or damages property, a lawsuit, or a theft happens every day. Incidents like these can take a huge disruptive and emotional toll on your school. CharterSafe provides you risk management services and consultations as part of the program to help you prevent losses from occurring and if a loss does occur, to handle it effectively with the least disruption to your school. You will have access to risk management consultants that you can use as an extended part of your school team.

## The Right Team

Having the right people with a combination of charter school, insurance, and business expertise is essential in setting the CharterSafe program apart from programs provided by ordinary insurance companies.

The success of the program is in the partnerships with charter school state associations, educational foundations, and the charter school leaders that give feedback so the program can continually be fine-tuned.





#### Tom Boobar, MBA, MS, CSP, REHS Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. National K-12 Practice Leader

Tom co-created the successful charter schools insurance program for California. He has spent most of his 15-year career working with school districts, private schools, and charter schools helping them manage their risks and creating safe environments.

He brings the resources and expertise of Arthur J. Gallagher & Co.—the fourth largest insurance broker in the world and number one broker providing insurance to schools and public entities. As program manager for Gallagher's CharterSafe program, he brings his knowledge of school safety and risk management expertise to customize an insurance program for charter schools.

# CharterSafe gives you peace of mind and more money for your classrooms...

By participating in CharterSafe, you can have the peace of mind to know you have the right insurance coverage and the help to keep your school safe and prevent accidents and losses.

Money that you save on insurance and on losses can be put to much better use—whether it is filling that very needed new teacher position, buying computers, going on that field trip, or paying for staff development.

Your participation strengthens the charter movement—Not only will your school benefit with better coverage and lower rates... but the more charter schools that participate in growing a strong national insurance program... result in strength of numbers to improve benefits and drive costs down even further.

# Act Now

For more information, please call (800) 704-6402 x 100 or e-mail insurance@chartersafe.org. You may also visit the CharterSafe web site at www.chartersafe.org.



## About Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. is a FORTUNE 1000 company, traded on the New York Stock Exchange, and ranked by Business Insurance magazine as the world's fourth largest insurance broker. Gallagher is a stable company that has been in the insurance business since 1927. Gallagher is also included in Forbes magazine's Platinum 400 Best Big Companies in America. Yet, Gallagher continues to be family run and client focused.

Arthur J. Gallagher & Co. focuses on long-term relationships and commitments and has been providing brokerage services for school clients for decades. With 34 offices and more than 200 dedicated professional staff that specialize in K-12 school clients, Gallagher can deploy its resources and knowledge to all parts of the country based upon client need.

#### **Return Mailing Address:**

ATTN: Tom Boobar, MBA, MS, CSP, REHS National K-12 Practice Leader Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 15 Enterprise, Suite #200, Aliso Viejo, CA 92656 License # 0726293





## **Summary of Coverages and Services**

PACKAGE:		
Line of Coverage	Limits	Enhancements to "Off the Shelf" Coverage
General Liability	\$1,000,000 Per Occurrence \$3,000,000 Aggregate	Enhancement Endorsement specifically for school exposures
Sexual Abuse & Molestation	\$1,000,000 Per Occurrence \$3,000,000 Aggregate	<ul><li>Increased Aggregate</li><li>Automatically Included</li></ul>
Automobile Liability – • Nonowned & hired • Uninsured/Underinsured • Scheduled autos	\$1,000,000 Combined Single Limit	Lower Deductibles
<ul><li>Auto Physical Damage –</li><li>Scheduled autos only</li></ul>	Per Schedule of Vehicles	Lower Deductibles
Property	Per Schedule of values (TIV) Various Sub-Limits	<ul> <li>Blanket Limits</li> <li>Agreed Value</li> <li>Enhanced Sub-Limits – Program endorsement</li> </ul>
Crime Employee Dishonesty Forgery or Alteration Computer Fraud Theft of Money and Securities Money Order & Counterfeit Paper Currency	<ul> <li>\$1,000,000 Per Occurrence</li> <li>\$500,000 Per Occurrence</li> <li>\$100,000 Per Occurrence</li> <li>\$50,000 Per Occurrence</li> <li>\$100,000 Per Occurrence</li> </ul>	Increased Limits
Employee Benefit Liability (Claims Made)	\$1,000,000 Each Claim \$3,000,000 Aggregate	Automatically Included
Professional Liability/Educators Legal (Claims Made)	\$1,000,000 Each Incident \$3,000,000 Policy Aggregate	<ul> <li>Increased Limits</li> <li>Definition of "Educators" very broad compared to other nonprofit policies</li> <li>PHLY includes a Defense Reimbursement sublimit</li> </ul>
Directors & Officers Liability Employment Practices Liability Fiduciary Liability Cyber Liability – options available	\$1,000,000 Each Claim \$1,000,000 Aggregate	<ul> <li>Defense outside the limits</li> <li>Wage and Hour Sublimit \$250,000</li> <li>Immigration Sublimit \$100,000</li> <li>Limits per coverage section or combined</li> </ul>
WORKERS' COMPENSATION:		
Workers Compensation Employers Liability	<ul><li>Statutory coverage</li><li>\$1,000,000 Per Occurrence</li></ul>	<ul> <li>Volunteers Included for schools</li> <li>Group Purchase Program for stable pricing</li> <li>Waiver of Subrogation Included</li> </ul>
EXCESS LIABILITY:	• 	· · · · · · · · · · · · · · · · · · ·
Excess Liability	Options up to \$25,000,000	<ul> <li>Follow Form excess over: GL, Auto Liability, Abuse, DO, EPLI, EBL, Educators Legal, and Employers Liability</li> <li>Group Purchase with dedicated member limits</li> </ul>
STUDENT ACCIDENT LIABILITY:		
Student Accident Liability	\$25,000 Per Claim \$6,000,000 Catastrophic	







#### **RISK MANAGEMENT SERVICES:**

- CLAIMS ASSISTANCE: Dedicated Case Managers for claims assistance
- RISK MANAGEMENT: Access to The Risk Management Toolkit and onsite resources at your school
- **EMPLOYMENT ISSUES:** Free Human Resource Hotline and access to professional assistance when making hiring/firing decisions
- CONTRACT REVIEW FOR INSURANCE REQUIREMENTS: Dedicated staff available for reviewing contracts
- SCHOOL FORMS AND TEMPLATES: Educational booklets and templates specific to schools
- SPECIAL EVENTS AND FIELD TRIPS: Complete guidelines to field trip risk management and exposure checklists
- CHARTER MANAGEMENT ASSISTANCE: Assist CMOs with Authorizer requirements and applications
- ONLINE SAFETY TRAINING: Free access to Safeschools.com, an online safety training program for schools
- SEXUAL HARASSMENT TRAINING: Access to free online training for employees and supervisors
- WEBINARS: Access to free webinars on various school risk topics and options for customized training



## Sample List of Members

## Program Currently insures 925 schools nationally

Member	State
Achievement First Inc	NY
Alliance for College Ready Public Schools	СА
Amana Academy	GA
Aspire Public Schools	СА
Choice Education and Development Corporation	AZ
Concord Academies	MI
Charter Schools USA Inc	Various
Hawaii Technology Academy	HI
Honors Academy	TX
Inner City Education Foundation (ICEF)	CA
K12 Inc Virtual Charter School network	Various
CA virtual academies	СА
Chicago Virtual Cyber Academy	IL
Flex Schools	CA
Four Lakes Education Inc.	WI
IQ Academies	CA
K12 Classroom	DE
Michigan Virtual Charter Academy	MI
Nevada Virtual Academy	NV
Oregon Virtual Academy	OR
South Carolina Virtual Charter School	SC
Utah Virtual Academy	UT
Arkansas Virtual Academy	AK
Agora Cyber Charter School	PA
KIPP Schools Nationally 40 schools	Various
New Beginnings Charter Network	LA
Noble Network of Charter Schools	IL
Odyssey Charter School	TX
Partnership to Uplift Communities	CA
Perspectives Charter Schools	IL
ReNew Charter Schools	LA
Rise Academy	TX
School for Integrated Academics and Technologies	FL
Specialized Education Holdings (Special Ed for Charters)	Various
St Louis Charter School	MO
Texan Can!	TX

## **Columbus Passport Academy**

## Package Insurance Indication

Year	Employee #	Student #	Payroll		Approximate Rate per Student	Employee			Professional Educators Liability	Directorss &Officers / Employment Practices Liability / Fiduciary Liability coverages		Monolistic WC State	Total Premium
Current Year (year 1)	16	150	\$ 462,000.00	\$ 1,101,600.00	\$ 21.00	\$ 3,150.00	\$ 750.00	\$ 1,260.00	\$ 1,125.00	\$ 3,500.00	\$ 9,785.00	NA	\$ 9,785.00

Notes:

Assuming no owned vehicles

Assuming only \$170,000 contents only for property, no owned buildings

Assumptions for Students and Employees, Payroll above

\$10 million Umbrella-Excess policy follows form over GL, Auto, Abuse, EBL, Educators Legal, Directors and Officers, Employment Practice Liability





# EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

Between

## IDAHO COLLEGE AND CAREER READINESS ACADEMY

And

# K12 VIRTUAL SCHOOLS LLC

FOR THE IDAHO COLLEGE AND CAREER READINESS ACADEMY, AN ONLINE PROFESSIONAL-TECHNICAL HIGH SCHOOL AUTHORIZED BY THE IDAHO STATE PUBLIC CHARTER COMMISSION, SERVING IDAHO STUDENTS STATEWIDE IN GRADES 9-12

**IDCCRA PETITION** 

TAB B1 Page 198

## TABLE OF CONTENTS - EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

RE	CITALS	1
1.	DEFINITIONS	2
2.	K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.	3
3.	BOARD RESPONSIBILITIES	4
4.	FINANCIAL MATTERS.	
5.	TERM OF AGREEMENT	8
6.	PRICING, FEES AND PAYMENT.	8
7.	PERSONNEL SUPPORTING THE SCHOOL	
8.	PAYMENT OF PRODUCT AND SERVICE FEES.	. 10
9.	RELATIONSHIP OF THE PARTIES.	.11
10.	OTHER SCHOOLS	. 12
11.	TERMINATION	. 12
12.	TERMINATION EFECTS.	13
13.	INTELLECTUAL PROPERTY RIGHTS.	. 14
14.	LIMITS ON LIABILITY AND DAMAGES.	. 15
15.	ASSIGNMENT.	
16.	INDEMNITY.	. 16
17.	INDEMNITY INSURANCE	. 17
18.	REPRESENTATIONS AND WARRANTIES.	. 18
19.	OFFICIAL NOTICES.	. 19
20.	NON-SOLICITATION/NON-HIRING.	. 20
21.	DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.	. 20
22.	MISCELLANEOUS.	. 21
EXH	IIBIT A	. 24
	IIBIT B	

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

## EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

This EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Governing Board of Directors (the "Board") of the Idaho College and Career Readiness Academy, Incorporate an Idaho nonprofit corporation and K12 Virtual Schools LLC ("K12"), a Delaware limited liability company, each a "Party" together the "Parties", as of the date signed by both Parties, and includes the following exhibits:

a. Exhibit A (Products and Services)

b.

Exhibit B (K12 Proprietary Marks)

#### RECITALS

A. WHEREAS, the Board governs the Idaho College and Career Readiness Academy also known in abbreviated form as IDCCRA (the "School").

B. WHEREAS, the mission of the School is to provide an innovative model of an online professional-technical public charter school adapted to the needs of high school students throughout the State of Idaho in order to inspire every student to succeed in their academic and occupational pursuits.

C. WHEREAS, the Board has filed a charter petition (application) with the Idaho State Board of Education's Public Charter School Commission (the "Commission") pursuant to the Idaho Charter Schools Act (Section 33-5201 *et seq.*) of the Idaho Education Code ("IEC"), to open an online professional-technical charter school that will utilize K12 products and services, subject to the Commission's approval. The Board is also seeking certain funding approval from the Division of Professional-Technical Education which is the administrative arm of the State Board of Education's State Board for Professional-Technical Education.

D. WHEREAS, once the Board's charter petition is approved, a charter shall be granted (the "Charter") to operate a professional-technical public charter school called the Idaho College and Career Readiness Academy, and the Board will utilize K12's products and services in the School in accordance with this Agreement.

E. WHEREAS, K12 and its Affiliates were established, among other things, for the following purposes:

o promoting and encouraging new methods of effective education;

• implementing innovative and effective instructional systems in elementary and secondary education.

F. WHEREAS, K12 will provide the Board with a variety of educational products and services in furtherance of the School's mission. These educational products and services include providing the highly regarded K12® Curriculum as well as third party professional and technical curriculum procured by K12 on behalf of the Board, online school and learning management systems; teacher training, recruitment and management; financial and school administration services; technology services for a student account management system and other administrative and technology support services specified in this Agreement and the Charter as applicable to the School.

G. WHEREAS, upon approval of the Charter, it is the intention of both Parties to enter into a long-term relationship in which the Board governs the School while K12 provides comprehensive educational products and services, including turnkey management services, and in which K12 will assure the financial solvency of the School in accordance with the terms of this Agreement.

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 1 of 30

#### NOW, THEREFORE, the Parties mutually agree as follows:

1. <u>**DEFINITIONS.</u>** For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:</u>

1.1. <u>Affiliates</u>. An "Affiliate" of K12 is an entity that controls, is controlled by, or under common control with K12, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise.

1.2. <u>Applicable Law</u>. Applicable Law is defined herein as the Constitution of the State, the State education laws and/or code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to public charter schools in the State.

1.3. <u>Charter</u>. The Charter is defined as the authorization provided to the Board by the Charter Authorizer pursuant to Applicable Law, permitting the Board to operate as a public charter school and entitled to receive public funds, appropriations and other revenues.

1.4. <u>Charter Authorizer</u>. The Charter Authorizer is the entity which has been granted the authority by law to permit the Board to operate in accordance with the Charter and Applicable Law. The Charter Authorizer is currently the Idaho State Board of Education's Public Charter School Commission.

1.5. <u>Change in Net Assets</u>. A Change in Net Assets is the difference in a given Fiscal Year between the School Revenues and School Expenses as certified by an independent audit in accordance with Generally Accepted Accounting Principles (GAAP).

1.5.1. A "Positive Change in Net Assets" means School Revenues exceeded School Expenses in a given Fiscal Year.

1.5.2. A "Negative Change in Net Assets" means School Expenses exceeded School Revenues in a given Fiscal Year.

1.6. Fiscal Year. The Fiscal Year shall run July 1 through June 30.

1.7. <u>Net Asset Position</u>. Net Asset Position means the difference between total assets and liabilities of the School at the end of a given Fiscal Year as certified by an independent audit in accordance with GAAP.

1.7.1. A "Positive Net Asset Position" means that total assets of the School exceed total liabilities of the School.

1.7.2. A "Negative Net Asset Position" means that total liabilities of the School exceed total assets of the School.

1.8. <u>School Revenues</u>. School Revenues are all revenues and income generated or appropriated for and received by or on behalf of the Board as attributed to any Student or the School which includes, but is not limited to, the following sources as applicable: State and local per-pupil general and special education funds, funds and apportionments for professional-technical schools and other public school State and local funding; federal funds specific to the School and/or its Students; other funding including, but not limited to, Title I of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. §6301 *et seq.*, as amended);

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 2 of 30 State provided facility funding and other income or revenue sources provided by law and obtained by the Board and/or K12 which are not specifically excluded herein and all contributions and grants (including but not limited to Charter School Block Grants and other grants as applicable) received by or on behalf of the Board and granted as a matter of right and/or practice or through competitive and non-competitive grant processes, which are to assist in the improvement of any applicable School-related facility(ies), the implementation or maintenance of the School operations.

1.9. <u>Shareholder</u>. A Shareholder is a holder of greater than one percent (1%) of K12's outstanding shares of common stock.

1.10. State. The State is Idaho.

1.11. <u>Student</u>. A Student is any student enrolled and/or otherwise taking course(s) in the School or previously enrolled, including those pupils who have withdrawn.

## 2. <u>K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.</u>

2.1. Description of Educational Products. During the Term, K12 and Affiliates shall license to the Board solely for use in the School, on a non-exclusive, non-assignable, non-sublicensable basis the products and offerings, as described in <u>Exhibit A</u>, to include the K12® curriculum, access to its online school and designated learning management system(s) and/or available third party curriculum, instructional tools and other products and offerings (collectively the "Educational Products"). During the Term, the Parties may agree upon K12 and Affiliates licensing additional products (e.g., new curriculum, supplementary curriculum, and/or educational programs) beyond those listed in <u>Exhibit A</u>. Provision of additional products will be mutually agreed upon and shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.2. Description of Administrative and Technology Services. During the Term, K12 and Affiliates shall provide to the Board solely for the School "Administrative Services", including financial and school administration services, teacher recruiting, training and management, and "Technology Services" to include a student information system, hosting of an online platform, a student account management system and related technical support and other educational services as described in Exhibit <u>A</u>. The Administrative Services and Technology Services shall collectively be referred to as the "Services". During the Term, the Parties may agree upon K12 and Affiliates providing the Board with additional services beyond those listed in Exhibit <u>A</u>. Provision of additional services shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.3. <u>Special Education Services</u>. K12 shall assist with the provision of special education and/or related special needs services including but not limited to recruiting teachers and procuring related service providers for Students with special education needs or any Students who have, will have or require an Individualized Education Program ("IEP"). All special education-related funding from any source for the Special Education Students shall be included within School Revenues.

2.4. <u>Place of Performance</u>. Performance of Services is not required to be rendered at the School's facility(ies) (if any), unless specifically stated in <u>Exhibit A</u> or for compliance with Applicable Law or the Charter.

2.5. <u>Standards of K12 Performance</u>.

2.5.1. <u>K12 Compliance</u>. K12 will provide the Educational Products and Services set forth in this Agreement and any amendments hereto in accordance with Applicable Law, the Charter, and Board policies made known to K12 in writing and relating to the School. Subject to Section 11, K12 shall

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 3 of 30

also comply with changes in Board policies within thirty (30) days of receipt of written notice and a copy thereof; however, School Policies (as defined in section 3.2) shall be adopted in accordance with Section 3.2.

2.5.2. <u>Confidentiality of Records/FERPA</u>. K12 will maintain the confidentiality of School personnel, student and other records in accordance with the requirements of Applicable Law. The Board recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA") and the State open records act, K12 has a legitimate educational interest for purposes of the Board (or its designees) disclosing a student's educational records to K12 and such records shall be disclosed to K12 in order for K12 to perform the Services. The Board shall define "school officials" and "legitimate educational interest" as permitted by FERPA, broadly enough to permit the provision of the Educational Products and Services hereunder.

2.5.3. <u>Licensure or Other State Requirements</u>. Except as otherwise provided in this Agreement, K12 will comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder.

2.5.4. <u>Non-Discrimination</u>. K12 prohibits discrimination in all its programs and activities on the basis of race, color, religion, sex, national origin, age, disability, and where applicable, marital status, familial status, and sexual orientation.

## 3. BOARD RESPONSIBILITIES.

3.1. <u>Payment Obligation</u>. For the Educational Products and Services, the Board shall compensate K12 at the rates and conditions set forth in this Agreement or as amended as mutually agreed in writing.

3.2. <u>Oversight of K12</u>. The Board shall be responsible for monitoring K12's performance under, and compliance with, the terms of this Agreement in accordance with Applicable Law. Accordingly, the Board shall be responsible for overseeing the School's quality, operational and financial performance and for working with the Charter Authorizer as required. K12 shall reasonably cooperate with such monitoring and oversight.

3.3. Adoption of Policies. The Parties acknowledge and agree that in providing the Services, it shall be the responsibility of K12 to recommend various policies for the operation of the School ("School Policies"). K12 will implement procedures consistent with such policies, but the Board retains ultimate responsibility for adopting policies and for overseeing K12's implementation. K12 will cooperate with such oversight and policy implementation subject to Section 11. K12 and the Board will work collaboratively and in a timely manner on the creation of School Policies that may include, but are not limited to, policies relating to the budget, authorization of expenditures, curriculum, admissions procedures, student conduct online and at any applicable School facility, School calendars, procedures for resolution of parent or student complaints and disputes between School employees, and the responsible use of computer equipment and other instructional property. To the extent any of the foregoing collaborative policies are not yet in effect, the Parties agree that K12's applicable standard policies and best practices shall be used to avoid a lack of any policy. The Board shall promptly provide K12 written copies of all School Policies adopted and must promptly notify K12 in writing of any changes to such policies.

3.4. <u>School-Related Correspondence</u>. The Board shall provide K12 with any reports, documents and other findings that are related or may have an impact on the School, the Charter and/or K12's obligations herein. Such School-related correspondence includes, but is not limited to, adopted Board minutes, resolutions and Board reports, State audit preliminary and final reports, and Charter Authorizer reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 4 of 30

3.5. <u>School Compliance</u>. The Board will perform its obligations under this Agreement and shall comply with, and govern itself in a manner consistent with, the requirements of Applicable Law, the Charter and the Charter Authorizer's policies.

## 4. FINANCIAL MATTERS.

4.1. <u>Financial Risks Assumed by K12</u>. K12 assumes the risks, except as otherwise set forth in this Agreement that its fees may not allow it: i) to operate profitably, and/or ii) to fully recover the amounts invoiced by K12 to the Board in accordance with this Agreement. In addition, the Parties agree that the School will not conclude a Fiscal Year during the Term in a Negative Net Asset Position. Accordingly, the Parties further agree that each of them shall take all reasonable steps and approaches necessary to avoid a negative change in Net Assets or conclude a Fiscal Year in a Negative Net Asset Position during the Term. For each year of the Agreement, provided that there has been no material breach of the Agreement by the Board, if the Board ends a fiscal year in a Negative Net Asset Position, the Parties agree that K12 will provide sufficient credits ("**Balanced Budget Credits**") to be applied to K12 invoices to ensure that the School does not experience a Negative Net Asset Position during or at the end of said Fiscal Year.

4.2. <u>Balanced Budget Credit Remittances</u>. Should the School end a Fiscal Year in a Positive Net Asset Position, as evidenced by its audited financial statements conducted in accordance with GAAP for such Fiscal Year, and K12 has issued Balanced Budget Credits in prior years for which a balance remains, the Board will reimburse K12 up to the cumulative amount of previously issued Balanced Budget Credits, as follows:

- a. Of the first \$100,000 or less of the Positive Net Asset Position, the amount due to K12 will be twenty-five percent (25%) of such amount, not to exceed \$25,000.
- b. Of the second \$100,000 or less of the Positive Net Asset Position, if any, the amount due K12 will be fifty percent (50%) of such \$100,000 or \$50,000. The amount due K12 will not exceed \$75,000, for the first \$200,000 of School's Positive Net Assets.
- c. If the School's Positive Net Asset Position exceeds \$200,000 any outstanding amount of Balanced Budget Credits due to K12 will be seventy-five percent (75%) of the amount over \$200,000 plus the \$75,000 noted in the point immediately above.

Such amounts shall be paid to K12 in accordance with the preceding payment schedule, subject to the following conditions:

- a. The total amount of Balanced Budgets Credits remitted over the Term will not exceed the amount of Balance Budgets Credits issued during the Term;
- b. Balanced Budget Credits will not be due until the School is in a Positive Net Asset Position, if ever; and
- c. In no single school year will the amount of any remittance exceed fifty percent (50%) of the then current school year's Positive Net Asset Position, as determined by an independent audit before the payment of Balanced Budget Credits.

Finally, at the end of the Term if there is a balance of Balance Budgets Credits which have not been remitted such credits will be forgiven by K12, subject to the termination provisions of this Agreement.

4.3. <u>Financial Risk Mitigation</u>. As an inducement for entering into this Agreement and issuing Balanced Budget Credits, the Board and K12 agree that K12 is willing to assume the financial risks set forth herein, subject to both the Balanced Budget Credit remittance (Section 4.2) above and all of the risk mitigation efforts set forth below, each of which are material terms of this Agreement:

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 5 of 30 4.3.1. Exclusivity. K12 shall be the sole provider of the Educational Products and Services for the School unless otherwise waived in writing by an authorized officer of K12. Nothing within this provision, however, shall be construed to preclude the Board in the exercise of its fiduciary obligations to the School. Moreover, the Board shall be permitted to procure goods and services from a third party to the extent required by law, solely provided such goods and services are not otherwise included in the Educational Products and Services. Prior to any third party procurements, the Board shall give K12 a thirty (30) day right of first refusal to provide such services or goods not enumerated herein or in the future, and if K12 is able and willing to provide such services or goods the Board shall procure them from K12.

4.3.2. <u>Final School Budgets</u>. The Board will adopt an annual School budget for each Fiscal Year during the Term and the Parties agree that K12 will present to the Board (or its authorized delegees or subcommittee) a proposed School budget for each such Fiscal Year. The proposed School budget will include assumptions provided by K12. K12 will present a proposed budget for the upcoming school year by May 15 of the then current Fiscal Year and the Board shall consider the budget proposed by K12 and will act to approve a final School budget not later than thirty (30) days prior to the start of the Fiscal Year (or sooner if required by Applicable Law). In the event the Parties cannot agree in writing upon a final budget (or any budget modification), K12 shall only be obligated to issue Balanced Budget Credits, if any, up to the amount proposed and reflected in the original budget submission or any proposed modifications to such budget by K12.

4.3.3. <u>Budget Modifications</u>. K12 may submit to the Board proposed modifications to a School budget to take into account the actual Student enrollment for the applicable school year, other changes in key assumptions or other changes deemed necessary or appropriate. The Parties will work in good faith to agree in writing on modifications to the final School budget but, in any event, the Board shall act on any modifications proposed by K12 within thirty (30) days of the proposal thereof.

4.3.4. <u>Variances from Budgets</u>. In the event that the Board causes (or its employees or designees cause) the School to experience a Negative Net Asset Position within the Fiscal Year of more than an aggregate of two percent (2%) during the entire Fiscal Year above the agreed to amount in writing by K12, if any, then K12 reserves the right to limit the Balanced Budget Credits up to such 2% variance.

4.3.5. <u>Material Deviations</u>. In the event the Board materially breaches this Agreement or otherwise acts in a manner that will have the effect of materially increasing K12's obligations, including payment obligations, or materially decreasing its rights herein, including changing the name of the School, amending the Charter or Lease, or adopting adverse policies and the Agreement is not terminated, then to the extent K12 has not otherwise expressly agreed to such material change in writing, K12 reserves the right to suspend the issuance of Balanced Budget Credits effective immediately beginning with the School year that such breach or action occurred in addition to other remedies available.

4.3.6. Lease Terms and Compliance. To the extent the Board enters into a lease for example, for administrative offices or Student training, all facility-related costs shall be a School Expense. The Board agrees that it will not modify, terminate or enter into any lease for any facility or location without the prior written consent of K12 (or the Charter Authorizer as required) if any such action will have the effect of materially impacting any of K12's rights or obligations hereunder, including its financial obligations. For the avoidance of doubt, in the event the Board violates this Section or otherwise breaches any such lease so as to have the effect of materially impacting K12's rights or obligations, K12 reserves the right to suspend the issuance of Balanced Budget Credits effective immediately beginning with the Fiscal Year that such breach occurred.

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 6 of 30

4.4. Advances Made by K12 on Behalf of the School. If the available cash receipts of the School are, from time to time, insufficient to cover payment of School Expenses on a timely basis, and the Board is unable to seek funding from other sources to cover such deficiency, K12 may advance the Board such amounts (not to exceed maximum amounts set by Applicable Law) to allow payment of such School Expenses on a timely basis (collectively hereinafter referred to as "Advances") provided that, K12 will have no obligation to make any Advances in any Fiscal Year for expenditures: (i) for any items that are in excess of the lesser of the amount proposed by K12 for the budget or the approved budgeted amount except to the extent that such excess amounts are beyond the Board's control and due to events beyond the Board's control; (ii) for amounts payable to K12 pursuant to this Agreement or any other agreement between K12 or its Affiliates and the Board; or (iii) for any matters as to which K12 or any other person or entity is entitled to indemnification under this Agreement. The Advances will be due and owing to K12 by the Board thirty (30) days after K12 invoices the Board for such funds.

4.5. <u>Start Up Costs</u>. "**Start Up Costs**" are those project management, insurance, legal, recruiting and hiring fees, computers, phones and other administrative costs that have been incurred on behalf of the School, together with advances made to the School by K12, prior to and subsequent to the execution of this Agreement in order to obtain School approval by the applicable Charter Authorizer(s) or to open the School. In order to sufficiently verify the Start Up Costs are valid and applicable to the School, the Board agrees to provide a detailed breakdown with the appropriate receipts for all such costs which will be subject to audit by K12. To the extent the Start Up Costs were paid to or on behalf of the School by K12 and/or Advances were made to the Board for Start Up Costs, K12 shall invoice the Board for reimbursement of such Start Up Costs and Advances in accordance with Sections 4.4 and 8.3 herein. Payment will be due within thirty (30) days of receipt of such invoice unless sufficient cash is not on hand to do so at which time such invoices will accrue interest per the Agreement.

4.6. Financial Reports. The Board may request that K12: (i) prepare and submit reports on the School's finances as often as on a monthly basis in addition to those financial reports required by Applicable Law or the Charter; or (ii) provide the Board with such other information as reasonably necessary and appropriate to enable the Board to monitor performance under the Charter and related agreements, including the effectiveness and efficiency of the School's operations. All such requests shall be made in writing. The Parties agree that K12 shall supply the foregoing reports and information, solely provided that the Board or other third parties have given K12 all necessary and current data needed for such reports (as reasonably requested by K12), including, but not limited to, relevant audit findings, Board expenditures and funding detail. Accordingly, the Board shall not withhold, and shall cooperate with K12 to ensure K12 has the needed data and information the Board's control in a timely manner.

4.7. <u>School Audit</u>. K12, in collaboration with the Board, will arrange for an independent audit of the School's financial statements. The cost of such audit shall be a School Expense.

4.8. <u>School Expenses</u>. The Board will be responsible for all debts, liabilities, and obligations incurred on behalf of the School by or on behalf of the Parties (collectively, "**School Expenses**") during the Term of the Agreement. School Expenses shall be determined in accordance with the budget process set forth herein, will be paid out of the School Revenues and shall include, but are not limited to, the following School-related costs:

4.8.1. oversight fees to the Charter Authorizer, if any;

4.8.2. School teacher (master and lead) and lab attendants (individually a "Teacher", collectively "Teachers") salaries;

4.8.3. Teacher related expenses, including, Teacher training related expenses and other Teacher expenses;

4.8.4. offices for administrative staff and related expenses;

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 7 of 30 4.8.5. Student Support Staff (defined in Section 7.4 below) related expenses;

4.8.6. related services expense for Students with special education needs (as applicable);

4.8.7. state test related expenses;

4.8.8. school community relationship building;

4.8.9. direct mail, printing and related expenses for enrolled Students;

4.8.10. amounts due to K12 and its Affiliates, including interest on Advances and past due amounts;

4.8.11. supplemental curriculum and other academic services as agreed to by K12 in writing;

4.8.12. reasonable legal fees for representation of the Board as it pertains directly to the School and not for legal representation or related expenses adverse to K12;

4.8.13. insurance including directors' and officers' liability insurance, general liability insurance and other School-related insurance coverage, as appropriate;

4.8.14. accounting and reporting not comprehended in K12's Services to be provided, payroll processing, audit, and/or tax preparation fees directly associated with the School;

4.8.15. use, sales, income, property or other taxes, if any;

4.8.16. fees for required background investigations of School employees;

4.8.17. office and School facility and infrastructure related expenses; and

all other School-related expenses approved in the budget, however, if any total School Expenses are, as reasonably known, going to be incurred at a variance of two percent (2%) or more above the budgeted amount, they must be pre-approved in writing by K12.

### 5. <u>TERM OF AGREEMENT</u>.

5.1. <u>Term</u>. This Agreement will become effective upon the date of full execution by the Parties, for commencement on July 1, 2014 ("Effective Date") and will terminate on June 30, 2024 (the "Term") unless sooner terminated under the Section 11 of this Agreement. In the event the Charter Authorizer and/or the Charter changes, this Agreement shall automatically survive and be performed in accordance with the new Charter, these terms and conditions and Applicable Law, unless this Agreement is otherwise terminated in accordance with Section 11 herein.

5.2. <u>Renewal</u>. Following the Initial Term, this Agreement will automatically extend for successive additional periods of seven (7) year(s) (each such period a "**Renewal Term**"), unless (a) either Party provides the other with written notice of non-renewal at least two (2) years before the expiration of the thencurrent Initial Term or Renewal Term (as applicable); or (b) the Agreement is sooner terminated under Section 11. The Initial Term and any Renewal Terms will be referred to collectively as the "**Term**".

#### 6. PRICING, FEES AND PAYMENT.

6.1. Educational Product Prices. In consideration of the value of the Educational Products provided by K12 (including teaching support) as specified in detail in Exhibit A, the Board will pay K12 and its Affiliates for the Educational Products based on the then current national K12 Managed Virtual School Pricing for similarly situated, similarly branded professional-technical schools ("**Product Price List**"), to include third party product pricing as applicable. Notwithstanding anything in this Agreement to the contrary, for each Educational Product set forth in the Product Price List, the School agrees that the fees for such Educational Products will be subject to change, no more than once per calendar year, at K12's reasonable discretion and communicated to the Board during the annual budget process. Payment for the Educational Products shall be made in accordance with Section 8 below.

6.2. <u>Administrative Services Fee</u>. In consideration of the value of the Administrative Services provided by K12, as specified in detail in <u>Exhibit A</u>, the Board agrees to pay K12 and its Affiliates fifteen percent (15%) of the School Revenues (the "Administrative Services Fee") for each Fiscal Year of the Agreement. Payment for the Administrative Services Fee shall be made in accordance with Section 8 below.

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 8 of 30

6.3. <u>Technology Services Fee</u>. In consideration of the value of the Technology Services provided by K12 as specified in detail in <u>Exhibit A</u>, the Board agrees to pay K12 and its Affiliates seven percent (7%) of the School Revenues for the Technology Services (the "**Technology Services Fee**") for the each Fiscal Year of the Agreement. Payment for the Technology Service Fee shall be made in accordance with Section 8 below.

6.4. <u>Priority of Payments</u>. Payments from the School Revenues shall be paid by the Board in the following order of priority: (1) Teacher salaries, including applicable payroll taxes, (2) School Expenses identified in Section 4.8 above, (3) Advances made by K12, (4) fees for Educational Products, (5) Administrative and Technology Services Fees payable to K12 and its Affiliates, including any fees for administrative or technology products and services purchased by the Board in addition to those enumerated in <u>Exhibit A</u>, and (6) Balanced Budget Credits, if any.

6.5. <u>Business Judgment</u>. The Board hereby agrees, in the exercise of its business judgment, that the economic arrangement included herein, including the Balanced Budget Credits and fees payable to K12 hereunder are reasonable, necessary, and fair compensation for the Educational Products and Services provided for the Term, particularly in light of the Agreement's provision requiring K12 to provide assurance of the School's financial solvency to the extent set forth in Section 4 of this Agreement.

#### 7. <u>PERSONNEL SUPPORTING THE SCHOOL</u>.

7.1. <u>K12 Staff Assigned to the School</u>. K12 will employ and determine the employment terms for administrative personnel who may include a Head of School ("HOS") or equivalent administrative staff position, and such other staff, including teaching staff, as K12 deems necessary to deliver the Educational Products and Services described in this Agreement. The responsibilities and performance of K12's staff will be consistent with Applicable Law. Such administrative personnel may be assigned to the School on a full-or part-time basis. K12 will have the sole authority to select, supervise, compensate and determine compensation, evaluate, transfer, promote, discipline and dismiss its staff members.

7.2. <u>Complaints About K12 Staff</u>. If the Board is dissatisfied or concerned about the job performance of a K12 staff member assigned to the School, the Board shall discuss the matter first with the HOS or its equivalent. In the event the Board has a concern or is not satisfied with the HOS' job performance, the Board will provide K12 official written notice pursuant to this Agreement and set forth the specific issues and requested action with supporting documentation and K12 shall review such request and respond in a timely manner.

7.3. <u>Teachers and School-Student Support Staff</u>. The Board shall, within budgetary limitations, employ and be ultimately responsible for the Teachers and "**Student Support Staff**" (defined below) for the School, except in limited circumstances where K12 deems it reasonably necessary to employ such staff to deliver the Educational Products and Services hereunder to the extent allowed by Applicable Law. K12, however, will take the lead to help recruit, set the terms of employment, hire, supervise, discipline and terminate Teachers and Student Support Staff and such activities will be performed in consultation with the Board (or its designees). In accordance with Section 4.8, the Board will be responsible for all costs associated with the employment of such staff (including, without limitation, salaries, benefits, travel and other School-related expenses). "**Student Support Staff**" is defined as any position that provides direct services to the School and its Students which may include, for example, a Nurse and a Guidance Counselor or similar positions. For the avoidance of doubt, any HOS (Principal) for the School shall be an employee of K12 or its Affiliates. To the extent required by law, all Student Support Staff personnel shall be State licensed or possess the necessary credentials, qualifications, background and conduct checks as required by Applicable Law and/or the Charter.

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 9 of 30

7.4. <u>Complaints About School-Student Support Staff</u>. If K12 is dissatisfied or concerned about the job performance of any of the Board's staff, including Teachers or Student Support Staff assigned to the School, the Board shall delegate to K12's HOS (or its designee), the authority to discipline such staff member and as necessary or required, K12 shall promptly notify the Board of such actions. In some cases, K12 may recommend termination or elimination of specific positions to the Board for prompt action by the Board (who maintains the exclusive right to hire and terminate its employees), approval of which will not be unreasonably withheld.

7.5. Determination of Employer Entity. The Parties anticipate that, except as otherwise required by Applicable Law or to the extent necessary for the Board to maintain its status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended ("IRC"), the HOS and other administrative personnel will be provided by K12. In the event that K12 determines that it is necessary or desirable that any of the K12 staff members providing services under this Agreement become an employee of the Board, K12 shall notify the Board of such determination in writing and upon the written agreement of the Board, such K12 staff member shall become an employee of the Board; such change shall become effective on the date specified by K12 in such notice. In the event that at any time or from time to time K12 determines that it is necessary or desirable that any of the Board's staff members to become an employee of K12, K12 shall notify the Board of such determination in writing and upon the written agreement of the Board such School employee shall become an employee of K12; such change shall become effective on the date specified by K12 in such notice.

7.6. <u>Background Investigations on K12 Employees</u>. As part of its Administrative Services, K12 will be responsible for arranging for criminal background checks to be conducted on its employees assigned to the School to the extent required by Applicable Law and will maintain documentary evidence that it has done so. Upon the Board's request, K12 will provide the Board with documentary evidence of its compliance, subject to any confidentiality requirements imposed by Applicable Law.

7.7. <u>Background Investigations on School Employees</u>. As part of its Administrative Services, K12 will help ensure that the Board fulfills its responsibilities to: a) conduct criminal background checks required by Applicable Law; and b) maintain evidence that it has performed such actions.

#### 8. PAYMENT OF PRODUCT AND SERVICE FEES.

8.1. <u>Invoicing and Payment of Fees.</u> K12 will submit to the Board, a detailed invoice for the Educational Products and Services delivered for the prior calendar month. For any fees calculated as a percentage of School Revenue, such fees will be calculated based upon the approved budget or subsequent updates in effect for the applicable calendar month and will be billed for services rendered on a monthly basis during the Term, even though School Revenue may be received by the Board beyond the expiration of the Term.

8.2. <u>Location of Payment</u>. All payments made hereunder will be made to K12 (or its designated Affiliate) and at the address set forth above, or such other address provided by K12 in writing.

8.3. Payment Date and Interest. All invoices payable to K12 and its Affiliates are due within thirty (30) days from the invoice date. Advances will be due thirty (30) days from the date an Advance is invoiced by K12. The Board agrees to pay interest on overdue Advances at a rate of prime plus two percent (2%), not to exceed fifteen percent (15%) per annum, or the maximum amount allowed by Applicable Law. All other amounts past due and owing by the Board to K12 will accrue interest at one and one-quarter percent (1¼ %) per month but not to exceed fifteen percent (15%) per annum, or the maximum amount, or the maximum amount allowed by Applicable Law. All other her another to exceed fifteen percent (15%) per annum, or the maximum amount allowed by Applicable Law, on each overdue amount. The Board shall not intentionally withhold payments due to K12. In the event the Board intentionally withholds payments due hereunder, no Balanced Budget Credits shall be issued by K12 to cover any late fees due hereunder.

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 10 of 30

8.4. <u>Taxes</u>. Except as otherwise stated herein, K12 is not responsible for any taxes or third-party charges related to the activities, or the ownership or operation of the School. Without limiting the foregoing, the Board agrees to pay any sales, use, property, excise, value-added, or other similar taxes, if any, imposed by Applicable Law, except for taxes based on K12's income. For the avoidance of doubt, all fees for the Educational Products and Services set forth herein are exclusive of such taxes.

8.5. Year-End Adjustments. Within thirty (30) days after completion of the School's audited financial statements for each Fiscal Year, K12 will prepare and submit to the Board a statement of the total amounts of the Administrative Services and Technology Services Fees or other Service fees set forth in this Agreement (collectively "Service Fees") payable with respect to such Fiscal Year, including the calculation of such amounts (which calculations will be based upon the School's audited financial statements for such Fiscal Year). If the total amount of the Service Fees calculated in accordance with the foregoing sentence exceeds the total amount invoiced by K12 pursuant to Section 8.1, then the excess amount will be payable to K12; if such total amount is less than the total amount invoiced by K12 pursuant to Section 8.1, then the shortfall amount will be payable to the Board. Payment of any excess Service Fees payable to K12 will be due thirty (30) days after the submission of the statement thereof. Reimbursement to the Board of any overpayment of Service Fees will be due thirty (30) days after the submission of the statement thereof, provided, that K12 may elect in its discretion to set-off the amount any such overpayment against any outstanding obligations of the School to K12 or any Affiliate of K12.

8.6. <u>Payment Out of School Funds Managed by K12 Only</u>. K12 is authorized by the Board to pay itself the fees set forth in this Agreement out of the Board's funds managed by K12, if any, subject to the School's applicable expenditure authorization policies approved by the Board.

8.7. Disputed Amounts. If the Board disputes any charge invoiced by K12 the Board (or its authorized designee) must submit a good faith claim in writing regarding the disputed amount with documentation reasonably necessary to support the claim no later than ninety (90) days beyond the Fiscal Year audit regarding the disputed amount. If the Board (or its authorized designee) does not submit a documented claim to K12 within such time frame regarding the disputed amount, then notwithstanding anything in this Agreement to the contrary, the Board waives all rights to dispute or otherwise claim that it does not owe or to seek any credits or reimbursements thereafter regarding such disputed amount.

#### 9. <u>RELATIONSHIP OF THE PARTIES.</u>

9.1. <u>Status of the Parties</u>. K12 is not a division or any part of the Board. The Board is a body corporate organized under State law which independently governs the School, and is not a division or a part of K12. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. The Parties are independent contractors. Nothing herein will be construed to create a partnership or joint venture by or between the Board and K12. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement where K12 is authorized to take action on behalf of the Board. The Board and its employees will in no case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind K12 to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing by K12.

9.2. <u>Relationship Between the Board and the School</u>. The Idaho College and Career Readiness Academy is an Idaho public charter school authorized by the Charter Authorizer and governed by its Board. Although certain provisions in this Agreement refer to the School and may grant rights or impose obligations on the School, it is the Board that has the final legal responsibility under this Agreement to K12 and the Charter Authorizer. Therefore, it is the responsibility of the Board to ensure that the School fulfills all its obligations under this Agreement.

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 11 of 30

**IDCCRA PETITION** 

TAB B1 Page 210

9.3. No Related Parties or Common Control; Certain Permitted Participations. Except as contemplated by this Agreement or any agreement between the Board and any Affiliate with respect to the provision of services described hereunder, K12 will not have any role or relationship with the Board that, in effect, substantially limits the Board's ability to exercise its rights, including termination rights, under this Agreement. None of the Board's voting power shall be vested in K12 or its directors, trustees, members, managers, officers, Shareholders, or employees, and none of the voting power of K12's Board of Directors or Shareholders of K12 shall be vested in the Board's or its Charter Authorizer's directors, trustees, members, managers, officers, shareholders, or employees. The Board agrees to take such action as is necessary to permit employees or agents of K12 to have a nonvoting presence at the Board meetings, including executive sessions, during the Term of this Agreement, provided that, the inclusion of employees or agents of K12 in executive sessions will be at Board's discretion and is not inconsistent with Applicable Law.

10. <u>OTHER SCHOOLS</u>. The Parties acknowledge that K12 and its Affiliates will have the right to render similar services to other persons or entities including other public or private schools or institutions within and outside of the State ("Other Schools").

11. **TERMINATION.** Events of termination are as follows:

11.1. Termination for Cause. The Parties shall use good faith efforts to resolve all disputes relating to this Agreement as set forth in Section 21; however, either Party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other Party for cause. Termination for cause shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement, and a failure to cure such a breach within forty-five (45) days after receiving written notification from the terminating Party. Upon termination of this Agreement, the non-breaching Party shall be entitled to seek any remedies for which it would be entitled at law or in equity. Additionally, in the event the Board does not cure the material breach of this Agreement as set forth in this provision K12's, in its sole discretion, may suspend the issuance of Balanced Budget Credits detailed in Section 4 in lieu of terminating this Agreement.

11.2. Termination for Material Reduction in School Revenue. K12 may terminate this Agreement in the event there is a material reduction in School Revenue below the amount for the prior Fiscal Year or such reduction will materially increase the financial risk to K12 in providing the Educational Products and Services. K12 shall notify the Board of its intent to terminate under this provision and provide the Board thirty (30) days' notice so that the Parties may work together to find alternative funding or other means to offset the reduction in School Revenue. If the Parties are unable to find additional revenue or other means in the thirty (30) day time-frame, K12 may terminate this Agreement and such termination shall be effective: (i) immediately upon written notice by K12 to the Board, if notice or publication of such reduction is given at least ninety days (90) prior to the commencement of the school year to which such reduction is applicable; or (ii) at the end of the school year upon written notice to the Board if notice or publication of such reduction is given during the school year to which such reduction is applicable. In the event K12 elects not to terminate this Agreement in accordance with this provision, K12 may reasonably revise and determine the level of products and services to be provided in accordance with Applicable Law, considering any such funding reduction.

11.3. <u>Termination Upon Loss of Charter or Judicial Ruling</u>. This Agreement may be terminated immediately by either Party upon written notice to the other Party: (i) if the Charter Authorizer (or a successor governing body duly appointed by the State Legislature) provides written notice that it has terminated, revoked, or non-renewed the Charter or (ii) upon a final adverse determination by the highest court in the State that the School is no longer valid under law or its ruling has the effect of terminating the School.

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 12 of 30

11.4. <u>Termination for Failure to Approve Budget</u>. In the event that the Board does not approve a budget or reasonable modifications to a budget within thirty (30) days following the submission of a proposal thereof by K12, K12 may terminate this Agreement effective at the end of the then-current school year in which the budget or reasonable modification is not approved, or if the lack of approval is for an upcoming school year that has not commenced, K12 may terminate this Agreement upon written notice prior to the commencement of the upcoming school year.

11.5. Termination in the Event of Certain Changes in the Charter or School Policies. K12 may terminate this Agreement effective immediately upon written notice to the School in the event that the Charter is amended or the Board or the Charter Authorizer adopts or amends a policy, in each case without the prior written approval of K12, and the effect of such amendment or policy could reasonably be determined to require K12 to increase materially the level of services (or other obligations) required to be provided hereunder or to increase materially the financial risk to K12 arising from its performance of its obligations hereunder, thus rendering K12's performance economically unviable as determined by K12. In the event the Board or Charter Authorizer adopts such an adverse policy in the middle of a school year, K12 agrees to use its best efforts to complete the then current school year without waiving any rights and remedies hereunder.

11.6. <u>Change in Applicable Law</u>. If any change in Applicable Law enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

12. TERMINATION EFECTS. Effects of termination are as follows:

12.1. <u>Outstanding Payments Due</u>. Except as otherwise agreed by the Parties in writing, termination does not relieve the Board of any obligations for payments outstanding to K12 as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

12.2. <u>Return of Equipment</u>. Return of K12-provided equipment is mandatory. As such, all K12 assets including, but not limited to, computers, printers, related equipment and non-consumable materials that may be provided by or on behalf of K12 are to be returned upon the expiration or termination of this Agreement, in accordance with the policies governing the use and reclamation of such materials. Nonetheless, any damages to such equipment and materials or unreturned equipment and materials will be invoiced to the School at the Replacement Value. The Replacement Value is the cost to replace the equipment anew, without regard to depreciation. Shipping costs, if applicable, shall be paid by the Board to K12.

12.3. <u>Balanced Budget Credits Outstanding</u>. In the event this Agreement expires or is terminated pursuant to Section 11, to the extent there are outstanding Balanced Budget Credits remaining, the Board shall fully exhaust its Net Assets to pay off the outstanding balance of Balanced Budget Credits, provided however, if any Balanced Budget Credits remain after the Net Assets are fully exhausted, the remaining Balanced Budget Credits shall be fully forgiven.

12.4. <u>Fees Owed</u>. In the event this Agreement terminates as provided for herein, or it expires pursuant to its terms, and unless otherwise agreed by the Parties in writing, the Board shall owe for all products and services rendered to include the Administrative and Technology Services Fees, Educational Products and Services in accordance with this Agreement for the period up to and including then current Fiscal Year of the

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 13 of 30

termination or expiration. All such fees will be determined on an accrual basis per the Board's audited financial statement up to and including the year in which this Agreement terminates or expires.

12.5. Loss of Value. The Board acknowledges and agrees that the subject matter of this Agreement is unique and that it would not be possible for K12 to resell the Educational Products or the Services that are the subject of this Agreement. In view of the difficulty in estimating K12's damages incurred, the Parties agree to the extent not precluded by Applicable Law, for the purposes hereof that K12's damages (in addition to those entitled under law or equity) shall be fifteen percent (15%) of the School Revenues in the Fiscal Year in which the Agreement is being terminated, due within thirty (30) days following date of such termination, if the Agreement is terminated as set forth in Section 11 because of the Board's actions or omissions unless said action or omission is in response to state or federal law or direction which is not caused by the negligent action or omission or the willful misconduct of the Board, and except as action is taken by the School to terminate this Agreement in accordance with Section 11.1.

### 13. INTELLECTUAL PROPERTY RIGHTS.

13.1. Proprietary Materials. The Board acknowledges and agrees that K12 has the right to license (or sublicense as the case may be) certain intellectual property rights and interests in and to K12 and its Affiliate's (and respective licensor's) intellectual property, including but not limited to curriculum, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, School Charter application (to the extent prepared by or on behalf of K12), presentations and related petitions and documents, School logo, website design and domain numbers and names including those registered by K12 and/or for K12, its Affiliates and the Board and other materials created for the School, and curricular materials and any and all customizations and derivative works thereof (collectively, "K12 Proprietary Materials"). The Board further acknowledges and agrees that: (i) it has no intellectual property interest or claims in the K12 Proprietary Materials or any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Materials, (ii) it has no right to use the K12 Proprietary Materials unless expressly agreed to herein by K12, and (iii) K12 and its Affiliates (and respective licensors as the case may be) own all intellectual property rights in and to the K12 Proprietary Materials.

13.2. <u>Sub-License of K12 Proprietary Materials</u>. K12 hereby grants the Board a royalty-free, nonexclusive, non-transferable sub-license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use and distribute the K12 Proprietary Materials solely in connection with the School operations as contemplated in this Agreement. Notwithstanding the foregoing, the Board shall not: (i) modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials, (ii) sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion, or (iii) frame any website owned by K12. Upon the termination of such license, the Board will cease use of the K12 Proprietary Materials, and will return all K12 Proprietary Materials to K12 promptly, including those in the possession of the Board, any Teachers and Board employees participating in the School, and students participating in the School.

13.3. <u>Rights of K12 in K12 Proprietary Marks</u>. The Board acknowledges and agrees that, as between the Board and K12, K12 (and its applicable Affiliates) owns and shall maintain all intellectual property rights, title and interest, including any goodwill, in and to K12 and its Affiliate's trademarks, service marks, trade dress and trade names including the School name(s), School logo(s) and related marks and trade dress and the K12 mark, K12 (& Design) and as may be featured in <u>Exhibit B</u> (collectively, "**K12 Proprietary Marks**"). The Board further acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Marks and has no right to use the K12 Proprietary Marks

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 14 of 30 except in the limited capacity as set forth in Section 13.4 or unless expressly agreed to in writing in advance by K12, which agreement K12 may withhold in its sole discretion.

13.4. <u>Use of K12 Proprietary Marks</u>. During the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, K12 hereby grants the Board the non-exclusive, non-transferable right to use those K12 Proprietary Marks relating to the School solely in connection with the operations of School as contemplated in this Agreement. Notwithstanding the foregoing, the Board will not be permitted to sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion. Upon the termination of the rights to use the K12 Proprietary Marks, the Board will immediately cease use of the K12 Proprietary Marks.

13.5. Limitations on Use of K12 Proprietary Materials and K12 Proprietary Marks. The Board will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing rights, the Board agrees not to not alter, copy, disassemble, reverse engineer or modify the K12 Proprietary Materials and/or the K12 Proprietary Marks in any way, nor will the Board act or permit action in any way that would impair the rights of K12 in them. The Board's authorized use will not create any right, title, or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. K12 will have the right to monitor the quality of the Board's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the Board will notify K12 promptly in writing of any known infringement or unauthorized use of such property in which the Board becomes aware. K12 and the Board agree to reasonably assist each other in pursuing measures to prevent further use of K12's intellectual property by said unauthorized party. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the Board will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing.

13.6. <u>Intellectual Property Assignment</u>. To the extent the Board has established any rights, title or interest in the K12 Proprietary Materials or K12 Proprietary Marks, the Board hereby assigns and transfers to K12, its successors and assigns, all of the Board's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the K12 Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of the such marks.

13.7. <u>Publicity/Press Release</u>. K12 may use the School's name and make School references in a listing of new, representative or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press release at the request of either of them, subject to prior written consent and approval of the form and substance of both the Board and K12.

## 14. LIMITS ON LIABILITY AND DAMAGES.

14.1. <u>LIMIT OF LIABILITY</u>. K12'S MAXIMUM LIABILITY AND OBLIGATION TO THE BOARD AND THE BOARD'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE PRIOR SIX (6) MONTHS.

14.2. <u>CONSEQUENTIAL DAMAGES</u>. EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES,

> EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 15 of 30

INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, DAMAGES FOR THIRD PARTY CLAIMS, LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND K12'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST K12 HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER K12 IN BREACH OF THIS AGREEMENT.

**15.** <u>ASSIGNMENT</u>. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party, provided, however, K12 may assign all of its rights and obligations under this Agreement to any Affiliate, acquiror, or successor in interest to the extent not otherwise expressly prohibited by Applicable Law. K12 may delegate the performance of its duties hereunder to any person, contractor or entity, but K12 shall be responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegees.

16. **INDEMNITY.** The Party charged with indemnifying and/or defending under this provision (the "Indemnifying Party") shall conduct the defense in any such third party action arising as described herein and the Party claiming the benefits of this Section 16 (the "Indemnified Party") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party 's prior written consent.

16.1. Indemnification of the Board. K12 will indemnify, defend, and save and hold the Board and all of its employees, officers, directors, subcontractors and agents (collectively "Board Indemnitees") harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "Claim") that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by K12 pursuant to this Agreement, (b) noncompliance by K12 with any Applicable Law in connection with the School's operations, but excluding any Claims that arise from conduct undertaken in accordance with the Charter Authorizer's, the Board's or the Board Indemnitees' instructions, procedures or written policies, except where such instructions arise from and are in accordance with explicit recommendations formally provided by or on behalf of K12, and (c) act or omission of K12 or K12 Indemnitees (defined below) in connection with School's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of the Board or Board Indemnitees.

16.2. Indemnification of K12. The Board will indemnify, defend, and save and hold K12 and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents, their respective successors and permitted assigns (collectively "K12 Indemnitees"), harmless against any and all Claims that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by the School pursuant to this Agreement, (b) noncompliance by or on behalf of the Board with any Applicable Law in connection with School's operations, (c) act or omission of the Board or any Board Indemnitees in connection with the School's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of K12 or K12 Indemnitees.

> EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 16 of 30

#### 16.3. Indemnification Procedures.

16.3.1. <u>Notice Requirement</u>. Each Indemnified Party must give written notice to the other of the existence of a Claim promptly after such Indemnified Party first receives notice of the existence of the potential Claim, provided that such Indemnified Party will not be foreclosed from seeking indemnification hereunder by any failure to provide such prompt notice except and only to the extent the Indemnified Party actually incurs an incremental expense or otherwise has been materially prejudiced as a result of such delay.

16.3.2. Defense and Settlement of Claims. Each Indemnified Party seeking indemnification hereunder will permit the Indemnifying Party (at the expense of the Indemnifying Party) to assume the defense of such Claim, provided, that (i) counsel for the Indemnifying Party who will conduct the defense of such Claim must be reasonably satisfactory to such Indemnified Party and (ii) such Indemnified Party may participate in such defense at such Indemnified Party's expense. Except with the prior written consent of the Indemnified Party seeking indemnification hereunder, the Indemnifying Party, in the defense of any Claim, will not consent to entry of any judgment or enter into any settlement. In the event that any Indemnified Party seeking indemnification hereunder has been advised by counsel for the Indemnifying Party that such Indemnified Party may have available to it one or more defenses or counterclaims that are different from or in addition to one or more of those that may be available to the Indemnifying Party in respect of such Claim and, in such counsel's reasonable opinion, such counsel could not assert such defenses or counterclaims without creating a conflict of interest, such Indemnified Party will have the right to take over and assume control over the defense of such claim at the sole cost of the Indemnifying Party, provided that if such Indemnified Party does so take over and assume control, such Indemnified Party will not settle such claim without the written consent of the Indemnifying Party. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party seeking indemnification hereunder will have the right to defend against such Claim, provided that such Indemnified Party will not settle such Claim without the written consent of the Indemnifying Party. In any event, any Indemnified Party seeking indemnification hereunder and the Indemnifying Party will cooperate in the defense of any claim subject to this Section entitled "Indemnification".

## 17. INSURANCE.

17.1. Liability Coverage. Each Party will initiate and maintain for a period of two (2) years after the expiration or termination of this Agreement, at its own expense, comprehensive professional and general liability insurance, including product liability, contractual liability (applicable to the indemnification obligations of the said Party set forth herein), and advertising injury insurance, with reputable and financially secure insurance carriers to cover the operations of the said Party, for not less than \$5,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Such insurance required by the Board (excluding D&O and E&O insurance) will include K12 and its Affiliates and their respective directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Such insurance required by K12 (excluding D & O and E & O insurance) will include the Board and its respective directors, officers, employees, cofficers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Each Party's insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term.

17.2. Evidence of Insurance. Each Party will furnish a certificate of insurance evidencing such coverage to the other Party within five (5) days of written request by that Party. The Parties will endeavor to provide thirty (30) days' advance written notice to the other Party of any cancellation or material adverse change to such insurance.

17.3. Insurance Coverage No Limitation on K12's Rights. The Board's insurance will be primary

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 17 of 30

coverage and any insurance K12 may purchase shall be excess and non-contributory for all clams directly related to actions or omissions of the Board. K12's insurance will be primary coverage and any insurance the Board may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of K12. The minimum amounts of insurance coverage required herein will not be construed to impose any limitation on a Party's indemnification obligations expressly set forth herein.

17.4. <u>Workers' Compensation Insurance</u>. Both Parties will initiate and maintain workers' compensation insurance for its respective employees working at or for the School as required by Applicable Law.

17.5. <u>Cooperation</u>. All Parties will comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

#### 18. <u>REPRESENTATIONS AND WARRANTIES.</u>

18.1. <u>Representations and Warranties of K12</u>. K12 hereby represents and warrants to the Board: 18.1.1. <u>Organization and Good Standing</u>. K12 is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is a wholly owned subsidiary of K12 Inc.

18.1.2. <u>Power and Authority: Authorization; Binding and Enforceable Agreement</u>. K12 has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by K12 and constitutes the valid and legally binding obligation of K12, enforceable against K12 in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.</u>

18.1.3. <u>Professional Services</u>. K12 warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards, and deliverables, if any, will materially comply with the agreed upon functional specification set forth in the applicable <u>Exhibit A</u>, if used in a manner consistent with the conditions for which it was designed. THE FOREGOING WARRANTIES MADE BY K12 IN THIS SECTION (AND ITS SUBSECTIONS) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 AND ITS AFFILIATES MAKE NO GUARATEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS.

18.1.4. <u>Non-Conformities</u>. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware or interfacing not supplied by K12, its Affiliates or authorized contractors; (b) resulting from inadequate or improper maintenance, modification, storage, access or usage by the Board, its employees or Students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

18.2. Representations and Warranties of the Board. The Board hereby represents and warrants to K12:

18.2.1. <u>Organization and Good Standing</u>. The Board is a body corporate duly organized, validly existing, and in good standing under the laws of the State.

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 18 of 30

**IDCCRA PETITION** 

TAB B1 Page 217

18.2.2. <u>Power and Authority; Authorization; Binding and Enforceable Agreement</u>. The Board has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by the Board and constitutes the valid and legally binding obligation of the Board, enforceable against it in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

18.2.3. <u>Authority Under Applicable Law</u>. The Board has the authority under Applicable Law to: (i) contract with an educational management company to obtain the Educational Products and Services and all other programs and services under this Agreement; (ii) to execute, deliver, and perform this Agreement; and (iii) to incur the obligations provided for under this Agreement.

18.2.4. <u>Non-Contravention</u>. The execution, delivery and performance of this Agreement by the Board will not constitute, under any other agreement, note, lease, or other instrument to which the Board is a party or by which it or any of its assets is bound, any violation, breach or event of default by the Board or any other party thereto.

18.2.5. <u>Provision of Authority to K12</u>. The Board has provided and will provide K12 with all authority and power necessary and proper for K12 to undertake its responsibilities, duties, and obligations provided for in this Agreement.

18.2.6. <u>Charter Enforceability and Renewal</u>. During the Term, the Charter shall be in full force and effect and shall constitute a valid and binding obligation of each party thereto, enforceable in accordance with its terms. The Board shall deliver a true and complete copy of the Charter (and all Board-Charter Authorizer agreement(s), if any) to K12. The Board will use best efforts to maintain the Charter in full force and effect during the Term and to renew the Charter upon its expiration and seek any performance certificate's required for renewal in accordance with State law, with assistance from K12 within a reasonable time before any Charter expiration.

18.2.7. <u>Certain Provisions of the Charter</u>. The Charter will, when approved, authorize the Board to operate the School and receive the federal, state and local education funds identified in this Agreement, as well as other revenues, and otherwise vests the Board with all powers necessary and desirable for carrying out the School program and other activities contemplated in this Agreement.

**19. OFFICIAL NOTICES.** All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addresses). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, (iii) facsimile (with confirmation of transmission by sender's facsimile machine), or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) three business days after mailing as described in clauses (i) or (ii) of the foregoing sentence, (ii) on the date of personal delivery or (iii) on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day). Electronic mail does not constitute official notice under this Agreement. The addresses of the Parties are:

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 19 of 30

#### For K12: K12

ATTN: EVP of School Management & Services 2300 Corporate Park Drive, Suite 200 Herndon, Virginia 20171 Phone: 703-483-7000 Fax: 703-483-7330

For Board: Idaho College and Career Readiness Academy ATTN: Board President TBD Kony Lupricities \_\_\_\_\_\_, Idaho \_\_\_\_\_\_ Phone: 208 - 870 - 72/8

Fax:

#### 20. NON-SOLICITATION/NON-HIRING.

With Copy To K12's Counsel: K12 ATTN: General Counsel

2300 Corporate Park Drive, Suite 200 Herndon, Virginia 20171 Phone: 703-483-7000 Fax: 703-483-7496

With Copy To The Board's Counsel: Yorgason Law Offices, PLLC ATTN: Chris Yorgason 6200 N. Meeker Place Boise, Idaho 83713 Phone: (208) 861-3332 Fax: (208) 375-3271

20.1. <u>Non-Solicitation</u>. Each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employees of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement.

20.2. <u>Unpermitted Solicitation/Hiring Remedies</u>. In the event of such unpermitted use or engagement by a Party or its related company of such consultant or employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that employee's base starting salary with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The Board acknowledges and agrees that no Balanced Budget Credits shall be issued by K12 to cover any penalty, damages or other relief owed by the Board upon a violation of this provision.

20.3. <u>Solicitation Exceptions</u>. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee of the other Party; however, such Party shall continue to be precluded from engaging or otherwise using a Party's employee, former employee or consultant as provided for in Section 20.2.

#### 21. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.

21.1. Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's authorized designee and to the Head of School for K12. If the dispute is not resolved after ten (10) calendar days from the receipt of such written notice, then the Parties shall escalate the matter to the Board's authorized executive designee and the Western Regional Vice President for K12. If the dispute is not resolve dafter five (5) business days thereafter, then the Parties shall escalate the effort to resolve to the Board President and the Executive Vice President of School Management and Services for K12 who shall have five (5) days to seek resolution of the matter. The dispute resolution procedures described herein will

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 20 of 30

be deemed complete upon the earlier to occur of the following: (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures; and (ii) the relevant dispute is not resolved within the time periods provided under.

21.2. <u>Mediation and Arbitration</u>. If the Parties are unable to resolve the dispute pursuant to the Section immediately above, the Parties agree that they will attempt in good faith to settle any and all disputes arising out of this agreement, including those disputes relating to the enforceability or validity of this Agreement, through a process of mediation in Ada County, Idaho, under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle any such dispute(s), the Parties hereby agree to proceed to mandatory binding arbitration in Ada County, Idaho, pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Judgment upon the award rendered shall be final and binding and may be enforced by any state or federal court with competent jurisdiction over the arbitrated matter. Each Party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section except that the Parties will share equally any fees payable to a professional mediator and/or arbitrator.

21.3. Injunctive Relief. Notwithstanding the foregoing dispute resolution procedures, the Board acknowledges that in the event it breaches any provision contained in the Section entitled "Intellectual Property Rights", K12 may suffer irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. As such, in its sole discretion, K12 may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above. K12 will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. The decision by K12 not to seek judicial relief during the above described dispute resolution procedures, will not create any inference regarding the presence or absence of irreparable harm.

21.4. <u>Governing Law</u>. The laws of the State without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement.

#### 22. MISCELLANEOUS.

22.1. Coordination; Exercise of Approval or Consent Rights:

22.1.1. <u>Coordination and Consultation</u>. The Parties will coordinate the performance of their respective activities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement. Without limiting the generality of the foregoing, K12's legal counsel and the Board's legal counsel will consult from time to time with respect to the requirements of Applicable Law, the Charter, and the Board's and the Charter Authorizer's policies as they relate to the School's operations.

22.1.2. <u>Approval or Consent Rights</u>. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 21 of 30

22.2. <u>Force Majeure</u>. Notwithstanding any other sections of this Agreement, no Party will be liable for any delay in performance or inability to perform (except for payments due hereunder) due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence.

22.3. Entire Agreement. This Agreement including its attachments hereto constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations and understandings. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.4. <u>Counterparts, Facsimile or PDF Transmissions</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or PDF signature pages as if such facsimile or PDF pages were originals.

22.5. License Audit. Upon forty-five (45) days written notice, K12 may audit the School's use of the Educational Products and the Board agrees to cooperate and provide reasonable assistance with such audit. The Board agrees to pay within thirty (30) days of written notification any fees applicable to the School's use of the Educational Products in excess of the license rights granted herein or K12 may revoke the related technical support and license(s).

22.6. <u>Amendment</u>. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.7. <u>Waiver</u>. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

22.8. <u>Interpretation</u>. The Parties hereto acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

22.9. <u>Severability</u>. In the event any term, provision or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of all other provisions of this Agreement. To the extent that any of the services to be provided by K12 are found to be overbroad or an invalid delegation of authority by the Board, such services will be construed to be limited to the extent necessary to make the services valid and binding.

22.10. <u>Successors and Assigns</u>. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

22.11. <u>No Third-Party Rights</u>. This Agreement is made for the sole benefit of the School and K12 and their respective successors and permitted assigns. Except as set forth in Sections 13 and 16 and except for each Affiliate of K12, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

22.12. <u>Survival of Termination</u>. All representations, warranties, and indemnities expressly made in this Agreement will survive termination of this Agreement.

22.13. <u>Headings and Captions</u>. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 22 of 30

#### \* \* \* \* \* \* \* \*

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date set forth below.

For and on behalf of	For and on behalf of
IDAHO COLLEGE AND CAREER READINESS ACADEMY	K12 VIRTUAL SCHOOLS LLC
Signed: There 2 ligan	Signed:
Name: Kerry L. Wysoc K.	Name:
Position: BOARD President	Position:
Date: <u>6-/3-20/3</u>	<b>Date:</b>

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EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 23 of 30

#### EXHIBIT A

#### **Curriculum and Services**

**I.** <u>Educational Products, Pupil Recruiting and Product Related Services</u>: During the Term, K12 and its Affiliates will provide or cause to be provided to the Board for the School, its Students and its personnel the following Educational Products and related services in accordance with the fees published on the Product Price List provided to the Board:

1. <u>Online School</u>: For each school year during the Term, K12 will provide a license for and access to: (i) K12<sup>®</sup> Curriculum and associated learning management system for grades 9 through 12, in each case in Language Arts, Math, Science and History in addition to applicable electives per the K12 course catalogue; and (ii) any third party curriculum K12 generally offers its managed virtual schools, or procures for the School on behalf of the Board, in each case for such courses required by Applicable Law or as otherwise agreed in writing.

2. <u>Instructional Tools and Materials</u>. Such instructional tools and supplies, including without limitation textbooks and multi-media teaching tools, as K12 determines in its discretion to be necessary to deliver the educational program. K12 shall identify which of such materials are durable shall be reclaimed. These materials will be returned in accordance with Section 12.2.

3. <u>Product Related Services</u>. Pupil Recruitment and related services are included in the cost of the curriculum and materials in the Product Price List:

a. <u>Additional Instructional Support</u>. K12 will make available the necessary instructional support and teachers as mutually agreed upon in accordance with the Product Price List as the School may require for the Educational Products and related offerings.

b. <u>Pupil Recruitment</u>. Recruitment of students in K12's and its Affiliates discretion, including creation, design and preparation of recruitment materials and advertisements; assist with information sessions and other events via mail, e-mail, print, radio, television, and outdoor advertising. Additionally recruitment includes designing school recruitment materials, letterhead, business cards, and logos to create school identity and developing, designing, and maintaining the School website. Recruiting campaigns undertaken may be general awareness or combined campaigns, launched to inform potential students about the School and/or K12 and its Affiliate's programs (including K12 partner schools and programs) in the local area. Information that K12 obtains with respect to leads generated including, but not limited to, statistics, trends and contact information shall be owned by K12 (and its Affiliates).

c. <u>Admissions</u>. Implementation of the School's admissions policy and the Student enrollment process. Communicating with potential students and their families and conducting a random lottery or waitlist if required.

d. <u>Family Services</u>. Plan and arrange School orientation sessions. Assist with the design and implementation of parent orientation sessions. Field and respond to incoming calls, letters, faxes, and e-mails received by K12 about the School, its curriculum, the application/enrollment process, instructional materials, etc. Help facilitate the creation of a parent manual and/or student handbook.

e. <u>School Feedback</u>. Obtain feedback on how to improve the School and curriculum, as appropriate. Create methods for Students, their parents, and teachers to submit comments and suggestions; implement improvements where K12 deems them to be valuable.

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 24 of 30

f. <u>Computers</u>. K12 may provide or cause to be provided computers, monitors, software and other hardware as K12 determines in its discretion to be necessary to deliver the curriculum and as agreed to in writing by K12 during the budgeting process. All such equipment shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement.

g. <u>Student Clubs and Contests</u>. Access to monitored, private, virtual social clubs for Students. Clubs meet monthly and are formed based on Student feedback on their interests. K12 also provides access to participation opportunities in nationwide art, poetry and craft contests. Access to both Student clubs and contests is voluntary and is open to all Students.

h. <u>High School Services</u>: As requested and as available, K12 may offer the following for High School Students:

- i. Counseling Tools Students will have access to various counseling tool(s) to support college, career planning and exploration. These tools and related offerings are described below.
  - National and local counseling efforts are buttressed by an online college and career planning platform that helps students organize and plan their futures. This tool helps students keep track of their high school coursework, log extracurricular activities/work hours, and set goals and strategies for achieving those goals. Further, this tool provides values, skills, and interests assessments to help direct students toward professional fields in which they are inclined while also offering a robust college search engine, allowing students to compare colleges across many different facets. Finally, this tool assists students in managing their college applications and searching for scholarships.
  - Nationally, K12 offers virtual sessions that aid in helping students recognize the importance of high school performance and post-secondary education planning. K12 exposes students and their parents to a multitude of pathways including attendance at a four-year college or university, community college, vocational/technical college, military, and civilian service opportunities. K12 offers career exploration sessions presenting adults who are professionals across a variety of career clusters. K12 provides college application and admissions sessions covering various types of colleges, components of college applications, and strategies for crafting a competitive application.
  - Additionally, during the school year students can take advantage of college and career-focused teacher-led virtual clubs and during the summer K12 offers college and career-focused virtual camps.
  - The High School Business Unit provides support for different high school models by working with schools to create offerings and programs that match the needs of various student populations.

**II.** <u>Administrative Services:</u> During the Term, K12 and its Affiliates will provide or cause to be provided to the Board for the School the administrative services (the "Administrative Services") set forth below. K12 will provide the Administrative Services at School's facility and from K12's offices in Herndon, Virginia and elsewhere, as deemed necessary in K12's discretion.

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 25 of 30

1. <u>Educational Program Consulting</u>. Propose educational goals, curriculum (including securing third party curriculum), methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled in the School. K12's recommendations for the School will be consistent with Applicable Law and the Charter. As mutually agreed, K12 will also assist the Board with obtaining student internships to provide Students with hands on training and career opportunities.

2. <u>Personnel Assistance</u>. Supervision of all personnel providing Educational Products, Administrative Services, and Technology Services. Management of all School employees including discipline and hiring recommendations in accordance with the Agreement, but excluding performing the following: payroll functions or securing of payroll services; negotiation, securing and management of health, retirement and other benefits, each of which shall be Board's (or its non-K12 designee's) responsibility. Provide teacher performance evaluation models to the Board as requested, and recommend and, if approved, carry out effective ways to measure teacher performance in a virtual setting.

3. <u>Insurance</u>. Assist the Board with obtaining general liability insurance or other insurance required with a reputable carrier for the Board in accordance with this Agreement, the Charter, the Lease (if applicable) and Applicable Law.

4. <u>Facility Management</u>. As may be applicable, help identify location of the Board's administrative office facility(ies) for the School and facilities for hands on Student training and internships. Together with Board's attorney and designees, assist with negotiating and approving facility licenses, leases, leasehold improvements and lease amendments entered into in accordance with the Agreement.

5. <u>Business Administration</u>. Administration of all business aspects and day-to-day management of the School. These services shall include:

a. Consultation, and services as liaison on behalf of the School with the Charter Authorizer, and other governmental offices and agencies;

b. Consultation and advice regarding special education programs, processes, support services and reimbursements;

c. Consistent with other provisions of the Agreement, provide School administrative staff as appropriate;

d. Work with Board's counsel, if any, on legal matters affecting the School;

e. Preparation of forms, operations manuals, handbooks, guides, and policies and procedures as necessary or required by the Charter or Charter Authorizer;

f. Consultation with respect to, and monitoring and oversight of, state reporting systems;

g. Assist the Board in identifying and applying for grants and other funding opportunities;

h. Assist with the administration of federal entitlement programs (e.g., Title I, I.D.E.A.);

i. Arrange contracts with school districts, education services centers, and professional service providers for special education, testing and other support services on School's behalf;

j. Help establish and implement policies and procedures to maintain proper internal controls:

k. Provision of regulatory compliance services, including responses to audits; and

1. Provision of such other administrative and consulting services as agreed in writing by the Parties from time to time.

6. Budgeting and Financial Reporting.

a. Preparation of a proposed annual budget for the School, including projected revenues, expenses and capital expenditures. The School budget and subsequent modifications shall be adopted in accordance with the process set forth in Section 4 of the body of Agreement.

b. As practical and as possible, provide to Board on a periodic basis, but no more frequently than monthly, detailed statements of all revenues received, from whatever source for the School,

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 26 of 30

and detailed statements of all direct expenditures for services rendered to the School.

c. Provide to the Board all financial reports required under Applicable Law and by the Charter Authorizer including an annual financial report.

d. Subject to any confidentiality obligations imposed on K12 by third parties, provide to the Board such other information either required by the Charter Authorizer to be made available to the Board or the Charter Authorizer as requested, in each case within a reasonable time following such written request therefore, and in all cases consistent with Applicable Law.

Notwithstanding the foregoing, K12 will not be responsible for filing any tax forms for the Board.

#### 7. Financial Management.

a. In accordance with the Agreement and the School's expenditure authorization policy, K12 will, within commercially reasonable periods of time or as required by any agreement governing same, make payment for all School Expenses, out of the School funds managed by K12 to the extent such funds are managed by K12.

b. All School funds will be maintained in an account(s) belonging to the Board over which designated representatives of K12 will have signature authority as approved by the Board. The Board will immediately transfer to such account(s) all School Revenues received by the Board from any source, including but not limited to per pupil payments or reimbursements received from the State or federal government and/or any other source, as well as any and all contributions received by the Board for the School.

c. Perform necessary planning, forecasting, accounting and reporting functions as appropriate.

d. Assist and coordinate in any third-party financial audit(s) of the School.

#### 8. Maintenance of Financial and Student Records.

a. K12 will maintain and keep the records and books of the School at the facility. K12 may maintain electronic or paper copies of records and provide other services elsewhere, unless prohibited by Applicable Law. The Board recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act and the State open records act, K12 has a legitimate educational interest for purposes of the Board or its designees (including Teachers) disclosing to K12 the School student's educational records.

b. K12 will maintain accurate financial records pertaining to the operation of the School and will retain all such records for a period of seven (7) years (or longer/shorter if required/allowed by Applicable Law) from the close of the Fiscal Year to which such books, accounts, and records relate.

c. K12 will maintain accurate student records pertaining to students enrolled in the School in the manner required by Applicable Law, and retain such records on behalf of the Board at the agreed facility until this Agreement is terminated, at which time such records will be retained by and become the sole responsibility of Board.

d. Ensure accessibility of School records to the Board, its independent auditor and the State for completion of audits required by Applicable Law. The Parties agree to maintain, retain, disclose, and withhold School records as may be required and in the manner required by Applicable Law.

9. <u>Student Discipline</u>. Provide necessary information and cooperate with the Board on the handling of all student disciplinary matters, including without limitation attendance and truancy matters. K12 will recommend policy and procedures for Board adoption consistent with Applicable Law.

10. <u>Annual Reports to Charter Authorizer</u>. Create, design, and arrange for publication and dissemination of an annual report regarding the School in accordance with Applicable Law.

11. <u>Teacher Effectiveness and Training</u>. Develop new teacher training and ongoing professional development for teachers. Develop and maintain the K12 Teacher Handbook. Host ongoing teacher

#### EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 27 of 30

professional development sessions throughout the school year for new and returning teachers.

12. <u>Charter Authorizer Policies and Charter Renewal</u>. Assist the Board in complying with all applicable Charter Authorizer policies as reasonably interpreted to apply to the School program. Assist the Board with drafting the School's Charter renewal application, including working with the Board to develop any necessary budgetary and curriculum information. Provide information to help prepare Board members to present and defend School's Charter renewal application before the Charter Authorizer.

13. <u>Instructional Property Management</u>. Prepare and submit to the Board proposed policies and procedures regarding the responsible use of equipment and other instructional property. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing during the budget process.

14. <u>Grants and Donations for the School</u>. On behalf of the Board, K12 may solicit and receive grants and donations from public funds through competitive or non-competitive processes, and private sources consistent with the School's objectives; provided, however, that any solicitation of such grants and donations by K12 will be subject to the approval of the Board and such fund shall be used as designated.

15. <u>Additional Administrative Services</u>. Any other services as agreed to in writing by the Parties from time to time.

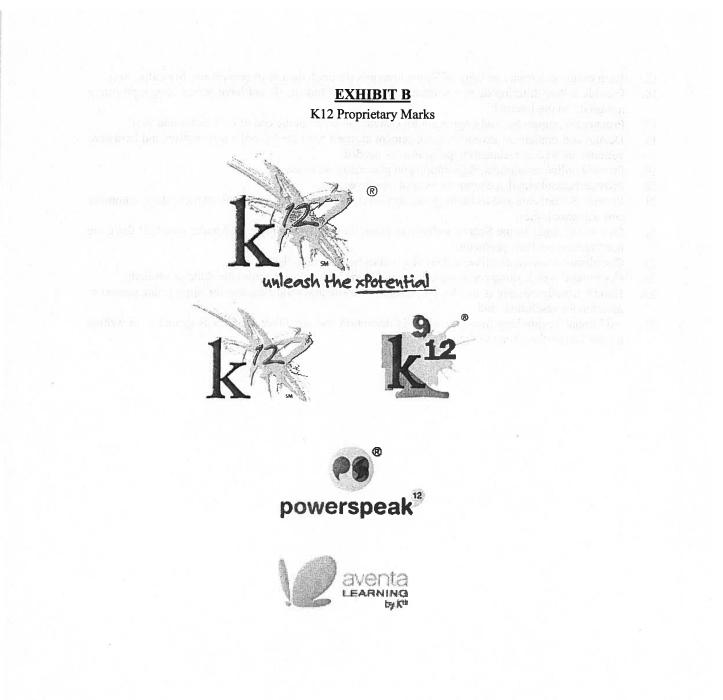
**III.** <u>Technology Services:</u> During the Term, K12 and its Affiliates will provide or cause to be provided to the Board for the School the technology services (the "Technology Services") described below. K12 will provide the Technology Services at the facility and from K12's offices, as deemed necessary and in K12's discretion.

- 1. 24-7 monitoring of production services, i.e., the Student account management systems (currently to include the system known as "SAMS") and the on-line learning management system;
- 2. Monitor and analyze system data, to fix production issues as they may arise;
- 3. Generate reports on pupil academic performance, attendance and progress;
- 4. Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals for the School;
- 5. Train School staff, as deemed appropriate and necessary, on technology systems;
- 6. Develop, design, publish, and maintain the School's website;
- 7. Install and maintain the School's computer network;
- 8. Generate technology related reports as may be required by the Charter Authorizer or Applicable Law;
- 9. Develop community tools on the School's website and/or K12 platform which may include password protected threaded discussion and message boards, moderation functionality, directories, etc.;
- 10. Determine hardware configurations (including software and operating systems) for the School's technology needs;
- 11. Provide onsite and telephone support for the School administration in troubleshooting system errors, and telephone support for current students;
- 12. Propose for the Board adoption policies and procedures regarding the responsible use of computer equipment and other School property;
- 13. Support Teachers and School care associates in answering technology-related questions from students, parents, teachers, and administrators;
- 14. Install software to generate master image of computer configurations for teachers, administrators, and students in order to standardize the user experience and lower costs and turn-around time for implementation and troubleshooting;

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 28 of 30

- 15. Help ensure electronic security of Student records (through the use of encryption, firewalls, etc.);
- 16. Provide a Web-filtering device to ensure that current Students do not have access to inappropriate materials on the Internet;
- 17. Prepare for, supervise, and implement all system roll-overs at the end of each academic year;
- 18. Design and implement inventory management systems with the School's distribution and hardware vendors, as well as reclamation programs, as needed;
- 19. Provide online enrollment, registration and placement services;
- 20. Provide School email accounts for School employees;
- 21. Provide School care and technology support services on the learning management system, computer and software issues;
- 22. Oversee changes to the School website to maintain quality assurance and make sure that there are not "version control" problems;
- 23. Coordinate security, creative, and content issues pertaining to the website;
- 24. Coordinate Web hosting contracts and relationships with vendors across the State as needed;
- 25. Handle troubleshooting issues for the school's website and send issues to the appropriate person or division for resolution; and
- 26. Additional Technology Services in K12's discretion and any other services as agreed to in writing by the Parties from time to time.

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 29 of 30



EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT Page 30 of 30



## K12 Managed Virtual Academy Billing Terms and Price List FY2012-2013

#### Version: 1.1

### Effective Date: July 1, 2012

## I. On-Line School (OLS) /Learning Management System (LMS) – On-Line Curriculum

#### Grades 9-12

K12 Inc. or its affiliates will invoice an upfront fee for each course enrollment in the month the LMS is activated. This includes course enrollments resulting from new courses, placement changes, transfers and promotions.

In addition to the upfront fee, the school will be billed a monthly fee for each course. Schools will be invoiced monthly for the total number of courses in which a student is enrolled. The monthly fee will be charged for a course through the month that one of the following events occurs: course completion, promotion, withdrawal, placement change or transfer.

For incomplete courses that will resume in the following school year or the following semester, monthly fees will be renewed; a second upfront fee will not be charged for such course continuation.

#### **Credit Policy**

For students withdrawing or swapping courses within thirty (30) days after a course's OLS/LMS course start date, the school will receive a 50% credit of the upfront fee for each applicable course. The withdrawal date is the date that the school submits the withdrawal to K12 via the withdrawal process.

Note: Schools are required to maintain detailed records on all withdrawals, placement changes and promotions to ensure all charges and credits are accurate.

#### II. MATERIALS

#### Grades 9-12

K12 Inc. or its affiliates will invoice for course materials as they are shipped.

All non-consumable materials must be returned upon withdrawal, promotion or at the end-of-school year / semester or the school will be subject to an additional charge to cover the cost of the unreturned materials per terms of the school's service agreement with K12.

Should a student require a replacement component due to damage or loss, the school will be invoiced for the component at the applicable rate per the Managed Virtual Academy Component Price List.

<u>Credit Policy:</u> No credit will be issued for withdrawing students.



## K12 Managed Virtual Academy Billing Terms and Price List FY2012-2013

#### Version: 1.1

#### Effective Date: July 1, 2012

#### **III. COMPUTERS & RELATED ACCESSORIES**

K12 Inc. or its affiliates will invoice schools for student computers and related accessories beginning the month the computer is shipped. Computer charges will include a onetime upfront fee and a monthly lease fee. For active students, schools will not be charged more than ten (10) monthly installments of the computer lease fee for any one student within a school year. Schools will be charged the upfront fee for any student ordering a computer for the first time or a replacement computer due to loss or damage. For prior-year students who already have a computer, the ten (10)-month installment period will begin in July.

For withdrawing students, K12 Inc. or its affiliates will bill for the month the student withdraws plus one additional month after withdrawal to cover the period of reclamation. For students who have already been billed the 10 monthly installments and withdraw prior to the end of the school year, the school will be invoiced one additional month to cover the period of reclamation. <u>Depending on he month of withdrawal this may result in</u> <u>"11" monthly installments within the fiscal year</u>. For students who withdraw in June, schools will be charged the one additional month of the lease fee with the subsequent school year's August invoice.

For prior-year students who withdraw in July of the current school year and for prior-year students who are automatically withdrawn via the K12 Mass Withdrawal process, schools will be charged only one additional month of the lease fee to cover the period of reclamation (no upfront fee will be assessed); these charges will appear with the August invoice. Likewise for new students who enroll and withdraw in July of the current school year, but for whom a computer was shipped, schools will be charged only one month of the lease fee to cover the period of reclamation (no upfront fee will be assessed); these charges will also appear with the August invoice.

Credit Policy: No credit will be issued for withdrawing students.

#### IV. Teacher OLS

K12 Inc. or its affiliates will invoice an annual OLS/LMS usage fee at the start of the school year for all teacher accounts to the On Line School. Should a teacher be replaced during the year, access is transferable and will not result in an incremental charge.

#### V. MATERIALS – Teacher Kits

K12 Inc. or its affiliates will invoice for materials when materials are shipped. Material invoices will be sent monthly, as appropriate.

Credit Policy: No credit will be issued for shipped teacher materials.



Version: 1.1

## K12 Managed Virtual Academy Billing Terms and Price List FY2012-2013

#### Effective Date: July 1, 2012

## VI. INVOICING DATES

Billing data will be pulled on the  $25^{\text{th}}$  of every month covering the  $24^{\text{th}}$  of the prior month through the  $25^{\text{th}}$  of the current month. For example, for the March invoice the billing data will cover February  $24^{\text{th}}$  through March  $25^{\text{th}}$ .

Periodically, there will be exceptions to the billing dates to account for holidays and closing schedules such as year end. Notification will be sent to the schools prior to a date adjustment.

### V. FEES

#### **High School Course Price List**

Upfront Per Course - High School	\$ 42.00
Monthly Per Course - High School	\$ 16.50
K12 Provided Teacher/Student	\$ 210.00
Materials Average	\$ 56.00

#### **High School Computer Price List**

Upfront Desktop - High School	\$ 75.00
Monthly Desktop - High School	\$ 35.00
Reclamation per computer	\$ 125.00
Upfront Laptop	\$ 75.00
Monthly Laptop	\$ 55.00
Reclamation per computer	\$ 125.00

#### **Teacher Price List**

#### **Teacher OLS**

Account Activated Before 12/31/12:	Usage Fee / School Year	\$2,195.00
Account Activated On/After 1/1/13:	Usage Fee / School Year	\$1,100.00

#### National Math Lab \$420/student/year.

\*Fees include K-8 Aventa, Powerspeak, MIL and K12 courses.

# Education Service Provider and Vendor

## **Evaluation Instrument**

#### Introduction

This tool is to evaluate the effectiveness of any service provider a charter school uses for specific services. By garnering feedback from individuals who utilize or work with the service provider, the service provider can implement the feedback to improve practices and charter schools can ensure they are getting a quality product paid for with taxpayer funds.

The sample provided is for an Education Service Provider (ESP), which is a nonprofit or for-profit full service educational company. Pieces of the sample can be used for specific vendor evaluation. It is essential that the evaluation instrument be closely matched to the contract. If a contract has not been established, this evaluation instrument may also serve to invoke additional provisions in the contract.

#### **Evaluation Process**

The designated lead individual ("Lead"), should have authorization either from the charter school governing board or administration to conduct and oversee the evaluation. There may be a variety of individuals involved, based on the type of service provider and the scope of the provider's contract. For example, for a comprehensive service provider, the governing board, administrative staff, teaching staff and others will all evaluate the company.

The evaluation instrument should be established at the same time as the contract. The Lead will identify the main categories for evaluation and ensure that the instrument matches the priorities for the school.

Evaluation should be done at least annually. This may vary according to the needs of the school. For smaller vendor services, evaluation may be every other year.

How the evaluation results are used is also dependent upon the needs of the charter school. An ESP evaluation should be used annually by the governing board to determine the effectiveness of performance. The governing board should debrief results with the ESP's leadership or representatives.

#### General Contract Compliance

(This section should NOT in any way re-hash what was executed in the performance agreement, rather it is an evaluation of compliance with the agreed-upon terms.)

Files reports to the authorizer and state in a timely manner.	1	2	3	4	N/O
Regularly reports to the governing board.	1	2	3	4	N/O
Ensures compliance with federal and state laws and authorizer policy that have	1	2	3	4	N/O
not been waived.					
Provides a comprehensive educational program designed to meet the needs of	1	2	3	4	N/O
most students.					
Selects, evaluates and develops a highly competent lead administrator.	1	2	3	4	N/O
Provides the governing board and authorizer with an annual performance report.	1	2	3	4	N/O
Ensures compliance with governing board policies.	1	2	3	4	N/O
Participates in strategic planning with the governing board.	1	2	3	4	N/O
Maintains regular and effective communication with the governing board.	1	2	3	4	N/O
Ensures legal counsel is used when necessary.	1	2	3	4	N/O
Communicates proposed legislation and other proposed policy changes that are	1	2	3	4	N/O
relevant, to the governing board.					
Advocates in the policy environment for charter schools, as a whole, and the	1	2	3	4	N/O
school, in particular.					
Comments:					

#### Educational Program

The provided curriculum supports Common Core Standards.	1	2	3	4	N/O
Ensures adequate resources are available to instructional staff to support the	1	2	3	4	N/O
curriculum.					
Provides content that will promote learning for students with varied educational	1	2	3	4	N/O
needs.					
Maintains parent/student to staff lines of communication effectively.	1	2	3	4	N/O
Incorporates needed revisions to the curriculum based upon feedback from staff	1	2	3	4	N/O
and/or parents.					
Monitors student academic achievement data and modifies the educational	1	2	3	4	N/O
program as needed for continuous improvement.					
Ensures each student has needed hardware and software to fully access his/her	1	2	3	4	N/O
complete educational program.					
Provides opportunities for parents/learning coaches and students to provide	1	2	3	4	N/O
feedback on the educational program.					
Comments:					

#### Human Relations

Ensures the school complies with nondiscrimination laws and policies.	1	2	3	4	N/O
Creates the staff handbook for governing board approval.	1	2	3	4	N/O
Coordinates faculty and staff recruitment as needed.	1	2	3	4	N/O
Executes or assists in terminations of personnel (whichever is pertinent) and	1	2	3	4	N/O
deals with unemployment claims, COBRA, etc.					
Personnel background checks are conducted on all personnel in a timely manner	1	2	3	4	N/O
and records properly maintained.					
Provides support for or conducts employee evaluations (whichever is pertinent).	1	2	3	4	N/O
Provides for employee goal setting in alignment with the governing board and	1	2	3	4	N/O

school's philosophies.					
Ensures employee benefits are well communicated with staff.	1	2	3	4	N/O
Ensures compliance with federal and state employment policies.	1	2	3	4	N/O
Comments:					

## Financial and Operations

•					
Provides monthly financial reports to the governing board.	1	2	3	4	N/O
Annual budget development is timely and accurate.	1	2	3	4	N/O
Budget modifications are made with a fiscally conservative philosophy and are	1	2	3	4	N/O
legally compliant with state and federal laws.					
Financial records are maintained accurately and are kept up to date.	1	2	3	4	N/O
Corporate records are maintained with accuracy and are available in the school	1	2	3	4	N/O
office.					
Contracts with, or assists the school in contracting with, third party vendors.	1	2	3	4	N/O
Forecasts out for a period of five years and reports the projected budget at least	1	2	3	4	N/O
annually to the governing board.					
Administers payroll and provides regular reports.	1	2	3	4	N/O
Processes payments in an accurate and timely manner.	1	2	3	4	N/O
Completes Title program grant documentation and ensures compliance with	1	2	3	4	N/O
funding guidelines.					
Creates and implements financial policies and procedures as needed.	1	2	3	4	N/O
Provides for or oversees onsite third-party vendors such as custodial services,	1	2	3	4	N/O
security, or food services.					
Orders supplies and ensures accuracy.					
Maintains a complete inventory and asset list.					
Oversees compliance with liability insurance reporting requirements and					
communicates effectively with the service provider.					
Comments:					

## Student Records and Data

Maintains student records that are compliant with federal and state laws and are available to school personnel, as needed.	1	2	3	4	N/O
Ensures compliance with federal and state laws, including, but not limited to, Special Education, English Language Learner and Colorado Reading Act.	1	2	3	4	N/O
Effectively oversees and manages the state assessment program for the school.	1	2	3	4	N/O
Accurately maintains student academic achievement data, analyzes the data as necessary and regularly communicates with school staff about the data.	1	2	3	4	N/O
Comments:					

# APPENDIX

7. Budget Assumptions

## Idaho Public Charter School Commission Charter Petition: Budget Assumptions

School Name: IDCCRA

## Revenue

## Explanations Related to Key Revenue Line Items (required)

[Please insert rows as needed]

	WORST CASE BUDGET	LIKELY BUDGET	BEST CASE BUDGET	
Line Item	Amount	Amount	Amount	Assumptions / Details / Sources
State Support	\$675,000	\$900,000	\$1,170,000	Enrollments; Worst 150, Likely 200, Best 250
REVENUE TOTALS	\$650,000	\$900,000	\$1,170,000	

## Expenses by Category & Budget

### **Staffing** (required)

[Please insert rows as needed]

CERTIFIED STAFF	W	ORST CASE BUDGET		LIKELY BUDGET	BEST CASE BUDGET		
Classroom Teachers	FTE	Amount	FTE	Amount	FTE	Amount	Assumptions / Details / Sources
Teachers	5	\$200,000	5	\$200,000	5	\$200,000	5 FTE is minimum needed to operate the school
Classroom Teacher Subtotals	5	\$200,000	5	\$200,000	5	\$200,000	Average Classroom Size: varies by student count
Special Education	FTE	Amount	FTE	Amount	FTE	Amount	Assumptions / Details / Sources
SPED teachers	1	\$50,000	1	\$50,000	1	\$50,000	1 FTE is the minimum needed to operate the school
Special Education Subtotals	1	\$50,000	1	\$50,000	1	\$50,000	Anticipated % Special Education Students: 10%
Other Certified Staff	FTE	Amount	FTE	Amount	FTE	Amount	Assumptions / Details / Sources
Certified staff	2	\$60,000	2	\$60,000	2	\$60,000	Academic Counselors - 2 FTE is minimum needed to run the school
Other Certified Staff Subtotals	2	\$60,000	2	\$60,000	2	\$60,000	

CERTIFIED STAFF TOTALS 8 \$310,000 8 \$310,000 8 \$310,0
----------------------------------------------------------

CLASSIFIED STAFF	W	ORST CASE BUDGET	LIKELY BUDGET				
Position	FTE	Amount	FTE	Amount	FTE	Amount	Assumptions / Details / Sources
Operations Administrator	1	\$50,000	1	\$50,000	1	\$50,000	IDCCRA Manager
Registrar	1	\$21,280		\$21,280		\$21,280	
Administrative Assistant	1	\$18,720		\$18,720		\$18,720	
Maintenance	.3	6,000	.3	6,000	.3	6,000	Part time as needed
CLASSIFIED STAFF TOTALS	3.3	\$96,000	3.3	\$96,000	3.3	\$96,000	

BENEFITS		ORST CASE BUDGET	LIKELY BUDGET				
Position	Rate	Amount	Rate	Amount	Rate	Amount	Assumptions / Details / Sources
Varies	15%	\$60,000	15%	\$60,000	15%	\$60,000	No contracts, all Part Time staff with limited benefits
BENEFIT TOTALS	15%	\$60,000	15%	\$60,000	15%	\$60,000	

## **Board of Directors** (required)

[Please insert rows as needed]

	WORST CASE BUDGET	LIKELY BUDGET	BEST CASE BUDGET	
Item	Amount	Amount	Amount	Assumptions / Details / Sources
Travel/training	\$5,000	\$5,000	\$5,000	Board members are not paid. Only travel and training expenses
BOARD TOTALS	\$5,000	\$5,000	\$5,000	

## Educational Program / Curriculum (required)

[Please insert rows as needed]

	WORST CASE BUDGET	LIKELY BUDGET	BEST CASE BUDGET	
Item	Amount	Amount	Amount	Comments / Assumptions / Sources
Textbooks	\$300,000	\$400,000	\$500,000	K12 contracted as sole provider
Supplies	150,000	200,000	250,000	K12 contracted as sole provider
EDUC PROGRAM TOTALS	\$450,000	\$600,000	\$750,000	

## **Technology** (required)

[Please insert rows as needed]

	WORST CASE BUDGET	LIKELY BUDGET	BEST CASE BUDGET	
Item	Amount	Amount	Amount	Comments / Assumptions / Sources
All ADP equipment and services	\$70,000	\$95,000	\$118,750	K12 contracted as the sole provider
TECHNOLOGY TOTALS	\$70,000	\$95,000	\$118,750	

## **Utilities** (required if not provided w/ facilities information)

[Please insert rows as needed]

	WORST CASE BUDGET	LIKELY BUDGET	BEST CASE BUDGET	
Item	Amount	Amount	Amount	Comments / Assumptions / Sources
N/A				Provided in lease contract
UTILITIES TOTALS				

## Facilities Details (required if not provided w/ facilities information)

[Please insert rows as needed]

	WORST CASE BUDGET	LIKELY BUDGET	BEST CASE BUDGET	
Item	Amount	Amount	Amount	Comments / Assumptions / Sources
Rented office space	\$51,000	\$60,000	\$66,000	Leased office space only. We are an online school.
UTILITIES TOTALS	\$51,000	\$60,000	\$66,000	

## Furnishings (optional)

[Please insert rows as needed]

	WORST CASE BUDGET	LIKELY BUDGET	BEST CASE BUDGET	
Item	Amount	Amount	Amount	Comments / Assumptions / Sources

N/A		Provided in rental agreement
FURNISHINGS TOTALS		

## **Transportation** (optional)

[Please insert rows as needed]

	WORST CASE BUDGET	LIKELY BUDGET	BEST CASE BUDGET	
Item	Amount	Amount	Amount	Comments / Assumptions / Sources
Travel	\$5,000	\$5,000	\$5,000	Teacher and SPED mileage
TRANSPORTATION TOTALS	\$5,000	\$5,000	\$5,000	

## Other Expenses (optional)

[Please insert rows as needed]

	WORST CASE BUDGET	LIKELY BUDGET	BEST CASE BUDGET	
Item	Amount	Amount	Amount	Comments / Assumptions / Sources
Legal	\$5,000	\$5,000	\$5,000	
ISP	\$35,000	\$35,000	\$35,000	
Telephone	\$3,000	\$3,000	\$3,000	
Insurance	\$30,000	\$30,000	\$30,000	
Staff Development	\$10,000	\$10,000	\$10,000	
Postage	\$2,000	\$2,000	\$2,000	
OTHER TOTALS	\$85,000	\$85,000	\$85,000	

## Narrative

[If there is any additional information that you feel will be valuable for us to know in reviewing any of your budgets, please provide it here.]

Unless otherwise stated, all estimates are for the Year 1 budget estimates.

IDCCRA Head of School will be a K12 Employee. As a result, the salary is covered in the Services Agreement and not in the IDCCRA Budget. Business Manager, HR,

Technology Services, and Special Educations Management services are also provided by K12 and covered in the Services Agreement.

The IDCCRA Operations Manager will be a Board Employee. Teachers, counselors, and office staff will also be Board employees. Those salaries are referenced above in the Assumptions.

Based on the intended instructional model, the number of teachers listed above will be enough to adequately instruct the Best Case number of students of 250. If there are fewer than 250 students, we will still need the same number of teachers. With fewer students, the result will be that each teacher will have fewer students per class.

Based on the K12 estimates for providing curriculum to the 200 students listed in Year 1 of the Proposed Budget template, the cost for textbooks and supplies is \$600,000; \$400,000 for textbooks and \$200,000 for supplies.

The educational model being proposed is scalable. Yearly growth estimates are used to model projected changes in budget from year to year. With a scalable model, more teachers can be brought to bear if growth expectations exceed budgeted growth.

Curriculum will be provided per the services agreement with K12.

Pre-start revenues are included in the 1<sup>st</sup> Year Cash Flow document. As we are operating a virtual school, we do not anticipate the need for pre-opening expenses prior to July 2014. Office space is already being utilized in the facility referenced in the proposed budget. IDCCRA will begin hiring teachers in July and distributing equipment in July.

## List of Attachments

#### Attachments

[Please insert rows as needed. List any attached documents related to the costs described above.]

Attachment Title	Brief Description	Notes or Considerations

# APPENDIX

8. Three Year Operating Budget

# Charter School Annual Budget Template (Proposed Budget)

(Proposed Budget)		Veerd		Voor 2 Voor 2			-	Veen 4		Year 5					
		Year 1			Year 2			Year 3			Year 4				
	Number	Rate	Amount	Number	Rate	Amount	Number	Rate	Amount	Number	Rate	Amount	Number	Rate	Amount
Number of Students	200			250			300			350			400		
Revenues:															
State Apportionment		\$4,500	\$900,000		\$3,900	\$975,000		\$4.000	\$1,200,000		\$ 3.857	\$1,350,000		\$ 4.000	\$1,600,000
State Transportation		•	0			0			0			0			0
Nutrition Program			0			0			0			0			0
			050.000			0			0			0			0
Federal Grants			250,000												
K12 Balancing invoice			166,000			636,250			706,500			851,750			902,000
Insert Revenue Lines Here															
Total Revenues		-	\$1,316,000		-	\$1,611,250		-	\$1,906,500			\$2,201,750		-	\$2,502,000
i otal Revenues			\$1,510,000			\$1,011,230			\$1,300,300			\$2,201,730			\$2,302,000
-															
Expenses:															
Salaries:					0.0%			0.0%			0.0%			0.0%	
Teachers	\$40,000	5	\$200,000	\$41,666	6	\$250,000	\$42,857	7	\$300,000	\$ 43,750	8	\$350,000	\$ 44,444	9	\$400,000
Special Ed	\$50,000	1	50,000	\$50,000	1.1	55,000	\$50,000	1.2	60,000	\$ 50,000	1.3	65,000	\$ 50,000	1.5	75,000
Instructional Aids	\$30,000	0	0	\$30,000	0	0	\$30,000	0	0	\$ 30,000	0	0	\$ 30,000	0	0
Classified/Office Staff	\$30,000	2	60,000	\$30,000	2.5	75,000	\$30,000	3	90,000	\$ 30,000	3.5	105,000	\$ 30,000	4	120,000
Administration	\$30,000	3	90,000	\$30,000	3.75	112,500	\$30,000	4.5	135,000	\$ 31,500	5.5	157,500	\$ 32,727	5.5	180,000
															180,000
Nutritional Program	\$42,000	0	0	\$42,000	0	0	\$42,000	0	0	\$ 42,000	0	0	\$ 42,000	0	0
Librarian	\$45,000	0	0	\$45,000	0	0	\$45,000	0	0	\$ 45,000	0	0	\$ 45,000	0	0
Maintenance/Other	\$20,000	0.3	6,000	\$20,000	0.375	7,500	\$20,000	0.45	9,000	\$ 21,000	0.5	10,500	\$ 24,000	0.5	12,000
Insert Salaries Lines Here				1			1			1			1		
Total Salaries		-	\$406,000	1	-	\$500,000	1		\$594,000	1		\$688,000	1	•	\$787,000
Total Salaries			\$406,000			\$500,000			\$594,000			\$066,000			\$787,000
Benefits:															
Retirement/PERSI	1.0%		\$3,160	1.0%		\$5,000	1.0%		\$6,840	1.0%		\$8,680	1.0%		\$9,820
Health/Life Insurance	0.0%		0	0.0%		0	0.0%		0	0.0%		0	0.0%		0
Payroll Taxes	8.0%		32,480	8.0%		40,000	8.0%		47,520	8.0%		55,040	8.0%		62,960
Workers Compensation	6.0%		24,360	6.0%		30,000	6.0%		35,640	6.0%		41,280	6.0%		47,220
	0.0%		24,300	0.076		30,000	0.0%		33,040	0.076		41,200	0.0%		47,220
Insert Benefits Lines Here		-													
Total Benefits			\$60,000			\$75,000			\$90,000			\$105,000			\$120,000
Operating Expenses:															
Textbooks	<b>\$</b> -		\$400,000	<b>\$</b> -		\$500,000	\$ -		\$600,000	s -		\$700,000	\$ -		\$800,000
	φ -			φ -			φ -			• -			φ -		
Supplies			\$200,000			\$250,000			\$300,000			\$350,000			\$400,000
Equipment			\$0			\$0			\$0			\$0			\$0
Contract Services			\$0			\$0			\$0			\$0			\$0
Legal			\$5,000			\$6,250			\$7,500			\$8,750			\$10,000
Student ISP			\$35,000			\$43,750			\$52,500			\$61,250			\$70,000
Advertising/Marketing			\$0			\$0			\$0			\$0			\$0
Gas/Electric			\$0			\$0			\$0			\$0			\$0
			\$3,000						\$4,500			\$5,250			\$6,000
Telephone						\$3,750									
Liability & Property Insurance			\$30,000			\$30,000			\$30,000			\$30,000			\$30,000
Testing & Assessment			\$0			\$0			\$0			\$0			\$0
Staff Development			\$10,000			\$10,000			\$10,000			\$10,000			\$10,000
Consulting	1		\$0			\$0	1		\$0			\$0	1		\$0
Travel	1		\$5,000			\$6,250	1		\$7,500			\$8,750	1		\$10,000
	1					\$0,250	1		\$3,000			\$3,500	1		
Postage			\$2,000	1			1			1			1		\$4,000
Rents and Leases	1		\$60,000			\$60,000	1		\$60,000			\$60,000	1		\$60,000
Debt Retirement	1		\$0			\$0	1		\$0			\$0	1		\$0
Board expenses			\$5,000	1		\$5,000	1		\$5,000	1		\$5,000	1		\$5,000
Technology			\$95,000			\$118,750	1		\$142,500	1		\$166,250	1		\$190,000
Insert OE Lines Here	1						1						1		
		-	0050.000		-	04 000 050		-	<b>64 000 500</b>		-	A4 400 750		•	A4 505 000
Total Operating Expenses			\$850,000			\$1,036,250			\$1,222,500			\$1,408,750			\$1,595,000
Program Expenses:	1						1						1		
Transportation	\$ -		\$0	\$ -		\$0	\$ -		\$0	<b>S</b> -		\$0	\$ -		\$0
Nutrition Program	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0
Insert Program Expenses Lines Here	Ť		0	-		0	1 T		Ű	Ť		0	-		5
	1	-					1						1		
Total Benefits	1		\$0			\$0	1		\$0			\$0	1		\$0
		-					1			1			1		
Total Expenses	1	-	\$1,316,000			\$1,611,250	1		\$1,906,500			\$2,201,750	1	-	\$2,502,000
							1			1			1		
Net Operating Income/(Loss)	1		\$0			\$0	1		\$0			\$0	1		\$0
the operating meaner(E035)			φU			φU	1		φU	1		φU	1		ψŰ
Paginning Fund Palanas	1		0			0	1		0			0	1		
Beginning Fund Balance Ending Fund Balance		-	0		-	0	1	-	0	1		0	1	•	0
Ending Fund Balance	1		U			U	1		U			U	1	,	U
				L									L		

# Charter School Annual Budget Template (Best Case Budget)

(Best Case Budget)		Year 1		Year 2 Y			Year 3 Year 4						Year 5		
	Number		A	Number		A	Manager		A	Manager		A	250		A
Number of the second seco	Number	Rate	Amount	Number	Rate	Amount	Number	Rate	Amount	Number	Rate	Amount	350	Rate	Amount
Number of Students	250			300			350			400			450		
Revenues:															
State Apportionment		\$4,500	\$1,125,000		\$3.900	\$1,170,000		\$4.000	\$1,400,000		\$ 3.857	\$1,542,860		\$ 4,000	\$1,800,000
State Transportation			0			0			0			0			0
Nutrition Program			0			ő			ő			ő			ő
			050.000			0			0			0			0
Federal Grants			250,000												
K12 Balancing invoice			120,750			621,000			686,250			838,640			881,250
Insert Revenue Lines Here			0												
Total Revenues			\$1,495,750			\$1,791,000		-	\$2,086,250			\$2,381,500			\$2,681,250
i otal nevenues			ψ1, <del>4</del> 00,700			φ1,751,000			φ2,000,200			φ2,001,000			φ2,001,200
-															
Expenses:															
Salaries:					0.0%			0.0%			0.0%			0.0%	
Teachers	\$40,000	5	\$200,000	\$41,666	6	\$250,000	\$42,857	7	\$300,000	\$ 43,750	8	\$350,000	\$ 44,444	9	\$400,000
Special Ed	\$50,000	1	50,000	\$50,000	1.1	55,000	\$50,000	1.2	60,000	\$ 50,000	1.3	65,000	\$ 50,000	1.5	75,000
Instructional Aids	\$30,000	0	. 0	\$30,000	0	0	\$30,000	0	0	\$ 30,000	0	. 0	\$ 30,000	0	0
Classified/Office Staff	\$30,000	2		\$30,000	2.5	75,000	\$30,000	3	90,000	\$ 30,000	3.5	105,000	\$ 30,000	4	120,000
Administration	\$30,000	3		\$30,000	3.75	112,500	\$30,000	4.5	135,000	\$ 31,500	5	157,500	\$ 32,727	5.5	180,000
															160,000
Nutritional Program	\$42,000	0		\$42,000	0	0	\$42,000	0	0	\$ 42,000	0	0	\$ 42,000	0	0
Librarian	\$45,000	0		\$45,000	0	0	\$45,000	0	0	\$ 45,000	0	0	\$ 45,000	0	0
Maintenance/Other	\$20,000	0.3	6,000	\$20,000	0.375	7,500	\$20,000	0.45	9,000	\$ 21,000	0.5	10,500	\$ 24,000	0.5	12,000
Insert Salaries Lines Here															
Total Salaries			\$406,000			\$500,000		-	\$594,000			\$688,000			\$787,000
Total Salaries			\$406,000			\$500,000			\$594,000			\$000,000			\$787,000
	1						1			1			1		
Benefits:				1			1			1			1		
Retirement/PERSI	1.0%		\$3,160	1.0%		\$5,000	1.0%		\$6,840	1.0%		\$8,680	1.0%		\$9,820
Health/Life Insurance	0.0%		0	0.0%		0	0.0%		0	0.0%		0	0.0%		0
Payroll Taxes	8.0%		32,480	8.0%		40.000	8.0%		47.520	8.0%		55.040	8.0%		62,960
Workers Compensation	6.0%		24,360	6.0%		30,000	6.0%		35,640	6.0%		41,280	6.0%		47,220
	0.070		24,300	0.076		30,000	0.076		33,040	0.076		41,200	0.076		47,220
Insert Benefits Lines Here															
Total Benefits			\$60,000			\$75,000			\$90,000			\$105,000			\$120,000
Operating Expenses:															
Textbooks	<b>\$</b> -		\$500,000	<b>\$</b> -		\$600,000	<b>\$</b> -		\$700,000	s -		\$800,000	\$ -		\$900,000
Supplies	φ -		\$300,000 \$250.000	φ -		\$300,000	φ -		\$350.000	• -		\$400,000	φ -		\$450,000
Equipment			\$0			\$0			\$0			\$0			\$0
Contract Services			\$0			\$0			\$0			\$0			\$0
Legal			\$5,000			\$6,250			\$7,500			\$8,750			\$10,000
Student ISP			\$35,000			\$43,750			\$52,500			\$61,250			\$70,000
Advertising/Marketing			\$0			\$0			\$0			\$0			\$0
Gas/Electric			\$0			\$0			\$0			\$0			\$0
Telephone			\$3,000			\$3,750			\$4,500			\$5,250			\$6,000
Liability & Property Insurance			\$30,000			\$30,000			\$30,000			\$30,000			\$30,000
Testing & Assessment			\$0			\$0			\$0			\$0			\$0
Staff Development	1		\$10,000			\$10,000	1		\$10,000	1		\$10,000	1		\$10,000
Consulting			\$0	1		\$0	1		\$0	1		\$0	1		\$0
Travel	1		\$5,000			\$6,250	1		\$7,500	1		\$8,750	1		\$10,000
Postage	1		\$2,000			\$2,500	1		\$3,000	1		\$3,500	1		\$4,000
Rents and Leases			\$66,000	1		\$66,000	1		\$66,000	1		\$66,000	1		\$66,000
	1						1			1			1		
Debt Retirement	1		\$0			\$0	1		\$0	1		\$0	1		\$0
Board expenses	1		\$5,000			\$5,000	1		\$5,000	1		\$5,000	1		\$5,000
Technology			\$118,750	1		\$142,500	1		\$166,250	1		\$190,000	1		\$213,250
Insert OE Lines Here	1						1			1			1		
Total Operating Expenses			\$1,029,750	1		\$1,216,000	1		\$1,402,250	1		\$1,588,500	1		\$1,774,250
Total Operating Expenses	1		÷1,020,700			÷1,210,000	1		ΨI, <del>T</del> 02,200	1		÷1,000,000	1		ψ1,11 <del>4</del> ,200
D	1						1			1			1		
Program Expenses:	۱.						1.						1.		
Transportation	\$ -		\$0	\$ -		\$0	<b>\$</b> -		\$0	<b>\$</b> -		\$0	\$ -		\$0
Nutrition Program	\$ -		0	\$ -		0	\$ -		0	<b>\$</b> -		0	\$ -		0
Insert Program Expenses Lines Here				1			1			1			1		
Total Benefits	1		\$0			\$0	1		\$0	1		\$0	1		\$0
i utai Denenta	1		<b>4</b> 0			φU	1		φU	1		<b>3</b> 0	1		φŪ
Total Fundaments	1		64 405 750			64 704 000	1	-	¢0.000.050	1		CO 201 500	1		60.004.050
Total Expenses			\$1,495,750			\$1,791,000	1		\$2,086,250	1		\$2,381,500	1		\$2,681,250
	1						1			1			1		
Net Operating Income/(Loss)	1		\$0			\$0	1		\$0	1		\$0	1		\$0
	1						1			1			1		
Beginning Fund Balance			0			0	1		0	1		0	1		0
Ending Fund Balance	1		0			0	1	-	0	1		0	1		0
	1					0	1		Ű	1		Ű	1		Ŭ
	L			L			L			L			L		

# Charter School Annual Budget Template (Worse Case Budget)

(Worse Case Budget)				r				¥		r	V 4		r		
	Marchan	Year 1		Manada	Year 2			Year 3			Year 4		050	Year 5	
Number of Chudente	Number	Rate	Amount	Number	Rate	Amount	Number	Rate	Amount	Number	Rate	Amount	350	Rate	Amount
Number of Students	150			200			250			300			400		
Revenues:															
		\$4,500	\$675,000		\$3,900	\$780,000		C 4 000	\$1,000,000			¢4 457 450		4 000	\$1,600,000
State Apportionment		\$4,500			\$3,900			\$4,000	\$1,000,000		\$ 3,65 <i>1</i>	\$1,157,150		\$ 4,000	\$1,600,000
State Transportation			0			0			0			0			0
Nutrition Program			0			0			0			0			0
Federal Grants			250,000												
K12 Balancing invoice			207,000			648,500			723,750			861,850			719,250
Insert Revenue Lines Here															
Total Revenues		-	\$1,132,000			\$1,428,500			\$1,723,750			\$2,019,000			\$2,319,250
Expenses:															
Salaries:					0.0%			0.0%			0.0%			0.0%	
Teachers	\$40,000	5	\$200,000	\$41,666	6	\$250,000	\$42,857	7	\$300,000	\$ 43,750	8	\$350,000	\$ 44,444	9	\$400,000
Special Ed	\$50,000	1	50,000	\$50,000	1.1	55,000	\$50,000	1.2	60,000	\$ 50,000	1.3	65,000	\$ 50,000	1.5	75,000
Instructional Aids	\$30,000	ò	00,000	\$30,000	0	00,000	\$30,000	0	00,000	\$ 30,000	0	00,000	\$ 30,000	0	0,000
Classified/Office Staff	\$30,000	2	60.000	\$30,000	2.5	75,000	\$30,000	3	90.000	\$ 30,000	3.5	105,000	\$ 30,000	4	120,000
Administration	\$30,000	3	90,000	\$30,000	3.75	112,500	\$30,000	4.5	135,000	\$ 31,500	5	157,500	\$ 32,727	5.5	180,000
Nutritional Program	\$42,000	ő	00,000	\$42,000	0.70	112,000	\$42,000	4.0	100,000	\$ 42,000	0	107,000	\$ 42,000	0.0	100,000
Librarian	\$45,000	0	0	\$45,000	0	0	\$45,000	0	0	\$ 45,000	ő	0	\$ 45,000	ŏ	0
			0			7 500			0 000		0.5	10 500			12 000
Maintenance/Other	\$20,000	0.3	6,000	\$20,000	0.375	7,500	\$20,000	0.45	9,000	\$ 21,000	0.5	10,500	\$ 24,000	0.5	12,000
Insert Salaries Lines Here		_					1			1					
Total Salaries			\$406,000			\$500,000	1		\$594,000	1		\$688,000			\$787,000
							1			1					
Benefits:	1						1			1			1		
Retirement/PERSI	1.0%		\$3,160	1.0%		\$5,000	1.0%		\$6,840	1.0%		\$8,680	1.0%		\$9,820
Health/Life Insurance	0.0%		0	0.0%		0	0.0%		0	0.0%		0	0.0%		0
Payroll Taxes	8.0%		32,480	8.0%		40,000	8.0%		47,520	8.0%		55,040	8.0%		62,960
Workers Compensation	6.0%		24,360	6.0%		30,000	6.0%		35,640	6.0%		41,280	6.0%		47,220
Insert Benefits Lines Here															
Total Benefits		-	\$60,000			\$75,000			\$90,000			\$105,000			\$120,000
			<i><b>4</b>00,000</i>			<i><b></b></i>			<i><b>Q</b>00,000</i>			¢100,000			¢120,000
Operating Expenses:															
Textbooks	<b>s</b> -		\$300,000	<b>s</b> -		\$400,000	<b>\$</b> -		\$500,000	s -		\$600,000	\$ -		\$700,000
Supplies	• -		\$150,000	Ψ -		\$200,000 \$200,000	Ψ -		\$250,000	•		\$300,000	Ψ -		\$350,000
Equipment			\$150,000			\$200,000 \$0			\$250,000 \$0			\$300,000 \$0			\$350,000
									\$0 \$0			\$0 \$0			\$0 \$0
Contract Services			\$0			\$0									
Legal			\$5,000			\$6,250			\$7,500			\$8,750			\$10,000
Student ISP			\$35,000			\$43,750			\$52,500			\$61,250			\$70,000
Advertising/Marketing			\$0			\$0			\$0			\$0			\$0
Gas/Electric			\$0			\$0			\$0			\$0			\$0
Telephone			\$3,000			\$3,750			\$4,500			\$5,250			\$6,000
Liability & Property Insurance			\$30,000			\$30,000			\$30,000			\$30,000			\$30,000
Testing & Assessment			\$0			\$0			\$0			\$0			\$0
Staff Development	1		\$10,000			\$10,000	1		\$10,000	1		\$10,000	1		\$10,000
Consulting	1		\$0			\$0	1		\$0	1		\$0	1		\$0
Travel	1		\$5,000			\$6,250	1		\$7,500	1		\$8,750	1		\$10,000
Postage			\$2,000			\$2,500	1		\$3,000	1		\$3,500			\$4,000
Rents and Leases			\$51,000			\$51,000	1		\$51,000	1		\$51,000			\$51,000
Debt Retirement			\$0			\$0	1		\$0	1		\$0			\$0
Board expenses			\$5,000			\$5,000	1		\$5,000	1		\$5,000			\$5,000
Technology			\$70,000			\$95,000	1		\$118,750	1		\$142,500			\$166,250
Insert OE Lines Here							1			1					
Total Operating Expenses		-	\$666,000			\$853,500	1	-	\$1,039,750	1		\$1,226,000			\$1,412,250
Total Operating Expenses			<i>4000,000</i>			\$000,000	1		\$ .,000,700	1		÷.,220,000			ψ., <del>,</del> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Program Expenses:							1			1					
Transportation	s -		\$0	<b>\$</b> -		\$0	<b>\$</b> -		\$0	s -		\$0	s -		\$0
Nutrition Program	\$ - \$ -		40 0	\$ - \$ -		φ0 0	\$ -			s -			\$ - \$		0
	φ -		0	φ -		0	φ -		0	<del>ہ</del> -		0	φ -		0
Insert Program Expenses Lines Here	1	-					1	-		1			1		
Total Benefits			\$0			\$0	1		\$0	1		\$0			\$0
		-						-							
Total Expenses			\$1,132,000			\$1,428,500	1		\$1,723,750	1		\$2,019,000			\$2,319,250
										1					
Net Operating Income/(Loss)			\$0			\$0	1		\$0	1		\$0			\$0
	1						1			1			1		
Beginning Fund Balance		-	0			0	1	-	0	1		0			0
Ending Fund Balance			0			0	1		0	1		0		i i	0
													L		

# APPENDIX

9. Cash Flow Form

## Idaho College and Career Readiness Proposed First Year Cashflow

	Pre-start		Jul-14	Aug-14	Sep-14	Oct-14	Nov-14
Cash on Hand		\$2	250,000	\$ 440,698	\$ 523,496	\$ 401,294	\$ 484,092
State support		\$2	240,000	\$ 200,000		\$ 200,000	
K12 Balancing Invoice		\$	-	\$ -	\$ -	\$ -	\$ -
Grants	\$ 250,000						
Total Receipts	\$ 250,000	\$2	240,000	\$ 200,000	\$ -	\$ 200,000	\$ -
Total Cash	\$ 250,000	\$4	490,000	\$ 640,698	\$ 523,496	\$ 601,294	\$ 484,092
Expenses							
Salaries		\$	33,832	\$ 33,832	\$ 33,832	\$ 33,832	\$ 33,832
Benefits		\$	5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Textbooks		\$	-	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
ISP students		\$	-	\$ -	\$ -	\$ -	\$ -
Facility lease		\$	5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Insurance		\$	2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Board expenses		\$	300	\$ 300	\$ 300	\$ 300	\$ 1,000
Training		\$	-	\$ -	\$ 5,000	\$ -	\$ -
Supplies		\$	-	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Legal		\$	600	\$ 400	\$ 400	\$ 400	\$ 400
Telephone		\$	250	\$ 250	\$ 250	\$ 250	\$ 250
Travel		\$	1,700	\$ 300	\$ 300	\$ 300	\$ 300
Postage		\$	120	\$ 120	\$ 120	\$ 120	\$ 120
Technology		\$	-	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500
Total expenses	\$-	\$	49,302	\$ 117,202	\$ 122,202	\$ 117,202	\$ 117,902
EOM Cash	\$ 250,000	\$4	440,698	\$ 523,496	\$ 401,294	\$ 484,092	\$ 366,190

Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
\$ 366,190	\$ 231,208	\$ 112,006	\$ 164,804	\$ 47,602	\$ -	\$ -
		\$ 170,000			\$ 90,000	
\$ -	\$ -	\$ -	\$ -	\$ 69,600	\$ 30,202	\$ 66,182
		470.000		<u> </u>	400.000	66.400
\$ -	\$ -	\$ 170,000	\$ -	\$ 69,600	\$ 120,202	\$ 66,182
\$ 366,190	\$ 231,208	\$ 282,006	\$ 164,804	\$ 117,202	\$ 120,202	\$ 66,182
~~~~~	~~~~~	~~~~~	~~~~~	~~~~~	~~~~~	~~~~~
\$ 33,832	\$ 33,832	\$ 33,832	\$ 33,832	\$ 33,832	\$ 33,832	\$ 33,832
\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5 <i>,</i> 000	\$ 5,000	\$ 5,000
\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ -
\$ 17,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,500
\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 1,000
\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ 3,000	\$ -
\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250
\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
\$ 400	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 400
\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ -
\$ 134,982	\$ 119,202	\$ 117,202	\$ 117,202	\$ 117,202	\$ 120,202	\$ 66,182
\$ 231,208	\$ 112,006	\$ 164,804	\$ 47,602	\$ -	\$ -	\$ -

# APPENDIX

10. Facilities

**IDCCRA PETITION** 

TAB B1 Page 249

## Idaho Public Charter School Commission Charter Petition: Facility Details

School Name: IDCCRA	Details for (in order of preference):
Facility Name / Title: El Dorado Business Campus	Option Status:
	Primary Vendor Information (if applicable) [Please include vendor name, address, website, and phone number.] Kimball Properties LP, PO Box 8204 Boise ID 83707 208-323-1919 www.whmooreco.com

## Narrative

IDCCRA will be subleasing offices in the suite listed above. We are a virtual school and do not initially anticipate the need for classroom space. The project coordinator is already occupying an office in this location and additional offices are available.

## Draft Facility Budgets

## Pre-Opening Expenses (required) None

[Please insert rows as needed]

Description	Qty	Unit Cost	Total Cost	Comments
None				

## Operating Expenses: Year 1 & Year 2 (required)

[Please insert rows as needed]

Description	Year 1 Qty	Year 1 Unit Cost	Year 1 Total Cost	Year 2 Qty	Year 2 Unit Cost	Year 2 Total Cost	Comments
Lease	12	\$5,000	\$60,000	12	\$5,000	\$60,000	Includes all utilities
	<u></u>	TOTAL Year 1 Costs	\$60,000		TOTAL Year 2 Costs		

## **Operating Expenses: Year 3 (required) & Year 4** or Future Expansion (optional)

[Please insert rows as needed]

Description	Year 3 Qty	Year 3 Unit Cost	Year 3 Total Cost	4 / Exp Qty	Year 4 or Expansion Unit Cost	Year 4 or Expansion Total Cost	Comments
Lease	12	\$5,000	\$60,000	12	\$5,000	\$60,000	Includes all utilities
		TOTAL Year 3 Costs	\$60,000		TOTAL Year 4 or Expansion Costs	\$60,000	

## List of Attachments

## Attachments (required)

[Please insert rows as needed. List all documents related to this facility's location, costs, etc.]

Attachment Title	Brief Description	Notes or Considerations

#### Sublease Agreement

IDVA agrees to Lease office space and student classrooms to IDCCRA for \$5,000 a month starting on 1 July 2014 through 30 June 2017. These are properties that IDVA leases from Kimball Properties Limited. The properties are located at 1965 S Eagle Road in Meridian Idaho.

Allen I Wingthe Allen L Wenger

Business manager

Idaho Virtual Academy

PACEL	IC BACK		10400 OVERLAND RD #324			CKFLOW EVENTION ASSEMBLY ST REPORT				
WATER PURVE	WATER PURVEYOR MERIDIAN WATER DEPT MAP PAGE 74H6									
NAME OF PREM	NAME OF PREMISE MONTEREY PLACECommercial									
SERVICE ADDR	ESS_1965 S EAGLE R	D		<u></u> <u>N</u>	/IERIDIAN	ZIP_83642				
CONTACT PERS	SON_KATIE			PHONE	() 323	3-1919				
LOCATION OF	assembly <u>1-RISER R</u>	M W/FIRER	ISER							
DOWNSTREAM	PROCESS Domestic V	Vater	D	CVA 🗌 RPBA	✓ PVB	A 🗌 OTHER				
NEW INSTALL	🗌 EXISTING 🗹 R	EPLACEMEN	T 🗌 RE	MOVED 🗌	OLI	) SER.#				
APPROVED ASS	SEMBLY? YES 🗹 NO 🛙			PROPER	R INSTALI	LATION? YES 🗹 NO 🗌				
			40208T2	SERIAL NO	D. <u>0142</u>	<u>41</u>				
						·····				
INITIAL	<u>DCVA/RPBA</u> CHECK VALVE NO.1	DCVA/ CHECK VA		<u>RPBA</u>		<u>PVBA / SVBA</u> AIR INLET				
TEST	CLOSED TIGHT	CLOSED TI		OPENED AT 2.5	PSID	OPENED AT PSID				
PASSED 🔽	LEAKED 🗆	LEAKED		#1 CHECK 8.3	PSID					
FAILED	TIGHT PSID	TIGHT	PSID	AIR GAP OK?	Y	DID NOT OPEN				
	CLEAN REPLACE PART	CLEAN REPLA	CE PART	CLEAN REPLACE	PART	CHECK VALVE				
NEW			<b></b>			HELD AT PSID				
PARTS						LEAKED				
AND						CLEANED 🗌				
REPAIRS						REPAIRED				
TEST AFTER REPAIRS	CLOSED TIGHT	CLOSED TI				AIR INLET PSID				
PASSED		LEAKED	_	OPENED AT						
FAILED 🗌	PSID		PSID	#1 CHECK	PSID	CHK VALVE PSID				
WINTERIZED:	YES NO									
LEFT SERVICE	AS FOUND Isolation value:	Open 🗹 Cl	osed 📋 SOV	/#] Upen 🖌 Cl	osed [	SOV#2: Open 🔽 Closed 🗌				
REMARKS:										
		- 0	LINI	e pressure_80	)PSI	CONFINED SPACE? No				
TESTERS SIGN	ATURE: Jaw	(Rinc	CERT	с. NO. <u>ВАТ-160</u> 7	79	DATE         12/13/2012				
TESTERS NAM	E PRINTED JARED CR	OKE	TEST	ERS PHONE # <u>(</u>	208)378	-0500				
<b>REPAIRED BY:</b>	REPAIRED BY: DATE									
FINAL TEST BY			CER1	. NO		DATE				
CALIBRATION	CALIBRATION DATE 02-20-2012 GAUGE # 04041529 MODEL 845-5 SERVICE RESTORED YES 🗹 NO 🗌									

<b>Ispection Report</b> 3-888-1234 Fax 208-895-0390         3-988-1234 Fax 208-895-0390         Signature         Responsible Party:         Responsible Party:         Responsible Party:         Zip Code:         Owner's Phone:         Owner's Phone:         Entered Into Firehouse:         HOSE ITEMS INDICATED BELOW.	<ul> <li>3.4)</li> <li>and which prohibit obstruction thereof (IFC2006 - 503.3)</li> <li>/ visible and legible from the street fronting the</li> <li>contact Meridian Fire Dept. for order information (IFC2006 -</li> <li>code and protect from stainways (IFC2006 - 605.1)</li> <li>not less than the width of the equipment)(IFC2006 - 605.3)</li> </ul>	stairways (IFC2006 - 1003.6) IFC2006 - 1008.1.9, 1008.1.8.4) IFC2006 - 1008.1.8.3) C2006 - 1006.1, 1006.3, 1011.1, 1011.2, 1011.5.3, 1026.3) 901.6, 907.20.5) IFC2006 - 901.6.1, 901.6.2, 903.5, 907.20.2, 907.20.5) sing and latching devices (IFC2006 - 703.2) 703.1, 703.1.1, 703.1.2)	C2006 – 906.2) " (up to 40LB), 42" (over 40LB)(IFC2006 – 906.6, 906.9) d after use (IFC2006 – 901.6.1, 901.6.2) control valves and fire hydrants (IFC2006 – 901.6, he proper operation of the sprinkler system (IFC2006 –	5 - 901.6, 907.20.5) 06 - 510.1 901.6.1, 907.20.5) 901.6.1, 901.6.2, 903.5, 907.20.2, 907.20.5) at semi-annually and after use (IFC2006 – 904.11.6, c22006 - Table 2703.1.1(1)) ice in assembly buildings, offices, apartments and motels 6 - 2703.1.1) If over these amounts, go to Chapter 24. t room(s) (IFC2006 – 305.1) tible materials (IFC2006 – 305.1)	al containers (IFC2006 – 304.3.1) ances (IFC2006 – 904.11.6.3) ecessary (IFC2006 – 904.11.6.3) bepartment access (IFC2006 – 504.1) liing in non-sprinklered areas)(IFC2006 – 315.2.1) (IFC2006 – 2703.5.1) 006 – 315.2.4) rs (IFC2006 – 304.1.2) ding openings, combustible walls and eaves (IFC2006 –	or gas meter are subject to impact by a motor vehicle (IFC2006 – 404) (IFC2006 - 105)	Included to the section of violation of such the section Report – Edited 9/01/08
Meridian Fire Department Fire Inspection Report         33 E. Broadway - Meridian, ID 83642 - Phone 208-895-0390         Date: Colspander Colspander         A Fax 208-895-0390         Date: Colspander         Coupancy Name: Date: Colspander         Coupancy Name: Date: Colspander         Coupancy Name: Date: Colspander         Coupancy Name: Date: Colspander         Occupancy Name: Date: Colspander         Occupancy Class: I PLOSE A date         Occupancy Load: I Lessonsible Party: Colog:	<ol> <li>EMERGENCY ACCESS         <ul> <li>a. Maintain fire apparatus roadways free of obstruction (IFC2006 - 503.4)</li> <li>b. Provide and maintain signs to identify fire apparatus access roads and which prohibit obstruction thereof (IFC2006 - 503.3)</li> <li>c. Provide and maintain building numbers of address which are plainly visible and legible from the street fronting the property (IFC2006 - 505, 505.1)</li> <li>d. Provide an approved key box to contain emergency access keys (contact Meridian Fire Dept. for order information (IFC2006 - 503.3)</li> <li>a. Maintain wiring in good condition in conformance with the Electrical Code and protect from stainways (IFC2006 - 505.5)</li> </ul> </li> <li>b. Discontinue misuse of extension cords (IFC2006 - 605.5)</li> <li>a. Maintain wiring in good condition in conformance with the Electrical Code and protect from stainways (IFC2006 - 605.5)</li> <li>b. Discontinue misuse of extension cords (IFC2006 - 605.5)</li> </ol>	<ul> <li>a. Remove storage and obstructions from exits, aisles, corridors and stairways (IFC2006 - 1003.6)</li> <li>b. Remove all other locks or latches from doors with panic hardware (IFC2006 - 1008.1.9, 1008.1.8.4)</li> <li>c. Uhlock all exit doors when the building or area served is occupied (IFC2006 - 1008.1.8.3)</li> <li>d. Provide and maintain (illuminated) exits and emergency lighting (IFC2006 - 1006.1, 1006.3, 1011.1, 1011.2, 10</li> <li>a. Maintain fire alarm system in operable condition (IFC2006 - 901.4, 901.6, 907.20.5)</li> <li>b. Inspect and test fire alarm system and maintain adequate records (IFC2006 - 901.6.1, 901.6.2, 903.5, 907.20.2</li> <li>5) FIRE SEPARATIONS</li> <li>a. Remove obstructions and alterations to fire doors and maintain closing and latching devices (IFC2006 - 703.2)</li> <li>b. Maintain or repair all fire walls and draft stops (IFC2006 - 311.2.3, 703.1, 703.1.1, 703.1.2)</li> <li>c. Keep attic access and scuttle openings closed (IFC2006 - 507.1)</li> </ul>			<ul> <li>10) HOUSEKEEPING</li> <li>a. Remove or store rubbish, waste material and oil rags in closed metal containers (IFC2006 - 304.3.1)</li> <li>b. Clean grease filters and hood and duct systems over cooking appliances (IFC2006 - 304.3.1)</li> <li>c. Provide noncombustible or other approved waste receptacles, as necessary (IFC2006 - 304.3.2)</li> <li>11) STORAGE</li> <li>a. Arrange storage in orderly manner and provide for exiting and Fire Department access (IFC2006 - 504.1)</li> <li>b. Remove storage to 18 inches below level of sprinklers (24" from celling in non-sprinklered areas)(IFC2006 - 315.2.1)</li> <li>c. Secure and identify compressed gas cylinders with name of product (IFC2006 - 315.2.1)</li> <li>c. Secure and identify compressed gas cylinders with name of product (IFC2006 - 315.2.1)</li> <li>a. Remove combustible material from unprotected attic spaces (IFC2006 - 315.2.4)</li> <li>a. Remove waste, trash and growth, or store in closed metal containers (IFC2006 - 304.1.2)</li> <li>a. Remove waste, trash and growth, or store in closed metal containers (IFC2006 - 315.2.4)</li> <li>b. Provide a minimum of 5 feet clearance between dumpsters and building openings, combustible walls and eaves (IFC2006</li> </ul>	<ul> <li>304.3.3)</li> <li>C. Provide guard posts or other approved means where a fire hydrant or gas meter are subject to impact by a motor vehicle (IFC2006 – 312, 508.5.4, 508.5.4, 508.5.6)</li> <li>13) FIRE SAFETY AND EVACUATION PLANS <ul> <li>a. Prepare and maintain an approved fire safety and evacuation plan (IFC2006 – 404)</li> <li>14) PERMITS</li> <li>a. Obtain a permit from Meridian Fire Department, or discontinue</li> <li>(IFC2006 – 105)</li> </ul> </li> </ul>	VERLOOKED HAZARDO VERLOOKED HAZARDO TION OR VIOLATION COPY: FILE



## **CITY OF MERIDIAN** Certificate of Occupancy

#### Permit # C-TI-2013-0061

Owner: KIMBALL PROPERTIES 1940 N BONĪTÒ WAY #160 MERIDIAN, ID 83642

Contractor: SAUCERMAN CONSTRUCTION 1310 NORTH MAIN STREET MERIDIAN, ID 83642 Phone: 208-846-7808 Fax:

Project Description: IDAHO VIRTUAL ACADEMY Purpose: Commercial Description of Use: Office Space

Occupancy Classification: B Construction Type: IIIB Parcel Number: R1022770020

Address: 1965 S EAGLE RD, STE 150 Subdivision: BONITO SUB NO 02 Lot(s): 8 Block: 4

Structure Area: 2756

Occupant Load: 28 Automatic Fire Sprinklers Provided: Yes Automatic Fire Sprinklers Required: Yes

Code (2009 - IBC/IRC/IFC/IECC) (2009 - IMC,IFGC) (2003 - UPC) and (2008 - NEC)

Special conditions or stipulations of the Certificate of Occupancy:

#### **OCCUPANCY REQUIREMENTS**

Certificates of occupancy shall be posted in a conspicuous place.

Any deviation from the approved occupancy for which this certificate has been issued is deemed unlawful.

The issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of the Meridian City Building and Fire Codes or of other ordinances of this jurisdiction.

#### **APPLICABLE APPROVAL**

As the Building Official for the City of Meridian, I hereby certify that all required final inspections have been completed.

Daunt Whitman, Building Official

#### **IDCCRA PETITION**

TAB B1 Page 256

12/13

## Idaho Public Charter School Commission Charter Petition: Facility Details

School Name: IDCCRA	Details for (in order of preference):
Facility Name / Title: Grenada Square Building	Option Status: Possible
Location Address: 2264 S. Bonito Way, Meridian ID 83642	Primary Vendor Information (if applicable) [Please include vendor name, address, website, and phone number.] Kimball Properties LP, PO Box 8204 Boise ID 83707 208-323-1919 www.whmooreco.com

## Narrative

IDCCRA is a virtual school and does not initially anticipate the need for classroom space. If classroom space becomes necessary, the building has up to 12,000 feet available for expansion. Initial estimate is for 3000 sq. ft. of office space.

## Draft Facility Budgets

#### Pre-Opening Expenses (required) None

[Please insert rows as needed]

Description	Qty	Unit Cost	Total Cost	Comments
None				
	·			

#### **Operating Expenses: Year 1 & Year 2** (required)

[Please insert rows as needed]

Description	Year 1 Qty	Year 1 Unit Cost	Year 1 Total Cost	Year 2 Qty	Year 2 Unit Cost	Year 2 Total Cost	Comments
Lease	12	\$5,500	\$66,000	12	\$5,500	\$66,000	Includes all utilities
	-	TOTAL Year 1 Costs	\$66,000		TOTAL Year 2 Costs		

#### **Operating Expenses: Year 3 (required) & Year 4** or Future Expansion (optional)

[Please insert rows as needed]

Description	Year 3 Qty	Year 3 Unit Cost	Year 3 Total Cost	4 / Exp Qty	Year 4 or Expansion Unit Cost	Year 4 or Expansion Total Cost	Comments
Lease	12	\$5,500	\$66,000	12	\$5,500	\$66,000	Includes all utilities
		TOTAL Year 3 Costs	\$66,000		TOTAL Year 4 or Expansion Costs	\$66,000	

## List of Attachments

#### Attachments (required)

[Please insert rows as needed. List all documents related to this facility's location, costs, etc.]

Attachment Title	Brief Description	Notes or Considerations

## Idaho Public Charter School Commission Charter Petition: Facility Details

School Name: IDCCRA	Details for (in order of preference):
Facility Name / Title: Jewel Building	Option Status: Possible
Location Address: 7447 West Emerald Street, Boise, Idaho 83707	Primary Vendor Information (if applicable) [Please include vendor name, address, website, and phone number.] Kimball Properties LP, PO Box 8204 Boise ID 83707 208-323-1919 www.whmoore.com

## Narrative

IDCCRA is a virtual school and does not initially anticipate the need for classroom space. If classroom space becomes necessary, the building has up to 8,000 feet available for expansion. Initial estimate is for 3000 sq. ft. of office space.

## Draft Facility Budgets

#### Pre-Opening Expenses (required) None

[Please insert rows as needed]

Description	Qty	Unit Cost	Total Cost	Comments
None				

#### Operating Expenses: Year 1 & Year 2 (required)

[Please insert rows as needed]

Description	Year 1 Qty	Year 1 Unit Cost	Year 1 Total Cost	Year 2 Qty	Year 2 Unit Cost	Year 2 Total Cost	Comments
Lease	12	\$4,250	\$51,000	12	\$4,250	\$51,000	Includes all utilities
		TOTAL Year 1 Costs	\$51,000		TOTAL Year 2 Costs	\$51,000	

#### **Operating Expenses: Year 3 (required) & Year 4** or Future Expansion (optional)

[Please insert rows as needed]

Description	Year 3 Qty	Year 3 Unit Cost	Year 3 Total Cost	4 / Exp Qty	Year 4 or Expansion Unit Cost	Year 4 or Expansion Total Cost	Comments
Lease	12	\$4,250	\$51,000	12	\$4250	\$51,000	Includes all utilities
		TOTAL Year 3 Costs	\$51,000		TOTAL Year 4 or Expansion Costs	\$51,000	

## List of Attachments

#### Attachments (required)

[Please insert rows as needed. List all documents related to this facility's location, costs, etc.]

Attachment Title	Brief Description	Notes or Considerations

# APPENDIX

11. Pre-Opening Timeline

## Idaho Public Charter School Commission Charter Petition: Pre-Opening Timeline

#### Instructions

- A. Please provide details about all pre-opening tasks by completing the following tables. Insert rows as needed.
- B. Tasks should be organized by "Start By" date or "Complete By" date.
- C. "Category" should be identified as one of the following:
  - Board Governance
  - Enrollment / Lottery
  - Facilities
  - Fiscal Management
  - Fundraising
  - Human Resources
  - Marketing and PR
  - Other

### ► Phase 1: Immediately after Receiving Charter

Category	Task	Responsible Parties	Contacts or Resources	Start By (date)	Complete By (date)
Other	Charter Approval will come within 6-9 Months.				

► Phase 2: 6 to 9 Months before Opening									
Category	Task	Responsible Parties	Contacts or Resources	Start By (date)	Complete By (date)				
Enrollment	Establish online enrollment portal	Administrator	K12	January 2014	March 2014				
	Establish online enrollment packet	Administrator	K12	January 2014	March 2014				
Facilities	Create contact info: phone, fax, and email, etc., for school	Administrator	K12	January 2014	March 2014				

Other Establish course defaults and terms (semesters)	Administrator K12	January 2014 March 2014
-------------------------------------------------------	-------------------	-------------------------

	3: 3 to 6 Months before Opening	Responsible	Contacts or	Start By	Complete
Category	Task	Parties	Resources	(date)	By (date)
	Create and deploy marketing strategies: radio ads, print ads, eblasts, etc.	Administrator	IDCCRA/K12	March 2014	Ongoing
Marketing	Conduct face to face parent information sessions	Administrator	IDCCRA/K12	March 2014	Ongoing
Marketing	Conduct online parent information sessions	Administrator	IDCCRA/K12	March 2014	Ongoing
	Establish school website/logo	Administrator	IDCCRA/K12	March 2014	April 2014
	Process incoming applications	Administrator	K12	March 2014	Ongoing
	Collection of required documents for student enrollment	Administrator	K12	March 2014	Ongoing
Enrollment	Begin approving enrollments	Administrator	K12	March 2014	Ongoing
	Families of approved enrollees registered for Success over Summer program to promote engagement and begin parent training	Administrator	K12	March 2014	August 2014
Human	Advertise for administrative staff positions (HOS, Teachers, Etc.)	Administrator	IDCCRA/K12	March 2014	March 2014
Resources	Begin interview process/background checks	Administrator	IDCCRA/K12	March 2014	April 2014
	Locate Office Space	Bus Mgr	IDCCRA/K12	March 2014	April 2014
Facilities	Negotiate Lease	Bus Mgr	IDCCRA/K12	March 2014	April 2014
	Setup office (phones, equipment, insurance, furniture)	Ops Mgr/Bus Mgr	IDCCRA/K12	March 2014	May 2014
Governance	Ensure that all board members receive required training	Board Chair	IDCCRA	March 2014	May 2014
	Initial teacher hires based on enrollment numbers	HOS	IDCCRA/K12	May 2014	June 2014
Human Resources	Initial SPED teacher hires based on enrollment	HOS	IDCCRA/K12	May 2014	June 2014
Kesources	Intensive training for teachers and SPED on virtual model, state reporting, and providing services to students	HOS	IDCCRA/K12	May 2014	June 2014

	Begin training administrative staff	HOS	IDCCRA/K12	May 2014	June 2014
	Begin to locate possible related services providers	SPED Coordinator	Admin Staff	May 2014	June 2014
	Begin to develop IEP process	SPED Coordinator	Admin Staff	May 2014	June 2014
Other	Finalize Student/Parent Handbook	HOS	IDCCRA/Admin Staff	May 2014	June 2014
	Finalize School Policies	HOS	IDCCRA/Admin Staff	May 2014	June 2014
	Establish school calendar	Ops Mgr	IDCCRA/Admin Staff	May 2014	June 2014
Fiscal Mgt/Other	Appropriate administrative staff undergoes state training and reporting to include SPED	HOS	Admin Staff	May 2014	June 2014
Marketing	Admin staff travel to K12 to meet enrollment team and provide cross training	HOS	Admin Staff/K12	May 2014	June 2014

## Phase 4: 0 to 3 Months before Opening

Category	Task	Responsible Parties	Contacts or Resources	Start By (date)	Complete By (date)
	Continue Marketing Events	HOS	Admin Staff/K12	June 2014	Ongoing
Marketing	Begin sending out short informational videos to enrolled families and families in the enrollment process about educational success in an online environment	HOS	Admin Staff/K12	June 2014	Ongoing
Governance	Work with IDCCRA Board to set goals and prioritize needs	HOS	HOS/IDCCRA	June 2014	June 2014
	Approval of newly established policies, handbook, calendar, etc.	HOS	IDCCRA	June 2014	June 2014
	Develop communications plan for teachers to reach out to parents as they complete the enrollment process	HOS	К12	June 2014	June 2014
Other	Materials begin to ship to students	Ops Manager	K12	June 2014	Ongoing
	Computers begin to ship to students	Ops Manager	K12	June 2014	Ongoing
HR	Teachers will begin National Teacher Training process (40-60 hours of training)	HOS	K12	July 2014	Ongoing

	Conduct parent orientation sessions to train parents in using the online management system to monitor student success	HOS	Admin Staff/K12	July 2014	Ongoing
Other	Develop orientation schedule for students for first two weeks of school	HOS	Admin Staff/K12	July 2014	July 2014
Other	Provide educational directory updates	Ops Manager	Admin Staff	July 2014	July 2014
	Provide building demographics to update related state databases	Ops Manager	Admin Staff	July 2014	July 2014
Ficarl Mat	School Dist Budgets due 21 days after Board approval	Bus Manager	IDCCRA	July 2014	July 2014
Fiscal Mgt	ADA by county used to distribute federal forest funds	Ops Manager	Admin Staff	July 2014	July 2014
Other	Students gain access to online student accounts	Ops Manager	Admin Staff/K12	August 2014	August 2014
HR	Teachers attend face to face professional development	HOS	Admin Staff/K12	August 2014	August 2014
Marketing	Back to School events	HOS	Admin Staff/K12	August 2014	August 2014
Other	School Starts August 25 <sup>th</sup>	Admin Staff	IDCCRA/K12	August 2014	August 2014

# APPENDIX

12. New Teacher Training

#### K12 Virtual New Teacher Training

		iNACOL		
Curriculum	Credit	Standard	Course Title	Туре
Stand Alone			Orientation to Training	Classroom Course
Introduction to Virtual Instruction	1	2 A, F, J	K12 and You	Online
Introduction to K12 Online Tools I	Н	2 F, J, K	Tour of K12912 Tools	Online
Relationships and Communication	า	2 A, C, D, J, I, K	Communication in Online Learning	Online
Stand Alone		2 B	K12912 Curriculum Overview	Online
Introduction to K12 Online Tools I	Н	2 B, C, G, H, I, K	Classroom Management	Online
Relationships and Communication	ı	2 B, C, D, G, H, K	Evaluation and Feedback	Online
Introduction to K12 Online Tools I	Н	2 B, C, D, I, K	Pacing and Scheduling	Online
Relationships and Communication	า	2 C, D, G, H, I	Student Engagement and Performance	Online
Introduction to K12 Online Tools I	Н	2 A,B, C, D, G, H, J	, Bringing It All Together	Online
Relationships and Communication	า	2 B, C	The Effective Home Work Environment	Online
Introduction to K12 Online Tools I	н	0.5 C	Scheduling ClassConnect in the OLS	Online
Introduction to Virtual Instruction	1	1 E	FERPA Basics in a Virtual World	Online
Class Connect Basics Curriculum		1 C	Class Connect: Sharing Content	Classroom Course
Class Connect Basics Curriculum		1 C	Class Connect: Using the Whiteboard	Classroom Course
Class Connect Basics Curriculum		1 C	Class Connect: Web Tour, Web Push and Polling	Classroom Course
Introduction to Virtual Instruction	1	1	Quality Online Teaching 1: Applying iNACOL Stan	c Online
Stand Alone		1	Quality Online Teaching 2: Reporting Personal Pr	Classroom Course
Class Connect Basics Curriculum		1 C	Class Connect: interface Tour	Classroom Course
Stand Alone	None	F	Special Education Teacher Resources	Bundle

# APPENDIX

13. Outreach Activities

		Event Start	Event Start						
Event Campaign	Event Title	Date	Time	Location	Address	City	County	State	Zip
Online Events	Information Session	07/16/2013	01:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	Information Session	07/16/2013	07:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	Information Session	07/17/2013	01:00PM	Activity Center			Bonneville	ID	83402
In-Person Events	Information Session	07/17/2013	06:00PM	Activity Center			Bonneville	ID	83402
Online Events	Information Session	07/17/2013	06:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	High School Information Session	07/17/2013	07:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	High School Information Session	07/18/2013	08:00PM	Treasure Valley Learning Center	1966 S Eag	Meridian	Ada	ID	83642
In-Person Events	Information Session	07/19/2013	11:00AM	Hop to It!	2042 4th A	Twin Falls	Twin Falls	ID	83301
Online Events	Information Session	07/24/2013	11:00AM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	Information Session	07/24/2013	07:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	Information Session	07/24/2013	01:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	High School Information Session	07/24/2013	03:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	Information Session	07/25/2013	01:00PM	Activity Center	1575 N Sky	Idaho Falls	Bonneville	ID	83402
In-Person Events	Information Session	07/25/2013	06:00PM	Activity Center	1575 N Sky	Idaho Falls	Bonneville	ID	83402
In-Person Events	High School Information Session	07/25/2013	02:00PM	Activity Center	1575 N Sky	Idaho Falls	Bonneville	ID	83402
In-Person Events	High School Information Session	07/25/2013	07:00PM	Activity Center	1575 N Sky	Idaho Falls	Bonneville	ID	83402
Online Events	Information Session	07/26/2013	11:00AM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	Information Session	07/30/2013	07:00PM	Treasure Valley Learning Center	1965 S Eag	Meridian	Canyon	ID	83642
In-Person Events	High School Information Session	07/30/2013	08:00PM	Treasure Valley Learning Center	1966 S Eag	Meridian	Canyon	ID	83642
In-Person Events	Pizza at the Park Information Session	07/30/2013	6:00 PM	Cascade Park picnic bench near playgroun	Stadium B	Twin Falls	<b>Twin Falls</b>	ID	83301
In-Person Events	Information Session	07/31/2013	07:00PM	Higgins' Residence Backyard garden	1433 Colto	Pocatello	Bannock	ID	83201
Online Events	Information Session	07/31/2013	06:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	High School Information Session	07/31/2013	07:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	Information Session	08/01/2013	01:00PM	Ross Park Aquatic Complex	2901 S Sec	Pocatello	Bannock	ID	83201
In-Person Events	Information Session	08/03/2013	01:00PM	Treasure Valley Learning Center	1965 S Eag	Meridian	Canyon	ID	83642
In-Person Events	High School Information Session	08/03/2013	02:00PM	Treasure Valley Learning Center	1965 S Eag	Meridian	Canyon	ID	83642
Online Events	Information Session	08/07/2013	11:00AM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	High School Information Session	08/07/2013	12:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	Information Session	08/08/2013	01:00PM	Activity Center	1575 N Sky	Idaho Falls	Idaho Falls	ID	83402
In-Person Events	High School Information Session	08/08/2013	02:00PM	Activity Center	1575 N Sky	Idaho Falls	Idaho Falls	ID	83402
In-Person Events	Information Session	08/08/2013	06:00PM	Activity Center	1575 N Sky	Idaho Falls	Idaho Falls	ID	83402
In-Person Events	High School Information Session	08/08/2013	07:00PM	Activity Center	1575 N Sky	Idaho Falls	Idaho Falls	ID	83402
In-Person Events	Lunch and Learn	08/09/2013	01:00PM	Cascade Park picnic bench near playgroun	Stadium B	Twin Falls	<b>Twin Falls</b>	ID	83301
In-Person Events	<b>Rexburg Rapids Information Sessio</b>	08/12/2013	05:30PM	Rexburg Rapids	50 W 2nd	Rexburg	Madison	ID	83440
Online Events	Information Session	08/12/2013	11:00AM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	Information Session	08/14/2013	01:00PM	Hampton Inn	1500 W Ri	Coeur d'Al	Kootenai	ID	83814
In-Person Events	High School Information Session	08/14/2013	02:00PM	Hampton Inn		Coeur d'Al		ID	83814
In-Person Events	Information Session	08/14/2013	07:00PM	Hampton Inn	1500 W Ri	Coeur d'Al	Kootenai	ID	83814
In-Person Events	High School Information Session	08/14/2013	08:00PM	Hampton Inn	1500 W Ri	Coeur d'Al	Kootenai	ID	83814
Online Events	Information Session	08/14/2013	01:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	High School Information Session	08/14/2013	02:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	Information Session	08/15/2013	10:00AM	Travers Park	2100 Pine	Sandpoint	Bonner	ID	83864

In-Person Events	High School Meet and Greet	08/15/2013	04:00PM	Cold Stone	2396 N Old	Coeur d'Al	Kootenai	ID	83814
Online Events	Information Session	08/19/2013	11:00AM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	Information Session	08/21/2013	02:00PM	Barnes and Noble Café	1239 Pole	Twin Falls	Twin Falls	ID	83301
Online Events	Information Session	08/21/2013	10:00AM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	Information Session	08/21/2013	11:00AM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	Information Session	08/21/2013	11:00AM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	High School Information Session	08/21/2013	12:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	Information Session	08/22/2013	01:00PM	Activity Center	1575 N Sky	Idaho Falls	Bonneville	ID	83402
In-Person Events	High School Information Session	08/22/2013	02:00PM	Activity Center	1575 N Sky	Idaho Falls	Bonneville	ID	83402
In-Person Events	Information Session	08/22/2013	06:00PM	Activity Center	1575 N Sky	Idaho Falls	Bonneville	ID	83402
In-Person Events	High School Information Session	08/22/2013	07:00PM	Activity Center	1575 N Sky	Idaho Falls	Bonneville	ID	83402
In-Person Events	Information Session	08/28/2013	06:00PM	Treasure Valley Learning Center	1965 S Eag	Meridian	Ada	ID	83642
In-Person Events	High School Information Session	08/28/2013	07:00PM	Treasure Valley Learning Center	1965 S Eag	Meridian	Ada	ID	83642
Online Events	Information Session	08/28/2013	06:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
Online Events	High School Information Session	08/28/2013	07:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	Information Session	08/29/2013	07:00PM	Hampton Inn	1500 W Ri	Coeur d'Al	Kootenai	ID	83814
In-Person Events	High School Information Session	08/29/2013	08:00PM	Hampton Inn	1500 W Ri	Coeur d'Al	Kootenai	ID	83814
In-Person Events	Information Session	09/04/2013	06:30PM	Activity Center	1575 N Sky	Idaho Falls	Bonneville	ID	83402
In-Person Events	High School Information Session	09/18/2013	06:30PM	Activity Center	1575 N Sky	Idaho Falls	Bonneville	ID	83402
Online Events	High School Information Session	09/19/2013	01:00PM	Blackboard Collaborate	Online	Online	Online	ID	Online
In-Person Events	Information Session	09/20/2013	07:00PM	Treasure Valley Learning Center	1965 S Eag	Meridian	Ada	ID	83642
In-Person Events	High School Information Session	09/20/2013	08:00PM	Treasure Valley Learning Center	1965 S Eag	Meridian	Ada	ID	83642

# APPENDIX

## 14. Interested Families

The Interested Families List was provided in a separate document.

# APPENDIX

15. Draft Student/Parent Handbook

## Idaho College and Career Readiness

## Academy

## **Student Parent Handbook**

## 2014-2015 School Year

Draft Document April, 2013

Policies and procedures listed in this handbook are subject to change. Any alterations to this document will be communicated to affected parties by mail and email.

**IDCCRA PETITION** 

## **Table of Contents**

Vision / Mission Statement	3
Who to Contact	4
Tips for Success	5
Attendance and Accountability	6
Role of Learning Coach	6
Successful Characteristics	7
Daily To Do List	8
Graduation Requirements	9
Grading / Late Policies	10
Dual Enrollment	11
Concurrent Credits	12
AP Courses	13
Dual Credit	14
How to Set up School Account	15
How to Set up Student Account	16
How to Log Attendance	17
How to Check User Activity	18
How to Check Course Grades	19
How to Use the Dropbox	20
How to use Kmail	21
Attendance and Truancy	22
Suspensions and Expulsions	25
Credit Recovery	30
Internet Subsidy	30
Discipline	31
Anti-Discrimination	31
Harassment Reporting	32
Code of Conduct	32
Cyberbullying	33
Academic Integrity	35
Dress Code	36
Progress toward Graduation Checklist	37
Course Organizer	38

## Idaho College and Career Readiness Academy

## **Vision Statement**

To inspire every student to succeed in their academic and occupational pursuits.

## **Mission Statement**

To provide students the opportunity to obtain academic and career skills needed to be successful in post-secondary and career endeavors.

#### Who Do You Contact?

Contact Counselors, Advisors or Principal through Kmail. Open a new kmail, click in the To line, choose Administrator and search by name. Contact Teachers through kmail as well, but make the search in "Teachers".

#### **Classroom Teacher**

Class Content Questions Questions on Graded Work Working Ahead Catching Up ClassConnect Questions How to Submit Assignments Late Policies Study Island questions

#### **Registrar**

Transcript and Records Requests Progress Reports and Report Cards Summer School Registration

#### Academic Advisor

Change of Address or Email Attendance Recording Login Issues Computer Shipments Driver's Ed Verification Forms Credits and Graduation progress Changing, Adding, and dropping classes ISAT schedules

#### **Principal**

Not sure - send it to the Principal

#### **Special Education Teacher**

Accommodations Modifications IEP Questions Special Ed Late Policies Retaking Quizzes ISAT Accommodations ISAT Scheduling Study Skills Credits

#### **Counselors**

Personal/Family Issues that interfere with school success College and Career Information AP/Concurrent Credit Questions Sign up for ACT, SAT, PSAT, etc. Credits and Graduation Progress Changing, Adding and Dropping Classes 504 Creation and Implementation ConnectEdu and Scholarship Questions Change of address or email Attendance Recording Login issues Computer Shipments

## HS Tech Support: 1-866-512-2273

4

## **Tips for Success**

Read below for tips for success as you plan your year!

- <u>Go to class.</u> Classes are going to be places where you not only learn from your teacher but from each other. You are an important part of the learning community. You can do your part by being prepared for class with your assignment and materials, and by coming to class on time, every time.
- Do your assignments. Teachers are going to give you assignments. The assignments will be from the LMS as well as directly from your teacher. The teachers will be specific with their expectations, how they are going to grade, and what you need to do. You will find this information in the course syllabus and the announcements of each of your courses. Be sure to turn those assignments in on time!
- <u>Be active in class.</u> ClassConnect sessions generally run about one hour each and they will be interactive. You will definitely benefit from being an active part of each class.
- <u>Communicate</u>. Communicate with teachers if you are struggling or have questions about a lesson, assignment, or expectation. They are here to help you.
- Do your job. A really important part of being in high school is getting ready for college and beyond. *Your* job is becoming an independent learner. Make sure you know when your assignments are due, when classes are held, and what time you need your alarm to go off in the morning. Paying attention to all of these things will make you increasingly independent!
- We are really excited about what we are going to accomplish together this year. Working together for your success is our highest priority.

#### Attendance and Accountability

- Students must attend face-to-face finals at the end of each semester. These pencil-and paper comprehensive exams are held on two specific days (in December and May) at multiple testing locations across the state.
- Students receive progress reports half way through each semester and report cards at the end of each semester. Students and parents can also always check their current grades online any hour of any day.
- Sophomores must show proficiency on the 10th grade spring ISAT to meet the state's graduation requirement. If students are not able to pass this test, remediation classes are available.
- Students must maintain sufficient progress-- this is a combination of attendance and turning in assignments/assessments.
- Attendance is entered by the Learning Coach every day via the OLS Mentor Account. Missing attendance will result in notification from the homeroom teacher and could lead to truancy.
- IDCCRA will track student time spent online. Attendance discrepancies (between what is logged by the parent on the OLS and what is timed by the LMS system) are addressed and have resulted in truancy.
- High school students are required to have 990-instructional hours during the 180-day school year. This means approximately 6.5 hours per school day as a minimum.

## The Role of the High School Learning Coach

- Enter attendance (every day)
- Monitor student progress in LMS daily
- Ensure constant student connectivity to internet
- Ensures that student has all materials for success (ie: lab materials)
- Help establish work and learning environment (routine, classroom set-up, etc.) for student
- Communicate often with administration and teachers
- Check e-mail and kmail every day for updates
- Read the weekly high school newsletter (sent via kmail every Friday)
- Make sure student attends state testing and final exams
- Monitor internet and email use for appropriateness

## **Successful High School Student Characteristics**

- Manage time independently
- Learn independently and visually
- Follow through on assignments
- Ask for help quickly and articulately
- Attend live elluminate sessions each week, or watch the recordings in a timely manner
- Read and follow a syllabus and schedule time accordingly
- Stay focused on school work
- Work with an involved learning coach
- Check announcements and email daily

## Daily "To Do Li st " for ALL Students

#### Check your kmail/email multiple times a day for updates in your classes.

• Teachers send important information about grades and assignments.

#### You MUST check into EVERY class EVERYDAY!

- Even if you think you are caught up
- Even if you think you don't have anything to do
- Even if you think you don't want too 😳

#### Check for new announcements

• Important information about changes in the course will be posted here

## Check the "Weekly Work Schedule" announcement to see what lesson you need to be working on.

- Each teacher configures their schedule slightly different, so make sure you understand how the schedule works in each of your classes.
- Email your teacher ASAP if you are confused.

#### Check the gradebook and dropbox to ensure that you are not missing any assignments

• Sometimes your teacher can not access your assignments and they will send you a note through the dropbox, so check this often.

#### If you run into any problems, contact the correct person right away, DON'T WAIT!

- <u>Login or Computer Tech Issue</u>s: 1-866-512-2273 (If possible, kmail All teachers and let them know about your situation. Make sure to keep them posted on the situation).
- <u>Issue with your class schedule:</u> Contact your counselor or Advisor
- <u>Questions about course content or the "weekly work schedule</u>:" Contact the teacher listed for the course. You can find their information under "teacher contact information" on the left hand side of the course.
- <u>Transcript Request or Questions</u>: contact the registrar

## Graduation Minimum Requirements (IDAPA 08.02.03 105, 106, 107)

	Content Area	EFFECTIVE FOR ALL STUDENTS THAT ENTER THE NINTH GRADE IN THE FALL OF 2009 OR LATER (CLASS OF 2013 AND BEYOND)
	Core of Instruction	29 credits (minimum)
	Electives	17 credits (minimum)
	Total Credits	46 credits (minimum)
	Language Arts (English – 8 credits and Speech – 1 credit)	<b>9 credits</b> (Speech credit can be obtained through other courses that meet the state speech requirement as approved by the local district)
	Mathematics	<b>6 credits</b> Including courses that meet Algebra I and Geometry standards. 2 credits must be taken in last year of high school.
	Science	6 credits (4 lab)
	Social Studies (US History, Economics and American Government)	5 credits
	Humanities (Interdisciplinary Humanities, Fine Arts or Foreign Lan- guage)	2 credits
	Health	1 credit
	Postsecondary Readiness Plan	4-Year Learning Plan at end of 8 <sup>th</sup> grade
	Advanced Opportunities	Districts must offer at least one Advanced Opportunity such as: Dual Enrollment Advanced Placement Tech Prep
	Senior Project	Required to include an: oral presentation and written report by end of grade 12
	College Entrance Exam	Take either the ACT, SAT or Compass exam by the end of grade 11
	ISAT	Pass the ISAT with a score of Proficient or Advanced in Reading, Math, Language Us- age and Science
	Middle School	Must take pre-algebra before entering 9 <sup>th</sup> grade

#### **Grading Policies**

The quickest way to see your grades is by looking in your Dashboard or in the online gradebook for each course. Grades are determined by a number of factors, including computer-scored online tests and quizzes—the results of which are automatically entered into your gradebook—and teacher-scored assignments like papers or reports you submit through the electronic Dropbox. Participation in threaded discussions also has an affect on your grade, as does timely submission of your work. Late assignments mean lost points, so it's important to keep on top of your schedule!

Grading Scale 90-100% = A 80-89% = B 70-79% = C 60-69% = D Below 60% = F

#### How do High School credits work?

- Students earn credit in a class if they pass the semester with 60% or higher.
- Students earn one credit per class per semester
- Semester grades are not averaged together; they are different units and appear separately on the transcript
- If a student does not pass a required course, he/she will have to retake that course again until he/she passes. Credit Recovery classes may also be an option to earn a credit after initially failing a required course. Read more about this in the Credit Recovery section.
- Transfer credits will only be accepted from accredited schools.

#### **Grade Classification**

IDCCRA high school students are classified based on the number of credits they have earned, not their age. Therefore, it is possible for a student to be a freshman for two years in a row, or change classifications from a freshman to a sophomore at the end of first semester.

Freshman	0-11 Credits earned
Sophomore	12-23 Credits earned
Junior	24-34 Credits earned
Senior	35+ Credits earned

#### **Late Policies**

Students can turn in any assignment up to one week after the due date for full credit. After it is late, they will get a zero in the gradebook. Any zero can be replaced until a specified date in the term replace those zeroes for up to half credit.

Advanced Placement and Concurrent credit courses will have more strict late policies as they are coordinating with the cooperating university. See the instructor syllabus for those policies.

10

## **Dual Enrollment**

#### Q: What is Dual Enrollment?

A: A dual enrolled student is one who resides in Idaho and attends IDCCRA while concurrently attending either: a) another publicly funded school in Idaho (including public charter school), b) a private school in Idaho, or c) a home school in Idaho.

#### Q: What is the process and how do I apply for Dual Enrollment?

A: Complete the Dual Enrollment (DE) application attached to this kmail. On the first page, state the courses you would like to take with IDCCRA and the cooperating school. The second page of the application needs to be reviewed and signed by the cooperating school's official. Applications that are filled out incorrectly or found to be incom- plete will not be approved. Once the Dual Enrollment application is complete, submit the application to the Merid- ian office, by either:

#### **Q:** Who is eligible for Dual Enrollment?

A: Grades 1-12. An IDCCRA student must be enrolled in at least 3 courses with IDCCRA to be eligible for Dual Enroll- ment.

#### Q: What is the definition of a "Full Time" Dual Enrolled student?

A: "Full Time" Dual Enrollment is defined as a student attending IDCCRA more than 4 (four) hours per school day. *This situation is not common, but is used if the cooperating school does not collect funding, or, if a student is taking 1 or 2 courses in a traditional home school setting.* "Full Time" Dual Enrolled students will have the opportunity to accept or decline the use of a school computer and printer and will follow the same internet service provider (ISP) subsidy guidelines as fully enrolled IDCCRA students.

#### Q: What is the definition of a "Part Time" Dual Enrolled student?

A: "Part Time" Dual Enrollment is defined as a student attending IDCCRA more than 2 ½ (two and a half) hours but less than or equal to 4 (four) hours per school day. *The most common "Part Time" Dual Enrollment situation reflects 3 courses with IDCCRA and 3 courses with the cooperating school.* "Part Time" Dual Enrolled students will not be provided with a computer, printer, or internet service subsidy.

#### Q: If my child is Dual Enrolled student, where should I take him/her for the State tests?

A: The parent is responsible for taking his or her child to testing where the child is receiving instruction. For example, if your child is enrolled at IDCCRA for math, your child will take his/her state math test at IDCCRA. If your child is enrolled in the cooperating school for reading, your child will take all state reading tests at that school.

#### Q: How does IDCCRA receive funding for a dual enrolled student?

A: The basis of dual enrollment will follow the State funding model. IDCCRA will receive full Average Daily Attendance (ADA) for "Full Time" Dual Enrolled students. IDCCRA will receive <sup>1</sup>/<sub>2</sub> (one half) ADA for "Part Time" Dual Enrolled students.

## Q: What if my child is attending a non state funded school such as a private school or home school? Do I still need to fill out the Dual Enrollment application?

A: Yes, but only the first page of the application. Please, state which courses you would like your student to take with IDCCRA and which courses will be taken at the cooperating school. In the "courses with cooperating school" box, please state if the courses are either home school or private school courses. IDCCRA needs to record your student enrollment with a reduced course schedule for our attendance purposes.

11

#### Q: Who should I notify if my child's Dual Enrollment status changes?

A: It is the parent's responsibility to immediately notify your IDCCRA teacher if your Dual Enrollment status changes.

#### Q: How often do I need to fill out a Dual Enrollment application?

A: Each enrollment year you will need to submit a new Dual Enrollment application. You will also need to complete a new Dual Enrollment application each time there is a course change with the cooperating school.

#### Q: Do I fill out another Dual Enrollment application for 2nd semester?

A: During  $2_{nd}$  semester enrollment, if your student's course schedule changes from the beginning of the year (with IDCCRA or your cooperating school), you will need to submit a new application. This process helps IDCCRA know where your child will take the state tests. If there are no changes, there is no need to submit a new application.

#### Q: Is there a deadline to submit the Dual Enrollment application?

A: Yes, the deadline is one month after your child starts the first day of school. For example, if your child starts school on October  $1_{st}$  his/her deadline will be November  $1_{st}$ . If you need more time please contact your IDCCRA teacher.

#### Q: How do I know if my student is approved for Dual Enrollment?

**A:** You should receive a kmail stating your student's approval within 7 days after the application is received. If your student is not approved, you will be contacted either by kmail or by phone stating the reason why the application was declined.

#### Q: What if my child is currently "Full Time" and now decides to attend IDCCRA "Part Time?"

**A:** You will be required to submit a Dual Enrollment application for approval. At the time of approval, IDCCRA will request to have your computer returned along with all other electronic equipment provided through K12. Also, if your family was receiving internet service provider (ISP) subsidy, you will no longer qualify.

## Q: My child is attending the cooperating school less than 2.5 hours a day, but the school will not waive ADA funding. What do I do?

A: Your student can either add another course to at the cooperating school and attended both schools "Part Time," or completely attend either school "Full Time." If you need suggestions on what classes would be the best fit for your child, please call your IDCCRA teacher or your IDCCRA advisor.

## **Concurrent Credit Courses**

Concurrent Credit is a partnership between IDCCRA and select Idaho colleges which allows students to take an advanced IDCCRA online course, taught by an IDCCRA instructor, and also receive college credit for the coursework. These select courses are taught by IDCCRA instructors that are also adjunct faculty members of the college. The syllabus for the course has been approved by the specific college and the student registers with that college and pays tuition. The 14-15 cost is \$?? per credit. (This is a significant savings compared to regular per-credit costs.)

#### WHO CAN REGISTER FOR CONCURRENT CREDIT CLASSES?

Course offerings are normally reserved for qualified juniors and seniors, depending on the course.

Students must have completed all of the IDCCRA pre-requisite classes to be eligible for concurrent credit classes and register for the credit.

Contact the school counselor for more information about concurrent credit course opportunities.

## Advanced Placement Courses

The Idaho College and Career Readiness Academy offers several Advanced Placement Opportunities for students. In order to meet AP guidelines and have the AP course designation, classes must have the depth and rigor of a college-level course. IDCCRA and K12 courses must be registered with and approved by the College-Board in order to use the title "AP" in their course name.

#### WHY AP?

Taking AP courses in high school shows prospective colleges that a student rose to the challenge of a college-level course with high expectations. Colleges like to see AP-level work on transcripts because it shows that students went above and beyond mere graduation requirements. In many cases, successful completion of AP courses will set you apart from your peers when it comes to admission and scholarship decisions.

(\*Courses are also available through IDLA. Contact your counselor for more details.)

#### THE EXAM

Students who take AP courses are eligible to take the AP exams that are associated with those courses. The exams cost \$86 dollars each and scholarships are available. In most cases, a good score on the exam may make you eligible for college credit or exemption from some colleges courses. However, the credit is not guaranteed and each college and university has its own policies regarding AP credit.

The AP exams are administered in May on set dates at set times nationwide. Exams are typically four hours in length. Because IDCCRA is a virtual school, we are not able to administer these exams, but we can help you set up testing at your local brick and mortar school. Students receive a score between one and five on the exam. A score of 3,4, or 5 must be earned on the AP exam on order to be *eligible* for receipt of college credit or exemption from college courses; some colleges only accept 4s and 5s. Please consult with the colleges that you are interesting in attending to see how AP credits are accepted.

It is possible to take an AP course from IDCCRA and not take the AP exam. If a students is already taking concurrent credit, that college credit is guaranteed and it is not necessary to take the AP exam.

#### **GPA WEIGHTING**

Advanced Placement courses are weighted on a higher gpa scale than regular courses. Students earning an A in an AP course earn 5 points, as compared to 4 points for an A for regular courses. Students earning a B earn 4 points in an AP course, and so on. It is possible, then, for a student to have higher than a 4.0 cumulative GPA if he/she takes AP courses. Both weighted and non-weighted gpas appear

# **Dual Credit**

IDCCRA juniors and seniors with high GPA's are eligible to enroll in courses at their local community college or local college or university during the summer or the regular school year and take college courses on the college campus.

Such courses are beneficial for students because they allow students to get a head start on understanding the rigor of college courses.

In many cases, these credits can count for college credit as well as IDCCRA elective high school credit. You need to obtain a high school dual credit form from the college and have your high school counselor fill out the necessary sections.

In all cases, please make sure that you consult with your high school counselor PRIOR to making any tuition deposits or registering, to discuss how IDCCRA will accept this credit toward graduation. (College dual enrollment is not the same thing as dual enrolling with another public high school. Students taking college classes can keep their IDCCRA computer and tuition reimbursement and are not required to fill out IDCCRA's high school dual enrollment paperwork.)

Please note: for courses that require placement scores (like math, English, or Chemistry), ACT, SAT, or Compass test scores help determine which courses the student qualifies to take. Please contact the local community college or local college or university to find out if your score meets the minimum requirements.

#### Contact the IDCCRA Concurrent Credit Coordinator and AP Site Coordinator

# How to Set Up Your School Account

To create a new account: Make sure you have the Registration ID # If you need this, contact: Go to www.k12.com and click on OLS Login (upper right)

OLS Login

#### Click on Set Up Your Account

Account Registration
Use your K <sup>12</sup> Registration ID to set up your K <sup>12</sup> account.
Set Up Your Account
SET UP YOUR ACCOUNT

Enter your Registration ID and Phone number – follow the directions to complete account set up.

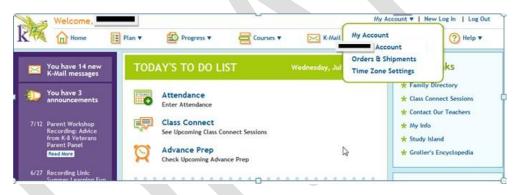
Enter your registration ID below. Your ID was either e-mailed or mailed to you following your enrollment.
Registration ID: (ex.A1B2-C3D4)
Enter the phone number you supplied to us when you enrolled
Phone number:

# How to set up a student account

Once the LC has their username and password, you will need to set up your student account. You will need to go to your student URL and log in with the LC username and password.

Login		
Welcome to the K <sup>12</sup> Online School Log in to access the online school.		
Login Log in now using your K <sup>ue</sup> online account (if you are a new user who enrolled online, please use your existing account). User Name: [c username Forgot user name? Password: LC password Log In	Account Registration Use your K <sup>en</sup> Registration ID to set up your K <sup>en</sup> account. Set Up Your Account	

Once you log in using the LC username and password, click on 'my account'. You will then click on the second choice which will have the student name along with account. For instance Jane's account (IDCCRA)



When the next page pops up you will create a student username and password and click 'save'

	Suggest a Username	
* Username:		
* Password:	••••••	iling Add
* Verify Password:	•••••	
	shi	ipping A
Preferred Name:		FF
* Email:		
* Home Phone:	то	update
		al Acader
		national A

# How to log attendance

HOW Do Learning Coaches Log Attendance? Learning Coaches have an Attendance alert displayed in the center of their Learning Coach Home Page to make sure they are keeping up with their student's attendance requirements. If they are missing attendance, this alert will show them how many days they are missing. Please note: Students cannot enter attendance. Provided below are directions for logging attendance:

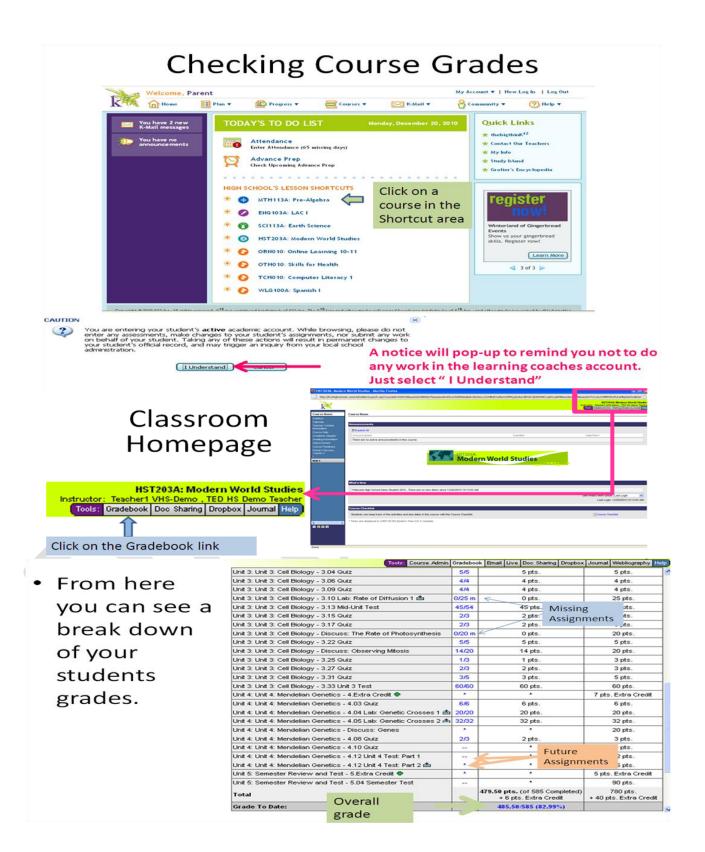
Wedneeday, Ame 2, 2016 🕒 🖿			
ou can eait attendance you've entered today until midnight to difed. Click the Auto-Enter drop-down to automatically enter a flendence.			
	Auto-Enter 💌		
Courses	Enter Time	Totals-To-Date	
Idaho Math 4		17 hrs 40 min	^
Math Plus Red		3 hrs 36 min	
Language Skills 4		10 hrs 20 min	
Literature 4		10 hrs 35 min	
MARK12 TU Reading I		16 hrs 15 min	
Scoling 4		1 hr 10 min	
Science 4		2 hrs 15 min	~
¢		)	
Total6: Total Days in School: 30 day(s)	Time: 0	106 hrs 65 min	
Print Atlandance			

- 1. Click the Attendance alert to display the Attendance pop-up.
- At the top of the pop-up you will notice your student's name. Your student's name is a link that allows you to switch students and enter attendance for each of your students while in the pop-up.
- A summary of the missing days of attendance for all your students and for the selected student is shown at top in the Missing Day menu.
- 4. Use the calendar icon to choose a day to enter attendance for or choose a day from the Missing Day menu.
- 5. To enter attendance, click in the field next to the course name. The field will automatically display the number of minutes your student was supposed to spend on that course for the day. You can edit this by typing over it or you can click another field to accept those minutes.
- 6. If there are minutes already entered in a field, you may have entered them on a previous day or after the end of a lesson. Each time you enter attendance at the end of a lesson, it's added to any minutes that have already been entered for that day.
- 7. If your student did not attend school on a certain day and you want to enter attendance for that day you need to enter zeroes in all the courses. You can use the Auto-Enter drop-down to automatically enter zeroes for all the courses, or just the ones that are currently not showing any attendance for that day.
- You can print attendance by clicking the Print Attendance icon and link on the bottom of the attendance screen. You
  must click Save to save your attendance before you print.

# **Checking User Activity**

You can check your student's user activity from the gradebook. Simply click the User activity tab.

debook V ew Gradebook User Activity				
Gradebook: High School Demo Student 2010				
ide To Date: *			View Gradebook By: Unit	Item
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1: The Basics - 1.Extra Credit 🕈		*	6 pts. Extra Credit	
1: The Basics - 1.06 Quiz			5 pts.	
al		*	5 pts. + 6 pts. Extra Credit	
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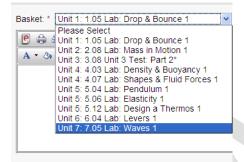
# How to Use the Drop Box

When in a course, click the Dropbox link at the top right.

Instruct	or: Genera	I SpEd , Gen	eral Advi	sor , Dennis S	Smith
Tools:	Gradebook	Doc Sharing	Dropbox	Tech Support	Help

Click the words "Submit Assignment" at the top left of your screen.

Choose the Basket that matches your assignment then Click "Add/Remove" to attach your assignment



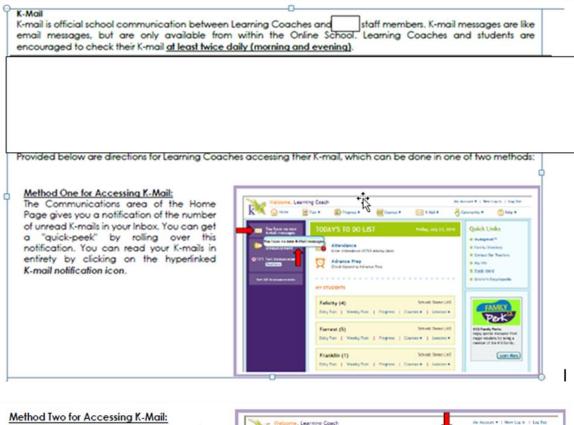
Attachments: 
 Add/Remove

Browse to find your saved document, then click Attach File

Add and Remove Attachments									
Once you click Attach File or Save & Attach Another File, please refrain from closing your browser or navigating away from this page. The screen will refresh once the file has uploaded. File uploads must be completed within 90 minutes before the action will timeout. File size limitations will vary based on your connection stability and speed.									
To select a file to attach, click	Browse. If this is the last file you want to attach, click Attach File. If lick Save & Attach Another File.								
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Click "Submit Assignment" at the bottom left. (You can write your teacher a note in the message box first, if you'd like.)

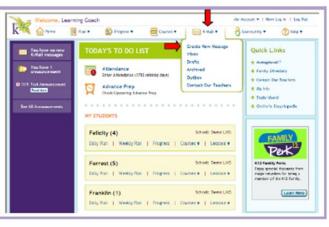
# How to Use Kmail



The K-Mail icon in the global menu gives you access to the following links from any OLS page.

- Create New Message
- Inbox
- Drafts
- Archived
- Outbox
- Contact Our Teachers

(Choosing this item displays the contact information for all the teachers for all your students. Every time you see a teacher's name, you can click it to display his/her contact information. You will see his/her phone number and a link to write him/her a K-mail.)



### **Attendance and Truancy**

Idaho Code 33-512 (1) requires that each public school adopt a calendar that provides students at each grade level with the following minimum number of hours of instruction. Idaho College and Career Readiness Academy (IDCCRA) requires the following hours:

Grades 9-12 990 hours

Idaho Code 33-202 establishes that school attendance is compulsory for students between the ages of seven (7) and sixteen (16), unless the student is comparably instructed. IDCCRA is one of the public school options available to parents to fulfill this obligation. Parents should understand that IDCCRA is a public school alternative, not a home school alternative. As a part of the public school system, IDCCRA has responsibility to account for the attendance and progress of each individual student enrolled and for which IDCCRA receives public funds.

This policy relates not only to attendance issues, but also delineates the procedures by which students can be suspended, expelled and reenrolled, as well as the appeal process.

It is necessary to carefully track and document Attendance in the On Line School (OLS) of Idaho College and Career Readiness Academy for accountability purposes as well as funding from the State Department of Education. Progress and mastery in the On Line School relate to promotion of the student in the curriculum.

#### **Attendance Definition**:

Attendance is defined as:

1.) Actual hours attendance in the public virtual school.

Under either definition, the student's time computation must include the actual time the student is engaged in activities of the K-12 curriculum under the direct supervision and/ or monitoring of the identified responsible adult who is working with the student on the IDCCRA educational program. This time can also include activities of the employed teacher directly interacting with the student, as well as time when the student is engaged in K-12 online and off-line activities on the computer.

In addition to direct instructional time, additional engaged learning experiences may qualify for attendance computation. Examples of such appropriate general learning experiences include but are not limited to:

- 1.) consultation with a professional in an area of expertise, i.e., a geologist,
- 2.) visit to a historical or art museum as a component of an art or history assignment.

The supervising adult will be responsible for tracking all hours and reporting them as required on the OLS. The OLS will be the official recording of attendance for a student. In order to assure balanced learning, supplemental hours in music, art and Physical Education are limited to two (2) hours in each area per week to be included in the total hours for attendance. Physical education activities are to be structured, organized and supervised.

#### OR

Regularly demonstrating engagement in educational activities of the On Line School, beyond simply logging on to the school.

- A. This prong of attendance will be monitored by the student's assigned class-room teacher.
- B. A student must regularly demonstrate at least six percent (6%) progress, per month, for core courses.
- C. Three months of failure to meet the six percent (6%) progress benchmark, without prior authorization by the school's administration or the assigned teacher due to some extenuating circumstance, shall be deemed sufficient to demonstrate that the student is not "attending" school.
- D. A student/family who is anticipating an absence from the school for a period of a time or is experiencing an event which could be considered an extenuating circumstance should make arrangements with the assigned teacher or the school's administration to address progress review in order to complete necessary progress prior to and/or after the planned absence.

#### AND

Attending 70% of the Direct Instruction or Elluminate sessions for which the student is assigned to attend.

- A. This prong of attendance will be monitored by the student's assigned teacher.
- B. Attendance at an assigned Direct Instruction or Elluminate Session may occur during the original and live activity or may be completed by the student by watching the saved video recording.

\*\* These attendance regulations, as established by the Board, are subject to modification in the instance of an individual student's IEP or Section 504 Plan.

#### **Attendance Goals and Expectations:**

Except in extraordinary cases, students will be expected to "attend" 100% of the annual attendance requirements, as defined above, for the student grade level. These hours may be earned through a flexible schedule as provided in the school calendar.

"Extraordinary" circumstances which may be considered acceptable for less than 100% student attendance include:

- extended illness of the student or
- other such individualized circumstances that prevent the student from attending to school work

If recorded and reported attendance falls below the above-defined acceptable standards, the Head of School or designee may take initial action to suspend the student for truancy (a violation of the school's attendance regulations). As outlined below, repeated lack of required attendance may result in action by the Board regarding habitual truancy

#### **Denial of Enrollment – Students seeking IDCCRA enrollment**

Pursuant to Idaho Code § 33-205, IDCCRA may deny enrollment and attendance to any student who has been expelled from another public school district (LEA) within the state of Idaho or any other state.

IDCCRA recognizes that due to the unique educational structure of the educational program, a student who has been expelled from another public school district (LEA) may be able to attend IDCCRA and continue their educational advancement, without any risk of harm to other students, faculty or school facilities.

When a student who has been expelled from another school district (LEA) seeks to become enrolled at IDCCRA, the Administrative team of IDCCRA shall communicate with the prospective student (parents) and the student's former school district (LEA) to determine the basis for the student's expulsion as well as the student's general disciplinary record. Thereafter, the administrative team shall evaluate whether or not the prospective enrollee poses any danger or risk of harm to other IDCCRA students, IDCCRA faculty or IDCCRA property. If it is determined that there is no risk of harm to other students, faculty or property and IDCCRA can provide an educa- tion to the child, the Board of Directors has authorized the Administration to enroll the student, based upon a behavioral plan individually created to address the specific disciplinary issues for the child. Should the Administration determine that enrollment of the child would pose a danger to other students, faculty or property which cannot, in the judgment of the administrative team, be addressed through a behavioral plan, the Board of Directors has authorized the Administration to provisionally deny enrollment into IDCCRA. Should a student be provisionally denied enrollment due to prior school expulsion, the student will be advised of a right to a hearing before the Board to contest this decision.

#### Suspensions and Expulsions – IDCCRA students

#### Suspensions:

The Head of School, Assistant Head of School, or designee may temporarily suspend any pupil for disciplinary reasons or for other conduct disruptive of good order or of the instructional effectiveness of the school.

A Principal, Head of School or Assistant Head of School may temporarily suspend a student for up to five (5) school days.

The Head of School may extend this suspension for an additional ten (10) school days.

The Board may extend this suspension an additional five (5) days upon a finding by the Board that an immediate return to school by the pupil would be detrimental to other pupils' health, welfare or safety.

Any pupil who has been suspended may be readmitted to the school by the Head of School or Principal who suspended him/her upon such reasonable conditions as said Head of School or Principal may prescribe.

The period of suspension may be "suspended" or "deferred" to allow the student to continue with education, and the student may be required to participate in work and attendance as determined by the Head of School or the Assistant Head of School. If a student is suspended for inadequate attendance, they will be provided with information regarding options to transfer to other public school programs.

- A. <u>Written Referral</u>: Violations shall be presented in written form (such as an e-mail) and should be specific as to the misbehavior or breach of the Code of Student Conduct.
- B. <u>Student Notification</u>: The student will be placed on notice of the alleged violation by the Head of School or designee.
- C. <u>Initial Conference</u>: An initial conference (in person or by tele- or video-conference) shall be conducted by the Head of School or designee.
  - A. <u>Charges and Evidence:</u> The Head of School or designee shall confer with the student, explain the charges and evidence against the student, and allow the student an opportunity to present his or her side of the story prior to taking disciplinary action.
  - B. <u>Parental Assistance:</u> The Head of School shall make a good faith effort to employ parental assistance or other alternative measures prior to suspension. The Head of School may suspend the student immediately. The Head of School will take into consideration the seriousness of the breach of conduct; whether the conduct is disruptive enough to require immediate suspension and/or if an emergency situation exists.

- D. Parental Notification:
  - A. <u>By Telephone or E-mail:</u> The Head of School or designee shall make a good faith effort to notify the parent by telephone or e-mail of the student's misconduct and the proposed disciplinary action.
  - B. <u>By Written Notice:</u> Regardless of whether there has been communication with the student's parent by telephone, the Head of School or designee shall, within twenty-four (24) hours of taking disciplinary action, send written notice to the parent describing the disciplinary action imposed and the reason for the action taken.
- E. <u>Board Notification</u>: The Board of Directors shall be notified of any temporary suspensions, the reasons therefore, and the response, if any, thereto.
- F <u>Appeal or Challenge</u>: If the student and/or parent(s)/guardian(s) wish to appeal or challenge the suspension, the Head of School or designee will schedule an informal meeting to discuss the charges, any evidence substantiating the charge, the sanctions imposed and the reason for such sanctions. After this informal meeting, the student and or parent(s)/guardian(s) may request a formal hearing before the board if they are still unsatisfied with the decision of the Head of School or designee. This formal hearing will follow the same pattern as those required for expulsions. This hearing should take place within thirty (30) days unless the student and/or parent(s)/guardian (s) request more time.

#### **Expulsions and Denial of Attendance – IDCCRA Students:**

Pursuant to Idaho Code § 33-205, the Board of Directors may deny enrollment or expel a student who is:

- 1.) an habitual truant;
- 2.) who is incorrigible;
- 3.) for any violation of the Code of Student Conduct, or for any conduct which in the judgment of the board, is considered to be continuously disruptive of school discipline, or of the instructional effectiveness of the school; or
- 4.) whose presence in a public 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.
- A. <u>Notice:</u> The written notice by certified mail shall state the grounds for the proposed expulsion or denial of enrollment and the time and place where such parent(s)/guardian(s) may appear to contest the action of the Board to deny school attendance. The notice will state the rights of the pupil to be represented by counsel, submit any evidence and/or produce any witnesses on his/her own behalf, and cross-examine any adult witnesses who may appear against him/her. If the notice to the parent by certified mail is returned as unclaimed, the parent will be deemed to have been provided notice pursuant to Idaho Code § 33-205 and have waived the right to a due process hearing.

B. <u>Hearing</u>: The Board of Directors shall have a full and fair formal hearing on the allegations set forth in the written notice.

This hearing shall occur within a reasonable period of time. The student and/or parent(s)/guardian(s) may request a delay in order to be prepared for the hearing. The hearing shall be held within 30 days of the notice of intent to expel, unless there are extenuating circumstances or a request for an extension of time has been granted to the student/family.

During this hearing the Student shall have the right to be represented by counsel, submit any evidence and/or produce any witnesses on his/her own behalf, and cross-examine any adult witnesses who may appear against him/her.

- C. <u>Procedure:</u> After proper notice as set forth above, the following procedure shall be used.
  - 1. <u>Opening Statements</u>: Both sides shall have the opportunity for opening remarks or statements.
  - 2. <u>Burden of Proof</u>: The IDCCRA has the burden of establishing grounds for the expulsion of the student based on the allegations set forth in the written notice.
  - 3. <u>Cross examination</u>: The student or their counsel may cross-examine adult witnesses.
  - 4. <u>Student 's Case</u>: The student or their counsel has an opportunity to present evidence and/or witnesses.
  - 5. <u>Closing Remarks</u>: Both sides have the opportunity to provide closing remarks.
  - 6 <u>Decision</u>: At the close of the hearing, the Board of Directors will retire to deliberate the case and upon reaching a decision will issue findings of fact and conclusion supporting their decision. Upon a motion made in open meeting, the Board will issue the approved Findings, Conclusions and Decision. A copy of which shall be delivered to the student/parent(s)/guardian(s).
- D. <u>Truancy</u>: Any student who is suspended on more than one occasion in a six (6) month period for inadequate attendance; or whose "attendance" at school violates the attendance regulations of the Board as detailed in this policy; or whose attendance is of a sporadic and inadequate nature without justification or extraordinary circumstances may be determined by the Board of Directors to be an habitual truant and may be expelled after notice and a hearing as set forth above.
- E. <u>Special Education Students</u>: Students enrolled in special education or on a 504 Plan will not be suspended or expelled without consideration by a manifestation determination to assure the provisions of FAPE are consistent with the requirements of the IDEA and Section 504.
- F. <u>Reenrollment</u>: Any student who has been expelled from the Idaho College and Career Readiness Academy may appeal to be reenrolled in the school, after the terms/time limit of the expulsion has been completed by the student, pursuant to the procedures outlined in Idaho Code §33-502. Approval must be granted by the Head of School and the Board of Directors. The Board will notify the parent(s)/guardian(s) of the student in question, in

27

writing by certified mail of the date and time of the reinstatement hearing. The hearing will be a face-to-face meeting before the Board of Directors (if a quorum can be obtained) or a telephone conference with a quorum of the Board of Directors in attendance.

G. <u>Withdrawal</u>: The parent and student may determine based upon the availability of the identified caring adult and the student's commitment to schooling at home, that IDCCRA is not the better alternative for the education of the student. This decision should be discussed with the School. If the decision is made that the student should withdraw and transfer to another school within the student's residential district, information regarding said transfer will be provided to parents by the School consistent with the policies of the residential and chartering entity.

#### Habitually Truant Students

It is the intent of IDCCRA to work with families to ensure that they are supported and successful in our model. It is further the intent of IDCCRA that expulsion or denial of attendance due to habitual truancy be the last resort.

IDCCRA will make all possible attempts to contact students and families of students who are either not attending classes (not logging attendance); or not attending Direct Instruction Sessions or Elluminate Sessions as assigned to the student; or who are logging attendance, but not actually attending classes or producing work. IDCCRA will work with these students and their parents and/or guardians to provide the needed supports to increase the opportunity for these students to be successful in our online model and to avoid expulsion. However, when students do not respond by attending and producing work as required in our model, IDCCRA will begin the process of denying the student enrollment as is allowable by Idaho Code § 33-205. Prior to actual denial of enrollment, the following actions will be taken:

#### For the High School Program

- A. When a student is 27.5 hours behind expected attendance, the Parent/Guardian and student will be issued a written warning via Kmail that the student is in danger of violating the truancy policy.
- B. If attendance has not been updated within one school week, the Parent/Guardian will be issued a written warning via US Post that the student is in danger of violating the truancy policy.
- C. If attendance has not been updated within one school week of receiving the US Post warning; a certified letter will be sent notifying the Parent/Guardian and student that the student is in violation of the truancy policy.

#### OR

Regularly demonstrating engagement in educational activities of the On Line School.

- 1. This prong of attendance will be monitored by the student's assigned homeroom teacher.
- 2. The online activity report must indicate that the student has logged at least 60% of the expected minutes per course per week.
- 3. Three weeks of failure to meet the expected minutes per course per week requirement, without prior authorization by the school's administration or counselor due to some extenuating circumstance, shall be deemed sufficient to demonstrate that the student is not "attending" school.
- 4. A student/family who is anticipating an absence from the school for a period of a time or is experiencing an event which could be considered an extenuating circumstance should make arrangements with the assigned teacher or the school's administration to address progress review in order to complete necessary progress prior to and/or after the planned absence.

#### AND

Attending 70% of the Class Connect (Elluminate) sessions for which the student is assigned to attend.

- 1. This prong of attendance will be monitored by the student's assigned teacher.
- 2. Attendance at an assigned Class Connect Session may occur during the original and live activity or may be completed by the student by watching the saved video recording.

\*\*These attendance regulations, as established by the Board, are subject to modification in the instance of an individual student's IEP or Section 504 Plan.

29

## **Credit Recovery Policy**

It is the intent of Idaho College and Career Readiness Academy to make credit recovery options available to students to help them graduate from high school in a timely manner. In order to earn credit, IDCCRA high school students seeking credit recovery opportunities must adhere to the following:

- Students must be at least half time students at IDCCRA to be eligible for enrollment in credit recovery courses
- Students will be eligible for a credit recovery course at the start of the next semester or session (as in the case of summer school or j-term) after earning a failing grade in a course.
- Students can be assigned one credit recovery course at a time. If students request a second course concurrently, they must have successfully completed at least one course, and have administrator approval.
- Students are required to take a proctored final exam for each credit recovery course. That final exam will not be given online or in the home setting. Students will either have their finals proctored by IDCCRA staff or will work with IDCCRA staff to set up a remote proctor.
- Students must pass the credit recovery course with a 70% or higher to earn credit and have the current grade on their transcript replaced by the grade in the credit recovery course.
- For students to earn credit in science credit recovery courses, they must complete at least three labs within the credit recovery course to meet Idaho graduation requirements.
- Credit recovery courses may not be used to improve grades other than an F in a course. Students who wish to improve their grade, overall GPA or class rank may re-take the current IDCCRA course to that end.

# **Internet Subsidy Policy**

It is the intent of IDCCRA to provide assistance to families with computer and/or internet reimbursement needs so they may participate in IDCCRA curriculum and learning opportunities. This policy specifies the terms and conditions:

Families who qualify for FRL (Free and Reduced Lunch) are eligible for Internet Service Provider (ISP) subsidy. Parent/Guardian must submit online form for subsidy. Payments occur at the end of each semester.

### **Discipline Code**

As an IDCCRA student, you are subject to the rules and restrictions implemented by your virtual academy AND the Student Code of Conduct and Acceptable Use Guidelines which is provided at the end of this handbook.

Prior to the start date for each school year in which you are registered, you must read the Student Code of Conduct and Acceptable Use Guidelines and agree to abide by its terms.

### **IDCCRA** Anti-discrimination Policy

IDCCRA does not discriminate on the basis of race, color, or national origin, that any person(s) be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimi- nation.

IDCCRA does not discriminate on the basis of sex, that any person(s) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity for which the IDCCRA is responsible.

Additionally, no otherwise qualified handicapped person(s) shall, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the IDCCRA is responsible.

## **Harassment Reporting**

If you are being harassed in your high school course environment, it is important to report it immediately to your teacher. Harassment comes in many forms including the following:

- spam (unsolicited e-mails not pertaining to the course)
- threatening communications
- Offensive communications or any other kind of communication that makes you feel uncomfortable.

## IDCCRA Student Code of Conduct and Acceptable Use Guidelines

This document describes the policies and guidelines for the use of the IDCCRA high school and exists to ensure that all IDCCRA students are aware of and understand their responsibilities when accessing and using IDCCRA resources.

IDCCRA reserves the right to update or alter this agreement at any time. Such revisions may substantially alter access to IDCCRA instructional computing resources. IDCCRA instructional computing resources include any computer, software, or transmission system that is owned, operated, or leased by IDCCRA.

As a student enrolled in IDCCRA, you should be aware of the following guidelines and expectations. Any activity that is not listed here, which violates local, state, or federal laws, is considered a violation of the Student Code of Conduct and Acceptable Use Guidelines.

Failure to follow these guidelines could result in the:

- Removal of your access to IDCCRA instructional computing resources, which could result in your inability to complete learning activities.
- Involvement with law enforcement agencies and possible legal action.

#### Accountability

- Posting anonymous messages is not permitted unless authorized by the course's online teacher. Impersonating another person is also strictly prohibited.
- Use only your own user name and password, and do not share these with anyone. Do not interfere with other users' ability to access IDCCRA or disclose anyone's password to others or allow them to use another user's account. You are responsible for all activity that is associated with your username and password.
- Do change your password(s) frequently, at least once per semester or course is encouraged.
- Do not publicly post your personal contact information (address and phone number) or anyone else's.
- Do not publicly post any messages that were sent to you privately.
- Do not download, transmit or post material that is intended for personal gain or profit, non-IDCCRA commercial activities, non-IDCCRA product advertising, or political lobbying on an IDCCRA owned instructional computing resource.

- Do not use IDCCRA instructional computing resources to sell or purchase any illegal items or substances.
- Do not upload or post any software on IDCCRA instructional computing resources that are not specifically required and approved for your assignments.
- Do not post any MP3 files, compressed video, or other non-instructional files to any IDCCRA server.

#### **Inappropriate Behavior**

Inappropriate behavior includes the following:

- Insults or attacks of any kind against another person. Use of obscene, degrading, or profane language.
- Harassment (continually posting unwelcome messages to another person) or use of threads.
- Posting material that is obscene or defamatory or which is intended to annoy, harass or intimidate another person. This includes distributing "spam" mail, chain e-mail, viruses, or other intentionally destructive content.

#### Weapons

Weapons are not allowed on school property or at school sponsored events. Following state law, administration reserves the right to discipline a student through a behavior plan, suspension, and/or expulsion. Any student found to be in possession of a weapon will be reported to law enforcement authorities.

#### Threats

Threats against students, adults, or school staff will not be tolerated. Following state law, administration reserves the right to discipline a student through a behavior plan, suspension, and/or expulsion.

#### **Tobacco, Drug and Alcohol**

The use of tobacco, controlled substances, or alcohol on school property or at a school sponsored event is prohibited. Following state law, administration reserves the right to discipline a student through a behavior plan, suspension, and/or expulsion. Any student found to be in illegally in possession of drugs or alcohol will be reported to law enforcement authorities.

#### Cyberbullying

Each user of the school community and Class Connect classroom is solely responsible for the content posted through his/her log-in credentials. Sharing your username and password with others is strictly prohibited, as is logging in with someone else's username and password, or impersonating another user.

The following tones, language, materials and behaviors are strictly prohibited:

- Posting personally identifiable information (whether directly or indirectly through a link to a personal profile) such as phone number, IM, email address or street address in any format other than a *private message*.
- Antagonism or prejudice of any kind with respect to race, religion, gender, intelligence, age, orientation, disability, or socioeconomic status
- Posting material including photographs and videos inappropriate for minors (anyone
- under the age of 18)

#### Cyberbullying—Continued

- Any criminal or other illegal activity including encouraging the unlawful use, possession, manufacture or distribution of tobacco, drugs or alcohol
- Illegally posting, distributing, uploading or downloading copyrighted work (whether music, video, words, images, drawings, pictures, software or otherwise), or providing any information to circumvent copyright protection devices or software
- Sharing quiz, test, assessment, essay or term paper questions or answers or undertaking any other action that would violate any code of conduct, expectations or rules of your school or teachers regarding academic honesty or that would defeat the intent of any quiz, test, assessment, essay, term paper or other academic assignment
- Threats to anyone's physical or mental well-being
- Threats to school or personal property
- Stalking behaviors
- Harassment of any kind
- Explicit language or sexuality
- Explicit or graphic violence
- Spam or any other unauthorized/unsolicited or commercial promotion
- Disruptions of the server or host software
- Impersonations of others' identities, including employees/representatives of IDCCRA
- Use of codes, software, or passwords that may grant unauthorized access to IDCCRA software or third-party software of any kind
- Soliciting passwords or personal identifying information from other users
- Content that poses any type of threat to homeland security

FAILURE TO COMPLY WITH THESE STANDARDS MAY RESULT IN TEMPORARY OR PERMANENT REMOVAL OF USER ACCESS. Following state law, administration reserves the right to discipline a student through a behavior plan, suspension, and/or expulsion.

#### **Student Internet Safety**

- Do not reveal on the Internet personal information about yourself or other persons. For example, you should not reveal your name, home address, telephone number, or display photographs of yourself or others to persons outside of the IDCCRA.
- Do not agree to meet in person anyone you have met only on the Internet and who is not affiliated with the IDCCRA.

#### **Network Etiquette**

As an IDCCRA student, you are expected to follow the rules of network etiquette or netiquette. The word "netiquette" refers to common-sense guidelines for conversing with others online. Please abide by these standards:

- Avoid sarcasm, jargon, and slang. Swear words are unacceptable.
- Never use derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical or mental health, or access issues.
- Focus your responses on the questions or issues being discussed, not on the individuals involved.
- Be constructive with your criticism, not hurtful.
- Review your messages before sending them. Remove easily misinterpreted language and

proof read for typos.

- Respect other people's privacy.
- Don't broadcast online discussions, and never reveal other people's email addresses.

#### **Use of Copyrighted Materials**

All materials in the courses are copyrighted and provided for use exclusively by enrolled students. Enrolled students may print or photocopy material from the website for their own use by or distribution to others is prohibited unless expressly noted. Unauthorized copying or distribution may result in revoked access to course(s).

Users shall not upload, download, transmit or post copyrighted software or copyrighted materials, materials protected by trade secrets or other protections using IDCCRA computer resources. This includes copyrighted graphics of cartoon characters or other materials that you found that may appear to be non-copyright protected.

#### **Academic Integrity**

Idaho College and Career Readiness Academy seeks to establish academic integrity within the high school community.

IDCCRA has identified the following as unacceptable practices, including, but not limited to:

- 1. Cheating in its various forms, whether copying another student's work, allowing your own to be copied, using unauthorized aids on an assignment, essay, quiz, or test, having someone else complete an assignment, essay, quiz, or test for you, submitting as your own another person's work, rescheduling a test on a false excuse;
- 2. Plagiarizing (e.g. presenting as your own the words or ideas of another person), including inadequate documentation of sources (electronic, internet, or print) and excessive dependence on the language of sources even when documented, relying on similar order of sentences while altering a few words or word order;
- 3. Submitting the same work for more than one course or assignment without prior written approval from the instructor(s);
- 4. Using copywrited material without appropriate citation or copying software or media files (such as music, movies, etc.) without permission;
- 5. Fabricating data: This includes falsifying or manipulating data to achieve desired result, reporting results for experiments not done, or falsifying citations in research reports;
- 6. Destroying, tampering, or altering another student's work to impede academic progress;
- 7. Signing in to an elluminate session for another student who is not present, or leaving an elluminate session without logging off or indicating that you have "stepped away" from the session;
- 8. Falsely reporting completion of reading assignments

At the instructor's discretion, depending on the nature of the offense, the student's grade or ability to earn credit for the course may be affected. All students who violate the principles of academic integrity will be reported to the appropriate administrative authorities. Violations may also lead to further disciplinary action.

#### Monitoring

IDCCRA reserves the right to review any material transmitted using IDCCRA instructional computing resources or posted to an IDCCRA instructional computing resource to determine the appropri- ateness of such material. IDCCRA may review this material at any time, with or without notice. Email transmitted via IDCCRA instructional computing resources is not private and may be monitored.

#### **IDCCRA Indemnification Provision**

IDCCRA assumes no responsibility for information obtained via the Internet, which may be illegal, defamatory, inaccurate or offensive. IDCCRA assumes no responsibility for any claims, losses, damages, costs, or other obligations arising from the use of instructional computing resources. IDCCRA also denies any responsibility for the accuracy or quality of the information obtained through user access. Any statement, accessible on the computer network or the Internet, is understood to be the author's individual point of view and not that of IDCCRA, its affiliates, or its employees. K12 assumes no responsibility for damages to the user's computer system.

Nothing in this policy negates any obligation the student and parent have to use the instructional computing recourses as required in the Use of Instructional Property Agreement ("Agreement") the parent or guardian signed as part of the student's enrollment packet. In the event that this Code conflicts with the Agreement, the terms of the Agreement shall prevail.

#### **Dress Code**

The students and staff of the Idaho College and Career Readiness Academy are concerned with health, safety, and well being of students and the avoidance of distractions to learning. For these reasons, students are expected to dress appropriately for face to face testing, and other outings that are held through- out the school year. Students may be temporarily removed from testing or school related outings if such distractions take place.

- For safety reasons, any clothing that may be used as a weapon is strictly prohibited. For example: sharp object jewelry, dog collars with spikes, and any other spiked clothing.
- Wallet chains less than 10" in length are permitted.
- Headbands, bandanas, or other accessories that are directly related or representative of a gang that is a prominent threat in or around the community, or that presents a real and significant threat to students, are not appropriate.
- Other dress that may be considered improper to the good and instructional effectiveness of the school shall be monitored by staff and administration.

\* No spaghetti straps or tube tops

- \* Apparel that reveals midriff must not be worn
- \* No underwear showing including boxers, thongs, undergarment straps, etc.
- \* Skirts need to be at least as long as the tip of the student's fingers when hands rest at their sides
- \* Shorts must have at least a three inch inseam.
- \* Pants for both boys and girls must be worn at hip level or higher.
- \* Plunging necklines, see-through apparel or other revealing clothing is not allowed.

Consequences: If a student is wearing inappropriate clothing they will be asked to change and

parents will be notified.

# Progress toward Graduation Checklist

Total Credits Completed:	Total Credits Required to Graduate: 46
Language Arts (8 credits required)	
Speech (1 credit required)	
Science (6 credits—2 lab based)	
Math (6 credits)	
US History (2 credits)	
Government (2 credits)	
Economics (1 credit)	_
Health/Wellness (1 credit)	_
Humanities, Fine Arts, or Foreign La	nguage (2 credits required)
Electives (17 required)	

\*In addition to meeting the graduation credit requirements, students must achieve a proficient score on the 10th grade Idaho Standards Achievement Test (ISAT) in reading, language arts, and math, or fulfill the requirements of the district's alternate assessment requirements.

### Progress toward College

To enroll at BSU, ISU, Lewis-Clark State College, or the University of Idaho, students must graduate from an accredited high school, earning the following credits with at least a 2.0 gpa, and submit ACT, SAT, or other college entrance exam as determined by the institution.

- · 8 English
- · 6 Math
- · 6 Natural Science
- · 5 Social Science
- · 3 Other College Prep
- · 2 Humanities/Foreign Language

Please consult the college or university catalogue for other requirements based on your major field of interest. Colleges and institutions outside of the state of Idaho may have additional admission requirements.

# **Course Organizer** (Print and Post Near Your School Work Station)

a			1
Course			
Title			
Teacher			
Name			
			,
Teacher			
Email and			
Phone			
Number			
INUILIDEL			
Class			
<b>Connect Day</b>			
and Time			
Special Note			
about course			

# APPENDIX

16. Proposed School Calendar

**IDCCRA PETITION** 

## 2014-2015 IDCCRA School Calendar - DRAFT

	AUGUST 2014	SEPTEMBER 2014	
	SMTWThFS	S M T W Th F S	
13-22 Teachers work days	1 2	1 2 3 4 5 6	1 Jahar Day, na sahaal
25 First Day of School	3 4 5 6 7 8 9	7 8 9 10 11 12 13	1 Labor Day—no school
5 student school days	10 11 12 13 14 15 16	14 15 16 17 18 19 20	21 student school days
	17         18         19         20         21         22         23           24         25         26         27         28         29         30	21       22       23       24       25       26       27         28       29       30	
	24     25     26     27     26     29     30       31	28 29 30	
	OCTOBER 2014	NOVEMBER 2014	
	SMTWThFS	SMTWThFS	
20 High School Mid Term	1 2 3 4	1	
-	5 6 7 8 9 10 11	2 3 4 5 6 7 8	26-28 Thanksgiving Break
23 student school days	12         13         14         15         16         17         18           19         20         21         22         23         24         25	9         10         11         12         13         14         15           16         17         18         19         20         21         22	17 student school days
	19         20         21         22         23         24         25           26         27         28         29         30         31	16         17         18         19         20         21         22           23         24         25         26         27         28         29	
	20 27 20 27 30 31	23     24     23     26     27     26     27       30	
	DECEMBER 2014	JANUARY 2015	<ol> <li>Winter Break (cont)</li> <li>Teacher work day (no school)</li> </ol>
18-19 HS Final Exams	S M T W Th F S	S M T W Th F S	5 Day 1 J-Term
19 Last Day Semester 1 22-31 Winter Break	1         2         3         4         5         6           7         8         9         10         11         12         13	4         5         6         7         8         9         10	<ol> <li>MLK, Jr. Day (no school)</li> <li>J-Term ends</li> </ol>
	14         15         16         17         18         19         20	11         12         13         14         15         16         17	26 Semester Two begins
15 student school days	21 22 23 24 25 26 27	18 19 20 21 22 23 24	19 student school days
	28 29 30 31	25 26 27 28 29 30 31	
	FEBRUARY 2015	MARCH 2015	
	S M T W Th F S	S M T W Th F S	26 High School Mid Term
16 President's Day holiday	1         2         3         4         5         6         7           8         9         10         11         12         13         14	1         2         3         4         5         6         7           8         9         10         11         12         13         14	30-31 Spring Break
19 student school days	15         16         17         18         19         20         21	15         16         17         18         19         20         21	20 student school days
	22 23 24 25 26 27 28	22 23 24 25 26 27 28	
		29 30 31	
	APRIL 2015	MAY 2015	
	S M T W Th F S	S M T W Th F S	
I-3 Spring Break			
esting windows open SAT for 11 <sup>th</sup> Grade	5 6 7 8 9 10 11	3 4 5 6 7 8 9	25 Memorial Day
	12 13 14 15 16 17 18	10 11 12 13 14 15 16	20 student school days
19 student school days	19 20 21 22 23 24 25	17 18 19 20 21 22 23	
	26 27 28 29 30	24         25         26         27         28         29         30	
		31	
	JUNE 2015	JULY 2015	
1-2 HS Final Exams	SMTWThFS	SMT WThFS	
2 Last day of School	1 2 3 4 5 6	1 2 3 4	
3-9 Teacher work days	7 8 9 10 11 12 13	5 6 7 8 9 10 11	
2 student school days	14 15 16 17 18 19 20	12 13 14 15 16 17 18	
	21         22         23         24         25         26         27           28         29         30	19         20         21         22         23         24         25           26         27         28         29         30         31	
	20 27 30	20 27 20 27 30 31	

2013-2014 SCHOOL CALENDAR

Bldg No.\*

**\*USE IF CALENDARS** VARY AMONG BUILDINGS

**GRADES 9 - 12** CAUTION! Do not include grade 12 students on this calendar unless they have the EXACT same calendar as grades 9-11. (For many districts, the last day of school for seniors is several days prior to the official last day of school for the district.)

QUESTIONS? Call 332-6840 or see our calendar manual available online with the calendar forms at https://www.sde.idaho.gov/site/finance\_tech/forms.htm.

armp	2013													
						NOV	'EMBE	R			N	IARCH		
M 1	Т 2	W 3	TH 4	F 5	М	Т	W	ТН	F 1	M 3	Т 4	W 5	TH 6	F 7
8 15 22	9 16 23	10 17 24	11 18 25	12 19 26	4 11 18	5 12 19	6 13 20	7 14 21	8 15 22	10 17 24	11 18 25	12 19 26	13 20 27	14 21 28
22	30	24 31		20	25	26	27	28	22 29	24 31			21	20
М	<u>AU</u> T	GUST W	тн	F	М	T	EMBE W	<u>:к</u> ТН	F	М	т	APRIL W	ΤН	F
			1	2	2	3	4	5	6		1	2	3	4
5 12	6 13	7 14	8 15	9 16	9 16	10 17	11 18	12 19	13 20	7 14	8 15	9 16	10 17	11 18
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
26	27	28	29	30	30	31	2014			28	29	30		
М	<u>SEP1</u> T	rembe W	<u>ER</u> TH	F	М	<u>JAN</u> T	NUAR W	<u>Ү</u> ТН	F	М	Т	MAY W	ΤН	F
2	3	4	5	6			1	2	3				1	2
9 16	10 17	11 18	12 19	13 20	6 13	7 14	8 15	9 16	10 17	5 12	6 13	7 14	8 15	9 16
23	24	25	26	27	20	21	22	23	24	19	20	21	22	23
30	00-		-		27	28 E	29	30	31	26	27	28	29	30
М	<u>UC</u> T	TOBEI W	TH	F	М		<u>BRU/</u> W	TH	F	М	Т	<u>JUNE</u> W	ΤН	F
	1	2	3	4	3	4	5	6	7	2	3	4	5	6
7 14	8 15	9 16	10 17	11 18	10 17	11 18	12 19	13 20	14 21	9 16	10 17	11 18	12 19	13 20
21 28	22 29	23 30	24 31	25	24	25	26	27	28	23 30	24	25	26	27
H	loliday	/Vacati	ion Day	/ (Use this	s symbol t	o show	∕ <u>all</u> da∖	/s not ir	n session.)		$\bigcirc$	Shorte	ned Da	ay
F	irst & I	_ast Da	ays of \$	School							$\triangle$	Staff D	evelor	oment
											Dec	imal E	<u>quiva</u>	<u>alent</u>
					er <b>regul</b> a	-					-	0.00	0	Hrs.
-	QUIRE			<b>Irs.</b> s of instru	<u>Min</u> . uction pla	•						0		
3. Tota		ber of <b>r</b>	egula		f instruct						-	0.00	0	Hrs.
4. Num		hours	of inst	ruction fo	or <b>shorte</b>	ned d	ays:				-	0.00	0	Hrs.
5. Tota		s of <b>sta</b>	aff dev	elopmer	nt: (Total	from	below	7)			-	0.00	0	Hrs.
6. Tota		s of ins		n planne	d during	2013-2	2014:				-	0.00	0I	Hrs.
•		,	nours r	equired f	or <b>Grade</b>	es 9 - 1	1 <b>2</b> :				-	990	)	Hrs.
				S	hortened				-					
	Shortened Days Instructed Staff Development													

	Shortened D	Shortened Days Instructed		evelopment
Date	Hours/Minutes	Decimal Equivalent	Hours/Minutes	Decimal Equivalent
Total		0.000		0.000
		(Line 4 Above)		(Line 5 Above)

SDE 2013-2014 Grades 9-12(Formulas) Template.xlsx Grades 9-12

# APPENDIX

17. Proposed Parent Survey

**IDCCRA PETITION** 

TAB B1 Page 318

## IDCCRA Parent/Stakeholder Survey Results (Fall/Spring 20??)

Question	Average of User Response
I feel my student is safe online at IDCCRA Virtual High School	0.00
How likely are you to recommend IDCCRA Virtual High School to friends and other students?	0.00
Courses, tests and grading that are customized to the way my student learns best	0.00
Courses content is based on my student's future interest and plans	0.00
I believe IDCCRA Virtual High School cares about my student and his or her success as a student	0.00
My student's teachers do a good job	0.00
What is your overall level of satisfaction with your student's IDCCRA Virtual High School Experience?	0.00
My student's teacher helps him/her to be a more successful student	0.00
My student's teachers respond to me in a timely manner	0.00
My student's teachers are accessible to me	0.00
My student's Academic Counselor gives him/her the support needed to be successful	0.00
My student's courses are appropriately challenging	0.00
I believe my student is successful at IDCCRA Virtual High School	0.00
My student's courses include content he/she will be able to use after finishing high school	0.00
The frequency of email and phone communications to me from IDCCRA Virtual High School is about right	0.00
My student's IDCCRA Virtual High School issued laptop computer meets his/her needs	0.00
My student's courses fit his or her individual learning style	0.00

IDCCRA Virtual High School helps prepare my student for what he/she wants to do after high school	0.00
The information that IDCCRA Virtual High School provides in emails and phone calls is helpful to me	0.00
A private, online social networking environment where my student can communicate with other students	0.00
Average	0.00

# APPENDIX

18. Idaho Public School Enrollment

STATE OF IDAHO							PUBLIC SCHOOL MEMBERSHIP 2012-2013 SCHOOL YEAR (as reported November 2, 2012)										DEPARTMENT OF EDUCATION		
	Pre-K Hdcpd	Kinder- garten	1st	2nd	3rd	4th	5th	6th	Total Elem	7th	8th	9th	10th	<u>11th</u>	12th	Sec Ungr	Total Sec	Total ** Membership	
TOTAL PUBLIC MEMBERSHIP **	3,006	22,537	22,664	22,632	22,379	21,983	22,101	22,419	156,715	22,124	21,823	22,147	21,063	21,031	19,338	0	127,526	287,247	
IDAHO SCHOOL FOR THE DEAF AND THE BLIND	5	9	10	2	0	2	0	4	27	5	13	6	6	11	9	0	50	82	
TOTAL PUBLIC MEMBERSHIP***	3,011	22,546	22,674	22,634	22,379	21,985	22,101	22,423	156,742	22,129	21,836	22,153	21,069	21,042	19,347	0	127,576	287,329	

1

\*\* Membership is defined as the net number of students enrolled (total enrollment minus total withdrawals).

\*\*\*Charter schools enrollment is included in the districts totals

8/27/2013

# APPENDIX

**19. Performance Evaluation Frameworks** 



Correlation between the **Danielson Framework for Teaching** and the Interstate Teacher Assessment and Support Consortium (InTASC) Standards Council of Chief State School Officers – ccsso.org

InTASC Standard	Danielson Framework Component(s)						
<b>#1</b> . Learner Development The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.	Planning and Preparation1b: Demonstrating Knowledge of Students1c: Setting Instructional Outcomes1e: Designing Coherent instructionInstruction3c: Engaging Students in Learning						
<b>#2: Learning Differences.</b> The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.	<b>Planning and Preparation</b> 1b: Demonstrating Knowledge of Students						
<b>#3: Learning Environment</b> The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.	Classroom Environment 2a: Creating an Environment of Respect and Rapport Instruction 3c: Engaging Students in Learning						
<b>#4: Content Knowledge.</b> The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.	Planning and Preparation 1a. Demonstrating Knowledge of Content and Pedagog 1e: Designing Coherent instruction Instruction 3c: Engaging Students in Learning						



Correlation between the **Danielson Framework for Teaching** and the **Interstate Teacher Assessment and Support Consortium (InTASC) Standards** *Council of Chief State School Officers – ccsso.org* 

InTASC Standard	Danielson Framework Component(s)
<b>#5: Application of Content.</b> The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.	Instruction 3a: Communicating with Students 3c: Engaging Students in Learning 3f: Demonstrating Flexibility and Responsiveness
<b>#6: Assessment.</b> The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.	Planning and Preparation 1f: Designing Student Assessments Instruction 3d: Using Assessment in Instruction
<b>#7: Planning for Instruction.</b> The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.	Planning and Preparation 1b: Demonstrating knowledge of students 1e: Designing coherent instruction
<b>#8: Instructional Strategies.</b> The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.	<b>Instruction</b> 3b: Using Questioning and Discussion Techniques 3c: Engaging students in learning



Correlation between the **Danielson Framework for Teaching** and the **Interstate Teacher Assessment and Support Consortium (InTASC) Standards** *Council of Chief State School Officers – ccsso.org* 

InTASC Standard	Danielson Framework Component(s)
<b>#9: Professional Learning and Ethical Practice.</b> The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.	<b>Professional Responsibilities</b> 4a: Reflecting on Teaching 4e: Growing and Developing Professionally 4f: Showing Professionalism
<b>#10: Leadership and Collaboration.</b> The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.	<b>Professional Responsibilities</b> 4c: Communicating with Families 4d: Participating in a Professional Community 4f: Showing Professionalism

#### Sample Teacher Self-Assessment Form

Name:		
School:	District:	
Grade Level(s):	Subject(s):	
Date Developed:		·

The purpose of the Self-Assessment is to allow educators to reflect on their practice, identifying their own professional strengths and areas of development. Your Self-Assessment will lead directly into the development of your Professional Learning Goals. Before completing the Self-Assessment, review any prior evaluations (especially last year's), including feedback from your prior evaluation. The areas of strengths and areas of development should be aligned with competencies in these rubrics.

#### Self-Assessment– Professional Practice

Using the Charlotte Danielson's Framework for Teaching rubric, <u>for each domain</u> identify at least one competency as a strength and at least one as an area for development. Using previous evaluations and any other relevant information, provide a rationale for why you chose these competencies.

	(EXAMPLE) Professional Practice Strength Domain 3: Instruction	(EXAMPLE) Professional Practice Area of Development Domain 3: Instruction	
LE – 3c	<i>EX:</i> <b>On my previous evaluation, I earned a "Distinguished</b> " rating on this competency with my evaluator commenting that "Nearly every student in the classroom is engaged in their work but not all are working on the same thing. The level of student choice in your class is impressive - it is clear that they find meaning in their work".		EX: <b>On my previous evaluation, I earned a "Basic"</b> rating on this competency. My evaluator commented that "Many students are reading books that are either too difficult or not challenging enough. Several opportunities exist to connect students to the curriculum through available technology but are not being utilized."
EXAMP	Also, in my end-of-year student surveys last year, 90% of my students reported that they felt connected to the topics in class and 87% reported that they felt they had choices in their learning activities. This is something I spent a great deal of time working on last year and was the focus of one of my professional growth goals.	EX	In addition to my evaluator's comments, I know that I can do a much better job of matching students to text using lexile ratings. Using our new SRI computer program, I can update student reading levels regularly and use them to better individualize reading materials.

	Summary of A Frumework jor rec		
	Domain 1		Domain 2
-	Planning and Preparation	-	The Classroom Environment
а.	Demonstrating Knowledge of Content and Pedagogy	a.	Creating an Environment of Respect and Rapport
	Knowledge of Content and the Structure of the Discipline		Teacher Interactions with Students Including Both Words and Actions
	Knowledge of the Prerequisite Relationships		Student Interactions with Other Students, Including Both Words and
	Knowledge of content-Related Pedagogy		Actions
b.	Demonstrating Knowledge of Students	b.	Establishing a Culture for Learning
	Knowledge of Child and Adolescent Development		Importance of the Content and of Learning
	Knowledge of the Learning Process		Expectations for Learning and Achievement
	Knowledge of Students' Skills, Knowledge, and Language Proficiency		Student Pride in Work
	Knowledge of Students' Interests and Cultural Heritage	с.	Managing Classroom Procedures
	Knowledge of Students' Special Needs		Management of Instructional Groups
c.	Selecting Instructional Outcomes		Management of Transitions
	Value, Sequence and Alignment		Management of materials and Supplies
	Clarity		Performance of Non-Instructional Duties
	Balance	d.	Managing Student Behavior
	Suitability for Diverse Students		Expectations
d.	Demonstrating Knowledge of Resources		Monitoring of Student Behavior
	Resources for Classroom Use		Response to Student Misbehavior
	Resources to Extend Content Knowledge and Pedagogy	e.	Organizing Physical Space
	Resources for Students		Safety and Accessibility
e.	Designing Coherent Instruction		Arrangement of Furniture and Use of physical Resources
	Learning Activities		
	Instructional Materials and Resources		
	Instructional Groups		
	Lesson and Unit Structure		
f.	Designing Student Assessments		
	Congruence with Instructional Outcomes		
	Criteria and Standards		
	Cilicia alla Stalladias		
	Design of Formative Assessments Use for Planning		
	Design of Formative Assessments Use for Planning		
	Design of Formative Assessments Use for Planning <b>Domain 4</b>		Domain 3
a.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities	a.	Instruction
a.	Design of Formative Assessments Use for Planning <b>Domain 4</b>	a.	
a.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching	a.	Instruction Communicating with Students
a. b.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy	a.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content
	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments		Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language
	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning	a. b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques
b.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records		Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts
	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families		Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques
b.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program	b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation
b.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students		Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning
b. c.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program	b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation
b.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students	b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments
b. c.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community	b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students
b. c.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School	b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction
b. c.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects	b. c.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Student Learning
b. c.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally	b. c.	InstructionCommunicating with StudentsExpectations for LearningDirections for ActivitiesExplanations of ContentUse of Oral and Written LanguageUsing Questioning and Discussion TechniquesQuality of Questions/PromptsDiscussion TechniquesStudent ParticipationEngaging Students in LearningActivities and AssignmentsGrouping of StudentsInstructional Materials and ResourcesStructure and PacingUsing Assessment in InstructionMonitoring of Student LearningFeedback to Students
b. c. d.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about the Instructional Program Information about the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skills	b. c. d.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Students Student Self-Assessment and Monitoring of Progress
b. c. d. e.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about the Instructional Program Information about the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skills Service to the Profession	b. c.	InstructionCommunicating with StudentsExpectations for LearningDirections for ActivitiesExplanations of ContentUse of Oral and Written LanguageUsing Questioning and Discussion TechniquesQuality of Questions/PromptsDiscussion TechniquesStudent ParticipationEngaging Students in LearningActivities and AssignmentsGrouping of StudentsInstructional Materials and ResourcesStructure and PacingUsing Assessment in InstructionMonitoring of Student LearningFeedback to StudentsStudent Self-Assessment and Monitoring of ProgressLesson Adjustment
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b. c. d. e.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skills Service to the Profession Integrity and Ethical Conduct Service to Students Advocacy	b. c. d.	InstructionCommunicating with StudentsExpectations for LearningDirections for ActivitiesExplanations of ContentUse of Oral and Written LanguageUsing Questioning and Discussion TechniquesQuality of Questions/PromptsDiscussion TechniquesStudent ParticipationEngaging Students in LearningActivities and AssignmentsGrouping of StudentsInstructional Materials and ResourcesStructure and PacingUsing Assessment in InstructionMonitoring of StudentsStudent Self-Assessment and Monitoring of ProgressLesson AdjustmentResponse to Students
b. c. d. e.	Design of Formative Assessments Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skills Service to the Profession Integrity and Ethical Conduct Service to Students Advocacy Decision Making	b. c. d.	InstructionCommunicating with StudentsExpectations for LearningDirections for ActivitiesExplanations of ContentUse of Oral and Written LanguageUsing Questioning and Discussion TechniquesQuality of Questions/PromptsDiscussion TechniquesStudent ParticipationEngaging Students in LearningActivities and AssignmentsGrouping of StudentsInstructional Materials and ResourcesStructure and PacingUsing Assessment in InstructionMonitoring of StudentsStudent Self-Assessment and Monitoring of ProgressLesson AdjustmentResponse to Students

## Summary of A Framework for Teaching, Charlotte Danielson, 2011

#### Sample Teacher Self-Assessment– Professional Practice

Domain	Professional Practice Strength	Professional Practice Area for Development
Domain 1 Planning and Preparation		
Domain 2 Classroom Environment		
Domain 3 Instruction		
Domain 4 Professional Responsibilities		

#### Sample Self-Assessment Narrative

Please respond to each of the following prompts below.

1. **Prioritize**. Review the three (or more) areas of development identified in your Self-Assessment and areas of strength. Reflect on your professional growth over the last year and prioritize these three to six areas of development that are most important for your professional growth and will yield the best outcomes for your students

1.			
2.			
3.			
4.			
5.			
6.			

2. Summarize. Briefly summarize the *top three* priority areas of professional growth that you plan to focus on in the coming year in two paragraphs or less. Explain why these are your priority areas of growth and how focusing on these development areas will help you improve as a professional. These areas of development will be the basis of the Professional Growth Goals in your Professional Growth Plan.

1. Is there anything else about your role as an educator this year that you feel is important to share with your evaluator (new assignment, change in curriculum, etc.)?

## **Classroom Observation Record**

**IDCCRA Virtual High School** 

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Time/Period			

Subject/Class \_\_\_\_\_

State Standard/Learning Objective: \_\_\_\_\_

DOMAIN 2: THE CLASSROOM ENVIRONMENT	DOMAIN 3: INSTRUCTION
2a: Respect and Rapport	3a: Communicating Clearly and Accurately
Teacher interaction with students. Student to student interaction	Directions and procedures. Oral and written language
Student to student interaction was positive.	Oral and written language was clear and concise
Teacher to student interaction was positive.	Verbal language was good. Directions were clear
	Great use of visuals to reinforce the instruction
2b: Culture for Learning	3b: Questioning and Discussion
Importance of content. Expectations for learning and achievement	Quality of questions. Discussion techniques. Student participation
Expectations were given at the beginning and were clearly	
communicated	Grammar Teacher said each phrase in French and then in English
Teacher referred to the importance of content Positive reinforcement was used often	Verbs: Verbes
	Very little questioning was done Some informal assessment is done
2c: Classroom Procedures	3c: Student Engagement
Management of: Instructional groups. Transitions. Materials and supplies. Non-instructional duties.	Representation of content. Activities and assignments. Grouping of students. Instructional materials and resources. Structure and
Transitions are smeeth between tonic grass	pacing.
Transitions are smooth between topic areas Whole group instruction	Structure and pacing of the lesson was good.
	All instructional materials were prepared ahead of time.
2d: Student Behavior	3d: Feedback to Students
Expectations. Monitoring of student behavior. Response to student behavior	Quality: accurate, substantive, constructive, specific. Timeliness
benavior	Teacher monitored student questions in the chat box and
Teacher monitored chat box and responded to student	gave specific and timely feedback to students Review of weekly assignments
behavior.	Gave specific examples to reinforcement lesson
	2. Flavikility and Deepensiveness
Additional Comments:	<b>3e: Flexibility and Responsiveness</b> Lesson adjustment. Response to students. Persistence
	Teacher also gave feedback and used the tools that were given to her.

#### IDCCRA Virtual Charter High School TEACHER EVALUATION FORM: SY 20??- 20??

Teacher :	School: Subject:	Date:	Evaluator:
1. PLANNING AND PREPARATION			
1a. Demonstrating Knowledge of Content and Pedagogy			
Unsatisfactory*	Basic	Proficient	Distinguished
Teacher makes content errors or does not correct content errors students make     Teacher displays little understanding of prerequisite     Instantiates	<ul> <li>Teacher displays basic content knowledge that is not connected with other parts of discipline(s)</li> <li>Teacher has some awareness of prerequisite learning (much be inserved by the prevent by the p</li></ul>	<ul> <li>Teacher displays solid content knowledge, with connections between content and other discipline(s)</li> <li>Plans reflect an understanding of prerequisite</li> </ul>	<ul> <li>Teacher displays extensive content knowledge, with evidence of continuing pursuit of such knowledge</li> <li>Teacher builds on knowledge of prerequisite</li> </ul>
<ul> <li>knowledge</li> <li>Teacher displays little understanding of pedagogical issues</li> </ul>	<ul> <li>(may be incomplete or inaccurate)</li> <li>Teacher displays basic pedagogical knowledge, but does not anticipate student misconceptions</li> </ul>	<ul> <li>relationships among topics and concepts</li> <li>A reflection of current best practices is evident, but teacher does not anticipate student misconceptions</li> </ul>	<ul> <li>relationships</li> <li>Continual search for best practices is evident, and teacher anticipates student misconceptions</li> </ul>
1b. Demonstrating Knowledge of Students			
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher displays minimal knowledge of developmental characteristics of age group</li> <li>Teacher is unfamiliar with multiple approaches to student learning (learning styles, modalities, and different "intelligences")</li> <li>Teacher does not recognize or value students' skills, knowledge, interests, or cultural heritage</li> </ul>	<ul> <li>Teachers displays general accurate knowledge of developmental characteristics</li> <li>Teacher displays general understanding of multiple approaches to student learning</li> <li>Teacher recognizes value of students' skills, knowledge, interests, or cultural heritage for the class as a whole</li> </ul>	<ul> <li>Teacher displays thorough understanding of developmental characteristics, including exceptions</li> <li>Teacher displays solid understanding of different approaches to learning exhibited by each student</li> <li>Teacher displays knowledge of and values students' skills, knowledge, interests, or cultural heritage</li> </ul>	<ul> <li>Teacher displays knowledge of developmental characteristics and the extent to which individual students follow patterns</li> <li>Knowledge of students' varied approaches to learning is reflected in instructional planning</li> <li>Teacher knows and values ALL students' skills, knowledge, interests, and cultural heritage</li> </ul>
1c. Selecting Instructional Goals			
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Goals are not valuable, represent low expectations, and do not reflect important learning</li> <li>Goals are unclear and do not permit viable methods of assessment</li> <li>Goals are not suitable for the class and are reflective of only one style of learning/discipline</li> </ul>	<ul> <li>Goals are moderately valuable in expectations or conceptual understanding for students and learning</li> <li>Goals are moderately clear or are a combination of goals and activities. Some goals are assessed through viable methods</li> <li>Most goals are suitable for most students and reflect several types of learning, but no effort at integration</li> </ul>	<ul> <li>Goals are valuable in their level of expectations, conceptual understanding, and importance of learning</li> <li>Most goals are clear and permit viable methods of assessment</li> <li>All goals are suitable for most students and reflect different types of learning and opportunities to integrate</li> </ul>	<ul> <li>Goals are clear, valuable, and relate to curriculum standards</li> <li>All goals are clear and permit viable methods of assessment</li> <li>Goals are reflective of various types of learning needs of individuals or groups and reflect student initiative in establishing important learning</li> </ul>
1d. Demonstrating Knowledge of Resources		-	
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher has no awareness of available resources within the school/district for teachers and/or students</li> </ul>	<ul> <li>Teacher has limited awareness of available resources within the school/district for teachers and/or students</li> </ul>	<ul> <li>Teacher has full awareness of available resources within the school/district for teachers and/or students</li> </ul>	<ul> <li>The teacher seeks resources for students and to enhance instruction (such as community resources), in addition to school/district resources</li> </ul>
1e. Designing Coherent Instruction			
Unsatisfactory*	Basic	Proficient	Distinguished
Learning activities are not suitable or correlated to ongoing learning, nor are they reflective of recent professional research     Resources/materials do not support instructional goals or engage students in meaningful learning     There is no variance in instructional groups and no correlation to instructional goals     The unit or lesson has no clear structure, and time allocations are unrealistic <b>1f. Assessing Student Learning</b>	<ul> <li>Some learning activities are suitable, with some correlation to ongoing learning and some reflection of professional research</li> <li>Some resources/materials support instructional goals and engage students in meaningful learning</li> <li>The instructional group's suitability to instructional goals is inconsistent, and goals have minimal variety</li> <li>Some structure to the lesson or unit is evident, but not consistent, and most time allocations are reasonable</li> </ul>	<ul> <li>Most learning activities are suitable, with consistent correlation to ongoing learning, and reflect recent professional research</li> <li>All resources/materials support instructional goals and engage most students in meaningful learning</li> <li>Instructional groups are varied, as appropriate to different instructional goals</li> <li>The lesson or unit has clear structure, and time allocations are reasonable</li> </ul>	<ul> <li>Learning activities are highly relevant to students and instructional goals and reflect recent research</li> <li>All resources/materials support instructional goals, meaningfully engage students, and show evidence of student participation in selection and adaptation</li> <li>Instructional groups are varied appropriately, and students exercise choice in selection of groups</li> <li>The lesson's/unit's structure is clear, and time allocations are flexible to meet individual needs</li> </ul>
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Content and methods of assessment lack congruence with instructional goals</li> <li>Criteria and standards of assessment are unclear</li> <li>Correlation between assessment results and planning is minimal</li> </ul>	<ul> <li>There is some congruence of assessment with instructional goals</li> <li>Goals and assessments are unclear and/or are not clearly communicated to students</li> <li>Assessment results are used to plan for the class as a whole</li> </ul>	<ul> <li>All goals are assessed, but the approach is more suitable to some than others</li> <li>Assessment criteria and standards are clear and are clearly communicated to students</li> <li>There is correlation between assessments and planning for individuals and groups</li> </ul>	<ul> <li>Assessment is congruent with instructional goals (both content and process)</li> <li>Clear criteria/standards are clearly communicated to students, with evidence of students' contribution</li> <li>Students are aware of how they are meeting standards and participate in planning the next steps</li> </ul>

\* One or more marks in the Unsatisfactory column may lead to probation or an improvement plan. Adapted from Charlotte Danielson's Enhancing Professional Practice: A Framework for Teaching

2. THE CLASSROOM ENVIRONMENT			
2a. Creating an Environment of Respect and Rapport Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher interaction with some students is negative, demeaning, sarcastic, or inappropriate. Students exhibit disrespect for the teacher</li> <li>Student interactions demonstrate conflict, sarcasm, or put-downs</li> </ul>	<ul> <li>Teacher-student interactions are generally appropriate, but may reflect inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the teacher</li> <li>Students do not behave negatively toward one another</li> </ul>	<ul> <li>Teacher-student interactions are friendly and demonstrate warmth, caring, and respect. Students exhibit respect for the teacher</li> <li>Student interactions are generally respectful</li> </ul>	<ul> <li>Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for the teacher as an individual, beyond that for the role</li> <li>Students demonstrate genuine caring for one another, as individuals and as students</li> </ul>
2b. Establishing a Culture for Learning			
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher or students convey a negative attitude toward content, suggesting that content is not important</li> <li>Students demonstrate little or no pride in their work</li> <li>Classroom environment conveys only modest expectations for student achievement</li> </ul>	<ul> <li>Teacher communicates importance of the work, but with minimal buy-in by the students</li> <li>Students invest little of their energy in the quality of the work</li> <li>Classroom environment conveys inconsistent expectations for student achievement</li> </ul>	<ul> <li>Teacher conveys genuine enthusiasm for the subject, and students are consistently committed to its value</li> <li>Students accept teacher insistence on work of highest quality and demonstrate pride in that work</li> <li>Classroom environment conveys high expectations for student achievement</li> </ul>	<ul> <li>Students demonstrate, through their active participation, curiosity, and attention to detail, that they value the content's importance</li> <li>Students take obvious pride in their work and initiate improvements in it</li> <li>Both students and the teacher establish a classroom of high expectations for the learning of all students</li> </ul>
2c. Managing Classroom Procedures			
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Groups of students not working with the teacher are not productively engaged in learning</li> <li>Classroom procedures, routines, and transitions are nonexistent or inefficient, resulting in the loss of much instructional time</li> <li>Paraprofessionals and volunteers have no clearly defined duties or have nothing to do</li> </ul>	<ul> <li>Tasks for group work are partially organized, resulting in some off-task behavior</li> <li>Classroom procedures, routines, and transitions are fairly efficient, resulting in little loss of instructional time</li> <li>Paraprofessionals and volunteers are productively engaged some of the time, but require frequent supervision</li> </ul>	<ul> <li>Tasks for group work are organized, and most students are engaged at all times</li> <li>Classroom procedures, routines, and transitions occur smoothly, resulting in little loss of instructional time</li> <li>Paraprofessionals and volunteers are productively and independently engaged during the entire class</li> </ul>	<ul> <li>Groups working independently are productively engaged at all times, with students assuming responsibility for productivity</li> <li>Classroom procedures, routines, and transitions are seamless, with students assuming considerable responsibility for efficient operation</li> <li>Paraprofessionals and volunteers contribute substantially to the classroom environment</li> </ul>
2d. Managing Student Behavior			
Unsatisfactory*     No standards of conduct appear to have been     established, or students are confused regarding     expected behavior     Student behavior is not monitored, and teacher is     unaware of misbehavior     Teacher does not respond to misbehavior, or the     response is inconsistent, or teacher does not respect     the student's dignity	<ul> <li>Basic</li> <li>Standards of conduct appear to have been established, and most students seem to understand them</li> <li>Teacher is aware of student behavior, but may miss some misbehavior</li> <li>Teacher is inconsistent in response to misbehavior, or no serious disruptive behavior occurs</li> </ul>	<ul> <li>Proficient</li> <li>Standards of conduct are clear to all students</li> <li>Teacher is alert to student behavior at all times</li> <li>Teacher's response to misbehavior is consistent and appropriate and respects the student's dignity, or student behavior is generally appropriate</li> </ul>	<ul> <li>Distinguished</li> <li>Standards of conduct are clear to all students and have been created with student input</li> <li>Teacher monitors behavior in a subtle way, while students respectfully monitor their peer's behavior</li> <li>Teacher's response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate</li> </ul>

3. INSTRUCTION 3a. Communicating Clearly and Accurately			
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher's directions and procedures are confusing</li> <li>Teacher's spoken language is inaudible, or written language is illegible, and may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused</li> </ul>	<ul> <li>Teacher's directions and procedures are clarified after initial confusion, or are excessively detailed</li> <li>Teacher's spoken language is audible, written language is legible, and both are used correctly. Vocabulary is correct, but limited or not appropriate to students' ages or backgrounds</li> </ul>	<ul> <li>Teacher's directions and procedures are clear and contain an appropriate level of detail</li> <li>Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' ages or interests</li> </ul>	<ul> <li>Teacher's directions and procedures are clear and anticipate possible student misunderstanding</li> <li>Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson</li> </ul>
3b. Using Questioning and Discussion Techniques	· · · ·	•	•
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher's questions are of poor quality</li> <li>Teacher-student interaction is predominantly recitation style, with few students participating and the teacher mediating all questions and answers</li> </ul>	<ul> <li>Teacher's questions are a combination of high and low quality, with few inviting a response</li> <li>Teacher makes some attempt to engage all students in a true discussion, with limited success</li> </ul>	<ul> <li>Teacher's questions are mostly of high quality, and teacher gives adequate time to respond</li> <li>Classroom interaction engages all students in a true discussion, with teacher stepping to the side, when appropriate</li> </ul>	<ul> <li>Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions</li> <li>Students assume considerable responsibility for the success of the discussion, initiating topics, making unsolicited contributions, and ensuring all voices are heard</li> </ul>
3c. Engaging Students in Learning	•	•	
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Representation of content is inappropriate and unclear or uses poor examples and analogies</li> <li>Activities and assignments are not age- and/or background- appropriate and do not mentally engage students</li> <li>Instructional groups are not appropriate to students or the instructional goals</li> <li>Instructional materials and resources are not suitable to meeting the instructional goals or do not engage students mentally</li> <li>The lesson has no clearly defined structure and/or the pacing is too slow or too rushed</li> </ul>	<ul> <li>Representation of content is inconsistent in quality</li> <li>Some activities and/or assignments are appropriate to students and engage them mentally, but others do not</li> <li>Instructional groups are partially appropriate to students or only moderately successful in advancing the instructional goals</li> <li>Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate</li> <li>The lesson has a recognizable structure, although not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent</li> </ul>	<ul> <li>Representation of content is appropriate and links well with students' knowledge and experience</li> <li>Most activities and assignments are appropriate to students and engage them cognitively</li> <li>Instructional groups are productive and appropriate to students and instructional goals</li> <li>Instructional materials and resources are suitable to the instructional goals and engage students mentally</li> <li>The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent</li> </ul>	<ul> <li>Students contribute to representation of content, which is appropriate and links well with their knowledge and experience</li> <li>Students initiate or adapt activities and projects to enhance understanding, and are cognitively engaged</li> <li>Instructional groups are productive and appropriate to students and instructional goals. Students influence instructional groups to advance their learning</li> <li>Instructional goals and fully engage students mentally. Student initiate choice, adaptation or creation of materials to enhance their own purposes</li> <li>The lesson's structure allows for reflection and closure. Pacing of the lesson is appropriate for all students</li> </ul>
3d. Providing Feedback to Students			
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Feedback is not provided, or it is of uniformly poor quality and is not provided in a timely manner</li> </ul>	<ul> <li>Feedback is inconsistent in quality (some elements of high quality are present, other are not) and its timeliness is inconsistent</li> </ul>	<ul> <li>Feedback is consistently high quality and is provided in a timely manner</li> </ul>	<ul> <li>Feedback is consistently high quality and is consistently provided in a timely manner, with students making prompt use of it in their learning</li> </ul>
3e. Demonstration Flexibility and Responsiveness			
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson</li> <li>Teacher ignores or brushes aside students' questions</li> <li>Teacher either gives up or blames the student or the environment for student's difficulty learning</li> </ul>	<ul> <li>Teacher attempts to adjust a lesson, with mixed results</li> <li>Teacher attempts to accommodate students' questions. The effects on the coherence of a lesson are uneven</li> <li>Teacher accepts responsibility for the success of all students, but has only a limited repertoire of instructional strategies to use</li> </ul>	<ul> <li>Teacher makes a minor adjustment to a lesson, and the lesson occurs smoothly</li> <li>Teacher successfully accommodates students' questions</li> <li>Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies</li> </ul>	<ul> <li>Teacher successfully makes a major adjustment to a lesson</li> <li>Teacher seizes a major opportunity to enhance learning, building on a spontaneous event</li> <li>Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school</li> </ul>

\* One or more marks in the *Unsatisfactory* column may lead to probation or an improvement plan. Adapted from Charlotte Danielson's *Enhancing Professional Practice: A Framework for Teaching* 

4. PROFESSIONAL RESPONSIBILITIES			
4a. Reflecting on Teaching			
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson</li> <li>Teacher has no suggestions for how a lesson may be improved another time</li> </ul>	<ul> <li>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met</li> <li>Teacher makes general suggestions about how a lesson may be improved</li> </ul>	<ul> <li>Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, and he/she can support the judgment</li> <li>Teacher makes a few specific suggestions that he/she may try another time</li> </ul>	<ul> <li>Teacher makes a thorough and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing specific examples</li> <li>Teacher offers specific alternative actions, complete with probable successes of different approaches</li> </ul>
4b. Maintaining Accurate Records	1		
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher's system for maintaining accurate records for students' completion of assignments, progress in learning, and non-instructional activities is nonexistent or in disarray, resulting in errors and confusion</li> </ul>	<ul> <li>Teacher's system for maintaining accurate records for students' completion of assignments, progress in learning, and non-instructional activities is rudimentary and partially effective</li> </ul>	<ul> <li>Teacher's system for maintaining accurate records for students' completion of assignments, progress in learning, and non-instructional activities is fully effective</li> </ul>	<ul> <li>Teacher's system for maintaining accurate records for students' completion of assignments, progress in learning, and non-instructional activities is highly effective, with students participating in the maintenance and interpretation of records</li> </ul>
4c. Communicating with Families			
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher provides minimal information to families about the instructional program or individual students, or makes either no attempt or inappropriate attempts to engage families</li> </ul>	<ul> <li>Teacher participates in the school's activities and follows the required procedures for communicating to parents, but makes modest and inconsistent efforts to engage families in the instructional program</li> </ul>	<ul> <li>Teacher provides frequent information to parents about the instructional program and individual students' progress, and efforts to engage families are frequent and successful</li> </ul>	<ul> <li>Teacher provides frequent information to parents about the instructional program and student progress, and efforts to engage families are frequent and successful. Students contribute ideas for family participation</li> </ul>
4d. Contributing to the School and District			· · ·
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher's relationships with colleagues are negative or self-serving</li> <li>Teacher avoids becoming involved in school events and/or school and district projects</li> </ul>	<ul> <li>Teacher maintains cordial relationships with colleagues to fulfill duties required by the school or district</li> <li>Teacher participates in school events and/or school and district projects when specifically asked</li> </ul>	<ul> <li>Support and cooperation characterize relationships with colleagues</li> <li>Teacher volunteers to participate in, and makes a substantial contribution to, school events and/or school and district projects</li> </ul>	<ul> <li>Support and cooperation characterize relationships with colleagues, with the teacher taking initiative in assuming leadership among the faculty</li> <li>Teacher volunteers to participate in, makes a substantial contribution to, and assumes a leadership role in school and/or district projects</li> </ul>
4e. Growing and Developing Professionally			• • •
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher engages in no professional development activities to enhance knowledge or skill</li> <li>Teacher makes no effort to share knowledge with others or contribute to the profession</li> </ul>	<ul> <li>Teacher participates in professional activities to a limited extent when they are convenient</li> <li>Teacher finds limited ways to contribute to the profession</li> </ul>	<ul> <li>Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill,</li> <li>Teacher actively assists other educators</li> </ul>	<ul> <li>Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct action research in his/her classroom</li> <li>Teacher initiates activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations</li> </ul>
4f. Showing Professionalism			
Unsatisfactory*	Basic	Proficient	Distinguished
<ul> <li>Teacher is not alert to students' needs</li> <li>Teacher contributes to school practices that result in some students being ill served by the school</li> <li>Teacher makes decisions based on self-serving interests</li> </ul>	<ul> <li>Teacher's attempts to serve students are inconsistent</li> <li>Teacher does not knowingly contribute to some students being ill served by the school</li> <li>Teacher's decisions are based on limited, though genuinely professional, considerations</li> </ul>	<ul> <li>Teacher is moderately active in serving students</li> <li>Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed</li> <li>Teacher maintains an open mind and participates in team or departmental decision making</li> </ul>	<ul> <li>Teacher is highly proactive in serving students, seeking out resources when necessary</li> <li>Teacher makes a particular effort to advocate for all students, particularly those traditionally underserved</li> <li>Teacher takes a leadership role in team or department decision making, ensuring that decisions reflect the highest professional standards</li> </ul>

\* One or more marks in the *Unsatisfactory* column may lead to probation or an improvement plan. Adapted from Charlotte Danielson's *Enhancing Professional Practice: A Framework for Teaching* 

Evaluator's Signature	Date
I understand that I will receive one copy of this report, one copy will be filed in the imply agreement, but does indicate that the information has been discussed.	ne supervisor's office, and one copy will be filed in the District Administration Office. Signing this report does not
HR Manager's Signature	Date
Employee's SignatureDate	
Employee Comments: (optional)	

## Sample Professional Learning Plan for Teacher

Please indicate with 'x' in box, if teacher is on a plan of improvement

Plan of Improvement

Name:		Position/Title:	New
Date Developed:		District:	New
Date Revised:		School(s):	New
Educator		Grade Level(s):	New
Signature	X	Subject(s):	New
Evaluator			
Signature	x		

#### Setting Goals with Primary Evaluator

The Primary Evaluator will assist the educator in setting specific and measurable Professional Learning Goals for the year. The Beginning-of-Year Conference in the beginning of the year is a time for the educator and primary evaluator to discuss and finalize goals and identify appropriate sources of professional development to help the Teacher meet those goals. Although districts may offer professional development opportunities that overlap with the Teacher's Professional Learning Goals, each Teacher is personally responsible for improving their own practice and achieving their own goals.

#### When to Revise the Professional Learning Plan

The Mid-Year Conference provides a formal opportunity for the Teacher and evaluator to discuss the Professional Learning Plan. If a Professional Learning Goal has been met before the end of the first semester, the educator should identify a new goal based on the priorities in his or her Self-Assessment and/or needs identified by the evaluator. If, at the end of the year, a Professional Learning Goal is still in the process of being achieved, and the Teacher and evaluator feel as though it is important for the Teacher to continue working toward the goal, the Teacher can keep the same goal for up to one additional year. If, at the end of the second year, the goal is still not met, it should be revised such that the action steps will better lead to the goal being met (given the goal remains relevant).

Adapted from Rhode Island 8/2012

**IDCCRA PETITION** 

## A Framework for Teaching, Charlotte Danielson, 2011

	Domain 1 Domain 2				
	Planning and Preparation		The Classroom Environment		
a.	Demonstrating Knowledge of Content and Pedagogy	a.	Creating an Environment of Respect and Rapport		
	Knowledge of Content and the Structure of the Discipline		Teacher Interactions with Students Including Both Words and Actions		
	Knowledge of the Prerequisite Relationships		Student Interactions with Other Students, Including Both Words and		
	Knowledge of Content-Related Pedagogy		Actions		
b.	Demonstrating Knowledge of Students	b.	Establishing a Culture for Learning		
	Knowledge of Child and Adolescent Development		Importance of the Content and of Learning		
	Knowledge of the Learning Process		Expectations for Learning and Achievement		
	Knowledge of Students' Skills, Knowledge, and Language Proficiency		Student Pride in Work		
	Knowledge of Students' Interests and Cultural Heritage	c.	Managing Classroom Procedures		
	Knowledge of Students' Special Needs		Management of Instructional Groups		
c.	Selecting Instructional Outcomes		Management of Transitions		
	Value, Sequence and Alignment		Management of materials and Supplies		
	Clarity		Performance of Non-Instructional Duties		
	Balance	d.	Managing Student Behavior		
	Suitability for Diverse Students	<b>u</b> .	Expectations		
d.	Demonstrating Knowledge of Resources		Monitoring of Student Behavior		
	Resources for Classroom Use		Response to Student Misbehavior		
	Resources to Extend Content Knowledge and Pedagogy	_	Organizing Physical Space		
	Resources for Students	e.			
e.	Designing Coherent Instruction		Safety and Accessibility Arrangement of Furniture and Use of Physical Resources		
с.			Arrangement of Furniture and Ose of Physical Resources		
	Learning Activities Instructional Materials and Resources				
	Instructional Materials and Resources				
	Lesson and Unit Structure				
£					
f.	Designing Student Assessments				
	Congruence with Instructional Outcomes				
	Criteria and Standards				
	Design of Formative Assessments				
	Design of Formative Assessments				
	Design of Formative Assessments Use for Planning				
	Use for Planning Domain 4		Domain 3		
	Use for Planning Domain 4 Professional Responsibilities		Instruction		
a.	Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching	a.	Instruction Communicating with Students		
a.	Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy	a.	Instruction Communicating with Students Expectations for Learning		
	Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching	a.	Instruction Communicating with Students Expectations for Learning Directions for Activities		
a. b.	Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records	a.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content		
	Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments		Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language		
	Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records	a. b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques		
b.	Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records		Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language		
	Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning		Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts		
b.	Use for Planning Domain 4 Professional Responsibilities Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families		Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques		
b.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program	b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation		
b.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students	b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students		
b. c.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues	b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources		
b. c.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry	b. c.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing		
b. c.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School	b.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction		
b. c. d.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects	b. c.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Student Learning		
b. c.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally	b. c.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Students		
b. c. d.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects	b. c.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Students Student Self-Assessment and Monitoring of Progress		
b. c. d.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about the Instructional Program Information about the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skills Service to the Profession	b. c. d.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Students		
b. c. d.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about the Instructional Program Information about the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skills Service to the Profession Showing Professionalism	b. c. d.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Students Student Self-Assessment and Monitoring of Progress Lesson Adjustment		
b. c. d.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skills Service to the Profession Showing Professionalism Integrity and Ethical Conduct	b. c. d.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Students Student Self-Assessment and Monitoring of Progress Lesson Adjustment Response to Students		
b. c. d.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about the Instructional Program Information about the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skills Service to the Profession Showing Professionalism	b. c. d.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Students Student Self-Assessment and Monitoring of Progress Lesson Adjustment Response to Students		
b. c. d.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skills Service to the Profession Integrity and Ethical Conduct Service to Students Advocacy Decision Making	b. c. d.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Students Student Self-Assessment and Monitoring of Progress Lesson Adjustment Response to Students		
b. c. d.	Use for Planning  Domain 4 Professional Responsibilities  Reflecting on Teaching Accuracy Use in Future Teaching Maintaining Accurate Records Student completion of Assessments Student Progress in Learning Non-instructional Records Communicating with Families Information about the Instructional Program Information about Individual Students Engagement of Families in the Instructional Program Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skills Service to the Profession Integrity and Ethical Conduct Service to Students Advocacy	b. c. d.	Instruction Communicating with Students Expectations for Learning Directions for Activities Explanations of Content Use of Oral and Written Language Using Questioning and Discussion Techniques Quality of Questions/Prompts Discussion Techniques Student Participation Engaging Students in Learning Activities and Assignments Grouping of Students Instructional Materials and Resources Structure and Pacing Using Assessment in Instruction Monitoring of Students Student Self-Assessment and Monitoring of Progress Lesson Adjustment Response to Students		

#### **Professional Learning Goals**

Record three Professional Learning Goals below. Your goals should be specific, measurable and aligned with specific competencies within the evaluation rubrics. Rank your goals in order of priority, recognizing that each goal is important. On the following pages, complete the Professional Learning Plan form for each goal.

Alignment to Evaluation Components	Professional Growth Goals	Status
		In Process     Not Achieved
Example: <b>Teacher Professional Practice 3d:</b> Using Assessment in Instruction, Monitoring of Student Learning	Example: In an effort to ensure all of my students make adequate yearly growth, I will create simple formative assessment strategies to include in my daily math lessons, especially those that are strongly connected to common core state standards.	In Process

Professional Learning Goal #1	:				
Action Steps and Data: Include detailed steps and the data you will use to determine whether each benchmark is met	Set benchmarks to che	<b>Evidence of Achievement:</b> <i>How do you know that your goal</i> <i>has been met?</i>			
Action Step 1:	By:	By:	Ву:	By:	
	Data:	Data:	Data:	Data:	
Action Step 2:	By:	By:	Ву:	By:	
	Data:	Data:	Data:	Data:	

Professional Learning Goal #2	:				
Action Steps and Data: Include detailed steps and the data you will use to determine whether each		: eck your progress throug your progress is adequat	m 3). Also include data	<b>Evidence of Achievement:</b> How do you know that your goal has been met?	
benchmark is met	Duu	D	D		
Action Step 1:	By:	By:	By:	By:	
	Data:	Data:	Data:	Data:	
Action Step 2:	By:	By:	Ву:	Ву:	
	Data:	Data:	Data:	Data:	

Professional Learning Goal #3	:				
Action Steps and Data:					Evidence of Achievement:
Include detailed steps and the data you will use to		eck your progress throug your progress is adequat	m 3). Also include data	How do you know that your goal has been met?	
determine whether each		, e al plog. coo lo a a equal			
benchmark is met		1 1			
Action Step 1:	By:	By:	By:	By:	-
	Data:	Data:	Data:	Data:	-
Action Step 2:	By:	By:	By:	By:	-
	Data:	Data:	Data:	Data:	-

# APPENDIX

20. Documentation for Application for Non-Profit Status



## **Application for Recognition of Exemption** Under Section 501(c)(3) of the Internal Revenue Code

OMB No. 1545-0056 Note: If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at **www.irs.gov** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Par	t I Identification of Applicant							
1	Full name of organization (exactly as it appears in your organ	nizing document)	2 c/o Name (i	f applica	ble)			-
dah	to College and Career Readiness Academy, Inc.							
3	Mailing address (Number and street) (see instructions)	Room/Sui	te 4 Employer Ident	ification NL	umber (E	IN)		
1460	02 Purple Sage Road			46-229	98596			
	City or town, state or country, and ZIP + 4	k	5 Month the annu	ual account	ting peri	od end	s (01 - 1	2)
Cald	Jwell, Idaho 83607		06					
6	Primary contact (officer, director, trustee, or authorized re a Name: Kerry Wysocki, Board President	epresentative)	b Phone:	20	8-888	-5334		e.
			c Fax: (optiona	al)				
8	provide the authorized representative's name, and the name representative's firm. Include a completed Form 2848, Por Representative, with your application if you would like us to Was a person who is not one of your officers, directors, tr representative listed in line 7, paid, or promised payment, the structure or activities of your organization, or about yo provide the person's name, the name and address of the	wer of Attorney ar to communicate w rustees, employee to help plan, man pur financial or tax	d Declaration of rith your represent s, or an authorized age, or advise yo matters? If "Yes,"	d u about		Yes		No
	promised to be paid, and describe that person's role. Organization's website: none at this time, though should	he developed in	early 2014					
	•	be developed in	carry 2014					
b	Organization's email: (optional)							
	Certain organizations are not required to file an information are granted tax-exemption, are you claiming to be excuse "Yes," explain. See the instructions for a description of org Form 990-EZ.	d from filing Form	990 or Form 990	-EZ? If		Yes		No
1	Date incorporated if a corporation, or formed, if other than	n a corporation.	(MM/DD/YYYY)	03 /	18	/	2013	
	Were you formed under the laws of a <b>foreign country?</b> If "Yes," state the country.					Yes		No
or P	aperwork Reduction Act Notice, see page 24 of the instruction	ns. Ca	at. No. 17133K		Form	1023	(Rev. 6-	2006

Form	1023 (Rev. 6-2006) Name: Idaho College and Career Readiness Academy, Inc. EIN: 46 _ 2298596	Pa	age <b>2</b>
Par	rt II Organizational Structure		
	must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax of a instructions.) <b>DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.</b>	exempt.	
1	Are you a <b>corporation</b> ? If "Yes," attach a copy of your articles of incorporation showing <b>certification If</b> Yes <b>of filing</b> with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.		No
2	Are you a <b>limited liability company (LLC)</b> ? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application.		No
3	Are you an <b>unincorporated association</b> ? If "Yes," attach a copy of your articles of association, Constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.		No
4a	Are you a <b>trust</b> ? If "Yes," attach a signed and dated copy of your trust agreement. Include signed <b>Yes</b> and dated copies of any amendments.		No
b	Have you been funded? If "No," explain how you are formed without anything of value placed in trust.		No
5	Have you adopted <b>bylaws</b> ? If "Yes," attach a current copy showing date of adoption. If "No," explain Ves how your officers, directors, or trustees are selected.		No
Par	rt III Required Provisions in Your Organizing Document		
to me does	following questions are designed to ensure that when you file this application, your organizing document contains the requir eet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing do not meet the organizational test. <b>DO NOT file this application until you have amended your organizing document</b> . Sub- nal and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your applica-	nit your	sions
1	Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph):		
	Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.		
2b	If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a.		
	See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:	_	
Par	rt IV Narrative Description of Your Activities		
this in applic detail	g an attachment, describe your <i>past, present,</i> and <i>planned</i> activities in a narrative. If you believe that you have already provi nformation in response to other parts of this application, you may summarize that information here and refer to the specific cation for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for Is to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrat ription of activities should be thorough and accurate. Refer to the instructions for information that must be included in your	parts of supportitive	the ing

# Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Kerry Wysocki	President/Treasurer	14602 Purple Sage Road Caldwell, Idaho 83607	None
Chris Wood	Vice-President/Secretary	5518 West Chandra Lane Boise, Idaho 83705	None
Larry Howerton	Director	2401 West Main Street Boise, Idaho 83702	None

Part V Compensation and	daho College and Career Readine Other Financial Arrangement dependent Contractors (Contir	s With Your Officers, Directors,	Trustees,	Page
receive compensation of more	e than \$50,000 per year. Use the a	highest compensated employees when the total figure, if available. Refer to the officers, directors, or trustees listed	instructions for	
Name	Title	Mailing address	Compensation (annual actual	
Not hired yet	Administrator/Head of School			90,000
that receive or will receive cor		your five highest compensated <b>inder</b> per year. Use the actual figure, if avai		
lame	Title	Mailing address	Compensation (annual actual of	
K12 Virtual Schools LLC		2300 Corporate Park Dr., Ste 200		95,000
		Herndon, Virginia 20171		
	2.82.0*			
		tionships, transactions, or agreements v ted independent contractors listed in line		
2a Are any of your officers, direct	ors, or trustees <b>related</b> to each other o	ner through family or business	☐ Yes	No No
b Do you have a business relation through their position as an of	onship with any of your officers, di	rectors, or trustees other than identify the individuals and describe	🗌 Yes	🗹 No
c Are any of your officers, direct highest compensated indepen	tors, or trustees related to your hig dent contractors listed on lines 1b v the individuals and explain the rel	hest compensated employees or or 1c through family or business	🗌 Yes	🗹 No
		ed employees, and highest 1c, attach a list showing their name,		
compensated independent con other organizations, whether ta	ors, trustees, highest compensated ntractors listed on lines 1a, 1b, or ax exempt or taxable, that are rela individuals, explain the relationship compensation arrangement.	1c receive compensation from any ted to you through common	☐ Yes	₽ No
employees, and highest comp	ion for your officers, directors, trus ensated independent contractors I nended, although they are not requise.	isted on lines 1a, 1b, and 1c, the		
b Do you or will you approve co	mpensation arrangements in advar	nts follow a conflict of interest policy? nce of paying compensation? proved compensation arrangements?	Yes Yes ? Yes	□ No □ No □ No

orm	1023 (Rev. 6-2006) Idaho College and Career Readiness Academy, Inc. 46 229	859	6	Pa	ge <b>4</b>
Pai	t V Compensation and Other Financial Arrangements With Your Officers, Directors, T Employees, and Independent Contractors (Continued)	rus	tees,		<u> </u>
d	Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?		Yes		No
e	Do you or will you approve compensation arrangements based on information about compensation paid by <b>similarly situated</b> taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	V	Yes		No
f	Do you or will you record in writing both the information on which you relied to base your decision and its source?		Yes		No
g	If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is reasonable for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.		ч. -		
5a	Have you adopted a <b>conflict of interest policy</b> consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.		Yes		No
b	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?				
с	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?				
	<b>Note:</b> A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.				
à	Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through <b>non-fixed payments</b> , such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.		Yes		No
b	Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.		Yes		No
	Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at <b>arm's length</b> , and explain how you determine or will determine that you pay no more than <b>fair market value</b> . Attach copies of any written contracts or other agreements relating to such purchases.		Yes		No
b	Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.		Yes		No
	Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.		Yes		No
	Describe any written or oral arrangements that you made or intend to make. Identify with whom you have or will have such arrangements.				
	Explain how the terms are or will be negotiated at arm's length.				
e	Explain how you determine you pay no more than fair market value or you are paid at least fair market value. Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.				
	Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.		Yes		No

Form	1023 (Rev. 6-2006) Name: Idaho College and Career Readiness Academy, Inc. EIN: 46 _ 22	2 <b>98</b> 59	6	Pa	ige 5
Ра	rt V Compensation and Other Financial Arrangements With Your Officers, Directors, Employees, and Independent Contractors (Continued)	Trus	tees,		
c d	Describe any written or oral arrangements you made or intend to make. Identify with whom you have or will have such arrangements. Explain how the terms are or will be negotiated at arm's length. Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.				
f	Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.				
Pa	rt VI Your Members and Other Individuals and Organizations That Receive Benefits F	rom	You		
	following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and c our activities. Your answers should pertain to <i>past, present,</i> and <i>planned</i> activities. (See instructions.)	organi	zations	as p	art
1a	In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.		Yes		No
b	In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.		Yes		No
2	Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.		Yes	2	No
3	Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.		Yes		No
	rt VII Your History				
The	following "Yes" or "No" questions relate to your history. (See instructions.)				,
1	Are you a <b>successor</b> to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G.		Yes		No
2	Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E.		Yes		No
Par	t VIII Your Specific Activities				
	following "Yes" or "No" questions relate to specific activities that you may conduct. Check the approprivers should pertain to <i>past, present,</i> and <i>planned</i> activities. (See instructions.)	iate b	ox. You	Jr	
1	Do you support or oppose candidates in <b>political campaigns</b> in any way? If "Yes," explain.		Yes		No
2a	Do you attempt to <b>influence legislation</b> ? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a.		Yes		No
b	Have you made or are you making an <b>election</b> to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.		Yes		No
3a	Do you or will you operate bingo or <b>gaming</b> activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. <b>Revenue and expenses</b> should be provided for the time periods specified in Part IX, Financial Data.		Yes		No
b	Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements.		Yes		No
c	List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.				

Form	1023 (Rev. 6-2006) Name: Idaho College and Career Readiness Academy, Inc. <u>46 22</u>	9859	6	Pa	age <b>6</b>
Pa	rt VIII Your Specific Activities (Continued)				
<b>4</b> a	Do you or will you undertake <b>fundraising?</b> If "Yes," check all the fundraising programs you do or will conduct. (See instructions.)		Yes		No
	Mail solicitations				
	email solicitations				
	Personal solicitations	web	site		
	<ul> <li>□ vehicle, boat, plane, or similar donations</li> <li>✓ government grant solicitations</li> <li>✓ Other</li> </ul>				
	Attach a description of each fundraising program.				
b	Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements.		Yes		No
c	Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements.		Yes		No
d	List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.				
e	Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors.		Yes		No
5	Are you affiliated with a governmental unit? If "Yes," explain.		Yes		No
<b>6</b> a	Do you or will you engage in economic development? If "Yes," describe your program.		Yes		No
	Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.				
7a	Do or will persons other than your employees or volunteers <b>develop</b> your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees.		Yes		No
b	Do or will persons other than your employees or volunteers <b>manage</b> your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees.		Yes		No
c	If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.				
8	Do you or will you enter into <b>joint ventures</b> , including partnerships or <b>limited liability companies</b> treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate.		Yes		No
<b>9</b> a	Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10.		Yes		No
b	Do you provide child care so that parents or caretakers of children you care for can be <b>gainfully employed</b> (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).		Yes		No
с	Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).		Yes		No
d	Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k).		Yes		No
10	Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other <b>intellectual property</b> ? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed.		Yes		No

	1023 (Rev. 6-2006) Name: Idaho College and Career Readiness Academy, Inc. EIN: 46 _ 22	9859	6	Pa	ge <b>7</b>
Pa	rt VIII Your Specific Activities (Continued)				
11	Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.		Yes		No
	Do you or will you operate in a <b>foreign country</b> or <b>countries?</b> If "Yes," answer lines 12b through 12d. If "No," go to line 13a. Name the foreign countries and regions within the countries in which you operate.		Yes		No
	Describe your operations in each country and region in which you operate. Describe how your operations in each country and region further your exempt purposes.				λ
13a	Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.		Yes		No
b	Describe how your grants, loans, or other distributions to organizations further your exempt purposes.				
d e	Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. Identify each recipient organization and any <b>relationship</b> between you and the recipient organization. Describe the records you keep with respect to the grants, loans, or other distributions you make. Describe your selection process, including whether you do any of the following:		Yes		No
	(i) Do you require an application form? If "Yes," attach a copy of the form.	П	Yes		No
	<ul> <li>(ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.</li> </ul>		Yes		No
g	Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.				
14a	Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.		Yes		No
b	Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.				
c	Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.		Yes		No
d	Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.		Yes		No
e	Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.		Yes		No
f	Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.		Yes		No

Form	1 1023 (Rev. 6-2006) Name: Idaho College and Career Readiness Academy, Inc. EIN: 46 _ 22	98596	Pa	ige <b>8</b>
Pa	rt VIII Your Specific Activities (Continued)			<u> </u>
15	Do you have a close connection with any organizations? If "Yes," explain.	Ves		No
16	Are you applying for exemption as a <b>cooperative hospital service organization</b> under section 501(e)? If "Yes," explain.	2 Yes		No
17	Are you applying for exemption as a <b>cooperative service organization of operating educational</b> organizations under section 501(f)? If "Yes," explain.	□ Yes		No
18	Are you applying for exemption as a charitable risk pool under section 501(n)? If "Yes," explain.	Yes		No
19	Do you or will you operate a <b>school</b> ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.	Yes		No
20	Is your main function to provide hospital or medical care? If "Yes," complete Schedule C.	Yes		No
21	Do you or will you provide <b>low-income housing</b> or housing for the <b>elderly</b> or <b>handicapped</b> ? If "Yes," complete Schedule F.	□ Yes		No
22	Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H.	□ Yes		No

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

# Name: Idaho College and Career Readiness Academy, Inc.

EIN: 46 \_ 2298596

Part IX Financial Data

Form 1023 (Rev. 6-2006)

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

			A. Statement	of Revenues and	Expenses	-	
		Type of revenue or expense	Current tax year		years or 2 succeedin	g tax years	
			(a) From 2013 To 2014	(b) From 2014 To 2015	(c) From. 2015 To 2016	(d) From To	<ul> <li>(e) Provide Total for (a) through (d)</li> </ul>
	1	Gifts, grants, and contributions received (do not include unusual grants)	10,000	1,150,000	975,000		2,125,010
	2	Membership fees received	0	0	0		0
	3	Gross investment income	0	0	0		0
	4	Net unrelated business income	0	0	0		0
	5	Taxes levied for your benefit	0	0	0		0
Revenues	6	Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	0	0	0		0
Rev	7	Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)	0	166,000	636,250		802,250
	8	Total of lines 1 through 7	10,000	1,316,000	1,611,250		2,937,250
	9	Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	0	0	0		0
	10	Total of lines 8 and 9	10,000	1,316,000	1,611,250		2,937,250
	11	Net gain or loss on sale of capital assets (attach schedule and see instructions)	0	0	0		0
	12	Unusual grants	0	0	0		0
	13	Total Revenue Add lines 10 through 12	10,000	1,316,000	1,611,250		2,937,250
	14	Fundraising expenses	0	0	0		PONTATE A TASK
	15	Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	0	0	0		
	16	Disbursements to or for the benefit of members (attach an itemized list)	0	0	0		
nses	17	Compensation of officers, directors, and trustees	0	0	0		
en	18	Other salaries and wages	0	406,000			
Expei	19	Interest expense	0	0	0		
_	20	Occupancy (rent, utilities, etc.)	1,000	60,000	60,000		Reside
	21	Depreciation and depletion	5,000	5,000	6,250		
	22	Professional fees	5,000	5,000	0,230		
	23	Any expense not otherwise classified, such as program services (attach itemized list)	2,850	845,000	1,045,000		
	24	Total Expenses Add lines 14 through 23	8,850	1,316,000	1,611,250		

	n 1023 (Rev. 6-2006) Name: Kullio Concege and Gareer redunitess Adademy, inc. EIN: 40 - 4				
Pa	B. Balance Sheet (for your most recently completed tax year)		Year End	. 20	13
			(Whole	•	
1	Assets Cash	1	(441018		, <b>00</b> 0
2		2			
3		3			
4	Bonds and notes receivable (attach an itemized list)	4			
5	Corporate stocks (attach an itemized list)	5			
6	Loans receivable (attach an itemized list)	6			
7	Other investments (attach an itemized list)	7			
8	Depreciable and depletable assets (attach an itemized list)	8			
9	Land	9			
10	Other assets (attach an itemized list)	10			
11	Total Assets (add lines 1 through 10)	11		10	,000
	Liabilities			10	,000
12		12 13	···		_
13	Contributions, gifts, grants, etc. payable	13			
14	Mortgages and notes payable (attach an itemized list)	14			
5	Other liabilities (attach an itemized list)	16			
6	Total Liabilities (add lines 12 through 15)				
7	Total fund balances or net assets	17			
8	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18			0
9	Have there been any substantial changes in your assets or liabilities since the end of the period		Yes		No
	shown above? If "Yes," explain.  rt X Public Charity Status				
s a lete	more favorable tax status than private foundation status. If you are a private foundation, Part X is designmine whether you are a <b>private operating foundation</b> . (See instructions.) Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.	igned	lic chari to furthe Yes	er 	
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orm	1023 (Rev. 6-2006) Idaho College and Career Readiness Academy, Inc. 46 2298596	Page 1
Par	rt X Public Charity Status (Continued)	
e f	509(a)(4)—an organization organized and operated exclusively for testing for public safety. 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.	
g	509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.	
h	509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross <b>investment income</b> and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).	
i	A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.	
6	If you checked box g, h, or i in question 5 above, you must request either an <b>advance</b> or a <b>definitive ruling</b> by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.	
а	<b>Request for Advance Ruling:</b> By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, <i>Extending the Tax</i> Assessment <i>Period</i> , provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at <i>www.irs.gov</i> or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.	
	Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Co	do
	For Organization	
	For Organization (Signature of Officer, Director, Trustee, or other authorized official) (Date)	
	For Organization (Signature of Officer, Director, Trustee, or other authorized official) (Type or print name of signer) (Date) (Type or print title or authority of signer)	
	For Organization         (Signature of Officer, Director, Trustee, or other authorized official)       (Type or print name of signer)       (Date)         (Type or print title or authority of signer)       (Date)         For IRS Use Only       For IRS Use Only	
	For Organization         (Signature of Officer, Director, Trustee, or other authorized official)       (Type or print name of signer)       (Date)         (Type or print title or authority of signer)       (Date)         For IRS Use Only       (Type or print title or authority of signer)       (Date)         IRS Director, Exempt Organizations       (Date)         Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box q in line 5 above. If you checked box q in line 5 above, make the full of	
	For Organization         (Signature of Officer, Director, Trustee, or other authorized official)       (Type or print name of signer)       (Date)         (Type or print title or authority of signer)       (Date)         For IRS Use Only       (Date)         IRS Director, Exempt Organizations       (Date)         Pequest for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).         (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses.	
	For Organization         (Signature of Officer, Director, Trustee, or other authorized official)       (Type or print name of signer)       (Date)         (Type or print title or authority of signer)       (Date)         For IRS Use Only       (Date)         IRS Director, Exempt Organizations       (Date)         Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).         (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses.	

Form 1023 (Rev. 6-2006)	Name: Idaho College and Ca	areer Readiness Academy, Inc.	EIN: 46 -	2298596	6	Page	e 12
Part XI User Fe	e Information						
annual gross receipts your gross receipts h is \$300. See instruction made payable to the	ser fee payment with this applicatio, have exceeded or will exceed \$10, ave not exceeded or will not exceed ons for Part XI, for a definition of gr United States Treasury. User fees a box, or call Customer Account Servi	,000 annually over a 4-year period d \$10,000 annually over a 4-year p ross receipts over a 4-year period are subject to change. Check our v	l, you must sub period, the requ d. Your check of website at www	omit payr uired use or money	ment of r fee p order	f \$75 ayme must	0. If ent t be
If "Yes," check th	I gross receipts averaged or are they ne box on line 2 and enclose a user fe e box on line 3 and enclose a user fee	ee payment of \$300 (Subject to chan	nge-see above	).	Yes		No
2 Check the box if	you have enclosed the reduced user	fee payment of \$300 (Subject to cha	ange).				
3 Check the box if	you have enclosed the user fee paym	nent of \$750 (Subject to change).					
I declare under the penalt application, including the	les of perjury that I am authorized to sign i accompanying schedules and attachments	this application on behalf of the above or a, and to the best of my knowledge it is tr	ganization and the	at I have e complete.	xamined	l this	
Please Sign Here (Signature authorized	e of Officer, Director, Trustee, or other d official)	(Type or print name of signer)		(Date)			•••••
		(Type or print title or authority of si					

Reminder: Send the completed Form 1023 Checklist with your filled-in-application. Form 1023 (Rev. 6-2006)

**PART 1** 7, 8 Was a person is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, pair, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? YES

Chris Yorgason Yorgason Law Offices, pllc 6200 N. Meeker Place Boise, Idaho 83713

Mr. Yorgason is paid an hourly rate of 150.00 to help Idaho College and Career Readiness Academy, Inc. in completing the 501(c)(3) application.

**PART II** 1. Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.

See Articles of Incorporation, attached hereto as Exhibit A.

5. Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.

See Bylaws, attached hereto as Exhibit B.

PART IV Using an attachment, describe your past, present and planned activities in a narrative.

The Idaho College and Career Readiness Academy (IDCCRA) is applying to be a public charter school, authorized by the Idaho Public Charter School Commission. The vision of IDCCRA is to inspire every student to succeed in their academic and occupational pursuits and to provide students the opportunity to obtain academic and career skills needed to be successful in post-secondary and career endeavors. High school students from all areas of Idaho may enroll into IDCCRA.

IDCCRA will be a quality virtual charter school that uses technology to connect high school students, parents, and teachers throughout the state of Idaho, in a 21<sup>st</sup> century learning community focused on results. The IDCCRA team of hard working, highly qualified staff, in partnership with parents, will strive for student mastery of a rigorous, research-based curriculum aligned to Idaho academic standards. Delivered on and offline, this unique program will put public school accountability, teacher competence, and meaningful parent/adult involvement at the center of student learning. IDCCRA will provide a high-quality, innovative, and effective individualized virtual charter school education to students who, for a variety of reasons, choose to be, or must be, educated in a virtual school setting.

IDCCRA will offer students a comprehensive high school program that will include occupational opportunities for students. Professional-Technical Education (PTE) course offerings will allow students to explore and focus on occupations of interest. These programs will have the capacity

Page 1

to enrich a student's educational experience while maximizing their ability to be successful within the community and work force. Successful completion of these courses will:

- Provide students the foundation to be successful in pursuing post-secondary occupational certifications
- Provide the career and technical skills required to be marketable in Idaho business and industry.

To guide students towards academic success, IDCCRA will call for all students to attend an enrollment meeting that will include the creation of an Individualized Learning Plan (ILP). Through the ILP, students will create a path towards graduation and post secondary school or-career options in conjunction with the counseling department.

#### Educational Program

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

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

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

#### **Core of Instruction**

Instruction is inclusive of subject matter content and course offerings. Patterns of instructional organization will be determined by a qualified School Administrator and teaching team, and they will ensure that state standards are met. This will include special instruction that allows Limited-English Proficient students to participate successfully in all aspects of the school's curriculum and keep up with other students in the standard education program. It will also include special

Page 2

learning opportunities for accelerated, learning disabled students, and students with other disabilities.

With that in mind, the curriculum choice is important. IDCCRA intends to offer students a comprehensive high school program that will include academic and occupational classes for students. It is important to the Board to ensure that its curriculum choice is capable of engaging students of all levels. With the complexity of providing courses in a virtual environment, IDCCRA made the decision to go with K12 Inc. as its curriculum provider.

K12 Inc is a leading provider of individualized education solutions for students, and provides a proven depth of understanding that will enhance the student experience. The curriculum can be readily adapted based on student need. The delivery system is able to monitor and report student performance allowing for identification of student's progress toward achieving learner goals and program area performance standards.

#### **Methods of Instruction**

All courses of instruction will comply with state statutes and the rules of the Idaho State Board of Education. All teachers will be certified to teach their assigned courses pursuant to Idaho Code.

The teacher will work with the multiple learning styles of their student by using interactive and multi-media content. The teacher will utilize synchronous and asynchronous tools to interact with the students. Blackboard Connect, a fully-hosted and secure learning platform, will be used in the synchronous classroom environment. The teacher will deliver assignments, projects and assessments that are aligned with Idaho standards. If a student qualifies for special education services, the special education teacher will also be part of the process. Teachers will be able to provide lessons that are digitally recorded for students to refer back to. Teachers will use observational data, such as traditional grading mechanism and tracking data via email and logins. Assignments have the potential to be automatically graded and recorded, or teacher graded.

The use of data to evaluate student progress could prompt additional help that could include inclass remediation, tutoring, or evaluation for special education services. Data indicators include, but are not limited to:

- Not reaching grade level on state adopted standardized tests;
- Meeting criteria for Special Education services as set forth in IDEA and clarified in the most recent Idaho Special Education Manual.
- Student's classroom performance.

Teachers will receive training on the learning management system and the curriculum prior to the beginning of school, and will receive in-service opportunities throughout the year. Additionally, teachers will be engaged in the act of direct and indirect teaching throughout the day using a variety of proven teaching techniques including: tactile, visual, kinesthetic, auditory, group, and independent approaches. By taking into account and addressing the varying developmental rates and learning modalities of the student population, it is possible through this

Page 3

**IDCCRA PETITION** 

indirect and direct-teaching and monitoring approach to keep curricula challenging and the expectations for learning high.

Parents will benefit by having the ability to login and follow the student's progress on grades, assignments, and upcoming tests, making them a vital part of the student's education.

#### **Instruction Courses**

All students will participate in a common core of instruction that will fulfill the goals and curriculum of the Idaho State Standards for English, math, science, and social studies:

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

Students will also be required to participate in occupational courses every year while enrolled at IDCCRA:

- 1. The freshman introduction course will expose students to major concepts encountered in occupational programs;
- 2. The sophomore foundations course will focus on developing knowledge of research and design, problem solving, and creating solutions to various challenges;
- 3. The junior focus course will allow students to focus their studies on a specific area of occupational interest;
- 4. The senior capstone course further develops the students exposure to their chosen area of occupational interest by providing the opportunity to create solutions to problems that they may encounter in industry.

#### Special Needs Students

IDCCRA welcomes the opportunity to serve students with disabilities. The founders believe strongly that all students have strengths and weaknesses that must be recognized and accommodated in order to reach their full potential as a contributing member of society. IDCCRA will not deny enrollment to a student with a disability solely because of that student's need for special or related services.

Page 4

Students with disabilities will be served in accordance with federal and state regulations including Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Educational Act and subsequent amendments and the Americans with Disabilities Amendment Act. A free and appropriate public education will be provided to students with disabilities in accordance with their Individualized Education Plans (IEPs).

IDCCRA will adopt and comply with the most up-to-date version of the "Idaho Special Education Manual." The "Idaho Special Education Manual" will be used for identifying, evaluating, programming, developing individualized education plans, planning services, informing about the discipline policy, budgeting, and providing transportation for special needs students, as necessary.

IDCCRA will work to accommodate students with all disabilities who are using the K<sup>12</sup> webbased courses in a distance learning setting. IDCCRA will offer necessary accommodations by procuring the technology and other services required in the student's IEP to aid these students in navigating through their courses. Further, K<sup>12</sup>'s experience making web-based content more accessible to students with disabilities includes incorporating audio and video enhancements into the courses and using equivalent alternatives to accommodate various disabilities, such as using text equivalents and various forms of assistive technology. All materials meet the requirements of the National Instructional Materials Accessibility Standards (NIMAS).

#### Admission Procedures

IDCCRA will be open to all students. The school will not discriminate based on race, creed, color, gender, national origin, or ancestry. Special needs will not be a factor in admission decisions. The school will not charge tuition for students residing in the state of Idaho, though the Board may choose to charge fees as allowed by state law.

The enrollment deadline from year to year could change based the start date of the annual school calendar adopted by the Board each year. Enrollment deadlines will be posted on the website and advertised during each enrollment period.

The request for admission and enrollment will be conducted online. A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a student in Idaho may complete an application for enrollment. Requests for admission must be completed before the posted enrollment deadline. Otherwise, enrollment will be allowed for the following semester.

The enrollment area for the IDDCRA will be the statewide. Once a student is enrolled, the student will not be required to reapply each year thereafter.

There will not be an enrollment cap utilized at the IDCCRA. The educational delivery model is scalable. If a student completes enrollment prior to the posted enrollment deadline, the student will be allowed to attend school. Students located within the attendance area of the IDCCRA will have the option to enroll in the existing public schools or charter schools currently serving

Page 5

their area. There will be no requirement for students to attend the Idaho College and Career Readiness Academy.

**Business** Plan

#### **Business description**

IDCCRA is organized exclusively for educational purposes within the meaning of IRC Section 501(c) (3) of the Internal Revenue Code. The corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provision 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).

#### Marketing plan

The IDCCRA Board of Directors will work with K12 on target marketing to increase awareness as described below:

- IDCCRA representatives will meet with community leaders, including those in minority and low-income areas, both urban and rural, to recruit students.
- Information sessions open to interested families and the general public will be held in communities throughout Idaho and online. Information sessions will be advertised in various print and electronic media. During these sessions, prospective patrons have the opportunity to interact with the IDCCRA curriculum, including lessons and materials, and have questions answered. Enrollment forms and applications will be accepted at the information sessions. The same format is followed during the online sessions.
- The school will establish a website and will use this as the primary mechanism to communicate with interested families.
- The school will establish a call center to provide information to prospective applicants.
- IDCCRA staff may participate in television, radio and newspaper interviews as necessary.
- Enrollment applications for IDCCRA will be available online as well as at IDCCRA's administrative office.
- After initial enrollment is finalized, parents of students enrolled in IDCCRA will be invited to one of several parent orientation sessions that will be conducted throughout the state. At the orientation session, parents will meet the administrative staff, teachers, and K12 representatives. Sessions will be designed to inform parents about navigating the program, technical support, lesson delivery, effective communication, school policies

#### Management plan

IDCCRA and K12 intend to enter into an agreement for the provision of educational products and services. Before entering into this agreement, the Board determined that it provides for a well-developed and viable management structure. The Board will evaluate K12's performance annually. The Board will review monthly finance reports, monthly academic reports, evaluation

#### TIN # 46-2298596

of the data on student withdrawals and year over year retention rate, and most importantly student academic achievement. The Head of School will be required to provide this information at each board meeting. Even though the Head of School is not employed directly by the Board, the two entities must work hand in hand in order for the school to be successful. Establishing a strong line of communication and partnership between the Board and K12 Inc., the Board and the Head of School, and among all parties and the sponsor authority will be vital to the success IDCCRA is able to provide for students.

#### School's financial plan

#### Budget

The budget for IDCCRA will be prepared in compliance with section 33-801, Idaho Statutes and policy of the State Board of Education. Budgets will be presented annually at a public hearing in June of each year. Board approve budgets will be delivered to the State Department of Education as required prior to the start of the school year. Copies of the budget will be provided to the authorizing body. The budget will be prepared, approved and filed as prescribed by the State Department of Education guidelines.

Fiscal oversight will remain the responsibility of the IDCCRA Board. Fiscal reports will be prepared and submitted to the Board monthly. The monthly reporting will ensure that we stay on track throughout the year. IDCCRA will have a fiscal audit conducted annually to ensure fiscal integrity.

#### Income Sources

Funding sources will include state allocation per pupil and an Albertson Foundation Charter Start Grant.

#### Purchasing Process

IDCCRA Business Manager will determine procedures for procuring goods and services, with approval of the Board of Directors.

#### **Payroll Processing**

Payroll will be fulfilled by the IDCCRA Business Manager, with approval of the Board of Directors.

#### **Financial Management**

The accounting records will be kept in accordance with generally accepted accounting principles.

PART V 3a. For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing

their name, qualifications, average hours worked, and duties.

#### Kerry Wysocki – President/Treasurer

Mr. Wysocki is the general manager of Northwest Machining and Mfg., Inc., a precision machine shop that manufactures parts for the aerospace, nuclear and defense industries. In his role with IDCCRA, he will be serving as president and treasurer of the board of directors. He will be involved in all board duties, responsibilities and decisions. The time commitment will vary depending on the specific needs of the school.

#### Chris Wood – Vice-President/Secretary

Mr. Wood is currently working as a high school instructor at an Idaho virtual charter school, teaching English, journalism, web design, videography and technology. In his role with IDCCRA, he will be serving as vice-president and secretary of the board of directors. He will be involved in all board duties, responsibilities and decisions. The time commitment will vary depending on the specific needs of the school.

#### **Orval Mauldin - Director**

Mr. Mauldin is a former high school teacher and current high school golf school at a local charter school. In his role with IDCCRA, he will be serving as a member of the board of directors. He will be involved in all board duties, responsibilities and decisions. The time commitment will vary depending on the specific needs of the school.

#### K12 Virtual Schools LLC

K12 is a Delaware limited liability company that focuses on promoting and encouraging new methods of effective education and implementing innovative and effective instructional systems in elementary and secondary education. K12 will provide IDCCRA with a variety of educational products and services, including curriculum and administrative and technology services. K12 will be responsible for hiring the Head of School and other administrative staff. Because K12 will be involved in the curriculum and administration of the school, they (or their hired staff/employees) will be involved on a full-time basis.

5a. Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.

See Bylaws, Section 11.4, attached hereto as Exhibit B.

PART VI <u>1a</u> In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.

IDCCRA is a public charter school authorized under the laws of the State of Idaho. As such, IDCCRA will provide educational opportunities to individuals who enroll at the school.

3. Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or independent contractors?

IDCCRA is public charter school and enrollment is open to all public school students. Children of directors or children of other individuals with a family or business relationship with the school have an equal opportunity to attend IDCCRA as any other children within the state of Idaho.

PART VIII <u>4a</u> Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct.

IDCCRA receives nearly all of its funding from the State of Idaho educational budget. IDCCRA may supplement its funding through mail solicitations, email solicitations, personal solicitations, foundation grant solicitations, phone solicitations, voluntary donations, government grant solicitations or even through the use of social media. At this time, IDCCRA does not have a formal fundraising process established.

5. Are you affiliated with a governmental unit? If "Yes," explain.

The Idaho College and Career Readiness Academy is a public charter school operating under the laws of the State of Idaho and authorized by the Idaho Public Charter School Commission.

7.b. Do or will persons other than your employees or volunteers manage your activities or facilities? Yes.

IDCCRA intends to contract with K12 Virtual Schools LLC, a Delaware limited liability company, to provide certain management services. Specifically, K12 will hire a Head of School or equivalent administrative staff position, to manage the school and ensure financial solvency. There are no business or family relationships between K12 and members of the board of directors. IDCCRA will be ultimately responsible for hiring the teachers and other student support staff (such as nurses and counselors) for the school.

#### PART IX Financial Data

IDCCRA is applying to be granted authorization by the Idaho Public Charter School Commission in the hopes of beginning to teaching classes in the late summer/early fall of 2014. Consequently, IDCCRA does not have any historical budget or financial data to provide.

Attached hereto as Exhibit C, IDCCRA has provided its start-up budget and budget assumptions, its 3-year operating budget form and its month-by-month projected cash flow for the first year of its operation, as submitted as part of its charter application.

#### SCHEDULE B

**SECTION 1** 1b. Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school. If "No," do not complete the remainder of Schedule B.

Idaho College and Career Readiness Academy will offer online, virtual professional-technical education for students in grades 9-12.

2a. Are you a public school because you are operated by a state or subdivision of a state? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B.

Idaho College and Career Readiness Academy will be a public charter school.

8. Do you or will you manage your activities or facilities through your own employees or volunteers? No.

IDCCRA intends to contract with K12 Virtual Schools LLC, a Delaware limited liability company, to provide certain management services. Specifically, K12 will hire a Head of School or equivalent administrative staff position, to manage the school and ensure financial solvency. There are no business or family relationships between K12 and members of the board of directors. IDCCRA will be ultimately responsible for hiring the teachers and other student support staff (such as nurses and counselors) for the school.

SECTION II 1. Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws or by resolution of your governing body? Yes.

IDCCRA will be open to all students. The school will not discriminate based on race, creed, color, gender, national origin, or ancestry. Special needs will not be a factor in admission decisions. The school will not charge tuition for students residing in the state of Idaho. The Board may choose to charge fees as allowed by state law.

2. Do your brochures, application forms, advertisement, and catalogues dealing with student admissions, programs and scholarships contain a statement of your racially nondiscriminatory policy? No.

IDCCRA does not currently have any printed or online materials. IDCCRA commits that all future materials, including website content, will contain the required nondiscriminatory policy statement.

3. Have you published a notice of your nondiscriminatory policy in a newspaper of general circulation that serves all racial segments of the community? No.

IDCCRA has not yet been approved by the Idaho Public Charter School Commission. Once IDCCRA has been approved and is permitted to operate as a school, it will publish the required notice in all relevant newspapers.

7. The incorporator is Kerry Wysocki. The board members are Kerry Wysocki, Chris Wood and Orval Mauldin. These individuals are also the founders of IDCCRA. There are currently no donors of land or buildings. None of these individuals have an objective to maintain segregated public or private school education.

# APPENDIX

21. Board Training and Self Assessment

# **Board Training Mini Modules** – Narrative description below taken from the Idaho School Board Website

Board Training Mini Modules are short PowerPoint presentations that your board can use to keep up-to-date on important board related topics. These modules can be used in many different ways to enhance your board learning and keep you focused on professional development. Most mini modules will take 10-30 minutes depending upon how you implement them. Below are several ways to integrate them for the benefit of your board.

1. Schedule 30 minutes of board training into your next agenda. As a board, go through the mini module together asking questions and reading the attached notes pages together. Discuss it as a board. Conducting training this way also allows your patrons to be educated as well. Including the presentation in the board packet ensures that each board member remembers to be prepared for the discussion.

2. Have each individual board member complete the module on their own. Go through the presentations individually and take notes on what you or your fellow board members may need to know or work on. Add Mini Modules Discussion to your board agenda and talk about it at the next board meeting. Have one board member lead the discussion and review the main points. Take 10-15 min to cover the topic.

3. Don't feel like your board will complete this or discuss it as a whole? Use the mini modules to keep abreast of important board topics on your own. In an open board meeting, report about your individual participation in the Mini Module. Discuss your learning and how you can use that information to better yourself and your board team in the future.

# The Mini Modules:

Board Candidate Information and Resources <u>Common Core</u> Public School Finance Presentation by Tim Hill: <u>PowerPoint & video</u> <u>School Levies and Bonds</u> Superintendent Evaluations: <u>PowerPoint</u> & <u>PDF</u> Board Member Responsibilities and Roles & Responsibilities

# Trustee Board Member Responsibility

# **Idaho School Boards Association**

The Idaho School Boards Association provides leadership and services to local boards for the benefit of students and the advocacy of public education.

**IDCCRA PETITION** 

TAB B1 Page 369

# Steps for this ten minute training

- Each Trustee or Board member receives the Handout Roles and Responsibilities Combined" and is prepared to discuss the document.
- 2. View the PowerPoint.
- 3. Spend time discussing the questions as a Board/Superintendent Team.
- 4. Submit evidence of completion to the ISBA for completion certificate.

**IDCCRA PETITION** 

TAB B1 Page 370

# Questions to Consider

- In one word, can you describe or define the role of a board member?
- What does it mean to Govern?
- How do boards Govern?
- How can you apply this to your board?



**IDCCRA PETITION** 

# Definitions of Governance

The exercise of authority, direction and control of an organization in order to ensure that its purpose is achieved.

# OR

A process of providing strategic leadership by setting direction, making policy and strategy decisions, overseeing and monitoring organizational performance and ensuring overall accountability.

Taken from Governing for Results by Mel Gill (2005).

**IDCCRA PETITION** 

# Just Remember...



The boards job is to focus on the ends, while the superintendent focuses on the ways and means to attain the ends. In other words, the board oversees the education of students and is responsible for school district operations, but does not directly run the district's day-to-day operations.

# How many board members does it take to screw in a light bulb?

**IDCCRA PETITION** 

TAB B1 Page 374

# None

It's up to the board to say "let there be light".

- It's up to the Superintendent to decide if it will be incandescent, fluorescent, candle, solar, or neon.
- Then, it's up to the board to evaluate the quality of lighting.



**IDCCRA PETITION** 

TAB B1 Page 375

# Questions to Consider

- How do you describe or define the role of a Trustee Board Member? A Superintendent?
- Give an example of the Board Superintendent relationship in governing the School District.
- What does it mean to Govern?
- How do boards Govern?
- How can you apply this to your board?

# **Contact US!**



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**IDCCRA PETITION** 

TAB B1 Page 377

# ROLES AND RELATIONSHIPS OF SCHOOL BOARDS AND SUPERINTENDENTS

"What is the role of the board and what is the role of the superintendent in the operation of the school district?" This is a question most often asked and misunderstood by board members and superintendents.

The age-old statement that the board sets policy and the superintendent administers that policy would seem to indicate a very distinct and clear dividing line between the respective roles of each. That decision, however, is not always so clear nor is it one upon which everyone involved agrees.

Board members are usually "doers"; they operate business, they run homes, they dig ditches, they buy supplies. "Doers" often find it hard to look at the big overall picture and make decisions which cause other people to "do" the job. Many times they are tempted to get in and "do" the job themselves. Conflict situations arise when the board and the superintendent have not defined their specific roles within the district.

Because the needs of a district vary; because leadership and management styles vary, there are no encompassing answers to "who has the authority for what." <u>The real need in each district is for the board and superintendent to decide what each is to do and establish proper procedures which will lead to the performance of those duties.</u>

Board members, as they make decisions and find themselves involved in the business of the district, should ask themselves: "Am I providing leadership to the superintendent and staff and establishing policy for the district or have I stepped into the role of administrator?"

Superintendents should ask themselves: "Am I providing leadership to the board, in pointing out areas where policy is needed, or am I usurping the board's responsibility by establishing policy? Worse yet, am I forcing the board to make administrative decisions because I don't want to take the responsibility?"

Keeping roles clear and communication open is the key to good board and superintendent relationships.

# **IDCCRA PETITION**

# **ROLES AND RESPONSIBILITIES**

<u>Roles/Responsibilities</u>	<u>School Board</u>	<u>Superintendent</u>	
1. General	Governs the District	Advises the Board – Manages the District	
2. Policy	Adopts	Suggests and Implements	
3. Meetings	In charge of	Serves as resource person	
4. Budget/Finance/Audits	Adopts and monitors	Prepares, administers, monitors, details	
5. Instruction/Curriculum	Establishes criteria, approves and monitors	Recommends, oversees staff's efforts	
6. Personnel	Establishes criteria, approves or rejects	Interviews, recommends, hires, evaluates, promotes, trains	
7. Community Relations	Creates a positive image for district	Creates a positive image for district, directs communications	
8. Labor Relations	Provides guidelines, ratifies contracts	Monitors process within guidelines	
9. Student Services	Adopts policies for care and control	Recommends, implements, directs	
10. Facilities/Food Service/Transportation	Develops policy on use of	Implements policy, writes rules and regulations, makes recommendations	

# **ROLES AND RESPONSIBILITIES**

The following Roles and Responsibilities are generally accepted to be the roles and responsibilities of SCHOOL BOARD MEMBERS and SUPERINTENDENTS in:

# 1 - GENERAL AREAS

## SCHOOL BOARD

- 1. Establishes rules and policies for the governance of the school district.
- 2. Approves a planning process to include stockholders in developing a comprehensive plan for student achievement.
- 3. Invests the superintendent with those powers and duties that are in accord with board policy and state and federal laws.
- 4. Requires professional leadership from the superintendent.
- 5. Participates in educational conferences, workshops, training and professional organizations.

#### SUPERINTENDENT

- 1. As the chief executive officer of the Board the Superintendent is responsible for implementing Board policies and directives.
- 2. Recommends a comprehensive planning process for student achievement.
- 3. Coordinates the operation of the schools, supervision of the instructional programs and management of district personnel.
- 4. Provides educational leadership to the board, staff, students and community.
- 5. Identifies needs of the district and reports them to the Board.
- 6. Keeps the Board aware of statewide and national educational developments and changes.
- 7. Continually upgrades his/her professional knowledge and qualifications through membership and participation in professional associations, conferences and workshops.

# **ROLES AND RESPONSIBILITIES**

The following Roles and Responsibilities are generally accepted to be the roles and responsibilities of SCHOOL BOARD MEMBERS and SUPERINTENDENTS in:

# 2 - POLICY

## SCHOOL BOARD

- 1. Clarifies for the Superintendent the intent of the Board and actions necessary for implementation of board policy.
- 2. Reviews and evaluates board policies on an ongoing basis.

### SUPERINTENDENT

- 1. Acts as advisor to the board in areas needing policy development or revision.
- 2. Drafts written policy and provides the board with necessary data and information for policy adoption.
- 3. Maintains a current, up-to-date manual of adopted policies.
- 4. Develops rules, regulations and procedures necessary to implement the board's policies.
- 5. Identifies policy areas which the board should revise, rewrite or repeal as needs of the district or laws and regulations change.

# **ROLES AND RESPONSIBILITIES**

The following Roles and Responsibilities are generally accepted to be the roles and responsibilities of SCHOOL BOARD MEMBERS and SUPERINTENDENTS in:

# 3 - MEETINGS

#### SCHOOLBOARD

- 1. All duties imposed upon the Board are performed at a public board meeting.
- 2. The Board refrains from misuse of the executive session provisions as defined in the Public Meeting Law.
- 3. The Board establishes, through policy, the operational procedures for meetings.
- 4. The board chairman, in consultation with the superintendent, develops the meeting agenda.
- 5. The Board identifies, for the superintendent, the information needed for decision making.
- 6. Board members receive their agenda materials in adequate time for study before scheduled board meetings.

## SUPERINTENDENT

- 1. Serves as an advisor to the board during regularly scheduled meetings.
- 2. Assures compliance with all legal requirements relative to the posting of notices and maintenance of meeting records.
- 3. Identifies areas of business which the board should address at meetings.
- 4. Prior to a meeting, provides board members with sufficient information for decision making.
- 5. Implements board decisions and instructions developed at meetings. 6. Assures that board meetings, including executive sessions, meet the requirement of the law.

# **ROLES AND RESPONSIBILITIES**

The following Roles and Responsibilities are generally accepted to be the roles and responsibilities of SCHOOL BOARD MEMBERS and SUPERINTENDENTS in:

# 4 - BUDGET /FINANCE

## SCHOOL BOARD

- 1. Establishes priorities for the financial management of the district.
- 2. Provides the superintendent with the board's priorities in the development of the budget.
- 3. Explores with the district auditor the internal controls of the district.

## SUPERINTENDENT

- 1. Prepares a detailed budget based on the Board's priorities and parameters.
- 2. Presents a budget to the board and/or budget committee for consideration and approval.
- 3. Administers the budget assuring that the expenditures of district funds are within the legal requirements of the budget.
- 4. Acts as a resource to the board within the framework of the district audits.

# ROLES AND RESPONSIBILITIES

The following Roles and Responsibilities are generally accepted to be the roles and responsibilities of SCHOOL BOARD MEMBERS and SUPERINTENDENTS in:

# **5 -** INSTRUCTION

#### SCHOOL BOARD

- 1. Establishes educational philosophy, goals, and objectives for the instructional program of the district.
- 2. Adopts new and/or changes to standards and instructional programs as necessary or as recommended by the superintendent.
- 3. Regularly reviews student achievement data.
- 4. Reports to the community the status of education in the district.
- 5. Identifies and adopts graduation requirements.
- 6. Periodically requests reports from professional staff relative to assessments and instructional programs.

#### SUPERINTENDENT

- 1. Provides leadership to the board and staff in the continuous development, implementation, and evaluation of the instructional program.
- 2. Recommends appropriate graduation standards and methods to measure their attainment.
- 3. Assigns staff to instructional areas and informs the board.
- 4. Regularly schedules presentations and reports by staff on various segments of assessments and instructional programs as requested by the board.
- 5. Recommends and implements policy on selection of instructional materials and equipment.

# **ROLES AND RESPONSIBILITIES**

The following Roles and Responsibilities are generally accepted to be the roles and responsibilities of SCHOOL BOARD MEMBERS and SUPERINTENDENTS in:

# **6 - PERSONNEL**

## SCHOOL BOARD

- 1. Employs certificated and classified staff members based on the recommendation of the superintendent.
- 2. Promotes good working relations with staff through the district's chain of command.
- 3. Adopts policy on evaluation of personnel.
- 4. Receives and acts on personnel recommendations from the superintendent.

# SUPERINTENDENT

- 1. Recommends to the board the employment or dismissal of all certificated and classified staff.
- 2. Responsible for the supervision of all employees of the district.
- 3. Establishes job descriptions for all positions.
- 4. Serves as the board's liaison with staff.
- 5. Fosters good working relationships with staff members.
- 6. Develops a systematic plan for evaluating the performance of all district personnel.
- 7. Delegates authority to staff members, as appropriate.

# ROLES AND RESPONSIBILITIES

The following Roles and Responsibilities are generally accepted to be the roles and responsibilities of SCHOOL BOARD MEMBERS and SUPERINTENDENTS in:

# 7 - COMMUNITY RELATIONS

## SCHOOL BOARD

- 1. Represents public education serving as a liaison between the school district and the community.
- 2. Maintains an awareness of community values, concerns and interests.
- 3. Actively participates in programs that build good community relations.
- 4. Appoints advisory committees when necessary and outlines their responsibilities.
- 5. Determines the district's spokesperson(s) who will deal with the news media.
- 6. Channels complaints or grievances through the superintendent.

## SUPERINTENDENT

- 1. Informs and interprets school programs and activities to the community.
- 2. Serves as the board's liaison with appointed advisory committees.
- 3. Establishes a working relationship with the news media.
- 4. Makes recommendations to the board for resolution of complaints that cannot be resolved at the administrative level.

# **ROLES AND RESPONSIBILITIES**

The following Roles and Responsibilities are generally accepted to be the roles and responsibilities of SCHOOL BOARD MEMBERS and SUPERINTENDENTS in:

# **8 - LABOR RELATIONS**

# SCHOOL BOARD

- 1. Establishes guidelines and criteria for the salary discussion process for both certified and classified personnel.
- 2. Approves final salary schedule and/or salaries of employees.

# SUPERINTENDENT

- 1. Provides factual data to board and/or salary committee.
- 2. Administers contracts or agreements as appropriate.

# **ROLES AND RESPONSIBILITIES**

The following Roles and Responsibilities are generally accepted to be the roles and responsibilities of SCHOOL BOARD MEMBERS and SUPERINTENDENTS in:

# **9 - STUDENT SERVICES**

## SCHOOL BOARD

- 1. Adopts policies for provision of student services including admission, attendance, activities, rights and responsibilities, discipline and welfare.
- 2. Adopts policies necessary to assure appropriate safety and health needs of students.

#### SUPERINTENDENT

- 1. Recommends and implements policies and rules to maintain adequate services and control of students.
- 2. Develops and implements procedures to deal with health and safety emergencies.
- 3. Provides for the direction and supervision of student activities.

# **ROLES AND RESPONSIBILITIES**

The following Roles and Responsibilities are generally accepted to be the roles and responsibilities of SCHOOL BOARD MEMBERS and SUPERINTENDENTS in:

# **10 - FACILITIES, TRANSPORTATION and FOOD SERVICES**

# SCHOOL BOARD

- 1. Adopts policies governing use of public buildings, grounds and equipment.
- 2. Prioritizes construction and/or building renovation needs of the district.
- 3. Adopts policies to provide for student transportation needs.
- 4. Adopts policies to provide for food services.

# SUPERINTENDENT

- 1. Provides for the upkeep of facilities and maintenance of equipment.
- 2. Prioritizes long-range plans for preventive maintenance of buildings, grounds and equipment.
- 3. Recommends and supervises the public use of buildings, facilities and equipment.
- 4. Supervises the transportation of the district, assigning staff as appropriate.
- 5. Supervises the food services program, assigning staff as appropriate.

# **BOARD OF TRUSTEES SELF-ASSESSMENT**

THE BOARD MEMBER TEAM	Very Good	Satisfactory	Needs to Improve
1. Keeps the education and welfare of students as their primary concern.			
2. Is open and honest with each other, as well as			
administrators and is able to maintain an attitude of			
mutual trust and respect.			
3. Works to preserve the confidentiality of items			
discussed in executive session.			
4. Represents the interests of the entire district rather			
than a special interest group(s).			
5. Understands the need for compromise and is			
willing to support the majority decision.			
6. Encourages each other to work together as a team.			
7. Realizes that independent decisions or			
commitments on the board's behalf are improper.			
8. During meetings is polite, listens carefully and is			
respectful of each other, as well as school personnel.			
9. Comes to meetings prepared to focus on			
discussion issues and keeps comments relevant and			
brief.			
10. Does not use the office of Trustee for personal			
profit and/or advancement of patronage.			
11. Is concerned about achieving results rather than			
giving a good appearance.			
BOARD/SUPERINTENDENT RELATIONS	Very Good	Satisfactory	Needs to Improve
1. The board and superintendent work together in a			
spirit of mutual trust and respect.			
The board:			
A. Understands the distinction between the board's role and the function of the administration.			
B. Avoids interference with the superintendent's			
duties.			
C. Solicits input from the superintendent in the			
development of board policies.			
D. Gives direction to the superintendent rather than			
through individual staff members.			
2. The board and superintendent develop, in			
cooperation, long-and short-term goals, and a once or			
twice yearly process for evaluating the			
superintendent's progress and performance.			

2 A gright of open discussion mayoils so that board			
3. A spirit of open discussion prevails so that board members do not feel alienated and are able to address			
potentially destructive issues.			
4. The board plans regular opportunities for open			
communication between the board and the			
superintendent.			
supermitendent.			Needs to
BOARD/STAFF RELATIONS	Very Good	Satisfactory	Improve
1. Appropriate personnel policies in the area of			
employment evaluation are reviewed and adopted by			
the board.			
2. The board encourages and offers opportunities for			
professional growth for all employees.			
3. Suggestions from staff for improvement of the			
school system are welcome.			
4. Staff accomplishments are recognized by the			
board.			
5. An appropriate study of staff attitudes are			
conducted on a regular basis.			
6. Board members avoid making excessive personal			
requests from staff.			
7. The board provides a safe and productive working			
environment.			NT 1 4
<b>BOARD/COMMUNITY RELATIONS</b>	Very Good	Satisfactory	Needs to Improve
1. The Board:			
A. Keeps the public informed through regular			
newsletters, reports, and contact with the media.			
B. Is aware of community attitudes and of special			
interest groups.			
C. Seeks community input prior to establishing			
district goals and objectives.			
D. Holds public hearings on important issues before			
taking final action.			
E. Encourages public attendance/input at board	1		
meetings and at school functions.			
F. Cooperates with parent or citizen groups.			
F. Cooperates with parent or citizen groups.			
<ul><li>F. Cooperates with parent or citizen groups.</li><li>G. Allows adequate time for public participation at</li></ul>			
<ul><li>F. Cooperates with parent or citizen groups.</li><li>G. Allows adequate time for public participation at board meetings, but prevents a single individual or</li></ul>			
<ul><li>F. Cooperates with parent or citizen groups.</li><li>G. Allows adequate time for public participation at board meetings, but prevents a single individual or group from dominating discussion.</li></ul>			
<ul><li>F. Cooperates with parent or citizen groups.</li><li>G. Allows adequate time for public participation at board meetings, but prevents a single individual or group from dominating discussion.</li><li>H. Channels public complaints/concerns about the</li></ul>	Very Good	Satisfactory	Needs to Improve
<ul> <li>F. Cooperates with parent or citizen groups.</li> <li>G. Allows adequate time for public participation at board meetings, but prevents a single individual or group from dominating discussion.</li> <li>H. Channels public complaints/concerns about the school district to the appropriate member of the staff.</li> <li>BOARD MEMBER ORIENTATION AND CONTINUING DEVELOPMENT</li> </ul>	Very Good	Satisfactory	Needs to Improve
<ul> <li>F. Cooperates with parent or citizen groups.</li> <li>G. Allows adequate time for public participation at board meetings, but prevents a single individual or group from dominating discussion.</li> <li>H. Channels public complaints/concerns about the school district to the appropriate member of the staff.</li> <li>BOARD MEMBER ORIENTATION AND CONTINUING DEVELOPMENT</li> <li>1. The district has a planned program to orient</li> </ul>	Very Good	Satisfactory	
<ul> <li>F. Cooperates with parent or citizen groups.</li> <li>G. Allows adequate time for public participation at board meetings, but prevents a single individual or group from dominating discussion.</li> <li>H. Channels public complaints/concerns about the school district to the appropriate member of the staff.</li> <li>BOARD MEMBER ORIENTATION AND CONTINUING DEVELOPMENT</li> <li>1. The district has a planned program to orient newly-elected board members:</li> </ul>	Very Good	Satisfactory	
<ul> <li>F. Cooperates with parent or citizen groups.</li> <li>G. Allows adequate time for public participation at board meetings, but prevents a single individual or group from dominating discussion.</li> <li>H. Channels public complaints/concerns about the school district to the appropriate member of the staff.</li> <li>BOARD MEMBER ORIENTATION AND CONTINUING DEVELOPMENT</li> <li>1. The district has a planned program to orient</li> </ul>	Very Good	Satisfactory	

	T		
B. The nature of the duties and responsibilities of			
administrative personnel.			
C. The difference in responsibilities between the			
board and the administration.			
D. The educational relationship between the school			
district and the state: i.e. finances, transportation, etc.			
E. The roll of the teachers' union.			
F. The use of Parliamentary Procedure.			
2. The board keeps informed through:			
A. Professional publications and educational			
periodicals.			
B. Use of pertinent data, research and consulting			
services.			
C. Training opportunities such as conferences and			
workshops relevant to board responsibilities.			
D. Listening to educators, students, parents and			
community.			
PLANNING	Very Good	Satisfactory	Needs to
	· ····j ·····	Successfully	Improve
1. Demographic information is current and provided			
to the board.			
2. The board:			
A. Establishes its own goals and objectives through a			
yearly review and evaluation process.			
B. Provides for a continuous process of strategic			
planning which focuses on student achievement and			
citizenship.			
C. Develops long- and short-term goals and			
objectives for the school district jointly with the			
superintendent and administrative team.			
D. Requires the superintendent to discuss progress on			
goals and objectives at designated intervals during			
the year.			
POLICY	Very Good	Satisfactory	Needs to Improve
1. The board:			
A. Maintains well-defined policies consistent with			
strategic goals of the district.			
B. Periodically reviews and updates policies			
according to an existing plan or system.			
C. Involves administrators, teachers, staff, students,			
parents and community members in the development			
or review of policy.			
D. Ensures that policies are current with mandates by			
governmental agencies and courts.			
E. Makes policy manuals available for district			
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employees, students and the public.			

BUDGET/FINANCE	Very Good	Satisfactory	Needs to Improve
1. The annual budget:			
A. Reflects the strategic plan and supports the			
district's goals and objective for student achievement			
and citizenship.			
B. Demonstrates the results of an evaluation of			
existing programs.			
C. Considers both short and long range funding			
sources and expenditures.			
2. The board encourages input from staff, parents,			
students and community members throughout the			
budgeting process.			
3. Quarterly reports, depicting the district's financial			
status, including bills paid and other expenditures are			
presented in written form, clearly and concisely.			
4. Financial reports present clear and understandable			
data to the public.			
INSTRUCTIONAL PROGRAM	Very Good	Satisfactory	Needs to Improve
1. The board formulates educational goals based on			
the needs and values of the community.			
2. The board provides a quality educational program			
imposing high individual academic standards for			
each student.			
3. The board provides alternative instructional			
programs for the non-traditional student.			
4. The board provides appropriate courses-			
information for post high school careers/education.			
5. The board understands and follows the basic			
instructional program mandated by the legislature			
and the State Board of Education.			
6. The board reaches decisions affecting school			
programs on the basis of study of all available data			
and the superintendent's recommendations.			
7. Programs are evaluated on a timely basis and			
reported to the board.			
8. Student academic performance in the district, state			
and nation is presented regularly to the board.			
9. The board recognizes student accomplishments.			
10. The board promotes a positive, consistent			
approach to student discipline.			