

# CHARTER SCHOOL PERFORMANCE CERTIFICATE

This performance certificate is executed on this 13<sup>th</sup> day of June 2019, by and between the Idaho Public Charter School Commission (the “Authorizer”), and Blackfoot Charter Community Learning Center, Inc., (the “School”), an independent public school organized as an Idaho nonprofit corporation and established under the Public Charter Schools Law, Idaho Code Section 33-5201 *et seq*, as amended (the “Charter Schools Law.”)

## RECITALS

WHEREAS, on April 28, 2010, the Authorizer approved a charter petition for the transfer of authorization of the School from the Blackfoot School District Board to the Authorizer; and

WHEREAS, the School began operations in the year 2000; and

WHEREAS, the School’s charter was renewed on March 8, 2019, for a five-year term of operations,

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

## SECTION 1: AUTHORIZATION OF CHARTER SCHOOL

- A. **Continued Operation of School.** Pursuant to the Charter Schools Law, the Authorizer hereby approves the continued operation of the School on the terms and conditions set forth in this Charter School Performance Certificate (the “Certificate”). The approved Charter is attached to this Certificate as Appendix C.
- B. **Term of Agreement.** This Certificate is effective as of July 1, 2019, and shall continue through June 30, 2024, unless earlier terminated as provided herein.

## SECTION 2: SCHOOL GOVERNANCE

- A. **Governing Board.** The School shall be governed by a board (the “Charter Board”) in a manner that is consistent with the terms of this Certificate so long as such provisions are in accordance with state, federal, and local law. The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School. The Charter Board shall also have authority for and be responsible for policy and operational decisions of the School, although nothing herein shall prevent the Charter Board from delegating decision-making authority for policy and operational decisions to officers, employees and agents of the School, as well as third party management providers.

- B. Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of the entity holding the charter shall provide for governance of the operation of the School as a nonprofit corporation and public charter school and shall at all times be consistent with all applicable law and this Certificate. The School shall notify the Authorizer of any modification to the Articles or Bylaws within five (5) business days of approval by the Charter Board.
- C. Charter Board Composition.** The composition of the Charter Board shall at all times be determined by and consistent with the Articles and Bylaws and all applicable law and policy. The Charter Board shall notify the Authorizer of any changes to its composition and provide an amended School Leadership Roster within five (5) business days of their taking effect.

### SECTION 3: EDUCATIONAL PROGRAM

- A. School Mission.** The mission of the School is as follows: To know each student well enough to challenge and meet their individual academic and developmental needs. This is accomplished through a goal-driven environment that includes multi-grade classrooms, small groups, interactive technology, and brain based learning. These are supported by a high level of teacher collaboration and professional development.
- B. Grades Served.** The School may serve students in K-8<sup>th</sup> grade.
- C. Design Elements.** The School shall implement and maintain the following essential design elements of its educational program:
- Multi-grade classrooms. BCCLC assigns students into classrooms based on the best placement for the individual, not his or her chronological age. The goal is the challenge each student at a level that will maximize learning.
  - Brain based learning. Research into how the human brain acquires new information plus how it develops pathways to recall, understand, analyze, apply, and evaluate that information is the key to successful learning. BCCLC works to keep abreast of and implement current brain-based learning research. Teachers meet weekly to share ideas on successful instruction methods, techniques, and learning activities.
- D. Standardized Testing.** Students of the School shall be tested with the same standardized tests as other Idaho public school students.
- E. Accreditation.** The School shall be accredited as provided by rule of the state board of education.

### SECTION 4: AUTHORIZER ROLE AND RESPONSIBILITIES

- A. Oversight Allowing Autonomy.** The Authorizer shall comply with the provisions of Charter School Law and the terms of this Certificate in a manner that does not unduly inhibit the autonomy of the School. The Authorizer's Role will be to evaluate the School's

outcomes according to this Certificate and the Performance Framework rather than to establish the process by which the School achieves the outcomes sought.

- B. Charter School Performance Framework.** The Charter School Performance Framework (“Performance Framework”) is attached and incorporated into this agreement as Appendix B. The Performance Framework shall be used to evaluate the School’s academic, financial and operational performance, and shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and operational performance metrics set forth in the Charter and not explicitly incorporated into the Performance Framework. The specific terms, form and requirements of the Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authorizer and will be binding on the School.
- C. Identified Comparison Group.** For purposes of evaluating the School against the metrics and measures established in the Performance Framework, the School’s comparison group shall be identified as described below and shall be established for the length of the Certificate term:
- a. The School’s comparison group shall include all schools in the following school district: Blackfoot School District (005).
- D. Authorizer to Monitor School Performance.** The Authorizer shall monitor and report on the School’s progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. The School shall be subject to a formal review of its academic, mission-specific, operational, and financial performance at least annually.
- E. School Performance.** The School shall achieve an accountability designation of *Good Standing* or *Honor* on each of the three sections of the Performance Framework. In the event the School is a party to a third party management contract which includes a deficit protection clause, the School shall be exempt from some or all measures within the financial portion of the Performance Framework. In accordance with Charter School Law, the Authorizer shall renew any charter in which the public charter school met all of the terms of its performance certificate at the time of renewal.
- F. Performance Framework As Basis For Renewal of Charter.** The School’s performance in relation to the indicators, measures, metrics and targets set forth in the Academic and Mission-Specific, Operational and Financial sections of the Performance Framework shall provide the basis upon which the Authorizer will decide whether to renew the School’s Charter at the end of the Certificate term. As part of the Performance Framework, the Authorizer agrees to consider mission-specific, rigorous, valid, and reliable indicators of the School’s performance. These negotiated indicators will be included in the Mission-Specific portion of the Academic and Mission Specific section of the Performance Framework.
- G. Authorizer’s Right to Review.** The School will be subject to review of its academics, operations and finances by the Authorizer, including related policies, documents and records, when the Authorizer deems such review necessary. The Authorizer shall conduct

its reviews in a manner that does not unduly inhibit the autonomy granted to the School.

- H. Site Visits.** The Authorizer may conduct site visits in accordance with the Authorizer’s policy. Reports from any site visit shall be made available to the School and shall be included in the School’s annual Performance Report.
- I. Required Reports.** The School shall prepare and submit reports regarding its governance, operations, and/or finances according to the established policies of and upon the request of the Authorizer. However, to the extent possible, the Authorizer shall not request reports from the School that are otherwise available through student information systems or other data sources reasonably available to the Authorizer.

## SECTION 5: SCHOOL OPERATIONS

- A. In General.** The School and the Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authorizer policies applicable to charter schools.
- B. Maximum Enrollment.** The maximum number of students who may be enrolled in the school shall be **810 students**.
- C. Enrollment Policy.** The School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language. If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
- D. School Facilities.** **2801 Hunters Loop, Blackfoot, ID 83221 & 1350 Parkway Suite 30, Blackfoot, ID 83221.** The School shall provide reasonable notification to the Authorizer of any change in the location of its facilities.
- E. Attendance Area.** The School’s primary attendance area is as follows: **Blackfoot School District**.
- F. Staff.** Instructional staff shall be certified teachers as provided by rule of the state board of education. All full-time staff members of the School will be covered by the public employee retirement system, federal social security, unemployment insurance, worker’s compensation insurance, and health insurance.
- G. Alignment with All Applicable Law.** The School shall comply with all applicable federal and state laws, rules, and regulations. In the event any such laws, rules, or regulations are amended, the School shall be bound by any such amendment upon the effective date of said amendment.

## SECTION 6: SCHOOL FINANCE

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

## **SECTION 7: TERMINATION, NON-RENEWAL AND REVOCATION**

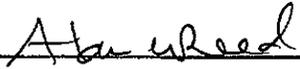
- A. Termination by the School.** Should the School choose to terminate its Charter before the expiration of the Certificate, it may do so upon written notice to the Authorizer. Any school terminating its charter shall work with the Authorizer to ensure a smooth and orderly closure and transition for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

- D. Dissolution.** Upon termination of the Charter for any reason by the Charter Board, or upon nonrenewal or revocation, the Charter Board will supervise and have authority to conduct the winding up of the business and other affairs of the School; provided, however, that in doing so the Authorizer will not be responsible for and will not assume any liability incurred by the School. The Charter Board and School personnel shall cooperate fully with the winding up of the affairs of the School.
- E. Disposition of School's Assets upon Termination or Dissolution.** Upon termination of the Charter for any reason, any assets owned by the School shall be distributed in accordance with Charter Schools Law.

## **SECTION 8: MISCELLANEOUS**

- A. No Employee or Agency Relationship.** None of the provisions of this Certificate will be construed to create a relationship of agency, representation, joint venture, ownership, or employment between the Authorizer and the School.
- B. Additional Services.** Except as may be expressly provided in this Certificate, as set forth in any subsequent written agreement between the School and the Authorizer, or as may be required by law, neither the School nor the Authorizer shall be entitled to the use of or access to the services, supplies, or facilities of the other.
- C. No Third-Party Beneficiary.** This Certificate shall not create any rights in any third parties, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Certificate.
- D. Amendment.** This Certificate may be amended by agreement between the School and the Authorizer in accordance with Authorizer policy. All amendments must be in writing and signed by the School and the Authorizer.

IN WITNESS WHEREOF, the Authorizer and the School have executed this Performance Certificate to be effective July 1, 2019.

  
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**Alan Reed**  
**Chairperson, Idaho Public Charter School Commission**

  
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**Candra Risa**  
**Chairperson, Blackfoot Charter Community Learning Center**

Amendment 1

WITNESS WHEREOF, the Authorizer and Blackfoot Charter Community Learning Center have executed this amendment to the Performance Certificate, effective 12/1/2020:

1. To incorporate the PCSC Performance Framework (revised on 10/8/20) as Appendix B of this Performance Certificate.
2. To include the following language as Section 4C of this Performance Certificate:

**Identified Comparison Group.** For purposes of evaluating the School against the metrics and measures established in the Performance Framework, the School's comparison group shall be identified as described below and shall be established for the length of the Certificate term:

- a. The School's comparison group shall include all schools in the following school district: Blackfoot School District (055).
3. To remove the following language from section 5B of this Performance Certificate:  
  
with annual per-class and overall enrollment caps as outlined in the approved Charter attached as Appendix C.
  4. To update the language in Section 4H – Site Visits, to align with PCSC policy revisions. The revised language is noted below:
    - a. The Authorizer may conduct site visits in accordance with the Authorizer's policy. Reports from any site visit shall be made available to the School and shall be included in the School's annual Performance Report.

*Alan Reed*

Alan Reed (Jan 4, 2021 12:02 MST)

**Chairman, Idaho Public Charter School Commission**

*Paul Butcher*

**Chairman, Blackfoot Charter Community Learning Center School Board**

# Blackfoot Charter

Final Audit Report

2021-01-04

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**Appendix A: Conditions of Authorization/Renewal**

**Appendix B: Performance Framework**

**Appendix C: Charter**

**Appendix D: Public Charter School Closure Protocol**

## **Appendix A: Conditions of Authorization / Renewal**

1. Regarding academic outcomes:

By June 30, 2021, achieve a "good standing" rating on the academic section of the performance framework adopted by the PCSC in May 2017. To this end, achieve the following rate of progress:

- a. By June 30, 2020, earn at least 48% of points possible in the academic section of the performance framework.
- b. By June 30, 2021, earn at least 55% of the points possible in the academic section of the performance framework.

2. Regarding financial outcomes:

By June 30, 2021, achieve a "good standing" rating on the financial section of the performance framework adopted by the PCSC in May 2017.

3. Regarding operations and financial management:

By the deadlines outlined below, and throughout the performance certificate term, demonstrate consistent, clear implementation of the following:

- a. No later than April 1, 2019, clear and continuous separation from Idaho STEM Academy, Inc. dba Bingham Academy, both operationally and financially.
- b. Verification by Commission staff at the April 18-19, 2019 meeting with Commission staff that a purchase order system is employed that ensures documented, advance approval of all expenditures.
- c. No later than July 1, 2019, implementation of an electronic purchase order system that ensures documented, advance approval of all expenditures.
- d. Verification by Commission staff at the April 18-19, 2019 meeting with Commission staff that BCCLC has eliminated the use of pre-paid credit cards using school funds.
- e. Verification by Commission staff at the April 18-19, 2019 meeting with Commission staff that there is a clear separation of the daycare operated at the school facility from the school itself. This includes, but is not limited to, incorporation, employment, insurance, bank accounts, revenues, and expenditures. School resources shall not be utilized by the daycare in the absence of a board-approved contract ensuring that no funds intended for the education of BCCLC students are used for daycare purposes.

4. Regarding school governance:

By September 1, 2019, all BCCLC board members will complete professional development provided by a qualified Idaho School Boards Association (ISBA) trainer.

This training shall include the topics of administrator evaluation, stakeholder communication, and financial oversight through ISBA courses currently identified as Superintendent/ Administrator Evaluation, Boardsmanship 101, and Boardsmanship 102.

Regardless of whether or not BCCLC agrees to fulfill the specific conditions above, BCCLC remains responsible for meeting the terms and conditions contained in its signed performance certificate effective July 1, 2019, through June 30, 2024, which will incorporate the performance framework adopted by the PCSC in May 2017.

**Appendix B: Performance Framework**



IDAHO PUBLIC CHARTER SCHOOL COMMISSION  
**PERFORMANCE FRAMEWORK**



Idaho Public Charter School Commission  
304 North 8<sup>th</sup> Street, Room 242  
Boise, Idaho 83702

Phone: (208) 332-1561  
[pcsc@osbe.idaho.gov](mailto:pcsc@osbe.idaho.gov)

Alan Reed, Chairman  
Jenn Thompson, Director

## ACADEMIC MEASURES

### All School Measures

1. Math Proficiency
2. ELA Proficiency
3. Math Growth
4. ELA Growth
5. Literacy Proficiency
6. College and Career Readiness

### Identified Comparison Group Options:

- All schools in the traditional district in which the school is located as reported on the Idaho Report Card.
- A custom group of individual schools from across Idaho that have similar demographic attributes to the charter school.
- All alternative schools in Idaho.

## 1. MATH PROFICIENCY

**Proficiency Rate:** The PCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

Math and ELA Proficiency Rubric	
Exceeds Standard	The school’s proficiency rate is greater than one standard deviation above the mean of the identified comparison group, or the school’s proficiency average is in 90 <sup>th</sup> percentile of all Idaho schools.
<b>Meets Standard</b>	<b>The school’s proficiency rate is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group.</b>
Approaches Standard	The school’s proficiency rate falls between the mean and one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The school’s proficiency rate is more than one standard deviation below the mean of the identified comparison group, OR the school has been identified for comprehensive or targeted support for three consecutive years as per the Idaho Consolidated Plan.

## 2. ELA PROFICIENCY

**Proficiency Rate:** The PCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

Math and ELA Proficiency Rubric	
Exceeds Standard	The school’s proficiency rate is greater than one standard deviation above the mean of the identified comparison group, or the school’s proficiency average is in 90 <sup>th</sup> percentile of all Idaho schools.
<b>Meets Standard</b>	<b>The school’s proficiency rate is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group.</b>
Approaches Standard	The school’s proficiency rate falls between the mean and one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The school’s proficiency rate is more than one standard deviation below the mean of the identified comparison group, OR the school has been identified for comprehensive or targeted support for three consecutive years as per the Idaho Consolidated Plan.

### 3. MATH GROWTH

**Growth Rate:** The PCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

Growth Rubric Math	
Exceeds Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is greater than one standard deviation above the mean of the identified comparison group, OR the school's growth rate is in the 90 <sup>th</sup> percentile of all Idaho public schools.
Meets Standard	<b>The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group, OR the growth rate increased by at least 10% over the previous year.</b>
Approaches Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency falls between the mean and one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment made adequate growth toward proficiency is more than one standard deviation below the mean of the identified comparison group.

#### 4. ELA GROWTH

**Growth Rate:** The PCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

Growth Rubric ELA	
Exceeds Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is greater than one standard deviation above the mean of the identified comparison group, OR the school's growth rate is in the 90 <sup>th</sup> percentile of all Idaho public schools.
Meets Standard	<b>The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group, OR the growth rate increased by at least 10% over the previous year.</b>
Approaches Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency falls between the mean and one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment made adequate growth toward proficiency is more than one standard deviation below the mean of the identified comparison group.

## 5. LITERACY PROFICIENCY

**Literacy Proficiency Rate:** The PCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

Literacy Proficiency Rubric	
Exceeds Standard	The school's proficiency rate on the spring administration of the statewide literacy assessment is greater than one standard deviation above the mean of the identified comparison group; OR The fall to spring change in proficiency rate is 20% or greater.
Meets Standard	<b>The school's proficiency on the spring administration of the statewide literacy assessment is equal to the mean or within one standard deviation above the mean of the identified comparison group; OR the school's fall to spring change in proficiency rate is between 10%-19%.</b>
Approaches Standard	The school's proficiency on the spring administration of the statewide literacy assessment falls within one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The school's proficiency rate on the spring administration of the statewide literacy assessment is more than one standard deviation below the mean of the identified comparison group.

## 6. COLLEGE AND CAREER READINESS

**Adjusted Cohort Graduation Rate (ACGR):** Alternative schools will be evaluated based on their 5-Year ACGR. All other schools will be evaluated based on their 4-Year ACGR.

**Graduation Rate:** The PCSC will use either the 4-Year ACGR or the 5-Year ACGR as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

C&C Readiness Rubric	
Exceeds Standard	The school's 4-Year or 5-Year ACGR is greater than one standard deviation above the identified comparison group, OR the school's ACGR is 90%.
Meets Standard	<b>The school's 4-Year or 5-Year ACGR is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group.</b>
Approaches Standard	The school's 4-Year or 5-Year ACGR falls between the mean and one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The school's 4-Year or 5-Year ACGR is more than one standard deviation below the identified comparison group.

## OPERATIONAL MEASURES

### BOARD STEWARDSHIP

1. Governance Structure
2. Governance Oversight
3. Governance Compliance

### OPERATIONAL MANAGEMENT

4. Student Services
5. Data Security and Information Transparency
6. Facility and Services
7. Operational Compliance

## BOARD GOVERNANCE

### 1. Governance Structure Rubric

**Data Sources:** Board bylaws, articles of incorporation, and any courtesy letters or notifications issued to the school by entities responsible for oversight or enforcement.

Governance Structure Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years.
<b>Meets Standard</b>	<b>Board Bylaws are compliant with ID law. Articles of Incorporation are current. No investigations were conducted into either ethical behavior or conflict of interest regarding any board director. The board did not experience an Open Meeting Law violation that needed to be cured this year.</b>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

### 2. Governance Oversight Rubric

**Data Sources:** Board meeting minutes, school policies, continuous improvement plan (or other strategic planning evidence if submitted by the school), and verification of submission of annual administrator evaluation.

Governance Oversight Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years.
<b>Meets Standard</b>	<b>The board reviews academic data in a timely and thorough manner. The board reviews financial reports in a timely and thorough manner. The board maintains compliant policies. The board engages in strategic planning. The board conducts a compliant annual evaluation of their school leader and/or management organization.</b>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

3.

## Governance Compliance Rubric

**Data Sources:** If applicable, courtesy letters/notifications of concerns, investigation, or findings issued to the school by entities responsible for oversight or enforcement, and any documentation of correction provided by the school.

Governance Compliance Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years.
<b>Meets Standard</b>	<b>The PCSC did not issue any courtesy letters or notify an external investigative body of compliance concerns this year.</b>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

## OPERATIONAL MANAGEMENT

### 4. Student Services Rubric

**Data Sources:** If applicable, any notifications or courtesy letters issued by the SDE or SBOE which required corrective action with regard to the school’s ELL, SPED, or College and Career Readiness programs, as well as any documentation submitted by the school evidencing correction.

Student Services Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years.
<b>Meets Standard</b>	<b>The school’s English Language Learner program is in good standing. The school’s Special Education program is in good standing. The school’s college and career readiness program is in good standing.</b>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

## 5. Data Security and Information Transparency Rubric

**Data Sources:** periodic desk audit of school website, and any formal notifications regarding data security or public records compliance.

Data Security and Information Transparency Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years.
<b>Meets Standard</b>	<b>The school’s website is compliant with I.C. 33-133(7) (data collection, access, and security policy); I.C. 33-320 (continuous improvement plan); and I.C. 33-357 (expenditures updated monthly, contracts, performance reports, and annual budgets). The school did not experience any issues involving data security this year. The school did not experience any compliance issue regarding public records requests this year.</b>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

## 6. Facility and Services Rubric

**Data Sources:** Verification of meal service program and transportation services via public documents and/or school website, and any notifications of concerns regarding occupancy or safety issued to the school by entities responsible for oversight or enforcement.

Facility and Building Services Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years.
<b>Meets Standard</b>	<b>The school’s occupancy certificate is current. The school maintains current safety inspections and drills. The school provides daily transportation to students in compliance with Idaho Code. The school provides a compliant lunch program.</b>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

## 7. Operational Compliance Rubric

**Data Sources:** Periodic observation of enrollment lottery, and if applicable, any corrective action plans issued by the SDE not related to special education, ELL, or college and career readiness (as these are captured elsewhere), or formal notification of late reports or enrollment violations.

Operational Compliance Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years.
<b>Meets Standard</b>	<b>Required reports are submitted accurately and on time. The school maintains a compliant enrollment process. No correct action plans were issued by the SDE this year.</b>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

# FINANCIAL MEASURES

## NEAR TERM HEALTH

1. Current Ratio
2. Unrestricted Days Cash
3. Default
4. Enrollment Variance

## SUSTAINABLE HEALTH

5. Total Margin and 3Yr Aggregated Total Margin
6. Cash Flow and Multi-Year Cash Flow
7. Debt Service Coverage Ratio
8. Debt to Asset Ratio
9. Financial Compliance Rubric

## NEAR-TERM HEALTH

### 1. Current Ratio

Calculation: Current Assets divided by Current Liabilities

Data Source: Annual Fiscal Audit Report

Current Ratio Rubric	
Exceeds Standard	The school has a current ratio of more than 1.5
<b>Meets Standard</b>	<b>The school has a current ratio of at least 1.1 (or between 1.0 and 1.1 with a 1 year positive trend)</b>
Approaches Standard	The school has a current ratio of between .9 and 1.0 (or between 1.0 and 1.1 with a 1 year negative trend)
Does Not Meet Standard	The school has a current ratio of .9 or less.

### 2. Unrestricted Days Cash

Calculation: Unrestricted Cash and investments divided by ((Total Expenses minus Depreciation Expense) / 365)

Data Source: Annual Fiscal Audit Report

Unrestricted Days Cash Rubric	
Exceeds Standard	The school has more than 60 days cash on hand
<b>Meets Standard</b>	<b>The school has 60 days cash OR between 30 and 60 days cash and one-year trend is positive. Note: Schools in their first or second year of operation must have a minimum of 30 days cash.</b>
Approaches Standard	The school has between 15-30 days cash OR between 30-60 days cash, but one-year trend is negative.
Does Not Meet Standard	The school has fewer than 15 days cash on hand.

### 3. Default

Calculation: No calculation.

Data Source: Annual Fiscal Audit Report, Terms of Debt, Other Formal Notifications Received by School.

Default Rubric	
Exceeds Standard	The school has met standard for at least 3 consecutive years.
<b>Meets Standard</b>	<b>The school is not in default of any financial obligations, and did not experience any instances of default during the fiscal year. Financial obligations include, but are not limited to, making payments to vendors and utility services on time, complying with all loan covenants, filing any reports required for maintenance of grants or philanthropic funds, meeting all tax obligations, and operating without financial judgements or property liens.</b>
Approaches Standard	The school experienced one or more instances of minor default during the fiscal year (such as making late payments); however, the school is not currently in default of any financial obligations.
Does Not Meet Standard	School is currently in default of financial obligations.

### 4. Enrollment Variance

Calculation: Enrollment Projections (as submitted to the PCSC in July) divided by Mid-Term ADA.

Data Source: Mid-Term ADA report

Enrollment Variance Rubric	
Exceeds Standard	The school has met standard for at least 3 consecutive years.
<b>Meets Standard</b>	<b>Enrollment variance is equal to or greater than 95%.</b>
Approaches Standard	Enrollment variance was between 90% and 95%, OR the enrollment variance was less than 90% and the school provided a mid-year amended budget evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments.
Does Not Meet Standard	Enrollment variance was less than 90% and the school did not provide evidence of mid-year budget amendments or operational changes evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments.

## SUSTAINABLE HEALTH

### 5. Total Margin and 3Yr Aggregated Total Margin

Calculation:

Most Recent Year Total Margin: 2019 Net Income divided by 2019 Total Revenue

3-Year Aggregated Total Margin: (2019 Net Income +2018 Net Income +2017 Net Income) divided by (2019 Total Revenue +2018 Total Revenue +2017 Total Revenue)

Data Source: Annual Fiscal Audit Report

Total Margin and 3-Yr Aggregated Total Margin	
Exceeds Standard	The school has met standard for 3 or more consecutive years.
<b>Meets Standard</b>	<b>Aggregated 3-year Total Margin is positive and the most recent year Total Margin is positive OR Aggregated 3-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive. Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive.</b>
Approaches Standard	Aggregated 3-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard".
Does Not Meet Standard	Aggregated 3-Year Total Margin is less than or equal to -1.5 percent OR the most recent year Total Margin is less than -10 percent.

### 6. Cash Flow and Multi-Year Cash Flow

Calculation (example years are included as reference):

Most Recent Year Cash Flow: 2020 Cash and Investments minus 2019 Cash and Investments

Previous Year Cash Flow: 2019 Cash and Investments minus 2018 Cash and Investments

Multi-Year Cash Flow: 2020 Cash and Investments minus 2018 Cash and Investments

Data Source: Annual Fiscal Audit Report

Cash Flow and Multi-Year Cash Flow	
Exceeds Standard	The school has met standard for 3 or more consecutive years.
<b>Meets Standard</b>	<b>Multi-Year Cumulative Cash Flow is positive and Cash Flow is positive in the most recent year is positive, OR Multi-Year Cumulative Cash Flow is negative, but documentation identifies this as a result of a one-time, planned purchase (such as a facility remodel). Note: Schools in their first or second year of operation must have positive cash flow.</b>
Approaches Standard	Multi-Year Cumulative Cash Flow is positive, but Cash Flow is negative in the most recent year.
Does Not Meet Standard	Multi-Year Cumulative Cash Flow is negative and no documentation identifies this as a result of a one-time, planned purchase.

## 7. Debt Service Coverage Ratio

### Calculation:

If school owns its facility or if the school leases its facility and the lease is capitalized: (Net Income + Depreciation Expense + Interest Expense) divided by (Principal + Interest + Lease Payments)

If school leases its facility and the lease is not capitalized: (Facility Lease Payments + Net Income + Depreciation Expense + Interest Expense) divided by (Principal + Interest + Lease Payments)

Data Source: Annual Fiscal Audit Report

Debt Service Coverage Ratio Rubric	
Exceeds Standard	The school's debt service coverage ratio is 1.5 or greater OR the school operates debt-free.
<b>Meets Standard</b>	<b>Debt Service Coverage Ratio is between 1.1 and 1.49</b>
Approaches Standard	The school's debt service coverage ratio is between .9 and 1.09
Does Not Meet Standard	Debt Service Coverage Ratio is less than .9

## 8. Debt to Asset Ratio

Calculation: Total Liabilities divided by Total Assets

Data Source: Annual Fiscal Audit Report

Debt to Asset Ratio	
Exceeds Standard	The school has met standard for 3 consecutive years, OR the school operates debt-free.
<b>Meets Standard</b>	<b>The school's Debt to Asset Ratio is less than 0.9</b>
Approaches Standard	The school's Debt to Asset Ratio is between 0.9. and 1.0
Does Not Meet Standard	The school's Debt to Asset Ratio is greater than 1.0

## 9. Financial Compliance Rubric

Calculation: Total Liabilities divided by Total Assets

Data Source: Annual Fiscal Audit Report, Desk Audit of Policies, Other Formal Notifications Received by School

Financial Compliance Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years.
<b>Meets Standard</b>	<b>Accounting Practices: finances are managed in compliance with GAAP.</b> <b>Financial Transparency: expenditures and contracts are posted on the school's site.</b> <b>Internal Controls: the school's internal controls are compliant.</b>
Approaches Standard	The school was informed of non-compliance with accounting practices, financial transparency, or internal controls, and prompt action to correct is in evidence.
Does Not Meet Standard	The school is operating under a notification of fiscal concern or a notification of possible or imminent closure OR the school was informed of non-compliance with accounting practices, financial transparency, or internal controls and the issues were not corrected within 30 days.

**Appendix C: Charter**

# **Blackfoot Charter Community Learning Center K-8**

Revised Charter to Include 6<sup>th</sup>-8<sup>th</sup> Grades

Amendments Approved April 9, 2015

Blackfoot Charter Community Learning Center

2801 Hunters Loop

Blackfoot, Idaho, 83221

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**TAB 1**

**ARTICLES OF INCORPORATION**

**I**

The name of the corporation is Blackfoot Charter Community Learning Center, Incorporated.

**II**

The corporation is a subordinate corporation created under the authority of the Blackfoot School District Board of Trustees, County of Bingham, State of Idaho.

**III**

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes. The specific purpose of the corporation is to manage, operate, guide, direct and promote the Blackfoot Charter Community Learning Center, an Idaho Public Charter School.

**IV**

The name and address of the corporation's initial agent for service of process are:

Fred Higley  
10 North University  
Blackfoot, Idaho 83221

**V**

The corporation shall dissolve whenever the corporation's Charter is surrendered to, taken away by, or revoked by the Idaho Public Charter School Commission.

**VI**

In the event of the dissolution of the Corporation for any reason, any assets of the Corporation remaining after compliance with applicable provisions of the Idaho Nonprofit Corporation Act will be distributed by the Corporation to the Idaho Public Charter School Commission.

Blackfoot Charter Community  
Learning Center  
BYLAWS  
OF  
BLACKFOOT CHARTER COMMUNITY LEARNING CENTER, INCORPORATED  
An Idaho Nonprofit Public Corporation

ARTICLE 1

OFFICES

The corporation's principal office shall be fixed and located at such place within the attendance boundaries of the Blackfoot School District in the County of Bingham, State of Idaho as the Board of Directors ("Board") shall determine. The Board is granted full power and authority to change the principal office from one location to another within such attendance boundaries in the County of Bingham, State of Idaho.

ARTICLE 2

PURPOSE

The specific and general purposes of the corporation are to establish, manage, and operate a public charter school and provide an educational program for elementary age students.

ARTICLE 3

NO MEMBERS

Section 3.1 No Members

The corporation shall have no members. Any action which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise by law vest in the members shall vest in the board.

Section 3.2 Associates

Nothing in this Article 3 shall be construed to limit the corporation's right to refer to persons associated with it as "members" even though such persons are not members, and no such reference by the corporation shall render anyone a member within the meaning of Section 30-3-34 of the Idaho Nonprofit Corporation Act. Such individuals may originate and take part in the discussion or any subject that may properly come before any meeting of the Board, but may not vote. The corporation may confer, by amendment of its Articles of Incorporation or of these Bylaws: some or all of a members rights, set forth in the Idaho Nonprofit Corporation Act, upon any person who does not have the right to vote for the election of directors, on a disposition of

substantially all of the assets of the corporation, on a merger, on a dissolution, or on changes to the corporation Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of said Section 30-3-34.

The Board may also, but without establishing memberships, create an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the corporation.

## ARTICLE 4 DIRECTORS

### Section 4.1 General Powers

Subject to the limitations of the Idaho Nonprofit Corporation Act, the corporation's Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The number of Directors constituting the Board of the Corporation shall be not less than five (5) or more than seven (7) Directors. The function of the Board can be described as policy making, advising and evaluating. The Board shall have the further duty of directing the financial means by which the educational program is conducted. They shall also ensure that the community be informed of the needs, purposes, values and status of the charter school.

### Section 4.2 Specific Powers

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

- a. To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are consistent with law, the corporation's Articles of Incorporation or these Bylaws; and to fix their compensation;
- b. To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations *therefore* which are consistent with the law, the corporation's Articles of Incorporation or these Bylaws, as it deems best;
- c. To adopt, make and use a corporate seal and to alter the form of the seal from time to time, as it deems best;
- d. To borrow money and incur indebtedness for the purpose of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation's and other evidences of debt and securities therefore;
- e. To carry on a business at a profit and apply any profit that results from the business activity to any activity in which it may lawfully engage;
- f. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;
- g. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property;
- h. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose;

- i. To conduct an annual meeting of the Stakeholders of the Corporation, as described in the Charter, granted to the corporation by the Blackfoot School District Board of Trustees (the "Charter"); as used herein, "Stakeholders" means all pupils then attending Blackfoot Charter Community Learning Center, the parents and guardians of such pupils, all employees of Blackfoot Charter Community Learning Center, and such other persons and entities as the Board determines to be stakeholders of the corporation; and
- j. To carry out such other duties as are described in the Charter.

#### Section 4.3 Number. Election and Term of Directors

The authorized number of directors shall be five (5).

- a. Three of the Directors shall be elected at the Annual Stakeholders' meeting, and such Directors may be elected for up to three (3) two-year terms. Each person who was elected as a Director by virtue of being a parent with one or more children attending Blackfoot Charter Community Learning Center shall automatically be deemed to have resigned from and be removed from the Board at any time when their children no longer attends Blackfoot Charter Community Learning Center. Two of the Directors shall be appointed by the Board of Directors.

#### Section 4.4 Resignation and Removal

Subject to the provisions of Section 30-3-69 of the Idaho Nonprofit Public Corporation Act, any Director may resign effective upon giving written notice to the Chairman of the Board, or the Secretary of the Board, unless the notice specifies a later effective time. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective. A Director may be removed without cause by a majority of the Directors then in office, but only with the written consent of the designating person. Any Director may be removed without cause by the person designating such Director.

#### Section 4.5 Vacancies

- a. A Board vacancy or vacancies shall be deemed to exist if any Director dies, resigns, or is removed, or if the authorized number of Directors is increased.
- b. The Board may declare vacant the office of any Director who has been convicted of a felony, or has been found to have breached any duty arising under Article 30-3-85 of the Idaho Nonprofit Public Corporation Act or to be of unsound mind, by any court of competent jurisdiction, or has failed to attend four (4) or more meetings of the Board of Directors in any calendar year.
- c. Removal of a director for one or more of the reasons listed in Section 4.5.b above may be initiated by any member of the Board or by a majority vote petition of the Stakeholder's. The Board shall hold a public meeting within ten (10) school attendance days of receiving such a request or petition. Such meeting shall be conducted with regard for the reasonable due process rights of all parties and in public, except where either the Board or the Director whose removal is sought requests a closed session. Where a closed session is held, the final action of the Board of Directors shall be taken in public.
- d. A vacancy on the Board shall be filled in the same manner of selection as that used to select the Director whose office is vacant, provided that vacancies to be filled by election by Directors may be filled by a majority of the remaining Directors, although less than a quorum. Each Director so elected shall hold office until a successor has been appointed and qualified
- e. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

#### Section 4.6 Place of Meetings

Meetings of the Board may be held at the principal office of the corporation or at any other place that has been designated in the notice of the meeting or, if there is no notice, by resolution of the Board.

#### Section 4.7 Annual Meetings

The Board shall hold an annual meeting for the purposes of organization, selection of Directors and officers, and the transaction of other business.

#### Section 4.8 Regular Meetings

Regular meetings of the Board, including the annual meeting, shall be held without call or notice on such dates and at such times and places as may be from time to time fixed by the Board.

#### Section 4.9 Special Meetings

- a. Special meetings of the Board for any purpose (s) may be called at any time by the Chairman of the Board, or the Secretary.
- b. Special meetings of the Board may be held only after each Director has received four (4) days' notice by first class mail or forty-eight (48) hour notice given personally or by telephone, telegraph, telex or other similar means of communication.
- c. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the corporation or as may have been given to the corporation by the director for purposes of notice or, if an address is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the directors are regularly held.

Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

#### Section 4.10 Retirements Applicable to Meetings

Notwithstanding any other requirements contained in these Bylaws, all meetings of the corporation shall be held in compliance with all applicable requirements of the Idaho Nonprofit Corporation Act.

#### Section 4.11 Quorum and Voting

A Quorum consisting of three or more board of directors must be assembled to vote and conduct business.

#### Section 4.12 Waiver of notice

Notice of a meeting need not be given to any director who signs a waiver of notice, a written consent to the holding of the meeting, an approval of the minutes of the meeting, whether before or after the meeting, or who attends the meeting without protesting the lack of notice prior thereto or at its commencement. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

#### Section 4.13 Adjournment

A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the directors who were not present at the time of the adjournment.

#### Section 4.14 Rights of Inspection

Every director has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation provided such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the corporation's obligations to maintain the confidentiality of certain books, records and documents under any applicable federal, state or local law.

#### Section 4.15 Fees and Compensation

Directors shall not receive any compensation for their services; however, the Board may approve the reimbursement of a director's actual and necessary expenses incurred in the conduct of the corporation's business. The corporation shall carry liability insurance covering the directors and officers of the corporation as described in the charter in the conduct of the corporation's business.

#### Section 4.16 Restriction of Interested Directors

Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise excluding, any reasonable compensation paid to a director as a director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, • sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation

#### Section 4.17 Standard of Care

- a. A director shall perform all duties of a director, including duties as a member of any committee of the board on which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation and with such care, including the duty to make a

reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.

- b. In performing the duties of a director, the director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:
  - 1. One or more officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;
  - 2. Legal counsel independent accountants or other persons as to matters that the director believes to be within such, person's professional or expert competence; or
  - 3. A committee of the Board upon which the director does not serve as to matters within its designated authority, provided the director believes that the committee merits confidence and the director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.
- c. Expert with respect to assets that are directly related to the corporation's charitable programs, the Board shall avoid speculation in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the corporation's investments. Instead, the Board is to consider the permanent disposition of the funds, the probable income, and the probable safety of the corporation's capital, and is to comply with the express terms of the instrument or agreement, if any, pursuant to which the assets were contributed to the corporation.

## ARTICLE 5 OFFICERS

### Section 5.1 Officers

The officers of the corporation shall be a Chairman of the Board, Vice Chairman, Secretary, and a Chief Financial Officer (Treasurer). The corporation may also have, at the discretion of the Board, other officers as may be elected or appointed in accordance with the provisions of Section 5.3. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Chairman of the Board.

### Section 5.2 Election

The officers of the corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 5.3 or Section 5.6, shall be chosen at the annual meeting of the Board by and shall serve at the pleasure of the Board, and shall hold their respective offices until their resignation, removal or other disqualification from service, or until their respective successors shall be elected.

### Section 5.3 Subordinate

The Board may elect or appoint other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

#### Section 5.4 Removal

Any officer may be removed, either with or without cause, by the Board at any time or, except for an officer chosen by the Board, by any officer upon whom the Board may confer such power of removal. Any such removal shall be without prejudice to the rights, *if any*, of an officer under any contract of employment.

#### Section 5.5 Resignation

Any officer may resign at any time by giving written notice to the Board; such resignation may not prejudice the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### Section 5.6 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

#### Section 5.7 Charter Director

Subject to such powers, if any, as may be given by the Board to the Chairman of the Board, if there *is* such an officer, The Charter Director is the general manager and chief executive officer of the corporation and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the corporation. In the absence of the chairman of the Board, or if there is none, the vice chairman shall preside at all meetings of the board. The Charter Director has the general management powers and duties usually vested in the office of President and general manager of a corporation as well as such other powers and duties as may be prescribed from time to time by the board.

#### Section 5.8 Assistant Charter Director

In the absence or disability of the Charter Director, the assistant Charter Director will perform all the duties of the Charter Director and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Charter Director. The Assistant Charter Director shall have such other powers and perform such other duties as the Board may prescribe from time to time.

#### Section 5.9 Secretary

- a. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, including the following information for all such meetings: the time and place of holding; whether regular or special; if special, how authorized; the notice thereof given; the names of those present and absent, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of Idaho the original or a copy of the corporation's Articles of Incorporation and Bylaws, as amended to date, and a register showing the names of all directors and their respective addresses. The Secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument.

- b. The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, and shall distribute the minutes of meetings of the Board to all its members promptly after the meetings; shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the Treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 5.10 Chief Financial Officer (Treasurer)

- a. The Chief Financial Officer of the corporation shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts and disbursements. The books of account shall at all times be open to inspection by any Director.
- b. The Chief Financial Officer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as may be designated from time to time by the Board. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board, and shall render to the Board of Directors, upon request, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation. The Chief Financial Officer shall present an operating statement and report, since the last preceding regular Board meeting, to the Board at all regular meetings. The Chief Financial Officer shall have such other powers and perform in such other duties as may be prescribed from time to time by the Board.

ARTICLE 6

COMMITTEES

Section 6.1 Board Committees

The Board may, by resolution adopted by a majority of the Directors then in office, provided that a quorum is present, create one or more standing or ad hoc committees, each consisting of at least two (2) members of the Board, to serve at the pleasure of the Board. Appointments to such Board committees shall be by majority vote of the Directors then in office, and the chairperson of such Board committees shall be appointed by chairman of the Board, or the Charter Director . Unless otherwise provided in these Bylaws or by the laws of the State of Idaho, each committee shall have all of the authority of the board to the extent delegated by the Board, except that no committee, regardless of Board resolution, may:

- a. Fill vacancies on the Board or on any committee which has the authority of the Board;
- b. Fix compensation of Directors for serving on the Board or any committee;
- c. Amend or repeal Bylaws or adopt new Bylaws;
- d. Amend or repeal any resolution of the Board which by its express terms is not so amendable or reparable;
- e. Appoint committees of the Board or the members thereof;
- f. Approve any action for which the Idaho Nonprofit Public Corporation Act requires the approval of the Board.

### Section 6.2 Meetings and Action of Board Committees

The Board shall have the power to prescribe the manner in which proceedings of any such board committee shall be conducted. In the absence of any such prescription, the committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the board or such committee shall otherwise provide, meetings and actions of Board committees shall be governed by, held and taken in accordance with, the provisions of Article 4 of these Bylaws which concern meetings of the Board, with such changes in those provisions as required by this Article 6 and as necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of the committees may be determined either by resolution of the Board or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board. Notice of special meetings of Board committees shall be given to any and all alternate members who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any Board committee not inconsistent with the provisions of these Bylaws.

### Section 6.3 Executive Board

At the Board of Directors discretion, an executive board may be organized. The Executive Board is a Board committee composed of five -parent members of the Board and two faculty members of the Board. The Charter Director serves as the non-voting administrative officer of the Executive Board. Subject to the restrictions composed by law and by the Bylaws, the Executive Board shall have the authority to resolve agenda items when an item is delegated to the Executive board by the Board, and to sit as an administrative board with respect to recommendations for expulsion of a student from Blackfoot Charter Community Learning Center, and to act in the event of an emergency. The Executive Board shall report all actions it takes to the Board at the Board's next meeting.

### Section 6.4 Other Committees

- a. The Charter Director, subject to the limitations imposed by the Board, or the Board may create other committees, either standing or special, to serve the Board that do not have the powers of the Board. The Charter Director shall appoint members to serve on such committees, and shall designate the committee chairperson. Each member of a committee shall continue as such until the next annual election of officers and until his or her successor is appointed, unless the member sooner resigns or is removed from the committee.
- b. Meetings of a committee may be called the Charter Director, the chairperson of the committee or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. Each committee tray keep minutes of its proceedings and shall report periodically to the Board. A committee may take action by majority vote.
- c. Any member of a committee may resign at any time by giving written notice to the chairperson of the committee or to the President/Chief Education Officer. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The Charter Director may, with prior approval of the

Board, remove any appointed member of a committee. The Charter Director, with the Board's approval, shall appoint a member to fill a vacancy in any committee or any position created by an increase in the membership for the unexpired portion of the term.

## ARTICLE 7 SELF-DEALING TRANSACTIONS

### Section 7.1 Definition

Self-dealing transaction means a transaction to which the corporation is a party and in which one or more of the Directors ("interested Director(s)") has a material financial interest.

Notwithstanding this definition of self-dealing transaction, the following transactions are not self-dealing transactions, and are subject to the Board's general standard of care:

An action by the Board fixing the compensation of a Director as a Director or officer of the corporation; a transaction which is part of a public or charitable program of the corporation if the transaction is:

1. Approved or authorized by the corporation in good faith and without unjustified favoritism, and
2. Results in a benefit to one or more Directors or their families because they are in a class of persons intended to be benefited by the program;
3. A transaction of which the interested Directors have no actual knowledge, and which does not exceed the lesser of one percent (1%) of the corporation's gross receipts for the fiscal year immediately preceding, the year in which such transaction occurs or One Hundred Thousand Dollars (\$100,000)

### Section 7.2 Action of the Board

If the transaction appears to be a self-dealing transaction, the interested Director must demonstrate the following in order to sustain the validity of the transaction:

- a. That, prior to consummating the transaction or any part thereof, the Board authorized or approved the transaction in good faith by vote of a majority of the Directors then in office excluding the vote of the interested Director(s) and with knowledge of the material facts concerning the transaction and the interested Director's interest in it. Except as provided in Section 7.4 action by a committee of the Board will not satisfy this requirement;
- b. That either:
  1. Prior to authorizing or approving the transaction, the Board considered and in good faith determined after reasonable investigation that the corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances; or
  2. The corporation in fact could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.
- c. That the corporation entered into the transaction for its own benefit; and
- d. That the transaction was fair and reasonable as to the corporation at the time the corporation entered into the transaction.

### Section 7.3 Interested Director's Vote

In determining whether the Board validly met to authorize or approve a self-dealing transaction, interested Directors may be counted to determine the presence of a quorum, but an interested

Director's vote may not be counted toward the required majority for such authorization, approval or ratification.

#### Section 7.4 Committee Approval

A Board committee may approve a self-dealing transaction in a manner consistent with the standards prescribed for approval by the Board if: it was not reasonably practical to obtain approval of the Board prior to entering into the transaction; the Board determines in good faith that the committee met the same requirements the Board would have had to meet in approving the transaction; and the Board ratifies the transaction at its next meeting by a vote of a majority of the Directors then in office, excluding the vote of the interested Director(s).

#### Section 7.5 Persons Liable and Extent of Liability

If a self-dealing transaction has not been approved as provided above, the interested Director(s) may be required to do such things and pay such damages as a court may provide as an equitable and fair remedy to the corporation, considering any benefit received by it and whether or not the interested Director(s) acted in good faith and with the intent to further the best interests of the corporation.

#### Section 7.6 Statute of Limitations

An action to remedy an improper self-dealing transaction, brought by a proper party, must be commenced either:

- a. Within two (2) years after written notice puttin<sup>g</sup> forth the material facts of the transaction and the interested Director's interest in it was filed with the Attorney General in accordance with the Attorney General's regulations; or
- b. If no such notice is filed, within three (3) years after the transaction occurred, except that the Attorney General shall have ten (10) years after the transaction occurred within which to file an action.

#### Section 7.7 Corporate Loans and Advances

The corporation shall not make any loan of money or property to or guarantee the obligation of any Director or officer, provided, however, that the corporation may advance money to a Director or officer of the corporation or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or Director, if, in the absence of such advance, such Director nr officer would be entitled to be reimbursed for such expenses by the corporation, its parent or any subsidiary.

#### Section 7.8 Annual Statement of Certain Transactions

The annual statement shall be furnished to the Directors for any fiscal year in which a transaction or indemnification of the kind described in a. or b. below took place:

- a. A transaction in which the corporation or a parent or subsidiary was a part'; and a Director or officer of the corporation or a parent or subsidiar<sup>y</sup> or a holder of more than ten percent (10%) of the voting power of the corporation or a parent or subsidiary had a direct or indirect material financial interest and which involved Fifty Thousand Dollars (550,000) or more or which was one of a number of such transactions which involved the same interested person and which amounted in the aggregate to Fifty Thousand Dollars (550,000) or more; or

- b. Any indemnifications or advances aggregate more than Ten Thousand Dollars (\$ 10,000) paid during the fiscal year to any officer or Director of the corporation or a parent or subsidiary. Such statement shall be mailed or delivered to the Directors within one hundred twenty (120) days after the close of the corporation's fiscal year.

ARTICLE 8.  
OTHER PROVISIONS

Section 8.1 Validity of Instrument

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the corporation and any other person, shall be valid and binding on the corporation when signed by the Charter Director or any Vice President and the Secretary or Treasurer of the corporation, unless the other person has actual knowledge that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner and from time to time shall be determined by the Board and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or amount.

Section 8.2 Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the General Provisions of the Idaho Nonprofit Corporation Act and in the Idaho Unincorporated Nonprofit Associations Act shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both the corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only are not intended to limit or define the scope or effect of any provision.

Section 8.3 Authority to Vote Securities

The Charter Director, or any other officer(s) authorized by the Board is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all voting securities of any other corporation(s) standing in the name of this corporation. The authority granted herein may be exercised either in person or by any person authorized to do so by proxy or by power of attorney executed by the Charter Director or authorized officer.

Section 8.4 Fiscal Year

The fiscal year of the corporation shall begin on July 1 and end on June 30.

Section 8.5 Conflict of Interest

Any Director, officer, key employee, or committee member having an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure

shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor participate (other than to present factual information or to respond to questions) in the discussion or deliberations with respect to, such contract or transaction. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest policies requiring:

- a. Regular annual statements from Directors, officers, key employees to disclose existing and potential conflict in interest; and
- b. Corrective and disciplinary actions with respect to transgressions of such policies. For the purpose of this Section, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the corporation or is a Director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

#### Section 8.6 Interpretation of Charter

In any instance in which the provisions of these Bylaws are in conflict with the provisions of the Charter, the provisions of these Bylaws shall control.

### ARTICLE 9 INDEMNIFICATION OF AGENTS OF THE CORPORATION; PURCHASE OF LIABILITY INSURANCE

#### Section 9.1 Definitions

For the purpose of this Article, "agent" means any person who is or was a Director, officer, employee or other agent of this corporation, or is or was serving at the request of this corporation as a Director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a Director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor or corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation, attorney's fees and any expenses of establishing a right to indemnification under Section 9.2 c. or Section 9.2 d. (2) of this Article.

#### Section 9.2 Indemnification of Agents

- a. This corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action brought under Section 30-3-88 of the Idaho Nonprofit Corporation Act, or an action brought by the Attorney General of Idaho or a person granted relater status by the Attorney General of Idaho for any breach of duty relating to assets held in charitable trust) by reason of that fact that such person is or was an agent this corporation, against expenses, judgment, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner

such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation, nor that the person had reasonable cause to believe that the person's conduct was unlawful.

- b. This corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation, or brought under Section 3-3-88 of the Idaho Nonprofit Corporation Act, or brought by the Attorney General of Idaho or a person granted relater status by the Attorney General of Idaho for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 9.2 b:
  - 1. In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person's duty to this corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for expenses which such court shall determine;
  - 2. Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
  - 3. Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General of Idaho.
- c. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in subsection a. or b. of this Section 9.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.
- d. Except as provided in subsection c. of this Section 9.2, any indemnification under this Section 9.2 shall be made by this corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subsection a. or b. of this Section 9.2, by:
  - 1. A majority vote of a quorum consisting of Directors who are not parties to such proceeding; or
  - 2. The court in which such proceeding is or was pending, upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense whether or not such application by the agent, attorney or other person is opposed by this corporation.
- e. Expenses incurred in defendin<sup>g</sup> any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be

indemnified as authorized by this Section 9.2. f. No provision made by this corporation to indemnify its or its subsidiaries Directors or officers *for* the defense of any proceeding, whether contained in the Articles of Incorporation, these Bylaws a resolution of the Directors, an agreement or otherwise, shall be valid unless consistent with this Section 9.2. Nothing contained in this Section 9.2 shall affect any right to indemnification to which persons other than such Directors and officers may be entitled by contract or otherwise.

- f. No indemnification or advance shall be made under this Section 9.2, except as provided in Section 9.2 c. or Section 9.1 d.(2) hereof, in any circumstances where it appears:
  - 1. That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws or an agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
  - 2. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

### Section 9.3 Purchase of Liability Insurance

Upon and in the event of a determination by the Board to purchase such insurance, this corporation may purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability under the provisions of this Article; provided, however, that this corporation shall have no power to purchase and maintain such insurance to indemnify any agent of this corporation for violation of Section 30-3-88 of the Idaho Nonprofit Corporation Act.

### Section 9.4 Non applicability to Fiduciaries of Employee Benefit Plans

This Article 9 does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent, as defined in Section 9.1, of the employer corporation. The corporation shall only have the power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by law.

## ARTICLE 10 AMENDMENTS

### Section 10.1 Bylaws

These Bylaws will be reviewed at least once every four (4) years and shall be documented as to the date of such review. New Bylaws may be adopted or these Bylaws may be amended or repealed by a majority vote of the Board.

## CERTIFICATE OF BYLAWS

I certify that I am the initial agent of Blackfoot Charter Community Learning Center, Incorporated, an Idaho nonprofit corporation, and that the foregoing Bylaws, constitute the Bylaws of such corporation, IN WITNESS WHEREOF, I have signed my name to this certificate on November 11, 2010.

---

John Heintzelman

### **Signatures of Qualified Electors**

See Appendix A.

### **Mission Statement**

The mission of the Blackfoot Charter Community Learning Center is to know each student well enough to challenge and meet their individual academic and developmental needs. This is accomplished through a goal-driven environment that includes multi-grade classrooms, small groups, interactive technology, and brain-based learning. These are supported by a high level of teacher collaboration and professional development.

### **Vision Statement**

The vision of Blackfoot Charter Community Learning Center is to create a school that incorporates the very best instructional techniques supported by brain-based learning research. All learning activities will focus on the individual needs of each student. Our goal is to create a school where learning is fun, challenging, and meaningful to each individual. Students will gain a strong sense of self-worth and a respect for others as they receive a solid academic foundation. The academic program at BCCLC will prepare them to become active listeners, critical readers, proficient writers and competent problem solvers.

**TAB 2**  
**PROPOSED OPERATION AND POTENTIAL EFFECTS**  
**FOR THE PUBLIC CHARTER SCHOOL**

**Facilities**

In 2005, Blackfoot Charter Community Learning Center moved into its newly constructed building at 2801 Hunters Loop, Blackfoot, Idaho. This 8,300 square foot facility includes eight classrooms, 6 offices, a media center, a commons/cafeteria area, restrooms, a faculty workroom, a large, fenced playground and a paved parking lot. There is room to expand through constructing additional classrooms or even adding portable classrooms on site.

**Primary Attendance Area**

The primary attendance area will be the Blackfoot School District; however, students from other areas may be enrolled as per Idaho Code Section 33-5205(3) (j), BCCLC currently enrolls approximately 120 students in six grades. It is anticipated that this could grow to as many as 100 per grade level at a future date. The school will endeavor to maintain small class sizes, with a goal of approximately twenty students per class.

BCCLC's K-5 population is housed in two adjacent buildings owned by the school. There are an additional 8 portable classrooms available on the current campus. 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade students will be housed separately at facilities leased from Woodbury Corporation located at 1350 Parkway, in Blackfoot. Attached is a letter from Woodbury expressing their willing to provide facilities.

**Facility Plan (Specific to the Middle School Grades and Program)**

For middle level students, BCCLC will lease approximately 5,600 square feet of space from Woodbury Corporation. This is located in the Riverside Plaza, adjacent to space occupied by Bingham Academy High School. Specifications for the space are as follows:

- 3380 square feet classroom space (5 rooms)
- 300 square feet office space
- 570 square feet restrooms
- 150 square feet serving kitchen
- 1200 square feet lunchroom/multipurpose space

The yearly least cost (including CAM) is \$5.88 per square foot; this calculates to a lease cost of \$32,928. A letter expressing Woodbury Corporation's willing to lease this space is included. P.E. facilities will be provided by Gold's Gym, located less than 400 feet away (letter attached). BCCLC will continue to contract lunch services from Blackfoot School District. Future K-5 classrooms are available on site at 2801 Hunters Loop. Additional lease space is available from Woodbury Corp. for future 6-8 growth.

## **Administrative Services**

Administrative services are provided by the school Director, with support from the Board of Directors. A full-time secretary handles paperwork and required reporting and a part-time business manager takes care of the school's fiscal affairs. The Director coordinates with the Charter School Board of Directors and determines the day-to-day operations of BCCLC.

An independent financial audit is performed each year by an independent auditor (not affiliated with IBCCLC). Annual programmatic operations and financial reports are prepared and presented to the Board of Directors as required.

The Director will also serve as the liaison between the Board of Directors, the Idaho Charter School Commission, and parents. Funding sources will include state allocation per pupil, federal grants, private grants, business partnerships, and donations. The BCCLC board is ultimately responsible to the Commission and at least one member will be present at every Commission meeting for which BCCLC is on the agenda.

### **The Manner in Which Administrative Services of the School are to be provided (Specific to the Middle School Grades and Program)**

BCCLC provides current administrative oversight and leadership for the 6<sup>th</sup>-8<sup>th</sup> program. The central BCCLC office operates as the central office for the 6<sup>th</sup>-8<sup>th</sup> grade program. The Business Manager of BCCLC performs all duties of business management, accounting, and ISEE uploading, imputing, and reporting for the middle grades. The current administration ensures all programs, class offerings, credits, communications, etc. are executed correctly and consistently. If the middle grades are located on a separate campus than the K-5 program, an additional administrator will perform the oversight and leadership duties as mentioned above, with close collaboration with the other administration.

#### **Enrollment and Effects of Enrollment:**

After accepting returning students for the 2014-2015 year, BCCLC had 287 students on its 2014-2015 waiting list. Based on actual student addresses from the Spring 2015 waiting list, it is anticipated that 37% of BCCLC's new growth will come from surrounding school districts, not Blackfoot. There is no elementary charter school option available in the Snake River, Firth, or Shelley School Districts. Many parents from these areas have placed their students on the BCCLC waiting list.

#### **Enrollment Cap**

BCCLC's enrollment cap will top out in the 2022-23 school year at 810 students in grades K-8. The school will progressively increase enrollment to approximately 90 students per grade level as indicated in the chart (See Tab 7). The strategic plan for growth will be a gradual process, adding no more than two new elementary support units and two new middle school units per year between the 2015-2016 and the 2022-2023 school year. The actual number of students in each

grade level may vary somewhat from the projections in the chart (See Tab 7), but total enrollment will not exceed the projected totals for any given year. Total projected enrollment, Kindergarten through 8<sup>th</sup> grade, for the 2015-2016 school year, is 490 students.

### **Strategic Growth Plan**

Classes at BCCLC are multi-age; students are assigned to classrooms based on the best placements to meet their individual needs. BCCLC's annual enrollment lottery is based on the actual, age-based grade levels of students. That is, students who would be in a given grade at a traditional public school are considered members of that grade for purposes of the enrollment lottery. Each year, students will be selected to fill available seats in accordance with the enrollment caps provided in the chart below.

A list containing the number of grade level openings will be publically posted prior to the lottery each year. Enrollment caps are based on the actual age-based grades of students regardless of classroom placement.

### **Potential Civil Liability and Insurance Coverage**

BCCLC insures its interests against damage and for liability exposures. Liability and property insurance coverage is similar to the coverage purchased by other charter schools and districts. Proof of insurance will be given to the Public Charter School Commission each time it is renewed. The school will maintain policies of general liability insurance and insure all assets as required by the State. The Idaho State Board of Education and the chartering agency shall have no liability for the acts, omissions, debts or other obligations of this charter school, except as may be provided in an agreement or contract between the state and Blackfoot Charter Community Learning Center.

**TAB 3**  
**EDUCATIONAL PROGRAM AND GOALS;**  
**FULFILMENT OF EDUCATIONAL THOROUGHNESS**  
**STANDARDS 33-1612 & 33-5205(3)(a)**  
**Thoroughness Standards (Idaho Code 33-1612)**

Blackfoot Charter Community Learning Center fulfills all thoroughness standards identified in Idaho Code 33-1612. The school has established a system of instruction that addresses the following standards:

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

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

**Objectives:** Blackfoot Charter Community Learning Center ~~will~~ including the BCCLC middle grades will:

- Emphasize creating a positive school climate and not punitive rules and regulations.
- Make expectations clear, teach appropriate behaviors, and foster responsible decision-making skills.
- Establish and maintain consistent rules based on age-appropriate behavior.
- Empower educators with the responsibility to maintain classroom discipline.
- Provide early intervention and correction of unacceptable behavior.
- Help teachers to maintain orderly classroom conduct necessary for teaching and learning.
- Develop and maintain a staff/student handbook that provides rules and guidelines for physical safety. These guidelines include procedures for fire drills, reporting unsafe equipment, methods for checking students in and out of school, notification of parents' rights, and staff monitoring responsibilities.
- Maintain a facility and adopted policies that meet all required city, state, and federal health, accessibility, safety, fire, and building codes for public schools; these are regularly inspected as required to ensure the safety of students and staff.
- Establish, publish, and enforce policies that define acceptable and unacceptable behavior, including zero tolerance for weapons, violence, gangs, and use or sale of alcohol and drugs.
- Create and maintain an environment that encourages parents and other adults to visit the school and participate in the school's activities.

**Standard b. Educators are empowered to maintain classroom discipline.**

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

Objectives: Blackfoot Charter Community Learning Center has:

- Developed and will maintain policies that ensure a positive teaching and learning environment with an emphasis on high expectations of behavior and performance.
- Continues to refine our character education program, where basic values and manners are taught through the curriculum. Character education is the deliberate effort to help students to understand, care about, and act upon core ethical values. Destructive youth behavior such as violence, dishonesty, selfishness, lack of respect for authority, poor work habits, and limited self-discipline have one thing in common, that is the absence of good character. Schools have the responsibility to help students cultivate basic values that will guide their behavior.
- Developed and will continue to maintain a student handbook that provides a code of conduct that includes clear expectations and consequences for unacceptable behavior, and a process for teachers to handle minor and major infractions in the classroom setting. Staff will continue to teach appropriate behaviors and foster responsible decision-making skills.
- Established and will maintain consistent rules aligned throughout the school.

Objectives: In addition to the objectives above, BCCLC Middle grades will use the homeroom period model to build upon the K-5 character education program, and expose students to an intentional Character Education program which will:

- Re-enforce positive societal traits including diligence, perseverance, and selfless service into their academic training
- Use classroom procedures which will allow students to assume leadership positions by taking on various roles
- Use certain Liberal Arts to reinforce Ethics and their roles as models of appropriate and healthy societal behavior
- Involve team emphasis and the effects of discipline issues on the success of and abilities of the teachers and the students' peers in working together

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

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

Objectives: Blackfoot Charter Community Learning Center will including the BCCLC middle grades will:

- Emphasize the importance of adults modeling essential values at school.
- Help students build personal bonds and carry out responsibilities to one another and to the faculty and staff.
- Develop a sense of community and service within the school, and between the school and the larger community. Community service instills a sense of individual, social, and civic responsibility, and enables the student to use newly found knowledge to solve community problems.
- Help students clarify their values and build personal bonds and responsibilities to one another.
- Promote and reward efforts of hard work maintained in students' zone of development.

***Standard d. The skills necessary to communicate effectively are taught.***

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

Objectives: Blackfoot Charter Community Learning Center will:

- Emphasize meaningful language experience in reading, writing, and spelling, enhanced by dramatization and memorization.
- Provide a technology-rich environment that enhances communication.
- Provide instruction in a foreign language. Knowledge of a second language is essential in many occupations. In addition, knowledge of a second language boosts English proficiency, improves memory and self-discipline, and enhances verbal and problem-solving skills.

Objectives: In addition to the objectives above, BCCLC Middle grades will engage students in critical higher order thinking to maximize communication by:

- Further exposing students to critical thinking skills including Application, Analysis, Synthesis, and Evaluation
- Challenging students to clarify and better articulate their thinking influenced by these critical thinking processes
- Using multiple methods of communication and delivery including portfolios, projects, presentations, and peer collaboration, in order to better communicate their conceptions, evidences, understandings, points-of view, evaluations, arguments, conclusions, and opinions

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

Goal: At the age appropriate level, develop an educated citizenry for the 21st century through a dynamic, interactive academic program where the pacing pace is driven by student capabilities, rather than textbooks. Students must be well grounded in the basics, such as reading, writing, mathematics, science, and social studies.

Objectives: Blackfoot Charter Community Learning Center will:

- Use the content standards as a starting point. These are enhanced by a focus on meeting all national academic achievement standards.
- Use a variety of methods to ensure student learning. In addition to traditional approaches, methods of instruction that employ technology are used throughout the curriculum. This includes a strong emphasis in areas such as teaching math through direct instruction and the Mathematical Thinking for Instruction model, hands-on experimentation for science, multiple small group and cooperative learning experiences, and the integration of resources such as the INL and other local industries into classroom and field instruction.
- Students, parents, and educators work together to develop a Personalized Learning Goal for each student. This will consider the student’s strengths and weaknesses. The faster learner is continuously presented with new challenges. The slower learner benefits from extra help, multiple methods, and multiple environments.
- Use field trips and career development discussions are used, as needed.

Objectives: Building upon the objectives above, BCCLC middle grades will prepare students to contribute to the work force by continually helping students develop knowledge and skill sets for “careers” and global/workforce development by:

- Providing a contextual curriculum where the offerings are intentionally coordinated to support, overlap, and build upon each other (inter-connect);
- Using subject matter integration to demonstrate the inter-relationships between Science, Technology, Engineering, the Arts, and Mathematics, and to demonstrate how many career pathways and career trends require an integration of these core subject matter
- Exposing students to socially relevant science, technology, engineering, mathematics, fine arts, liberal arts, and sociological, cognitive, and psychological basics
- Assisting students to begin identifying their needs, wants, and responsibilities to prepare for further educational and career pathways

***Standard f. The skills necessary for the students to enter the work force are taught.***

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

Objectives: Blackfoot Charter Community Learning Center will:

- Provide a strong foundation in basic reading, writing, science, and mathematics skills.
- Provide a technology-rich environment that supports and encourages the effective use of technology as a learning tool.

- Enable students to develop the following intellectual habits important in the work place: adapting to new situations, and responding effectively to new information; solving problems; locating and evaluating information from a variety of sources; making flexible connections among various disciplines of thought; thinking logically, and making informed judgments.
- Enable students to develop the following personal habits important in the work place: accepting responsibility for personal decisions and actions; honesty, courage, and integrity; a healthy lifestyle; empathy, courtesy, and respect for differences among people; self-confidence; concentration and perseverance; responsible time management; assuming a fair share of the work load; and working cooperatively with others to reach group consensus.

Objectives: Building upon the objectives above, BCCLC middle grades will nurture and enhance these skills:

- Through the use of collaborative environments; students work collaboratively with each other on teams, projects, and problem solving
- By teaching students to use intentional “Team Dynamics” to solve problems and identify solutions
- By exposing students to practical, reality based situations and opportunities to apply STEAM knowledge and skills

***Standard g. The students are introduced to current technology.***

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

Objectives: Blackfoot Charter Community Learning Center will:

- Use interactive technology as tools in an integrated educational program.
- Emphasize the acquisition of computer skills as an important medium for communication and research.
- Use computers as tools for such activities as accessing information, authoring, computation, record keeping, data storage, and communication.

Objectives: Building upon the objectives above, BCCLC middle students will enhance their exposure to and proficiency in latest technological tools by:

- Becoming proficient in office applications (i.e. Microsoft Office, Photoshop, etc.)
- Enhancing their collaboration skills through various online and electronic collaboration platforms
- Participating in Virtual classrooms
- Using tools which collect, compute, analyze, and store or present subject matter in classes
- Exposure to global technological integration (How other countries, economies,

businesses, and market systems apply technology in Sciences, Engineering, the Arts, and Mathematics

- Accessing on-line libraries of STEAM based projects, activities, and tools

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

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

Objectives: Blackfoot Charter Community Learning Center will:

- Enable students to develop the following habits of responsible citizens: accepting responsibility for personal decisions and actions; honesty, courage and integrity; empathy, courtesy and respect for differences among people; assuming a fair share of the work load; and working cooperatively with others to reach group consensus.
- Provide a well-developed social studies curriculum that enable students to understand and apply concepts and principles embedded in history, geography, political science, economics, etc..

Blackfoot Charter Community Learning Center will achieve the Thoroughness Standards through its basic curriculum and the unique aspects of the schools expanded curriculum and resources. Instruction of the curriculum is accomplished using an aligned proactive method. A combination of a strong emphasis on kindness, the “golden rule,” and a reward system, which honors children who are hard-working, responsible, honest, and respectful, has created an environment allowing peace of mind and maximizing learning potential.

### **Defining an Educated Person**

An educated student is one who is prepared for a life where technology and science are an integral part of everyday activities and career opportunities. The modern world requires a solid foundation in the core curricular curriculum areas, environmental understanding, and an in-depth knowledge of technologies. In addition, children need the ability to accept personal responsibility, work cooperatively as a team member, and possess the ability to solve complex problems.

### **When Learning Best Occurs**

Blackfoot Charter Community Learning Center believes that a safe environment creates the setting where both remedial development and accelerated learning best occur. Blackfoot Charter Community Learning Center’s core educational philosophy is that learning best occurs when:

- students see the connection between what they learn and the real world
- students are actively engaged in hands-on and practical tasks
- learning activities are integrated, meaningful, and applicable
- learners students work both individually and as responsible members of a group

- students, parents, and educators work together to identify academic and personal learning goals
- expectations are clearly communicated to students
- learners students are expected to master challenging knowledge and skills
- learning goals are individualized and advanced learning opportunities are available
- the educational program includes character education and community service
- the learning experience contributes to the development of positive self esteem

### **Personal Learning Goals**

At the beginning of each school year and at each parent/teacher conference, Personal Learning Goals will be established and/or reviewed for each student. While younger elementary children may lack the ability to significantly participate, by second grade most are able to contribute, t. This ability increases significantly with each succeeding year. In addition to helping students develop and understand individual learning goals, teachers provide support for learners students to set goals, track progress, and obtain appropriate materials. In order for learning goals to be effective they must be:

- Specific
- Measurable
- Challenging
- Reliable
- and have a completion date

BCCLC is committed to the concept that during the elementary years, each student has the right to an education without fear of taunting, teasing, ridicule, or violence. Each parent has the right to expect a school to provide a safe and secure environment for his/her child. Every teacher has the right to work without the threat or fear of violence.

### **Instructional Methods**

Blackfoot Charter Community Learning Center is distinguished by the multiplicity of ways in which it seeks to ensure student learning. Some of these are highlighted in the sections that follow. BCCLC uses both common and uncommon means to achieve common ends. Through its multiple methods, all students are potentially successful and capable of fulfilling their individual potential. Blackfoot Charter Community Learning Center plans to use the specific methods mentioned earlier (see “Standard e” in Section III.B. Idaho Thoroughness Standards) and the following instructional methods:

1. Hands-on learning: An educated learner needs to know clearly defined skills and concepts that often can best be learned through hands-on experience. The traditionally approach is often predominately lecture-based. The Charter School will emphasize hands-on as well as computer and other technology-based learning to provide the opportunity for as much hands-on learning as possible.
2. The Inquiry and Problem-Solving Method suggests that learning occurs when

individuals think critically and solve problems. The predominant premise of this method is that it is important to know how to retrieve and use the information, not just to have instant recall and possession of the information.

3. The Individualized Learning Method attempts to personalize the learning process to the interests of the individual by allowing students to develop goals for their self-study. The reasons for learning thus become intrinsic--one's own curiosity and personal applicability of the information learned.

4. The Discussion Method encourages learning through sharing of information and concepts within a group, with the thinking process playing an important role. A discussion leader is prepared to recognize each learner's level of understanding and can respond at the level most helpful to the learner.

Learning to apply the methodology and utilize technology will constitute a critical component of BCCLC's overall program. Professional development is a critical component of the BCCLC program. The success of any teaching method is largely dependent on the teacher's ability to apply the technique. For this to occur, individuals must 1) learn the theoretical foundations and 2) practice the specific processes in order to develop competency. This high level of professional development will occur through the following:

- Hiring new teachers well before the beginning of each new school year, and begin pre-service training
- extensive teacher mentoring
- a four day student week, with every Fridays set aside for targeted professional development
- teams of teachers who work cooperatively, and are provided structured team planning, mentoring, and professional development time
- opportunities for teachers to observe and work directly in the classroom with other teachers

The educational program at BCCLC is formed around three concepts:

1. Brain Based Research.
  - Teachers will present material that is active, engaging, and has immediate application. This information is built upon prior knowledge so the brain will have something to attach new learning to. Learning is a process of forming neural networks through the recognition of patterns. Patterns develop from experience and through large amounts of input to the brain; hence, teachers will develop and present lessons that immerse students into areas of high interest throughout the curriculum.
  - Music and motor development are an important in part of the educational program, and are used utilized to increase the academic performance of each student.

## 2. Interdisciplinary Approach

- The single subject textbook format has been replaced by an integrated brain brain-compatible method of wholes to parts. Students tend to learn more, and learn better more effectively when they study subjects in association with each other, and when they understand that all knowledge is related. Learning environments are created that fully immerse students in a learning experience.
- The school has adopted an interdisciplinary curriculum that is developmentally appropriate, and makes establishes connections to the real world.

## 3. Flexible Student Grouping

- This allows BCCLC opportunities to structure each day, and each student into learning groups, which encourages them to achieve their personal best. Flexible groups allow students to progress at their own pace, accelerating when possible, and reviewing when necessary.

BCCLC Middle grades will intentionally build upon the above instructional methods mentioned in this section as these methods engage the Kindergarten through fifth grades. As influenced by the established STEAM model approach, 6<sup>th</sup>-8<sup>th</sup> grade teachers will additionally engage the following methodologies:

### 1. Inter-disciplinary Lesson Collaboration

- Collaboration teams for teachers to develop, execute, and evaluate lesson units involving content specific subject matter across the 5 major disciplines of STEAM
- Each teacher instructs within his/her content specialty, but also works on co-planned units addressing benchmark concepts and skills identified by the Common Core and Idaho Content Standards across the 5 disciplines of STEAM

### 2. Team-based Problem Solving for Students

- Students are placed in teams with opportunities to rotate roles and teams in order to learn multiple perspectives during projects and assignments
- Students are intentionally recognized for skill sets unique to each of them; these skill sets are intentionally made known to other students, and teams are developed based on student collaboration and decision of team needs

### 3. Project-based Learning

- Assignments in the STEAM model are primarily based on projects in an effort to scaffold upon individual worksheets, assignments, and reports

### 4. Facilitator Teaching

- Teachers act as facilitators and projects mentors in addition to direct instruction and lecture

### 5. Student Mentoring Based on Proven Learning Theories including:

- Constructivism
- Project-Based learning

- Gardner’s Multiple Intelligences (Interpersonal: Self Smart, Interpersonal: People Smart, Linguistic: Word Smart, Logical- Mathematical: Logic Smart, Naturalist: Nature Smart, Spatial: Envisioning, Kinesthetic: Body Smart, Musical: Music Smart)
- Blooms Taxonomy

### **Curriculum Overview**

All students participate in a common core of learning that fulfills the school’s mission to produce students who possess the academic and personal habits, and attitudes desired of an educated citizen in the 21st century. It is the intent of the Blackfoot Charter Community Learning Center to remain aligned with the goals and objectives of the Idaho Thoroughness Standards.

BCCLC students:

- develop strong reading fluency and comprehension skills
- develop well defined oral and written skills
- develop their aesthetic talents in music, visual, and/or performance arts
- use knowledge, critical thinking, and logic to solve problems in mathematics, science and other curricular curriculum areas
- have sufficient knowledge of science to be responsible users of scientific information
- gain hands–on skills and practical knowledge in the use of technology across the curriculum
- understand and apply the knowledge, concepts, principles, and themes embedded in each of the social studies-history, geography, political science, and economics

In keeping with Blackfoot Charter Community Learning Center’s mission, BCCLC recognizes that education is more than the assimilation of facts. Proficiency in a discipline means that the learner becomes a capable practitioner and has a sufficient foundation to pursue advanced study. The Charter School emphasizes both the acquisition and application of knowledge.

The Idaho State Board of Education’s Thoroughness Standards serve as the starting point, and are enhanced with unifying themes and other creative methods. The subjects that make up the curriculum are listed, and briefly discussed below. Traditional core curriculum areas--language, arts, math, science, and social studies--remain strongly emphasized. They are augmented by with music, art, technology, health, and, physical, education.

### **Language Arts (Reading, Writing, and Language)**

The goal is to develop learners who are effective communicators, who enjoy literature, and who are lifelong readers and writers. Comprehensive Comprehension skills, grammar, and vocabulary are integrated within the literature program. Dramatization and memorization of accelerated vocabulary is a motivational aspect of the language arts experience. Writing includes creative, narrative, technical, and expository writing. Communication skills include speaking, oral, writing, and presentation skills. Teaching methods have been expanded to include modern technological tools.

## **Science and Health**

The science curriculum is a multi-year sequence that emphasizes hands-on experimentation, and functional knowledge of scientific phenomena. Science must take students beyond the factual approach of reading, reciting, drilling, and testing, science to actually “doing” and “feeling.” the science. This approach lets students experience the excitement of science, so they can better understand facts and concepts. Curriculum includes integrating the scientific method, constructing hypotheses, designing investigations, identifying variables, acquiring data, constructing data tables or data, constructing data graphs, identifying variables, and describing relationships between variables, acquiring and processing data, constructing hypotheses, and designing investigations.

## **Mathematics**

Students master computation processes, and proceed from basic counting into pre-algebra and/or algebra as individual ability dictates. Exploring, conjecturing, and thinking through concepts, as well as, numerical manipulative manipulation experiences engage students, and enhance learning. Students learn to view and use technology as a tool for reasoning and problem solving in purposeful ways.

## **Social Studies and Community Service**

The curriculum includes the basic elements of history, government, geography, economics, and citizenship with a focus on local, state, national, and world history.

## **Technology Education**

Students gain a basic understanding of computer, and other technologies that operate in the world around us. Instruction utilizes a hands-on modular approach that employs discovery learning, and problem solving. Students seek solutions to real-life challenges. Blackfoot Charter Community Learning Center provides learners with technology skills that prepare them for future education and employment, while complying with requirements set forth in the *Children’s Internet Protection Act*.

### **6<sup>th</sup>-8<sup>th</sup> Grade Curricular Overview**

As influenced by the STEAM approach, and through the interconnected and overlapping subject matter units, students are taught to interpret Science and Technology through Engineering and the wide spectrum of the Arts. The core of this process is understanding these elements with the influence of mathematics. Students learn that mathematical equations influence these other disciplines, especially in context of how elements of engineering and technology work.

## **STEAM**

### **Sciences in the 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> Grades**

Students begin an exploration of the sciences from the perspective of Science as the field of what exists naturally in and of the earth, and how these scientific elements influence and interconnect other subject matter. Students also learn how the sciences influence local, national, global societal industry trends, and even space advancement. Students are exposed to and engage sciences including but not limited to: the Scientific Process, Elements of Physics, Biology, Chemistry, Space and Geosciences and Bio Chemistry.

## **STEAM**

### **Technology in the 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> Grades**

Students build upon the “hands-on modular” approach used in the lower grades and are introduced to more advanced and cutting edge technology tools being used in schools, colleges, and real-world companies. They learn the nature of technology and the relationship between technology and society, and the advancement of society due to the advancing technological world. Specific areas of focus will included how technology is used in fields including, but not limited to the industries and fields of: of agriculture, medicine, biotechnology, architectural design, communications, information development, construction, mathematics, engineering, and renewable and nonrenewable energy industries.

## **STEAM**

### **Engineering in the 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> Grades**

Students learn in depth the processes of Research and Development of new ideas, processes, inventions, and the relationships between engineering, and how it involves science, technology, and mathematics in particular. Students are exposed to engineering as the process of design and invention. They are taught the engineering processes, and how they operate in the fields including but not limited to: aerospace, architecture, civil engineering, city planning and infrastructural design, chemical engineering, electrical engineering, environmental, industrial engineering, an mechanical engineering.

## **STEAM**

### **The Arts in the 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> Grades**

Students explore, understand, and apply the different Arts as they specifically influence the other discipline described in STEAM. Particularly, students will learn that the Language Arts are the means through which we communicate about Science, Technology, Engineering, and mathematics. They build upon skills from the earlier grades to learn more advanced writing skills and using technology to prepare projects and presentations which correctly communicate information. Through STEAM Language Arts, they also build upon their written and oral skills to effectively communicate their conceptions, understandings, design processes, and their values and ideals. They are exposed to the manual Arts, and Physical arts. They learn the influence of music and rhythm throughout history as well as the role of music and rhythm in the other STEAM disciplines. Our students learn subject matter showing how society develops because of

philosophies and cultures. They build upon the understanding of the development of social constructs and ethics. They learn the role of technology and the Arts as they influence society around them, and are exposed to career paths within this context. Through the study of sociology and psychology, they learn how we think, and the process of thinking to influence their decisions as individuals, and how groups of people influence each other. Psychology and sociology are applied to their peer team constructs, and their collaborative learning processes. Our students will participate in vocal music as well as an in-house orchestra.

## **STEAM**

### **Mathematics in the 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> Grades**

Students build upon the following from previous BCCLC math training:

- Computation processes
- Basic counting into pre-algebra and/or algebra as individual ability dictates.
- Exploring, conjecturing, and thinking through concepts
- Numerical manipulative experiences engage students, and enhance learning.

Students now are exposed to curricular units which overlap with the other disciplines of the STEAM model to learn how mathematics influence and even design many of the processes used in Engineering, Science, and Technology. Through this lens, students learn advanced math skills including but not limited to: Numbers and Operations, Middle level and higher Algebra, Geometry, Measurement, Data Analysis, Problem Solving, Reasoning and Proofing, the mathematical process of Communications, and even Calculus and Trigonometry elements.

### **Curriculum Development and Approval**

BCCLC recognizes that curriculum development and alignment is a continuous process. The school's curriculum is fully aligned with the Thoroughness Standards, as documented under Tab 3. The curriculum is evaluated through student's performance, program audits, standardized testing results, and ongoing observations of teachers with follow-up discussions with the Director to include written goals.

### **Textbooks and Curriculum**

Blackfoot Charter Community Learning Center ensures that all Idaho curriculum standards are met. Textbooks for the school are selected by the curriculum that includes the director, teachers, and parents. All textbooks are selected from the State Department of Education approved list.

### **Educational Programs and Services**

Provision for educational programs and services, such as special education, counseling services, school programs, parent education programs, social work, and psychological services are identified based on need.

Any additional contracted services in areas such as psychological evaluation services, occupational therapy, speech and language therapy, etc. are provided through either private professionals or contracted with a local provider.

### **Improvement of Student Learning**

Multiple learning opportunities are provided to BCCLC students. Some are familiar, some are innovative, but all strive to make learning relevant and purposeful, and to actively engage the learner. Problem-solving groups apply knowledge they have acquired, and practice new skills by tackling both real-world problems and simulated problems that model the current world. For example, the school's requirement for students to perform genuine community service, not only informs students about real needs in our community, but also encourages them to work as a group to decide which needs they can reasonably address, plan an approach, implement the plan, and then evaluate the results.

When appropriate, peer teaching provides an opportunity for learners to become educators, and reinforce their own knowledge and mastery of new skills. This is accomplished through presentation of their own work, or through working with a team. Projects include a balance of individual effort and group collaboration to ensure mastery of important basic skills, content, and interactive skills.

Blackfoot Charter Community Learning Center's learning program is built on the belief that all children can learn, but not in the same way, at the same rate, or from the same sources.

The school recognizes that children are variously gifted and may excel in the following areas: linguistic; mathematical/logical; intrapersonal (self); interpersonal (others); bodily-kinesthetic; spatial; and musical. All seven areas are examined and encouraged through instruction and the gifted and talented program (described later in this petition in Section III.E.2.).

The use of Personalized Learning Goals encourages students to take responsibility for their own learning. Parents and the community share in that responsibility. Working together, students, parents, and educators consider learner strengths and weaknesses. They identify an academic and personal goal for each learner. These goals capitalize on learner strengths and shore up areas of weakness, while enhancing parental involvement.

Through the use of personalized goals, the Blackfoot Charter Community Learning Center ensures that children are not penalized for the rate at which they learn. The faster learner is continually presented with new challenges, while the slower learner benefits from extra adult help, multiple methods, and multiple environments. The learning program supports Blackfoot Charter Community Learning Center's mission of developing lifelong learners. It is designed to stimulate the desire to learn, and is based on the belief that all learners possess an innate and unique creativity that can be developed given the appropriate environment. It allows for the joy of knowledge, self-expression, and the thrill of exploration. It is flexible to accommodate the individuality of learners, and to evolve as Blackfoot Charter Community Learning Center learns and grows. The staff and parents of BCCLC will ensure a safe, kind environment allowing students to acquire essential information and attitudes that will help them lead productive lives.

## **TAB 3 CONTINUED: DUAL ENROLLEMENT, 8-IN-6 PROGRAM, HIGH SCHOOL COURSES, AND MASTERY ADVANCEMENT FOR 6<sup>TH</sup>-8<sup>TH</sup> GRADES**

### **Dual Enrollment**

All students enrolled in BCCLC Middle School shall be eligible for enrollment in traditional public schools' programs subject to eligibility requirements as established by the School District in which the traditional public schools reside. This program also includes the option of enrollment in a post-secondary institution. Any credits earned from an accredited post-secondary institution shall be credited toward state board of education high school graduation requirements.

At the commencement of each school year and during parent-teacher conferences, parents will be advised of Dual Enrollment participation opportunities.

Program participation options and procedures will adhere to Idaho statutory code requirements as set forth in Idaho Code 33-203.

### **8-in-6 Program**

BCCLC Middle School students in grades 7-8 shall be eligible to participate in Idaho's 8-in-6 program through enrollment in online courses which meet the standards for coursework as required and set forth by the Idaho Department of Education. BCCLC will maintain a designated on-campus liaison to encourage and guide students, as well as, maintain program accountability and fidelity.

Students may attend such courses through the Idaho Digital Learning Academy or other online providers whose courses meet the required standards.

### **High School Coursework**

BCCLC Middle School students may enroll in and receive credit for high school coursework under the following policy guidelines:

- A student wishing to take the course must be enrolled in seventh or eighth grade.
- The middle school student's enrollment must not prevent a student enrolled in the high school from being able to take the course.
- The student must either:
  - take the course at the high school he or she would attend; or,
  - take the course at the school the student attends provided that the course is taught by a secondary teacher who has satisfied all state credential requirements in that subject area.
- The student's grade in the course must be included in his or her grade-point average

## **Mastery Advancement Program**

As required to make application to the program in order to participate, BCCLC Middle School will apply to participate in Idaho's Mastery Advancement Program (MAP). BCCLC will submit an application for participation that includes a detailed plan for implementation and a process for students to request a challenge exam. All program requirements for 6<sup>th</sup> – 8<sup>th</sup> grade students will be satisfied as per statute and/or administrative rule prior to any student participation.

## **Middle School Credit Plan**

BCCLC Middle School students will be required to earn 85% of course credits offered each year. Failure to attain required credits will result in students participating in alternate routes to achieve remaining credits. Students who earn less than 85% of offered credits may be required to attend after-school programs, weekend credit make-up classes, summer school, or online courses to remedy their annual credit totals. Students who do not meet the academic requirements will appear before a credit committee to determine the most appropriate course of remediation.

Credits for 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade students are as follows:

- English 1 credit per quarter
- Mathematics 1 credit per quarter
- Science 1 credit per quarter
- Social Studies 1 credit per quarter
- Arts 1 credit per quarter

### **Academic Requirements**

1. Earn at least 17 credits annually; and,
2. Earn at least 2 credits annually in each core class.

Students may qualify for promotion to the next grade level through alternate requirements. A student who does not meet the academic requirements may qualify for promotion by fulfilling 3 of the 4 following criteria:

1. Score proficient or higher on end-of-level test for the subject in which an F was received.
2. Maintain an overall GPA of 2.3 in core courses.
3. Attend school so as not to miss more than 12 days throughout the year. (Course Attendance requirement can be recovered ~~by attending Saturday School~~ or through alternative time spent with advisory teacher or designee outside of normal school hours.)
4. Earn credit through credit recovery.

### **Credit Recovery**

Students may participate in respective online coursework (IDLA, Accelerated Math, Khan Academy, or other program administered by the teacher) to fulfill credit requirements. A program of study will be arranged by credit committee which consists of the advisory teacher, classroom teacher, and administrator or designee. Credit recovery must be completed during summer and before July 1st to satisfy requirements. Students who fail to satisfy the credit

recovery requirements, will not qualify for promotion to the next grade. Parents/guardians will be responsible to pay any fees associated with credit recovery if any are required.

### Special Education

Any student in Special Education maintains all rights and privileges provided under the current laws pertaining to Special Education in the state of Idaho. All necessary accommodations must be met before a student can be considered failing.

**TAB 3 CONTINUED:  
EDUCATIONAL PROGRAM AND GOALS;  
FULFILMENT OF EDUCATIONAL THOROUGHNESS  
STANDARDS for 6<sup>th</sup>-8<sup>th</sup> Grades**

**Education Program for 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> Grades: The STEAM Approach**

The BCCLC Middle School program engages the model of STEAM:

- Sciences
- Technology
- Engineering
- The Arts (Fine Arts and Liberal Arts)
- Mathematics

Stakeholders recognize STEAM as a framework for teaching across the disciplines and subject matter areas. Students are exposed to the core subjects as they relate to and enhance each other:

“Science and Technology are understood as the basis of what the world has to go forward with, to be analyzed and developed through Engineering and the Arts, with the knowledge that everything is based in elements of Mathematics. It is contextual curriculum where the subjects are coordinated to co-support each other under a formal educational structure of how science, technology, engineering, mathematics and the broad spectrum of the arts all relate to each other in reality. This framework not only includes the art of aesthetics and design, but also the art divisions of the liberal, language, musical, physical and manual. The STEAM structure explains how all divisions of education and life work together therefore it offers a formal place in the STEM structure for the Language Arts, Social Studies, and the purposeful integration of the exploratory subjects including: the Arts, Music, CTE, and the Physical Education divisions of public education. Shifting to a STEAM perspective means understanding learning contextually, not only in terms of having a framework that illustrates where subjects overlap, providing a living and adaptable learning structure for ever-changing personal and unpredictable global development.” ([www.steamedu.com/STEAM Ed. Program Description](http://www.steamedu.com/STEAM%20Ed.%20Program%20Description))

With this definition, BCCLC Middle school grades build upon the BCCLC mission of “focusing on individual student learning needs,” by introducing the STEAM curricular approach as:

- Developing an environment where students cultivate an ability to now recognize their OWN varying skill sets and intelligences, as well as the skill sets of others, widely promoted by the core of STEAM philosophy
- A framework which can fit in a variety of school models and missions
- Taking different forms in the curricular designs to teach the subject matter
- A structure which promotes deeper understanding, application, and transference of knowledge ACROSS all subjects of STEAM
- A model which intentionally focusses on the “whole-learner” with a living-curriculum

- “A framework for teaching that is based on natural ways of learning, customizable for ALL types of students and programs and is functional.”
- An inter-classroom model where ALL career and field relevant subjects are recognized, where ALL students individually and collaboratively contribute, and each student at individual learning levels is encouraged to contribute collaboratively in teams

Using the established “pyramid below,” BCCLC middle school students are taught to understand that they learn holistically, but, still will engage the STEAM subject matter as individual fields of study. For example, student learn that “Science” includes the study of the natural world and its processes, but will learn the role of mathematics in the natural world as well as how humans interpret the world around them through the different Arts.

BCCLC Middle School STEAM courses structure opportunities for students to genuinely investigate their skills, interests, natural dispositions, and intellectual talents by means including:

- Investigating the educational discipline fields as true areas of interest
- Identifying skill sets and potential career opportunities through a “Research and Development” process established in many disciplines and organizations
- Evaluating their points of interest in the different “Content Specific” specific fields identified in the bottom pyramid tier below, but use of portfolios they generate as they learn these content areas
- Analyzing local career path opportunities, as well as more globally in these content areas
- Investigating and charting developments in these content areas in their various fields as seen through a historical context, a current context, and potential future contexts as these content areas themselves adapt to the future
- Scrutinizing their own skills and interests in realistic educational and career opportunities in these content areas, and the real skills needed to achieve working in such fields

### **Universal Design for Learning UDL**

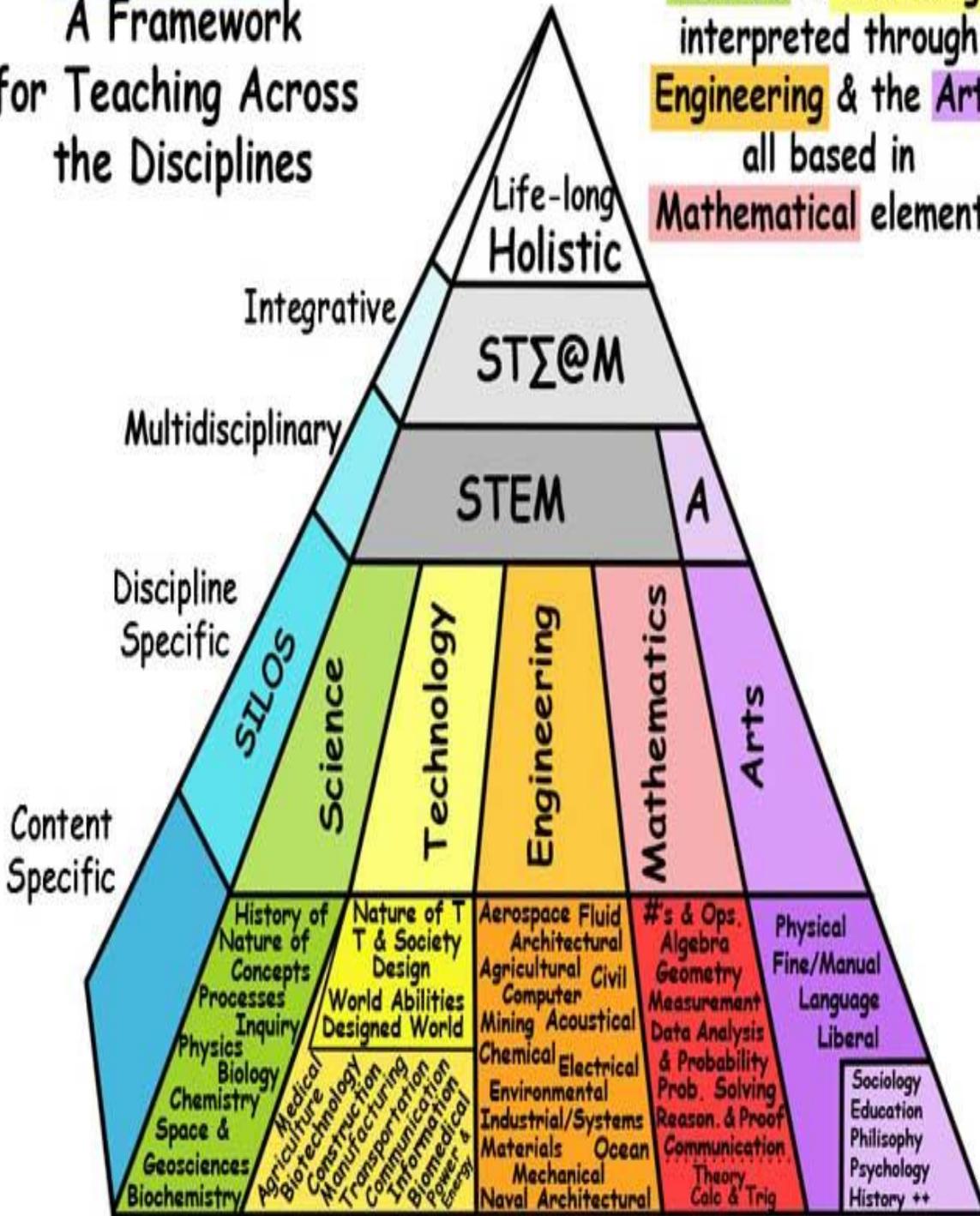
The middle grades utilize the UDL framework that support a true differentiated instruction approach. UDL promotes the use of flexible learning environments and instructional environments. The purpose of this is to accommodate a wide range of individual learning differences. The 3 main elements are as follows:

- *Multiple means of representation* provide various ways for students to acquire information
- *Multiple means of expression* address the students as whole learners with multiple intelligences, and provide students multiple techniques to demonstrate what they know
- *Multiple means of engagement* employ students interests to motivate them to absorb what they learn

# STΣ@M:

A Framework  
for Teaching Across  
the Disciplines

**STΣ@M =**  
Science & Technology  
interpreted through  
Engineering & the Arts,  
all based in  
Mathematical elements.



www.STEAMedu.com

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## **Educational Program Goals, Measures, and Related Data for 6<sup>th</sup>-8<sup>th</sup> Grades**

### **GOAL 1:**

To deliver the STEAM subjects blended together in the courses so students see the relationships between Science, Technology, Engineering, the Arts, and Math.

#### **GOAL 1 MEASURES and DATA (Evidence of Implementation):**

- ✓ Common planning processes for staff to plan and develop curriculum and mapping together
- ✓ Meeting minutes show staff create and track these cross-curriculum documents and lesson plans
- ✓ Scope and Sequence Templates: These show the curricula in terms of instructional focus and the interconnectivity of subject areas, allowing for adjustments in the depth and pace at which subject matter is delivered
- ✓ Curriculum maps: The curricula for each subject area is represented for each course which will be offered from the 5 Disciplines of STEAM
- ✓ Cross-Curriculum Mapping documents-standards and concepts covered in each discipline/subject area
- ✓ Through collaboration, staff members check for pacing, and delivery of content, meaning they regularly address the amount of content taught, and check for adherence to the Scope and Sequence Templates and the Curriculum Mapping; the data is the determinations if material is being covered, and pacing is taking place according to the templates
- ✓ Lesson Plans demonstrate a usage of content blended across disciplines
- ✓ Curriculum-based measures demonstrate students are receiving and acquiring skills as the 5 disciplines relate to and influence each other
- ✓ Data at the summative and formative levels demonstrate a steady improvement and higher level of knowledge acquisition

### **GOAL 2:**

To provide students multiple learning experiences as “whole learners,” which address their different learning styles.

#### **GOAL 2 MEASURES and DATA: (Evidence of Implementation):**

- ✓ Multiple Intelligences: lesson plans, activities, and products are designed taking into consideration the following abilities or modalities: Linguistic, Logical-Mathematical,

Spatial, Bodily-Kinesthetic, Musical, Interpersonal and Intra-personal and Inter-personal, Naturalistic, and Existential

- ✓ Information about students' learning approaches are shared and documented between teachers
- ✓ Minutes from meetings about record reviews
- ✓ Standardized test scores and formative assessment data reviews to help staff to understand the level of each student.
- ✓ Student Learning Style Inventory: These are given to students to determine which strategies will work best for each student
- ✓ Interest inventories, given to determine real-world situations that interest them. This information is used to design assignments and projects.
- ✓ Pre-tests before units and lessons assess their knowledge and skill level for the content. To write the pre-test, a list of the objectives of what students should meet is made, as well as items to measure each objective.
- ✓ File folders, kept for each student with pertinent information compiled and accessible
- ✓ Data at the summative and formative levels demonstrate a steady improvement and higher level of knowledge acquisition
- ✓ Data from an RTI model show: instruction and interventions are matched to student needs
- ✓ Data from continuous monitoring of progress show students' individual learning needs and what to address

### **GOAL 3:**

To ensure each student at individual learning levels contributes collaboratively in teams through project-based learning and cooperative learning groups

GOAL 3 MEASURES and DATA (Evidence of Implementation):

- ✓ Project-based learning and Cooperative Learning processes is documented in weekly student group learning logs
- ✓ Activities that blend academic and social learning experiences are evaluated for effectiveness
- ✓ Measure the implementation of meta cognitive strategies which encourage students to individually and collectively connect their learning, interact with text, ask questions, and present information
- ✓ Compilation of Student Portfolios
- ✓ Data at the summative and formative levels demonstrate a steady improvement and higher level of knowledge acquisition
- ✓ Rubric designed to measure the function and roles of team collaboration projects shows students are proficient in acquiring and demonstrating skills through group learning

### **GOAL 4**

To utilize community and regional businesses and agencies to reinforce the application of students' skills in the fields of Science, Technology, Engineering, Arts, and Mathematics

**GOAL 4 MEASURES and DATA (Evidence of Implementation):**

- ✓ a communication process with local businesses, including industrial companies, technology companies, and engineering companies and practitioners is developed and recorded
- ✓ A strategic plan is developed to include these entities in the curriculum of the middle school grades, including school site visits and instruction of students, and site visit of the students to the places of operation
- ✓ Portfolios for each student tracking the range of exposure to these industry companies measures by the STEAM courses
- ✓ a reporting process is developed and tracked between parents, staff, and board members of the students exposure to industry entities tied to STEAM courses and disciplines
- ✓ Portfolios demonstrate each student has been instructed by a minimum number of industry entities, as well as have visited their sites
- ✓ Data at the summative and formative levels demonstrate a steady improvement and higher level of knowledge acquisition and applicable skills due to "field" exposure
- ✓ Through a STEAM driven rubric system, students demonstrate proficiency in applying knowledge and skills in theoretical contexts at school, and "field experiences"

**The STEAM Program as it Affects Other Schools**

BCCLC will provide a middle school program specifically offering classes and focuses in Engineering, Arts, and other areas. One goal of the program is to offer classes and projects in the sub-categories which are NOT offered at other area schools. While we do not directly compete with any course offered at ISTCS, or other area middle schools, we can address some specific course work which will be different and additional compared to what other area schools offer. We do not feel we will encroach upon area schools, including ISTCS, but instead do exactly what charter schools are supposed to do: offer additional choices in programs, courses, and curricula, and, be competitive in these.

We will do what STEAM schools through the United States do, provide a broad range of focuses not often included in middle schools. We intend to follow the trends of other STEAM schools and integrate the 5 areas with each other. One unique aspect of our program is the integration of the 5 core areas within individual courses.

For example, as the STEAM pyramid demonstrates, the Engineering courses which can be taught in this model are more unique than traditional middle schools, and even charter schools. While ISTCS has a Science focus, a technology focus, and an esteemed program in some of the arts, BCCLC will grow its STEAM program to provide competitive choices and a broad range of information. Further, our middle school program is provided with the specific intent to gear students towards career options, and use the early secondary years to focus students on how school courses identify career options and prepare students for such. This is a focus and process unique to our area at the middle level. As stated on the STEAMedu website, this program

approaches “Science & Technology interpreted *through* Engineering & the Arts, all based in Mathematical elements.” As we follow this process through training and integration, we are again unique to other middle schools in our area.

As we become certified as a STEAM program, we will be the only STEAM middle school in the Rocky Mountain West. According to STEAMedu, there are no other schools of this nature in the several state area.

Further, our intent is preparing our middle school students to advance to the STEM program of Bingham Academy, with a specific focus in Engineering. Our middle school students will be inclined to move into Bingham Academy due to the schema and scaffolding they receive in the BCCLC STEAM program.

### ***How Special Education and Other Special Needs Will Be Met***

Blackfoot Charter Community Learning Center adheres to The *Idaho Special Education Manual*, and has adopt and implement all special education policies and procedures consistent with state and federal laws, rules, regulations, and legal requirements. All children will receive appropriate services as outlined in the Individuals with Disabilities Education Improvement Act, Section 504, and the State of Idaho Special Education Manual.

As required by state and federal statutes, students attending Blackfoot Charter Community Learning Center who are identified as disadvantaged to the extent that they may require Title I or Section 504 services or requiring other accommodations will receive those services at or through Blackfoot Charter Community Learning Center or at an alternate site.

### ***Special Education Services***

BCCLC provides personnel, physical facilities, funding, and contractual arrangements to ensure that students with disabilities attending the charter school receive special education and services as requirements in IDEA 2004 and outlined on the students’ IEPs. All special education personnel meet highly qualified standards.

BCCLC also conducts a yearly Child Find activity as outlined in the Idaho Special Education Manual and focuses on:

- Step 1. Locating students: The school will establish and implement an ongoing Child Find system. An individual will be appointed to coordinate the development, revision, implementation, and documentation of the Child Find system.
- Step 2. The school shall ensure that staff and the school’s constituents are informed of the availability of special education services.
- Step 3. A screening process that will include any and all referrals by parents and/or other adults including teachers, counselors, or other school professionals. This screening will be an

informal, organized process, to identify students who are not meeting or who may not be meeting Idaho Content Standards.

For all special education students, BCCLC will develop, review, and revise IEPs in accordance with state and federal laws. BCCLC has implemented the IDEA 2004 discipline procedures; and assure protection of student and parent rights.

BCCLC ensures access to charter school programs, as required by the ADA. This plan includes the actual location of students within the classrooms, and settings within the classrooms to permit access by students with disabilities. The school will provide transportation for special education students who may, because of the nature of their disabilities, be entitled to specialized transportation as a related service, even if the charter school does not provide transportation to other students

BCCLC also includes a comprehensive professional development plan for the training needs of special education personnel as well as general education teachers in order to meet the needs of students with disabilities who are enrolled in the charter school.

#### *Nondiscriminatory enrollment procedures*

BCCLC will not deny enrollment to a student with a disability solely because of that student's need for special education or related aids and services. All appropriate services will be provided for students with disabilities that have the opportunity to meet the minimum federally established eligibility criterion for such services. Enrollment described elsewhere in this Charter petition, is consistent with the mission of BCCLC and civil rights requirements.

#### *LRE Requirements*

Blackfoot Charter Community Learning Center will provide special education and related services to eligible BCCLC students in the Least Restrictive Environment (LRE) in accordance with the Idaho Special Education Manual and as identified on each student's IEP. In many cases, the LRE will be specified as BCCLC. In other cases, the LRE might be a district school site or an alternative site, depending on the needs of each student.

LRE decisions are made individually for each student. The IEP team shall consider the following when determining the LRE in which the IEP can be implemented:

1. Based on student's IEP: The student's IEP is developed prior to the determination of the location of services and settings. The services and settings needed by each student with a disability must be based on the student's IEP and unique needs that result from his or her disability, not on the student's category of disability.
2. Age Appropriate Peers: Students with disabilities shall be educated with age-appropriate peers to the maximum extent appropriate. A student with a disability is not removed from age-appropriate general education environments solely because of needed accommodations and/or adaptations in the general education curriculum.

3. School of Attendance: A student with a disability shall be educated in the school as close as possible to the student's home and unless the IEP requires some other arrangement, the student is educated in the school he or she would attend if not disabled.
4. Harmful Effects: Consideration shall be given to any potential current or long term harmful effect on the student or on the quality of services the student needs, including the student's ability to graduate and achieve their post high-school goals.
5. Accommodations and/or Adaptations: A student with a disability is not removed from general education settings solely because of needed accommodations and/or adaptations in the general education curriculum.
6. Participation in Nonacademic and Extracurricular Services and Activities:
  - a. A student with a disability shall be allowed to participate with students without disabilities in nonacademic and extracurricular services and activities to the maximum extent appropriate. These services and activities may include meals, recess, field trips, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, referrals to community agencies, career development, and assistance in making outside employment available.
  - b. The IEP team determines the supplementary aids and services that are appropriate and necessary for the student to participate in nonacademic settings and extracurricular services and activities.

### *Gifted and Talented program*

Gifted/talented children are those students who are identified as possessing demonstrated or potential abilities that give evidence of high performing capabilities in intellectual, creative, specific academic, or leadership areas, or ability in the performing or visual arts, and who require services or activities not ordinarily provided by the school in order to fully develop such capabilities.

BCCLC has a written plan for its gifted and talented students; this is updated annually and includes the following:

- Philosophy statement
- Definition of giftedness program goals
- Program options, including identification procedures and program evaluation

BCCLC screens all students to ensure they have an opportunity to be considered for the program. Identification of gifted and talented students is based on multiple indicators of giftedness with information obtained through the following methods and sources:

1. Formal assessment methods, such as group and individual tests of achievement, general abilities, specific aptitudes, and creativity.
2. Informal assessment methods, such as checklists, rating scales, pupil product evaluations, observations, nominations, biographical data, questionnaires, interviews, and grades.
3. Information regarding students will be obtained from multiple sources, such as testing results, teachers, counselors, peers, parents, community members, subject area experts,

and the students themselves.

## LEP Students

Blackfoot Charter Community Learning Center conforms to the federal definition of Limited English Proficient (LEP) as defined in Title III and IX of the ESEA. The school uses a home language survey. In addition, the “Woodcock Munoz” test will determine the student’s eligibility and language level – L1, L2, and L3. The “Woodcock Munoz” test is used as a pre-post test to document the progress in both content areas and English language development. Students who are eligible for the LEP program will participate in the BCCLC LEP program according to state and federal guidelines. LEP services may be provided on-site or contracted out.

In our society, each person has the right to learn at the most appropriate level where growth will take place. Because gifted and/or talented, LEP, Title I and Section 504 students have special needs, they will be provided educational experiences that will strive to meet those needs in the regular classroom as well as in special classes, seminars or workshops. The Charter environment will allow areas to be pursued beyond the scope of the regular curriculum - regardless of their areas of special needs. This will be accomplished through, but not limited to, the following: clustering, competitions, consultations, curriculum compacting, special topic classes, independent study, interest-based workshops, and remediation, tutoring and pullout classes. Transportation will be provided as needed and required.

## Dual Enrollment

BCCLC students will be allowed to participate in dual enrollment with other public schools as required by Idaho Code 33-203. Dual enrollment will be subject to school district procedures as allowed in Idaho Code 33-203 (1). State funding of a dually enrolled student will be limited to the extent of the student’s participation in the public school programs. Information concerning dual enrollment options and requirements will be provided to all parents.

## **TAB 4**

### **MEASURABLE STUDENT EDUCATIONAL STANDARDS**

#### **Measurable Student Educational Standards**

BCCLC will seek to accomplish the following goals:

1. In the core subject areas of Math, Reading, Language Arts, and Science 80% of students will earn a grade of satisfactory or above as calculated by classroom assessments and recorded on quarterly and semester report cards.
2. 90% of students in grades K-3 will demonstrate reading competency by scoring proficient on the end of year (Spring) Idaho Reading Indicator (IRI).
3. 85% of third-fifth graders will score proficient or above on the Idaho Standard Achievement Test (ISAT).
4. 85% of fifth graders will achieve a score of satisfactory or above on the Direct Writing Assessment (DWA).
5. 85% of fourth graders will achieve a score of satisfactory or above on the Direct Math Assessment (DMA).
6. Students continuously enrolled at BCCLC from the beginning of each academic year will demonstrate academic improvement through the following:
7. 80% of students in grades 3-5 will show at least one year's growth on the ISAT.

#### **Methods for Measuring Student Progress**

To ensure a consistent and comprehensive evaluation procedure, assessment rubrics will be developed for each of these standards. These will include specific and objective evaluation criteria. As teachers are hired, they will be included in the development of these rubrics in order to provide for their input, ownership, and buy-in.

The goal for every teacher at BCCLC will be to challenge each student to maximize his or her academic growth.

Method for measuring student progress will include, but not be limited to:

Standard 1:

- Classroom work that demonstrates utilization, integration, and application of acquired information.
- Completion of homework, research, and other assignments as designated by the classroom teacher.

- Demonstration of mastery learning or subject competency through classroom assessments such as quizzes, test, or other measures determined by the teacher.
- Assessment rubrics used for projects, individualized assignments, and other portfolio-type assignments.
- The BCCLC goal is for eighty-five percent (85%) of students to improve their personal scores from the previous test, on each of the standardized assessments.

The following criteria will also be considered in measuring student daily and classroom progress. *Communication Skills.* Students will communicate with clarity, purpose, and an understanding of audience using a variety of communication forms and skills. Students will develop their talents in music, visual arts, and/or performance. Students will develop oral and written skills in a non-native language.

*Thinking and Reasoning Skills.* Students will utilize, evaluate, and refine the use of multiple strategies to solve a variety of problems.

*Social Responsibility and Skills.* Students will deal with disagreement and conflict caused by diversity of opinions and beliefs. Students will evaluate and manage their behavior as group members. Students will participate in community service that reflects responsible citizens in a democratic society.

*Expanding and Integrating Knowledge.* Students will acquire and integrate knowledge and experiences from different subject areas. Students will gather and use subject-area information effectively in order to gain new information, knowledge, classify and organize information, support inferences, and justify conclusions appropriate to the context and audience.

*Personal Responsibility.* Students will have positive attitudes and perceptions about creating quality work, striving for excellence and interpersonal skills.

### **Provisions by Which Students Will Receive Standardized Testing**

Under the direction of the School Test Coordinator, the following standardized testing will be conducted in strict accordance with and at the specified intervals mandated by the State of Idaho:

- Idaho Standards Achievement Test– Grades 3,4,5
- Direct Writing Assessment (State) – Grades 5
- Direct Math Assessment (State) – Grades 4
- 

Additionally any and all other assessments required in Idaho now or in the future will be administered in accordance with state mandates and policies.

### **Accreditation**

BCCLC will apply to the State Department of Education for accreditation, as required in IDAPA 08.02.02.140. In compliance with Idaho State Board of Education Rules BCCLC will complete the state accreditation process. During its initial year of operation under the Idaho Public Charter School Commission, the school will complete an accreditation self-assessment. Additionally the

school will develop a five year strategic plan focused on the improvement of student performance. The strategic plan will be monitored by a review team established by the school's administration and board of directors. This team will be empowered to recommend revision of goals as necessary and provide regular reports on implementation of the plan to the Board of Directors.

BCCLC will also develop a Continuous School Improvement based on its strategic plan and focused on the improvement of student performance. This plan will also focus on improving school and staff capacity (structure/resource allocation/teacher skill sets) to increase student achievement. All student and teacher standards will meet state-approved accreditation standards as adopted by the State Board of Education.

Throughout the accreditation and strategic planning process, BCCLC will comply with all provisions of NCLB. In the event that concerns regarding NCLB standards should arise, steps will be taken by the Principal and the Board to identify and target school and individual needs. A comprehensive plan of improvement will be developed and implemented as required by NCLB.

Accreditation reports outlining the attainment of standards will be submitted as requested, to both the charting agency and the State Accreditation Committee. The Committees will review the reports and make recommendations to the State Board of Education for accreditation status. After accreditation, the Director will submit annual accreditation reports to the Idaho State Department of Education.

Copies of all annual reports including accreditation reports, financial audits, school reports cards, testing results, and all other federal, state and local reports will be given to the accrediting agency, state officials, and federal agencies. Parents and the public in general will also be provided with report information, where appropriate.

### **Improvement Planning**

BCCLC will also develop a Continuous School Improvement Plan based on its strategic plan and focused on the improvement of student performance. This plan will also focus on improving school and staff capacity (structure/resource allocation/teacher skill sets) to increase student achievement. All student and teacher standards will meet state-approved accreditation standards as adopted by the State Board of Education.

The Board of Directors of Blackfoot Charter Community Learning Center will provide consultation to the Director regarding ongoing plans for the school. The PAC will also work with the Board of Directors on school improvement.

If it were ever determined that, based on student performance, the school was in need of improving performance, the director and the Board of Directors would meet both internally and with outside experts, such as the Idaho Charter School Network, to develop a comprehensive plan for improving performance. BCCLC is committed to a school where student success is our top priority.

In such circumstances, school officials would examine the current processes and develop a detailed performance improvement plan to address each process deemed important to achieve increased student learning. These processes may include the amount of time spent on critical subjects, the teaching method employed, the textbooks and other learning materials utilized, and the integration of core subjects.

## TAB 5: GOVERNANCE STRUCTURE

### *Governance Structure*

Blackfoot Charter Community Learning Center, Inc. is a non-profit organization organized and managed under the Idaho Nonprofit Corporation Act. The Board of Directors will be the public agents who control and govern the Charter School. Blackfoot Charter Community Learning Center shall be responsible to identify and comply with all statutory requirements affecting the operation of a public school. The Board of Directors' meetings will follow the open meetings laws, keep accurate minutes, and make the minutes available to the public, according to the Bylaws of the Charter School Corporation.

### *Founders*

A founder is hereby defined as a person, including employees, parents, or staff of a public charter school, who makes a material contribution toward the establishment of a public charter school. Classified staff and teachers' children may not be given the founders' preference, except in such cases where the staff member qualifies as a founder on other grounds. To qualify as a founder, one must:

- A. have been directly involved in the initial development of the charter petition, or
- B. made a significant contribution to the development or establishment of BCCLC as defined by the Board.

The Charter School Founders comprise several committees that assist in the establishment of the school. The Founders elect the initial Board of Directors, write the Charter petition, recruit candidates for the position of school Director, and establish a preliminary operating budget. Following the election of the Board of Directors, the function of the founders is to serve as a data-gathering resource and to provide input and advice to the Board of Directors.

After election, the Board of Directors becomes the Governing Body for BCCLC. Officers shall be established as set forth in the corporate bylaws. The function of the Board can be described as policy making, evaluating, and directing the financial means by which the educational program is conducted.

### *Initial Terms*

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

- (Seat One) - 1 years
- (Seat Two) - 2 years
- (Seat Three) - 2 years
- (Seat Four) - 3 years
- (Seat Five) - 3 years

a. *Initial Formation*

The Board of Directors of Blackfoot Charter Community Learning Center will consist of five (5) members, four (4) of whom may be parents at the Charter School.

A State of Idaho criminal background check on the Chair of the Board of Directors will be provided to the Idaho State Charter School Commission prior to the opening of the school.

b. *Selection and Replacement*

Yearly elections for members of the Board of Directors will be held according to the Bylaws of the Charter School Corporation.

c. *Powers and Limitations*

Blackfoot Charter Community Learning Center will be a legally and operationally independent entity established by the nonprofit corporation's Board of Directors. The elected Board of Directors will be legally accountable for the operation of the Charter School. Blackfoot Charter Community Learning Center acknowledges that upon approval of the petition and the contract, the school's Board of Directors will be public agents required by the Idaho State Charter Commission to control the Charter School. Blackfoot Charter Community Learning Center commits to compliance with all federal and State laws and rules and acknowledges its responsibility for identifying essential laws and regulations, and complying with them.

The Board of Directors will have the responsibility to approve the selection of the school Director..

Blackfoot Charter Community Learning Center will not extend the faith and credit of the Idaho Public Charter School Commission to any third person or entity. Blackfoot Charter Community Learning Center will not contractually bind the Idaho Public Charter School Commission with any third party.

d. *Relationship between Board of Directors and School Administration*

The relationship of the Board of Directors to the BCCLC' administration will be as follows:

*Director.* The Director will be empowered to provide educational direction, administration, and on-site day-to-day operation as well as certain decisions concerning but not limited to:

- Implementing the vision and mission of the school
- Providing instructional materials and supplies
- allocating resource
- fulfilling state charter school requirements
- building school-wide community
- providing special services
- contracting services
- providing disciplinary support

- establishing public and media relations
- building business and community partnerships
- developing curriculum, instruction, and assessment
- implementing professional development
- resolving employment and personnel issues
- overseeing enrollment and attendance
- conducting formative/summative staff evaluations
- maintaining facility conditions
- providing transportation
- promoting climate for innovation and growth
- building staff and school morale
- functioning as commission/board liaison
- supervising budget and financial records
- supplying annual reports to the Idaho State Charter School Commission

*Standing Committees and Ancillary Support Personnel.* Standing committees will be formed in accordance with the bylaws of the corporation. These committees will include, but are not limited to, Parent Activity Committee (PAC), fundraising, and the like.

Ancillary support personnel, including clerical and custodial, will be hired and supervised by the Director. The state funding formula will be used for funding to hire staff through the regular budgetary process. Additional resources will be sought through volunteer and fundraising efforts.

*e. Teacher/Parent Decision Making*

The Board of Directors of Blackfoot Charter Community Learning Center will provide consultation to the Director regarding ongoing plans for the school. The PAC will also work with the Board of Directors on school improvement.

Parents of students who attend Blackfoot Charter Community Learning Center will be involved in the education of their children and in the school at many levels. Parents bring an in-depth understanding of their children’s personalities, learning styles, and strengths and weaknesses, which is essential for the continuing educational development of their children. The process to ensure parental involvement will be as follows:

1. Parents will provide information necessary to ensure proper placement of students.
2. Parents will be encouraged to attend all parent teacher conferences.
3. Parents will be asked to complete surveys throughout the school year addressing the following issues: safety of students, classroom discipline, school-wide discipline, child’s response to classroom atmosphere, and parents’ perception of learning environment.
4. Parents will be encouraged to be involved in the Parent Activity Committee and to volunteer

for school projects, programs, committees, and to work specifically with students who are challenged academically.

5. Parents will be encouraged to provide an appropriate learning environment at home for study.

6. Parents will be encouraged to volunteer as tutors and assist in other ways as need dictates.

### **Process to Ensure Parental Involvement**

As described earlier, parents of students who attend Blackfoot Charter Community Learning Center will be involved in the education of their children and in the school at many levels. The process to ensure parental involvement will be as follows:

- \* Parents will receive a student/parent handbook at registration.
- \* Parents will be encouraged to attend two parent teacher conferences per year.
- \* Parents will be asked to complete surveys throughout the school year addressing the following issues: safety of students, classroom discipline, school-wide discipline, child's response to classroom atmosphere, and parents' perception of learning environment.
- \* Parents will be encouraged to be involved in the Parent Activity Committee (PAC) and to volunteer for school projects, programs, and committees, and to work specifically with students who are challenged academically.
- \* Parents will be encouraged to provide an appropriate learning environment at home for study.

### **Complaint Process**

Blackfoot Charter Community Learning Center's procedures for a complaint process for parents/guardians and the public will be similar to that of local school district's, with the ultimate authority residing with the Board of Directors of the Blackfoot Charter Community Learning Center.

### **Public Access**

Blackfoot Charter Community Learning Center's policies regarding the ways in which the public may have access to the school's students, staff, and facilities will be similar to that of the local public schools. The Charter School will comply with Idaho statutes relating to public records and public meetings, as indicated in the Bylaws. Blackfoot Charter Community Learning Center gives permission for public inspection.

## Public Conduct for Safe Schools

Blackfoot Charter Community Learning Center’s plans and policies for public conduct in the school, which protects the safety, welfare, and education of students, will be aligned with The Idaho Board of Education Thoroughness Standard a. “A safe environment conducive to learning is provided”.

## **Annual financial and Programmatic Operations Audits**

An annual financial audit will be conducted after the completion of each charter school year. Programmatic Operations audits will be conducted as mandated by state requirements as outlined in:

- I.C. 33-5205(4)(k)
- I.C. 33-5206(7)
- IDAPA 08.02.04.300.03, Rules Governing Public Charter Schools
- IDAPA 08.03.01.301.12, Rules of the Public Charter School Commission

## **Dispute Resolution**

The Public Charter School Commission and the Governing Board of Idaho Science and Technology School will resolve disputes relating to provisions of the charter following the procedures set forth in Section 33-5209, Idaho Code, and the applicable rules of the State Board of Education for notice of defect and submission of a corrective action plan.

## TAB 6: EMPLOYEES OF THE CHARTER SCHOOL

### Employee Qualifications

Blackfoot Charter Community Learning Center's full-time and part-time staff, including both classified and non-certificated individuals, will meet or exceed qualifications required by state law and meet the No Child Left Behind, Highly Qualified Teacher requirements.(NCLB). Staff will be required to possess personal characteristics, knowledge, and experience consistent with the philosophy, mission, and expectations of Blackfoot Charter Community Learning Center as outlined within this petition. The Director will make recommendations to the Board of Directors for approval of instructional staff.

Blackfoot Charter Community Learning Center reserves the right to seek waivers or limited certification options as provided by rule of the Idaho State Board of Education when deemed in the best interests of the educational program. BCCLC reserves the right to hire any person for temporary assistance under the direct supervision of certified staff members. A thorough screening process will be used for temporary personnel to assure the safety of students and personnel. These provisions are intended to allow various community experts and other specialized persons who may not hold certification to contribute to the school according to their talents, experience, creativity, or expertise on a short-term or seminar basis.

### *Background Checks*

All employees will undergo State of Idaho criminal background checks and FBI fingerprinting checks. One fingerprint card will be submitted to the Office of Certification at the State Department of Education and one will be kept in the individual's personnel file.

### *Targeted Staff Size*

Blackfoot Charter Community Learning Center will make every effort to keep class size small by employing one core area teacher per every 20 students. In all cases, BCCLC may employ additional staff for technical education, music, foreign language, , and physical education. The following positions are anticipated for the initial year of operation, anticipating a student population of approximately 170. If more students are enrolled, these position numbers will be adjusted accordingly:

Director	1.0 FTE
General Education	6.5FTE
Special Education	.5 FTE
Certificated staff	8 FTE
Admin. Assistant	1.0 FTE
Business Manager	0.5 FTE
Custodian/maint.	1.0 FTE
Paraeducators	4.0 FTE
Classified	6.5 FTE

BCCLC's goal is to grow to 100 students per grade over the next several years. Additional certificated and classified staff will be added as needed. Projections for the coming year will be determined by the number of students in the lottery, as outlined under Tab 7.

### **Health and Safety Procedures**

Blackfoot Charter Community Learning Center will comply with the following health and safety procedures:

1. Conduct criminal history checks for all employees in compliance with Idaho Code 33-130. This requirement is a condition of employment.
2. Require that all students show proofs of immunization before being enrolled at the Blackfoot Charter Community Learning Center or have an exemption signed by a parent or legal guardian.
3. Require that all visitors sign in at the office and receive and wear a visitor's pass when visiting the school building.
4. Provide for inspection of the facility in compliance with Section 39-4130 of Idaho Code. Adopt policies to meet all required city, state, and federal health, accessibility, safety, fire, and building codes for public schools. Fire and safety officials using the same guidelines for all public schools will inspect the facility.
5. Adopt and implement a comprehensive set of health, safety and risk management policies. These policies will be developed in consultation with the Blackfoot Charter Community Learning Center's insurance carriers and at a minimum address the above and the following items:
  - Policies and procedures for response to natural disasters and emergencies, including fires and bomb threats.
  - Policies relating to preventing contact with blood-borne pathogens.
  - A policy requiring that all staff receive training in emergency response, including appropriate "first responder" training.
  - Policies relating to the administration of prescription drugs and other medicine.
  - A policy that the school will be housed in a facility that has received fire marshal approval and has been evaluated by a qualified structural engineer who has determined the facilities present no substantial safety hazard.
  - Policies establishing that the school functions as a gun-free, drug, alcohol and tobacco free workplace.

6. BCCLC will develop a policy regarding intern usage and comply with all requirements set forth in the Children's Internet Protection Act.

Policies will be incorporated as appropriate into the school's student and staff handbooks and will be reviewed on an ongoing basis in the school's staff development efforts.

### **Employee Benefits and Provisions**

All employees will participate in the following programs and benefits: group health insurance, Public Employee Retirement System, Federal Social Security, Unemployment Insurance, and Worker's Compensation Insurance to the extent allowed and required by law. Accumulation of sick leaves for teachers shall be up to ninety (90) days and be governed by section 33-1217, Idaho Code.

#### *Professional Opportunities*

Faculty at Blackfoot Charter Community Learning Center will work in an environment where they have opportunities to work with other faculty to align subject areas. The Director will determine in-service training days in order to provide teachers with training in the teaching methods described in this petition. All employees will undergo an annual performance review.

### **Transfer Rights**

The transfer rights of any BCCLC employee choosing to return to any non-charter school after employment at BCCLC will be dependent upon the receiving school district from which an employee might transfer. BCCLC claims no transfer rights. The Board for BCCLC will provide coverage for their employees with the Public Employee Retirement System, federal social security, unemployment insurance, and worker's compensation insurance during their tenure here.

### **Collective Bargaining**

Blackfoot Charter Community Learning Center's staff shall be a separate unit for purposes of collective bargaining.

### **Written Employment Contracts**

All certificated staff will be required to sign a written contract with Blackfoot Charter Community Learning Center. Contracts will be in the standard form as recommended by the Idaho Department of Education and in compliance with Idaho Code 33-5206(4). Copies of these contracts are available at [www.sde.idaho.gov/EducatorResources/docs/Contracts](http://www.sde.idaho.gov/EducatorResources/docs/Contracts).

A copy of all teacher contracts and certificates for all certified teachers/staff members will be on file in the school office. Job announcements and all other hiring and employment practices will be free of any unlawful discriminatory language or practices.

### *Experience for Salary Schedule*

Certified teachers at Blackfoot Charter Community Learning Center shall be considered public school teachers. Educational experience shall accrue for service at the school similar to any other public school. Blackfoot Charter Community Learning Center certificated employees who are re-employed by the local district shall receive full credit for their years of service in the district.

### **Certification for Teachers, 6<sup>th</sup>-8<sup>th</sup> Grade**

BCCLC Middle School's full-time and part-time instructional staff will meet or exceed qualifications required by state law. Instructional staff shall all be certified teachers as required by Idaho Code 33-5205(3)(g) and will be Highly Qualified in the teacher positions that require it. Instructional staff shall carry secondary (6-12) certifications and/or elementary certifications (K-8) with middle level, content-specific endorsements as required to maintain Highly Qualified Status.

### **Student Discipline for 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> Grade Students**

Middle Grade students are expected to be the leaders and models of respect and conduct for the lower grades. Teachers and administration will address all discipline issues through the lenses of and using tools of character education and student collaborative teams. Student are taught and reminded that poor behavior, misconduct, and lack of fulfilling responsibilities influence other people directly. Thus, the middle grade approach to discipline focusses on addressing discipline issues and shaping the attitudes of students using elements including the following:

1. Character Education
  - Respect for the adults, classmates, and collaborative team members
  - How does this behavior demonstrate leadership and example to adults, peers, and younger students?
  - Fulfilling all assignments and being responsible for one's own responsibilities
  - How does the lack of responsibility in these influence the adults' abilities, peers' abilities, and those of the collaborative team in which they are a member?
2. Models including but not limited to "Love and Logic"
  - Students are addressed using "Love and Logic tools" including *Teaching with Love and Logic*, *Creating a Love and Logic School Culture*, *Schoolwide Discipline without the Loopholes*, *How to Teach Without Getting Punched*

If the discipline issues for 6<sup>th</sup>-8<sup>th</sup> grade students advance beyond the above mentioned stages, as determined by the administration, the administration will adhere to the established policies as approved by the Board, as stated in the current Staff and Student Handbook. The policies and procedures to be followed as dictated by the current 2014-2015 BCCLC Handbook include procedures for:

- Suspension
- Expulsion from BCCLC

- Expulsion from any other school district or state
- Re-Admittance
- Truancy
- Tardies
- Habitual Absences
- Incurribleness
- Determination by the board of trustees that a student is disruptive of school discipline or instructional effectiveness,
- Students whose behaviors are detrimental to the health and safety of the other students and the staff

## **TAB 7: ADMISSION PROCEDURES**

### **Admission Procedures**

Blackfoot Charter Community Learning Center will follow the model admission procedure identified by the Idaho State Board of Education.

No student will be denied admission based on ethnicity, creed, gender, or disability, nor place of residence within the State of Idaho. No out of state students will be allowed to attend the charter school. Open enrollment will be obtained through public notification and continued efforts to attract interested families.

Admission tests will not be required; however, assessments can be administered to determine the individual instruction program. There will be no tuition charge. BCCLC may assess a fee only for voluntary extra-curricular activities, after school programs, and /or items or services that exceed program or class requirements.

#### *Enrollment Deadline.*

Each year ISTCS will establish an enrollment admissions deadline that will coincide with the Board of Director's March meeting. This will be the date by which all written requests for admission to attend the public charter school for the next school year must be received. The enrollment deadline cannot be changed once the enrollment information is disseminated. Late applications will be accepted for admission for slots remaining open and/or in addition to waiting lists at any time.

#### *Requests for Admission.*

A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a child in this state, may make a request in writing for such child to attend BCCLC. In the case of a family with more than one (1) child seeking to attend, a single written request for admission must be submitted on behalf of all siblings. The written request for admission must be submitted to, and received by, the public charter school at which admission is sought on or before the enrollment deadline established by the public charter school. The written request for admission shall contain the name, grade level, address, and telephone number of each prospective student in a family. If the initial capacity of the school is insufficient to enroll all prospective students, then a lottery as described below shall be utilized to determine which prospective students will be admitted to the public charter school. Only those written requests for admission submitted on behalf of prospective students that are received prior to the enrollment deadline shall be permitted in the lottery. Only written requests for admission shall be considered. Written requests for admission received after the established enrollment deadline will be added to the bottom of the waiting list for the appropriate grade. If there is an opening in one grade, a sibling, if any, from a late submitted application must go to the bottom of the sibling list.

#### *Admission Preferences*

ISTCS will establish admission preference as authorized by Section 33-5205(3)(j), Idaho Code,

for students returning to ISTCS, students of founders, siblings of students already selected to attend ISTCS, and those in the primary attendance area.

Admission preferences for initial BCCLC enrollment of students shall be as follows:

- a. First, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the initial capacity of the public charter school.
- b. Second, to siblings of pupils already selected by the lottery.
- c. Third, to prospective students residing in the attendance area.
- d. Fourth, to children of employees
- d. Fifth, by lottery.

#### *Proposed Attendance List for Lottery*

Each year BCCLC will create an attendance list containing the names of all prospective students on whose behalf a written request for admission was timely received by the public charter school, separated by grade level. The proposed attendance list shall contain columns next to the name of each student, in which the public charter school will designate admission preferences applicable to each prospective student. The columns shall be designated “A” for returning student preference; “B” for founders preference; “C” for sibling preference, with a corresponding cross-reference to each of the siblings of the prospective student; and “D” for attendance area preference “E” for children of employees.

#### *Lottery Process*

If the capacity of BCCLC is insufficient to enroll all prospective students, then the school will determine the students who will be offered admission by conducting a fair and equitable lottery. This lottery will be conducted as follows:

- a. The name of each prospective student on the proposed attendance list shall be individually affixed to or written on a three by five (3 x 5) inch index card or other similar but equal media. The index cards shall be separated by grade. The selection procedure shall be conducted one (1) grade level at a time, with the order for each grade level selected randomly. The index cards containing the names of the prospective students for the grade level being selected shall be placed into a single container.
- b. A neutral, third party shall draw the grade level to be completed first and then draw each index card from the container for that grade level, and such person shall write the selection number on each index card as drawn, beginning with the numeral “1” and continuing sequentially thereafter. In addition, after selecting each index card, the name of the person selected will be compared to the proposed attendance list to determine whether any preferences are applicable to such person.
- c. If the name of the person selected is a returning student, then the letter “A” shall be written on such index card. If the name of the person selected is the child of a founder, the letter “B” shall be written on such index card. If the name of the person selected is the sibling of another student that has already been selected for admission to the public charter school, then the letter “C” shall be written on such index card. If the name of the

person selected resides in the attendance area, then the letter “D” shall be written on the card.

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

e. With regard to the founder’s preference, a running tally shall be kept during the course of the selection procedure of the number of index cards, in the aggregate, that have been marked with the letter “B.” When the number of index cards marked with the letter “B” equals ten percent (10%) of the proposed capacity of the public charter school for the school year at issue, then no additional index cards shall be marked with the letter “B,” even if such person selected would otherwise be eligible for the founders preference.

f. After all index cards have been selected for each grade, the cards shall be sorted for each grade level in accordance with the following procedure: All index cards with the letter “A” shall be sorted first, based on the chronological order of the selection number written on each index card; followed by all index cards with the letter “B,” based on the chronological order of the selection number written on each index card; followed by all index cards with the letter “C,” based on the chronological order of the selection number written on each index card; followed by all index cards with the letter “D,” based on the chronological order of the selection number written on each index card; followed, finally, by all index cards containing no letters, based on the chronological order of the selection number written on each index card.

g. After the index cards have been drawn and sorted for all grade levels, the names shall be transferred by grade level, and in such order as preferences apply, to the final selection list.

A computer generated lottery may be held provided it is programmed to replicate this process as described.

#### *Final Selection List*

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

#### *Notification and Acceptance*

a. With respect to students selected for admission to the public charter school, within seven (7) days after conducting the selection process, the public charter school shall send an offer letter to the parent, guardian, or other person who submitted a written request for admission on behalf of

a student, advising such person that the student has been selected for admission to the public charter school. The offer letter must be signed by such student's parent, or guardian, and returned to the public charter school by the date designated in such offer letter by the public charter school.

b. With respect to a prospective student not eligible for admission to the public charter school, within seven (7) days after conducting the selection process, the public charter school shall send a letter to the parent, guardian, or other person who submitted a request for admission on behalf of such student, advising such person that the prospective student is not eligible for admission, but will be placed on a waiting list and may be eligible for admission at a later date if a seat becomes available.

c. If a parent, guardian, or other person receives an offer letter on behalf of a student and declines admission, or fails to timely sign and return such offer by the date designated in such offer letter by the public charter school, then the name of such student will be stricken from the final selection list, and the seat that opens in that grade will be made available to the next eligible student on the final selection list. If a student withdraws from the public charter school during the school year for any reason, then the seat that opens in that grade will be made available to the next eligible student on the final selection list.

#### *Subsequent School Years*

The final selection list for a given school year shall not roll over to the next subsequent school year. If the capacity of the public charter school is insufficient to enroll all prospective students during the next subsequent school year, then a new equitable selection process shall be conducted by the public charter school for such school year.

#### **Disciplinary Procedures Including Suspension, Expulsion, and Reenrollment**

Disciplinary Procedures, including suspension, expulsion, and reenrollment will conform to Idaho code 33-205. A copy of the Student/Parent Handbook is contained in Appendix B.

Students at the Charter Learning Center are expected to conform to ordinary standards of common decency, courtesy, and honesty. They will be required to demonstrate that conformity in their dress, language, work habits, and interactions with other students and staff. Failure to meet the standards will result in disciplinary action.

We believe that the purposes of the school's discipline policy should be to maintain an orderly classroom atmosphere, in which learning can best be accomplished, and to assist students in acquiring self-control. To that end we want disciplinary action to be appropriate, impartial, consistent, and immediate.

Teachers will always bear the major responsibility for disciplining students. Often that will involve no more than calling the student's attention to an inappropriate behavior, indicating its unacceptability, instructing on correct behavior in the situation, and stating that failure to demonstrate the correct behavior will in future incur some form of punishment. Depending upon

the severity of the infraction of the frequency of its repetition, that punishment might be exclusion from a pleasurable activity, or a requirement for compensatory action, or short-term physical isolation from the classroom. If the teacher is unable to affect correction of the behavior, the student may be referred to the school director for more formal discipline which will involve contacting parents. Due process procedures will be followed, including the procedures for disciplining students with disabilities as outlined in the Idaho Special Education Manual dated September 1999, Chapter 7, Section 13.

Any student behavior which reasonably would be considered dangerous or threatening to the student, or to other students, staff, or their property or property of the school, will be dealt with immediately by the school director. At the least, the student will be temporarily removed from the class, until the director decides when his or her return is appropriate. Parents of the student will be notified of the behavior, and of any immediate action taken. Parents and the director, in consultation, will determine if any additional corrective measures are necessary. If no agreement can be reached between them, either party may bring the issue before the Board of Directors retains the right to suspend or to dismiss the child from the school after the appropriate due process procedures have been completed.

The School may expel any student found in possession of a weapon, or involved any activity involving illegal drugs or alcoholic beverage, or who physically threatens any other person at the School.

The School will comply with all rules and statutes relative to Safe and Drug-Free Schools. Expulsions will be referred to the Blackfoot Charter Community Learning Center Board of Directors for a hearing and review according to the right of due process. Students will only be re-enrolled by approval of the Board of Directors.

The procedure for suspension, expelling and re-enrollment of students will follow the law specified in Idaho Code 33-205. Suspension or expulsion will be considered only as the final option in a series of efforts to avoid such measures including but not limited to the following steps:

- Step 1: Parent/Guardian Incident Notification Procedure (Written and/or Verbal).
- Step 2: Peer Mediation and/or Director Intervention in addition to Step 1.
- Step 3: Suspension with parental notification - 3 days. Readmission after a conference with student, parents and team or its designee(s).
- Step 4: Suspension with parental notification - 5 days. Readmission after a hearing within five school days with the board of directors.
- Step 5: Expulsion until next calendar break/ semester/ rest of year. Hearing within five days with the Board of Directors.
- Step 6: Readmission after meeting with the Board of Directors, at parents' request.  
The charter school Board of Directors will have the right to deny enrollment for disciplinary reasons.

## **Provisions to handle Students using or Suspected of being Under the Influence of Alcohol/Controlled substances**

If a student discloses or is reasonably suspected of being under the influence of alcohol or controlled substances, ISTCS will comply with the procedures required by Section 33-210, Idaho Code. It is the policy of ISTCS that any staff member who has reasonable suspicion that a student may be under the influence of, or has in his or her possession, a controlled or dangerous substance as defined by law shall immediately notify the appropriate administrator or designee of such suspicions. The administrator or designee shall immediately investigate the allegation and if confirmed, notify the parent or legal guardian of said student's possession of a controlled or counterfeit substance or suspected abuse thereof.

This policy includes provisions for anonymity in that when a student voluntarily discloses use or being under the influence, information will be shared only on a "need to know" basis as provided in I.C. 33-210.

When a student is suspected of being in violation of federal, state, or local law for possession, use, or distribution of any illegal drug or controlled substance, the local law enforcement agency should be notified immediately. The administrator or a designee should communicate all available information to the police and offer the full cooperation of the administration and faculty to a police investigation. Immediate notification will also be given to the parent or guardian.

Any search, seizure, or subsequent disciplinary action shall be subject to applicable school policies, regulations, state laws, or student handbook rules.

## **Public Charter School Attendance Alternative**

Because Idaho Science and Technology Charter School is a new entity and not a conversion of an existing school, the attendance alternative would be the same as for those presently residing within the existing school districts. Students located within the Charter School attendance area would have the option to enroll in existing public schools presently serving the area. No student will be required to attend Idaho Science and Technology Charter School.

## **Attendance Requirements**

### *School Attendance Philosophy*

Students, parents, and educators recognize the importance of attendance and punctuality at school. Key reasons for regular and punctual attendance are educational benefits and success in school.

- *Educational Benefits*—Regular attendance assures that students stay current in academic skills, personal management skills, and teamwork skills.
- *Success*—Students must be present in order to experience success. Further, each student's presence enhances the success of the entire class.

Habitual Truant: Any ISTCS pupil who, in the judgment of the Board of Directors, repeatedly has violated the established attendance regulations or whose parents or guardians fail or refuse to cause such child to be instructed as provided in Idaho Code 33-202, shall be declared an habitual truant as defined in Idaho Code 33-206. Such a child shall come under the purview of the juvenile corrections act and dealt with accordingly.

### **Denial of School Attendance**

In Accordance with Idaho Code 33-205, the ISTCS Board of Directors may deny enrollment or may expel or deny attendance to any pupil who is an habitual truant, or who is incorrigible, or whose conduct, in the judgment of the board, is such as to be continuously disruptive of school discipline, or the instructional effectiveness of the school, or 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. Any pupil having been denied enrollment or expelled may be enrolled or readmitted to the school by the board of directors upon such reasonable conditions as may be prescribed by the board; but such enrollment or readmission shall not prevent the board from again expelling such pupil for cause.

The board shall expel from school for a period of not less than one (1) year, twelve (12) calendar months, or may deny enrollment to, a student who has been found to have carried a weapon or firearm on school property in is state or any other state, except that the board may modify the expulsion or denial of enrollment order on a case-by-case basis. Discipline of students with disabilities shall be accordance with the requirement of federal law part B of the individuals with disabilities education act and section 504 of the rehabilitation act. An authorized representative of the board shall report such student and incident to the appropriate law enforcement agency.

No pupil shall be expelled nor denied enrollment without the board of directors having first given written notice to the parent or guardian of the pupil, which notice shall state the grounds for the proposed expulsion or denial of enrollment and the time and place where such parent or guardian may appear to contest the action of the board to deny school attendance, and which notice shall also state the rights of the pupil to be represented by counsel, to produce witnesses and submit evidence on his own behalf, and to cross-examine any adult witnesses who may appear against him. Within a reasonable period of time following such notification, the board of directors shall grant the pupil and his parents or guardian a full and fair hearing on the proposed expulsion or denial of enrollment. However, the board shall allow a reasonable period of time between such notification and the holding of such hearing to allow the pupil and his parents or guardian to prepare their response to the charge. Any pupil who is within the age of compulsory attendance, who is expelled of denied enrollment as herein provided, shall come under the purview of the juvenile corrections act, and an authorized representative of the board shall, within five (5) days, give written notice of the pupil's expulsion to the prosecuting attorney of the county of the pupil's residence.

The administrator of any school may temporarily suspend any pupil for disciplinary reasons or for other conduct disruptive of good order or of the instructional effectiveness of school. A temporary suspension by the principal shall not exceed five (5) school days in length; and the

school superintendent may extend the temporary suspension an additional ten (10) schools days. Provided, that on a finding by the board of directors that immediate return to school attendance by the temporarily suspended student would be detrimental to other pupils; health, welfare or safety, the board may extend the temporary suspension for an additional five (5) schools days. Prior to suspending any student, the administrator or principal shall grant an informal hearing on the reasons for the suspension and the opportunity to challenge those reasons. Any pupil who has been suspended may be readmitted to the school by the administrator who suspended him upon such reasonable conditions as said administrator may prescribe. The board of directors shall be notified of any temporary suspensions, the reasons therefore, and the response, if any, thereto.

The board of directors shall establish the procedure to be followed by the ISTCS administration for the purpose of affecting a temporary suspension. This procedure must conform to the minimal requirement of due process.

#### *Excused Absences*

Absences from school with the knowledge and approval of a student's parents/guardian are excused absences, but such absences are counted toward the maximum allowed per semester. In order for an absence to be excused, oral or written communication from the student's parents/guardian must be received within 48 hours of the last day of the absence, except for school approved activity absences.

#### *Make-up Work*

Make-up work is allowed for students who have excused absences. The classroom teacher will provide the student or the parent/guardian who requests make-up work with: a) a list of pages covered during the absence; b) information about assignments or special projects; c) a copy of all handout materials given during the absence. Credit for make-up work is not allowed for an unexcused absence.

#### *Tardies*

A student is tardy if he or she is not in the assigned classroom when the bell rings. In general, tardiness will be dealt with on an individual basis; however excessive and habitual tardies can lead to a loss of class credit.

#### *Attendance Requirements*

Students may have a maximum of nine (9) absences per semester, or the number of absences permitted by the Idaho State Department of Education, whichever is fewer. Absence from class for any reason, including family convenience, shall be counted when the percentage of attendance and eligibility for promotion or credit is being considered.

#### *Notification of Absences and Discipline.*

Parents/guardians will be notified of the 5th, 8th, and 10th absences from class during a semester. Notice of the 10th absence will inform the parent/guardian of the loss of credit, and include the appeal rights to challenge the loss of credit. The school Director may deny a promotion to the next grade or deny credit for a class to any student who exceeds the maximum number of absences.

### *Grounds for an Appeal.*

Those students who have valid reasons to believe that all or parts of their absences are the result of extraordinary circumstances may request a review of their case following the attendance appeal process below. Extraordinary circumstances may include, but are not limited to, verified illness or medical treatment, death in the family or death of close friends, and medical or dental professional appointments.

### *Attendance Appeal Process.*

If a parent/guardian wishes to appeal a failing grade or denial of promotion to the next grade due to the attendance requirement, truancies, or the number of tardies, the following policy applies:

- \* The parent/guardian has five (5) school days from the date shown on the notification to appeal the loss of credit or denial of promotion.
- \* The appeal process starts with the Director. An adverse decision may be appealed to the Board of Directors. The decision of the Board of Directors is final.
- \* In each situation, representatives of the school and the parent/guardian have five (5) days in which to respond to the appeal or the ruling. Appeals and responses shall be in writing.

### **Process for Public Notification of Enrollment Opportunities**

As outlined in the following sections, Idaho Science and Technology Charter School intends to implement a solid plan to attract a sufficient and diverse student body, to provide for open communication, and to convey information about the school competently and accurately.

ISTCS will actively recruit students for enrollment through any or all of the following: advertising in a local newspaper, announcements at local schools, radio advertising, flyers, open houses, other forms of public media. The focus will be to attract a sufficient pool of potential applicants that includes disabled, low-income and racially diverse students. In each of these marketing processes, advertising will include strategies to reach at-risk and non-English speaking students. This process will include all current requirements as stated in Idaho code 33-5205.

Idaho Science and Technology Charter School's Director will determine plans for publicly sharing the school's annual report and other relevant information on the school's performance as outlined in IDAPA 08.02.04.203.

<u>BCCLC PROJECTED GROWTH TO CAPACITY</u>										<u>TOTAL</u>	<u>K-6th</u>	<u>7th-8th</u>
	<u>K</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>-</u>		
<u>2015-16</u>	<u>90</u>	<u>90</u>	<u>65</u>	<u>65</u>	<u>65</u>	<u>45</u>	<u>45</u>	<u>13</u>	<u>12</u>	<u>490</u>	<u>465</u>	<u>25</u>
<u>2016-17</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>65</u>	<u>65</u>	<u>65</u>	<u>45</u>	<u>45</u>	<u>13</u>	<u>568</u>	<u>510</u>	<u>58</u>
<u>2017-18</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>65</u>	<u>65</u>	<u>65</u>	<u>45</u>	<u>45</u>	<u>645</u>	<u>555</u>	<u>90</u>
<u>2018-19</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>65</u>	<u>65</u>	<u>65</u>	<u>45</u>	<u>690</u>	<u>580</u>	<u>110</u>
<u>2019-20</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>65</u>	<u>65</u>	<u>65</u>	<u>735</u>	<u>605</u>	<u>130</u>
<u>2020-21</u>	<u>90</u>	<u>65</u>	<u>65</u>	<u>760</u>	<u>630</u>	<u>130</u>						
<u>2021-22</u>	<u>90</u>	<u>65</u>	<u>785</u>	<u>630</u>	<u>155</u>							
<u>2022-23</u>	<u>90</u>	<u>810</u>	<u>630</u>	<u>180</u>								

## **TAB 8: BUSINESS PLAN**

### **Business Description**

Blackfoot Charter Community Learning Center, Incorporated, is organized exclusively for educational purposes within the meaning of IRS Section 501(c) (3) of the Internal Revenue Code. Notwithstanding any other provision of the school's 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 United States Internal Revenue Law). When approved by the Commission, BCCLC will function as an independent LEA and as such, receive federal funding directly. All federal funding will be handled in accordance with authorizing legislation.

### **Marketing Plan**

Prospective students will be given the opportunity to enroll regardless of race, color, national or ethnic origin, religion, sex, social or economic status, or special needs. The primary attendance area for Blackfoot Charter Community Learning Center shall be the boundaries of the Blackfoot, Snake River, and Firth School Districts located in Bingham County, Idaho.

Blackfoot Charter Community Learning Center will actively recruit students for enrollment using, but not limited to the following methods:

- Direct mailing to primary attendance area households
- Ongoing articles (in both English and Spanish) in the Gazette
- Holding public forums within each sending district's boundaries
- Posting advertising materials in English and Spanish in prominent locations (i.e. the library, the community notice board, at City Hall).
- News releases and articles

In each of these marketing processes, advertising will include strategies to reach at-risk and non-English speaking students. This process will include all current requirements as stated in Idaho code 33-5205.

### **Management Plan**

The Director in coordination with the Charter School Board of Directors will determine the day-to-day operations of Blackfoot Charter Community Learning Center. Refer to Appendix C for the job description and qualifications for Director of the Blackfoot Charter Community Learning Center.

Administrative services will be provided by the Blackfoot Charter Community Learning Center Director supplemented by other contracted services as needed. Annual programmatic and

financial audits will be presented to the Board of Directors as outlined in section VIII.D.2. of this petition. The Director will also serve as the liaison between the Blackfoot Charter Community Learning Center and its Board of Directors, the Charter Commission, and parents. Financial operations will be provided by the school. Funding sources will include state allocation per pupil, federal start-up grants, private grants, business partnerships, and donations.

### **Resumes of Directors**

See Appendix D.

### **Financial Plan**

While the Director of Blackfoot Charter Community Learning Center will be responsible for financial management, the Board has ultimate responsibility for the school's financial status. All accounting records will be kept in accordance with generally accepted accounting principles. Blackfoot Charter Community Learning Center will follow the requirements set forth by the state of Idaho and the Idaho State Department of Education, including formats for account numbering, audits, etc.

The budget for Blackfoot Charter Community Learning Center will be prepared in compliance with section 33-801, Idaho Statutes and policy of the State Board of Education, will be presented at a public hearing in June of the year the school will open, and will be delivered to the State Department of Education as required on or before July 15 prior to the start of the school year. Copies of the budget will be provided to the Idaho State Charter Commission. The budget will be prepared, approved and filed using the Idaho Financial Accounting Reporting Management System (IFARMS) format.

### **Revenues**

Estimates of funding sources will include state allocations as based on

- the Support Unit Calculation Template for Charter Schools
- Salary Based Apportionment Template for Charter Schools
- state allocations for pupil transportation
- state allocations for technology
- state lottery
- Federal start-up grants
- private grants
- business partnerships
- donations.

As soon as possible BCCLC will notify the Idaho Department of Education's Bureau of Special Populations, in writing, of its intend to applying for federal Title I and Title IV-B funds. The school will develop and implement an approved Consolidated Plan that details the programs. This plan will include but not be limited to a Parent Involvement Policy, Parent Compacts, participation in the state assessment and accountability system, highly qualified staff, and a scientific research based program of support for academically at risk students. Federal funds for

Title I, Title IV-B, and the child nutrition program will be calculated through the prescribed formulae.

#### Expenditures

- Purchasing Process

Purchasing procedure will be in compliance with State Law, Idaho Code 33-601. Blackfoot Charter Community Learning Center's Director will determine procedures for procuring goods and services with approval of the Board of Directors.

- Payroll Processing

Blackfoot Charter Community Learning Center's Business Manager will process its payroll in accordance with applicable Idaho codes.

#### Reports and Audits

Blackfoot Charter Community Learning Center will conduct an independent financial audit annually. A yearly independent audit will be performed as required by Idaho statute regarding audit reporting. Blackfoot Charter Community Learning Center Director will provide a monthly cash-flow to the Board of Directors that details revenues and expenditures for the previous month.

#### **Startup Budget**

Since BCCLC has been in operation since 1999, A copy of the 2009-2010 budget is included in Appendix E.

#### **Transportation Services**

Transportation services will be offered to all students residing more than one and one half miles from the school. Bus services will be contracted out in accordance with Idaho Department of Education, Division of Student Transportation regulations and Idaho Code 33-1510. The transportation bidding process will begin no later than January 31, 2009. The bid will be awarded no later than April 30, 2009. No bids or contracts will be let until after the charter is granted.

School transportation provided by charter school functioning as LEAs, is a reimbursable expense funded by the state and dispersed by the State Department of Education in accordance with Section 33-1006, Idaho Code. Transportation reimbursement payments reflect an 85% reimbursement for the previous year's "allowable" transportation costs. This percentage will be adjusted to reflect legislative changes as they occur.

Transportation costs included in the Estimated Budget are based on actual costs incurred by Blackfoot Charter Community Learning Center, since this school also contracts its services and the attendance areas and student numbers are similar. A copy of the BCCLC Busing contract is included in Appendix O.

## **School Lunch Program**

Blackfoot Charter Community Learning Center participates in the National Child Nutrition Program as per Idaho code 33-1015. The school currently contracts with the Blackfoot School District for its food service needs. This arrangement will continue for at least the 2010-2011 school year, at which time BCCLC may contract with Idaho Science and Technology Charter for food services.

### *Free and Reduced Lunch*

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

## **TAB 10: BUSINESS ARRANGEMENTS AND PARTNERSHIPS**

At the current time, BCCLC has established business arrangements for the following:

- Teton Stage Lines for daily student transportation services
- Bingham Memorial Hospital for occupational and speech therapy services
- Idaho Science and Technology Charter School for psychological testing and counseling services
- Idaho Science and Technology Charter School for partial student transportation services
- Blackfoot School District for primary student transportation and food services
- Southeastern District Health Department for health screening and related educational services
- Volunteers in Service to America (VISTA) for Literacy development activities

In addition, the following partnerships have been established:

- The Gables Assisted Living Center partnership provides opportunities for our students to participate in community service.
- Our partnership with the Blackfoot Community Center provides a wide variety of after school programs for students.
- Ball Brothers Music partnership to sponsor student participation in the First Lego League robotic competition

### *Additional Information from Petitioners*

The charter school will comply with Idaho statutes relating to public records and public meetings, as indicated in the Bylaws. ISTCS will comply with the Idaho Open Meeting Law (Idaho Code 67-2340-67-2347)

### *Termination and Dissolution of Assets*

In cases of termination or non-renewal, the Chair of the Board of Directors of Blackfoot Charter Community Learning Center is responsible for the dissolution of the business and affairs of the school. Blackfoot Charter Community Learning Center will fully cooperate with the Chartering agency for the dissolution process. If the chartering agency chooses not to assume these, then the board of directors will dispose of school property and satisfy any outstanding debts as outlined in Article IX of the Idaho Constitution. Remaining assets will be distributed to the authorizing agency.

School administrative and clerical personnel will ensure that parents are notified of the schools dissolution and that all records of students will be immediately transferred to the district receiving those students. This transfer will occur through the normal channels used by the school and the districts to exchange student files and information. This may include hand delivery to the district office or mail/ parcel delivery services.

**Appendix D: Public Charter School Closure Protocol**

**CLOSURE  
PROTOCOL**

**August 2013**



## Background

This Closure Protocol is aligned to Idaho statute and rule and is designed to reflect best practices for managing the school closure process in an organized manner that protects the state, students and the community.

The Idaho Public Charter School Commission Closure Protocol is based on the Colorado Charter School Sample Closure Framework released in 2011 and publicly available at [www.charterschoolquality.org](http://www.charterschoolquality.org). The Colorado Sample Closure Framework was created through the collaborative work of the Colorado Department of Education, the Colorado League of Charter Schools, and the Colorado Charter School Institute.

The Colorado Charter School Sample Closure Framework incorporated information from the following sources:

1. *Accountability in Action: A Comprehensive Guide to Charter School Closure*. Edited by Kim Wechtenhiser, Andrew Wade, and Margaret Lin. National Association of Charter School Authorizers (2010).
2. Colorado Charter School Institute Closure Project Plan (2010).
3. *Charter Renewal*. Charter Schools Institute, The State University of New York (SUNY).
4. *Pre-Opening Checklist and Closing Checklist*. Office of Education Innovation, Office of the Mayor, City of Indianapolis.
5. *2010-2011 Charter Renewal Guidelines*. District of Columbia Public Charter School Board.

During the revision process, the following additional sources were integrated into the Idaho Public Charter School Commission Closure Protocol:

6. *Navigating the Closure Process*. Matthew Shaw. Authorizing Matters Issue Brief, May 2011. National Association of Charter School Authorizers (2011).

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# Introduction

Charter school closures happen when a school’s charter is revoked, non-renewed, or relinquished. A number of factors can lead to closure of the school, including poor academic performance, finances, governance, or safety issues. Regardless of the reasons for closure, the board of directors of the public charter school is responsible for managing the closure and dissolution process.<sup>2</sup> Cooperation between the public charter school board and administrator, authorizer, and other state entities can allow for the facilitation of a smooth process that “minimize[s] disruption for students while ensuring that public funds are used appropriately.”<sup>3</sup>

The closure process should begin as soon as the authorizer or the charter school board takes initial action to close the school, regardless of whether an appeals process has been completed or the decision has been finalized. This allows the school and authorizer to discuss the potential closure, identify a tentative timeline for the final decision, and work together to establish a closure team and clear paths of communication with each other, stakeholders, and the community.

Whenever possible, the authorizer and public charter school should work together to ensure that the school is able to operate through the completion of the regularly-scheduled school year. Under most circumstances, this should allow adequate time to complete all closure tasks. More importantly, it minimizes instructional gaps for students. However, there are occasions when it is necessary for a school to close mid-year. In these cases, students’ educational transitions should be the highest priority. The school, authorizer, and other state entities must also identify the appropriate closure team and work closely together to prioritize closure tasks and manage their completion in as organized and efficient manner as possible.

Though individual schools should develop closure plans that are tailored to their situation, resources, and needs, all schools should keep the following primary goals in mind:

1. Providing educational services in accordance with the charter and performance certificate until the end of the school year, or the agreed upon date when instruction will stop.
2. Reassigning students to schools that meet their educational needs.
3. Addressing the school’s financial, legal and reporting obligations.

The closure process has many tasks, which are illustrated in the chart below. Based on the circumstances surrounding the closure, not all tasks in this protocol may apply. When the charter school, authorizer, and other state entities meet at the outset of the closure process, they should refer to the Closure Protocol and identify which tasks will be required or necessary. During this meeting, responsible parties and completion dates should be agreed upon to ensure a transparent and smooth closure. The template that follows includes the basic tasks that will usually need to be addressed to close a school; the format allows for the insertion of responsible parties and task deadlines.

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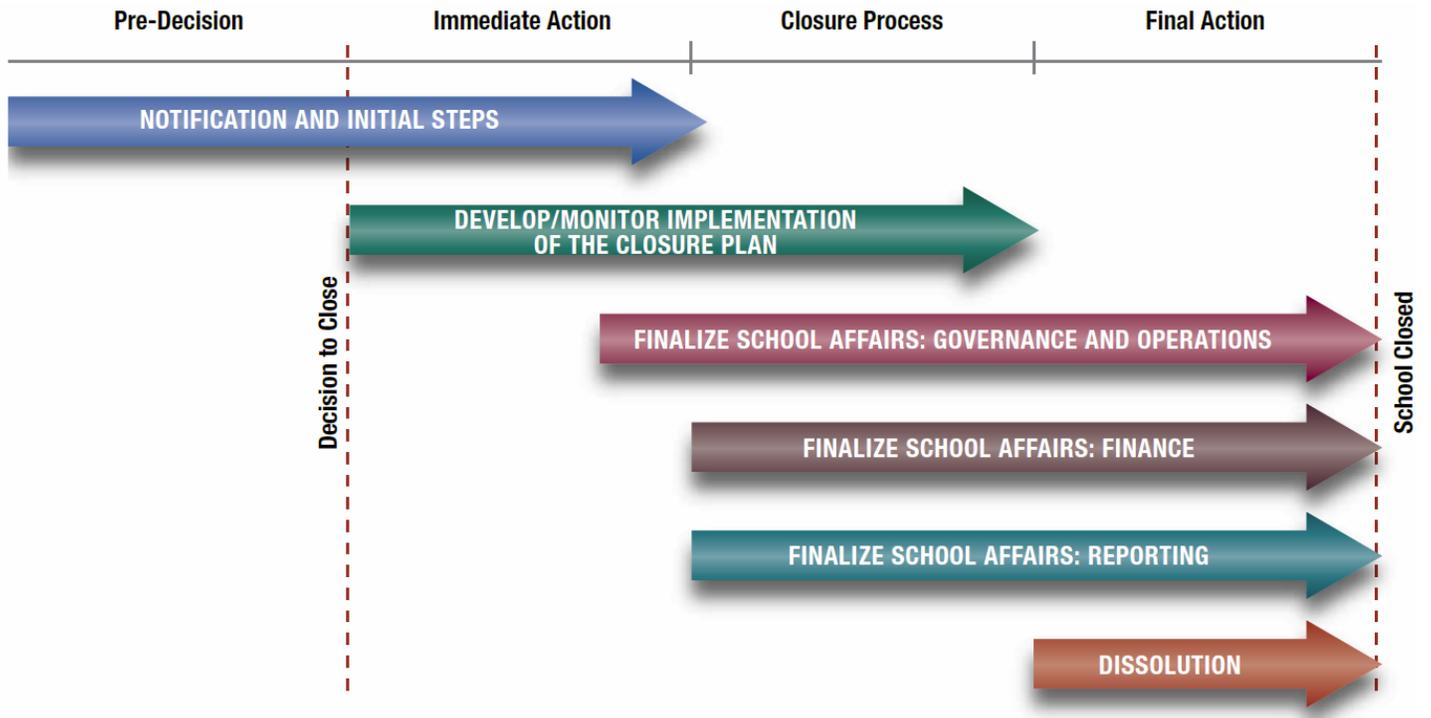
## Endnotes

<sup>1</sup> Peyser, J. and Marino, M. “Why Good Authorizers Should Close Bad Schools.” *Accountability in Action: A Comprehensive Guide to Charter School Closure*. National Association of Charter School Authorizers (2010). Pages 6 and 9.

<sup>2</sup> I.C. § 33-5212

<sup>3</sup> Shaw, M. “Navigating the Closure Process.” *Authorizing Matters Issue Brief*, May 2011. National Association of Charter School Authorizers (2011). Pages 2-3.

# A Conceptual Timeline for Closure



## Notification and Initial Steps

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<p><b>Meet with PCSC and SDE staff</b></p> <p>Within 3 business days of the authorizer’s or school’s initial / intended closure decision, the charter school administrator and a representative of the school’s board will meet (in-person or via telephone or web conference) with staff representatives of the PCSC and SDE to:</p> <ol style="list-style-type: none"> <li>1. Review the remaining process for finalizing the closure decision as applicable</li> <li>2. Review the Closure Protocol and tasks and clarify critical deadlines</li> <li>3. Identify points of contact for media or community questions</li> <li>4. Draft communication to staff, families, and affected districts</li> </ol>	School, PCSC, SDE			
<p><b>Notify Parents / Guardians of Potential Closure</b></p> <ol style="list-style-type: none"> <li>1. Within one week of the authorizer’s or school’s initial / intended closure decision, the charter school will send letters to enrolled families. Notification should include: <ul style="list-style-type: none"> <li>• The reasons for closure.</li> <li>• If applicable, an explanation of the appeals process and likely timeline for a final decision.</li> <li>• Assurance that instruction will continue through the end of the school year or an estimation of when instruction will cease.</li> <li>• Assurance that after a final decision is reached, parents/students will be notified and assisted in the reassignment process.</li> <li>• Public Charter School Closure FAQ.</li> <li>• Contact information for parents/guardians with questions.</li> </ul> </li> </ol>	School, PCSC			
<p><b>Notify School Districts Materially Impacted</b></p> <ol style="list-style-type: none"> <li>1. Within one week of the authorizer’s or school’s initial / intended closure decision, the charter school will send letters to districts materially impacted by the closure decision. Notification should include: <ul style="list-style-type: none"> <li>• The reasons for closure.</li> <li>• If applicable, an explanation of the appeals process and likely timeline for a final decision.</li> <li>• Copy of the letter sent to parents.</li> <li>• Public Charter School Closure FAQ.</li> <li>• Contact information for questions.</li> </ul> </li> </ol>	School, PCSC			
<p><b>Meet with Charter School Faculty and Staff</b></p> <p>Administrator and charter board chair meet with the faculty and staff to:</p> <ol style="list-style-type: none"> <li>1. Discuss reasons for closure, status of appeals process (if applicable), and likely timeline for a final decision.</li> <li>2. Emphasize importance of maintaining continuity of instruction through the end of the school year.</li> <li>3. Emphasize need to limit expenditures to necessities.</li> <li>4. Discuss plans for helping students find new schools and need for teachers and staff to have organized student files prepared for transfer.</li> <li>5. Identify date when last salary checks will be issued, when benefits terminate, and anticipated last day of work.</li> <li>6. Describe assistance, if any, that will be provided to faculty and staff to find new positions.</li> </ol>	School			
<p><b>Review and Report on Finances</b></p> <ol style="list-style-type: none"> <li>1. Review budget to ensure that funds are sufficient to operate the school through the end of the school year, if applicable. Communicate with the PCSC and SDE regarding financial status and next steps.</li> <li>2. Limit expenditures to only those in the approved budget and delay approving expenditures that might no longer be necessary until a revised budget is approved.</li> <li>3. Communicate with the SDE regarding whether there are any anticipated changes to remaining disbursements from the state.</li> </ol>	School, PCSC, SDE			

<p><b>Send Additional and Final Notifications</b></p> <ol style="list-style-type: none"> <li>1. Notify parents and affected school districts in writing after key events (e.g., denial of an appeal) and when the closure decision is final.</li> <li>2. The letters notifying staff, parents, and other districts of the final closure decision should include: <ul style="list-style-type: none"> <li>• The last day of instruction.</li> <li>• Any end-of-the-year activities that are planned to make the transition easier for parents and students.</li> <li>• Assistance that will be provided to families in identifying new schools. This may include a list of school options; application deadlines or open house dates for traditional public, public charter, or private schools; or individual meetings with families.</li> <li>• Basic information about the process for access and transfer of student and personnel records.</li> </ul> </li> </ol>	<p>School, PCSC</p>			
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## Develop/Monitor Implementation of the Closure Plan

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<p><b>Establish Transition Team, Develop Closure Plan, and Assign Roles</b></p> <ol style="list-style-type: none"> <li>1. Contact appropriate entities to establish a transition team, including: <ul style="list-style-type: none"> <li>• A member of the PCSC staff</li> <li>• A member of the SDE staff</li> <li>• Charter school board chair</li> <li>• Lead administrator from the charter school</li> <li>• Lead finance person from the charter school</li> <li>• Additional members as deemed appropriate</li> </ul> </li> <li>2. Develop plan, review roles of primary entities, identify individuals responsible for closure tasks, and exchange contact information.</li> </ol>	School, PCSC, SDE			
<p><b>Establish a Schedule for Meetings and Interim Status Reports</b></p> <p>Agree on a meeting schedule to review progress and interim, written status reports to include:</p> <ol style="list-style-type: none"> <li>1. Reassignment of students and transfer of student records.</li> <li>2. Identification of long-term storage location of student and personnel records; plan for access and communication to parents regarding access.</li> <li>3. Notification to entities doing business with the school.</li> <li>4. The status of the school's finances, including outstanding expenses and payment of creditors and contractors.</li> <li>5. Sale, dissolution, or return of assets.</li> <li>6. Submission of all required reports and data to the authorizer and/or state.</li> </ol>	School			
<p><b>Submit Final Closure Report</b></p> <p>Submit the completed closure Protocol document and appropriate final closure documents to the PCSC (see the Reporting section for more details).</p>	School			

## Finalize School Affairs: Governance and Operations

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<p><b>Maintain Identifiable Location</b></p> <p>Maintain the school’s current location through the winding up of its affairs or relocate its business records and remaining assets to a location with operational telephone service that has voice message capability.</p>	School			
<p><b>Protect School Assets</b></p> <p>Protect the school’s assets and any assets in the school that belong to others against theft, misappropriation and deterioration.</p> <ol style="list-style-type: none"> <li>1. Maintain existing insurance coverage on assets, including facility, until the disposal of such assets in accordance with the closure plan.</li> <li>2. Negotiate school facility insurance with entities that may take possession of school facility – lenders, mortgagors, bond holders, etc.</li> <li>3. Obtain or maintain appropriate security services. Action may include moving assets to secure storage after closure or loss of facility.</li> </ol>	School			
<p><b>Notify Commercial Lenders / Bond Holders (if applicable)</b></p> <p>If the school has existing loans - Within 10 days after the final decision to close the charter school (after appeals process is complete), notify banks, bond holders, etc., of the school’s closure and projected dates for the school’s last payment towards its debt and if/when default will occur.</p>	School			
<p><b>Terminate EMO /CMO Agreement (if applicable)</b></p> <p>Review the management agreement and take steps needed to terminate the agreement at the end of the school year or prior to the intended closure date.</p> <ol style="list-style-type: none"> <li>1. The management company should be asked for a final invoice and accounting, including an accounting of any retained school funds and the status of grant funds.</li> <li>2. The school and the management company should agree upon how the company will continue to provide educational services until the last day of instruction.</li> </ol> <p>The school and the management company agree when other services including business services will end.</p>	School			
<p><b>Notify Contractors and Terminate Contracts</b></p> <ol style="list-style-type: none"> <li>1. Notify all contractors, including food service and transportation, of school closure.</li> <li>2. Retain records of past contracts and payments.</li> <li>3. Terminate contracts for goods and services as of the last date such goods or services will be needed.</li> </ol>	School			
<p><b>Notify Employees and Benefit Providers</b></p> <ol style="list-style-type: none"> <li>1. Whenever possible, provide employees with formal, written notification of termination of employment at least 60 days before closure to include date of termination of all benefits in accordance with applicable law and regulations (i.e. <a href="#">WARN</a> and <a href="#">COBRA</a>) and eligibility for unemployment insurance pursuant to federal or state law or regulations of the Idaho Department of Labor.</li> <li>2. Notify benefit providers of pending termination of all employees, to include: <ul style="list-style-type: none"> <li>• Medical, dental, vision plans.</li> <li>• Life insurance.</li> <li>• PERSI, 403(b), or other retirement plans</li> </ul> </li> <li>3. Consult legal counsel as specific rules and regulations may apply to such programs.</li> </ol>	School			

## Finalize School Affairs: Governance and Operations (continued)

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<p><b>Maintain and Organize Records</b></p> <ol style="list-style-type: none"> <li>Maintain all corporate records related to: <ul style="list-style-type: none"> <li>Loans, bonds, mortgages and other financing.</li> <li>Contracts.</li> <li>Leases.</li> <li>Assets and their sale, redistribution, etc.</li> <li>Grants -- records relating to federal grants must be kept in accordance with 34 CFR 80.42.</li> <li>Governance (minutes, bylaws, policies).</li> <li>Accounting/audit, taxes and tax status, etc.</li> <li>Employees (background checks, personnel files).</li> <li>Employee benefit programs and benefits.</li> <li>Any other items listed in the closure plan.</li> </ul> </li> <li>Determine where records will be stored after dissolution.</li> </ol>	School			
<p><b>Transfer Student Records and Testing Material</b></p> <ol style="list-style-type: none"> <li>Ensure that all student records are organized and complete</li> <li>Within 10 days of receiving a records request, send student records, including final grades and evaluations, to the students' parent or new district and/or school, including: <ul style="list-style-type: none"> <li>Individual Education Programs (IEPs) and all records regarding special education and supplemental services.</li> <li>Student health / immunization records.</li> <li>Attendance record.</li> <li>Any testing materials required to be maintained by the school.</li> <li>Student transcripts and report cards.</li> <li>All other student records.</li> </ul> </li> <li>Document the transfer of records to include: <ul style="list-style-type: none"> <li>Date of transfer (for each individual student file transferred).</li> <li>Signature and printed name of the charter school representative releasing the records.</li> <li>Name and contact information of the receiver's representative.</li> <li>The total number and percentage of general and special education records transferred.</li> </ul> </li> </ol>	School			
<p><b>Inventory Assets and Prepare Federal Items for Pick-up</b></p> <ol style="list-style-type: none"> <li>Inventory school assets, and identify items: <ul style="list-style-type: none"> <li>Loaned from other entities.</li> <li>Encumbered by the terms of a contingent gift, grant or donation, or a security interest.</li> <li>Belonging to the EMO/CMO, if applicable, or other contractors.</li> <li>Purchased with federal grants or funds (i.e. Charter Start grant) <ul style="list-style-type: none"> <li>Items purchased with federal funds should be listed on the Federal Items Inventory spreadsheet provided by the PCSC. The list should be very detailed and complete, and items should not be sold or re-distributed.</li> </ul> </li> </ul> </li> <li>Return assets not belonging to school where appropriate documentation exists. Keep records of assets returned.</li> <li>Organize and pack items purchased with federal funds and arrange for PCSC walk-through and pick-up. <ul style="list-style-type: none"> <li>Boxes should be packed, closed, taped, and <i>clearly</i> labeled with name(s) and/or number(s) corresponding to the inventory.</li> <li>PCSC walk-through must be scheduled in advance and must be at least 2 days prior to the scheduled move day.</li> <li>At the time of the walk-through, all federal items must be prepared and distinctly separate from other school assets. If the school's items are not adequately prepared for moving, the PCSC will delay the date for pick-up of federal items.</li> </ul> </li> </ol>	School, PCSC			

## Finalize School Affairs: Finance

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<b>Maintain IRS 501(c)(3) Status</b> Maintain IRS 501(c)(3) status until final dissolution. Notify IRS regarding any address change(s) and file required tax returns and reports.	School			
<b>Notify Funding Sources / Charitable Partners</b> Notify all funding sources, including charitable partners of school closure. Notify state and federal agencies overseeing grants / programs of school closure.	School			
<b>Review and Revise School Budget</b> <ol style="list-style-type: none"> <li>Review the school's budget and overall financial condition.</li> <li>Make revisions, taking closure expenses into account closure while prioritizing continuity of instruction. Submit budget to PCSC and SDE.</li> <li>Identify acceptable use of reserve funds.</li> </ol>	School, PCSC, SDE			
<b>List all Creditors and Debtors</b> Formulate a list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. Note that the creditor list is not the same as the contractor list (above), but should include any contractors with whom the school owes money (based on a contract or invoice). <ol style="list-style-type: none"> <li>Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors.</li> <li>Debtors include persons who owe the school fees or credits, any lessees or sub-lessees of the school, and any person holding property of the school.</li> </ol>	School			
<b>Notify Debtors and Process Payments</b> Contact debtors to request payment. Process and document received payments.	School			
<b>Determine PERSI Obligations</b> Contact PERSI to determine remaining liabilities for employee retirement program.	School			
<b>Notify and Pay Creditors</b> <ol style="list-style-type: none"> <li>Notify all creditors of the school's closure and request final invoices.</li> <li>Sell appropriate assets.</li> <li>Prioritize and pay creditors in accordance with I.C. § 33-5212(2). Document payments made.</li> </ol>	School			
<b>Itemize Financials</b> Review, prepare and make available the following: <ol style="list-style-type: none"> <li>Fiscal year-end financial statements.</li> <li>Cash analysis.</li> <li>Bank statements for the year, investments, payables, unused checks, petty cash, bank accounts, and payroll reports including taxes.</li> <li>Collect and void all unused checks and destroy all credit and debit cards. Close accounts after transactions have cleared.</li> </ol>	School			
<b>Close Out All State and Federal Grants</b> Close out state, federal, and other grants. This includes filing any required expenditure reports or receipts and any required program reports, including disposition of grant assets.	School, SDE, Fed			
<b>Prepare Final Financial Statement</b> Retain an independent accountant to prepare a final statement of the status of all contracts and obligations of the school and all funds owed to the school, showing: <ol style="list-style-type: none"> <li>All assets and the value and location thereof.</li> <li>Each remaining creditor and amounts owed.</li> <li>Statement that all debts have been collected or that good faith efforts have been made to collect same.</li> <li>Each remaining debtor and the amounts owed.</li> </ol>	School			
<b>Complete Final Financial Audit</b> Complete a financial audit of the school in accordance with statute by a date to be determined by the authorizer. Submit final audit to the PCSC and SDE.	School, PCSC, SDE			
<b>Reconcile with State</b> Reconcile state billings and payments. Reimbursement of funds previously disbursed to the school may be required.	School, SDE			

## Finalize School Affairs: Reporting

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<b>Prepare and Submit End-of-Year Reports</b> <ol style="list-style-type: none"> <li>1. Communicate with the PCSC regarding necessary end-year or annual data or reporting that needs to be submitted and identify deadlines.</li> <li>2. Prepare and submit annual reports to the authorizer.</li> </ol>	School, PCSC			
<b>Prepare Final Report Cards and Student Records Notice</b> Provide parents / guardians with copies of final report cards and notice of where student records will be sent along with contact information.	School			
<b>Prepare and Submit Final ISEE Report</b> Within 10 days of final closure, submit a final ISEE report to the SDE.	School, SDE			
<b>Prepare and Submit Final Budget and Financial Reporting</b> Within 120 days of final closure, submit a final budget and financial reporting, including final financial audit, to the SDE.	School, SDE			
<b>Prepare and Submit All Other Required State and Federal Reports</b> <ol style="list-style-type: none"> <li>1. Communicate with the SDE and the federal government to identify any outstanding or final reports required for federal, state, or special programs (special education, Title I, etc.) and confirm deadlines.</li> <li>2. Prepare and submit reports to the SDE and/or federal government.</li> </ol>	School, SDE			
<b>Prepare and Submit Final Closure Report to the PCSC</b> Submit the completed closure Protocol document and a narrative and/or attachments that outline the following: <ol style="list-style-type: none"> <li>1. The name and contact information of the individual(s) with whom the PCSC can follow-up after closure if there are questions or issues to be addressed</li> <li>2. The school's final financial status, including the final independent audit</li> <li>3. The status of the transfer and storage of student records, including:               <ul style="list-style-type: none"> <li>• The school's total enrollment at the start of the final semester</li> <li>• The number and percentage of student records that have been transferred prior to closure</li> <li>• The plan for storage and access to student records after closure, including the signature of the person / entity that has agreed to be responsible for transferring records after closure</li> <li>• A copy of public communication to parents regarding how to access student records after closure</li> </ul> </li> <li>4. The status of the transfer and storage of personnel records, including:               <ul style="list-style-type: none"> <li>• The school's total number of staff at the beginning of the final semester</li> <li>• The number and percentage of personnel records that have been distributed to staff and/or new employers</li> <li>• If necessary, the plan for storage and access to personnel records after closure, including the signature of the person / entity that has agreed to be responsible for transferring records after closure</li> <li>• A copy of communication to staff regarding how to access personnel records after closure</li> </ul> </li> <li>5. Additional documentation (inventories, operational info, etc.) may be included with the report</li> </ol>	School, PCSC			

## Dissolution

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<p><b>Dissolve the Charter School (I.C. § 30-3-110)</b></p> <ol style="list-style-type: none"> <li>1. Give appropriate notice of the meeting per Open Meeting law and statute, including the intention to vote on the dissolution of the corporation.</li> <li>2. The charter school board adopts a plan of dissolution indicating to whom the assets of the non-profit corporation will be distributed after all creditors have been paid. (I.C. § 33-5206(9))</li> <li>3. Unless otherwise provided in the bylaws, the board of directors votes on the resolution to dissolve. A non-profit corporation is dissolved upon the effective date of its articles of dissolution. (I.C. § 30-3-112)</li> </ol>	School			
<p><b>Notify the Secretary of State (I.C. § 30-3-112)</b></p> <ol style="list-style-type: none"> <li>1. After the resolution to dissolve is authorized, dissolve the corporation by delivering to the Secretary of State for filing articles of dissolution setting forth: <ul style="list-style-type: none"> <li>• The name of the non-profit corporation.</li> <li>• The date dissolution was authorized.</li> <li>• A statement that dissolution was approved by sufficient vote of the board.</li> <li>• If approval of members was not required (commonly true for public charter schools), a statement to that effect and a statement that dissolution was approved by a sufficient vote of the board of directors or incorporators</li> <li>• Such additional information as the Secretary of State determines is necessary or appropriate.</li> </ul> </li> </ol>	School			
<p><b>Notify Known Claimants (I.C. § 30-3-114)</b></p> <p>Give written notice of the dissolution to known claimants after the effective date of the dissolution. Claimants have 120 days from the effective date of the written notice to submit a claim.</p>	School			
<p><b>End Corporate Existence (I.C. § 30-3-113)</b></p> <p>A dissolved non-profit corporation continues its corporate existence, but may not carry on any activities except as is appropriate to wind up and liquidate its affairs, including:</p> <ol style="list-style-type: none"> <li>1. Preserving and protecting its assets and minimizing its liabilities.</li> <li>2. Discharging or making provision for discharging its liabilities.</li> <li>3. Disposing of its properties that will not be distributed in kind.</li> <li>4. Returning, transferring or conveying assets held by the corporation upon a condition requiring return, transfer or conveyance, which condition occurs by reason of dissolution, in accordance with such condition.</li> <li>5. Transferring, subject to any contractual or legal requirements, its assets as provided in or authorized by its articles of incorporation or bylaws.</li> <li>6. Doing every other act necessary to wind up and liquidate its assets and affairs.</li> </ol>	School			
<p><b>Notify IRS</b></p> <p>Notify the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to the authorizer.</p>	School			

“If charter schools are to have any hope of transforming public education, they cannot settle for simply being pretty good or just above average – especially when that average is well below what students need to succeed in the world. From this perspective, charter schools need to be about excellence. Specifically, they need to prove that excellence is possible and achievable at scale and under difficult circumstances, even with students whom others may have given up on.”

“All of those who embark on this perilous journey of hope deserve our deepest gratitude and respect for embracing this challenge with courage, persistence and good faith. But these virtues alone are not enough. Charter schools are not supposed to rest on good intentions and earnest effort; they are supposed to achieve meaningful results demonstrated by a sound body of evidence over the charter term. Charter schools that cannot deliver on that promise, either to their students or the broader public, need to be closed. This is the unpleasant, but imperative responsibility of authorizers.”

-- James A. Peyser and Maura Marino. “Why Good Authorizers Should Close Bad Schools.”<sup>1</sup>