

CHARTER SCHOOL PERFORMANCE CERTIFICATE

This Performance Certificate (“Certificate”) is effective on **August 15, 2024**, by and between the Idaho Public Charter School Commission (the “Commission”) and **Alturas Academy North, Inc.** (the “Charter Holder”) for the purpose of operating **Alturas Academy North** (the “School”), an independent public school organized as an Idaho nonprofit corporation and established under the Accelerating Public Charter Schools Act, Idaho Code section 33-5201 *et seq.*, as amended (the “Charter Schools Act”).

RECITALS

WHEREAS, the Charter Holder has organized and manages the public charter school pursuant to the Idaho Non-profit Corporation Act, Chapter 52, Title 30; and

WHEREAS, on **August 15, 2024**, the Commission approved a Charter Application for the establishment of the School; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings contained herein, the Commission and the Charter Holder agree as follows:

DEFINITIONS

For purposes of this Performance Certificate, each of the following words or expressions shall have the same meaning as set forth in Section 33-5202A, Idaho Code:

- A. Application** means the document submitted to the Authorizer to request the creation of a public charter school found at <https://chartercommission.idaho.gov/pcsc-schools/> incorporated by reference including amendments and applications.
- B. Authorizer** means any of the following: a local board of trustees of a school district; the Commission; an Idaho public college, university, or community college; or a private, nonprofit, Idaho-based, nonsectarian college or university that is accredited by the same organization that accredits Idaho public colleges and universities.
- C. Charter** means the grant of authority approved by the Authorizer to the Charter Holder.
- D. Charter Holder** means the School’s board of directors to which a charter is granted.
- E. Educational Services Provider** means a nonprofit or for-profit entity that contracts with a public charter school for a fee to provide educational services and resources, including administrative support and educational design, implementation, or management.
- F. Founder** means a person who makes a material contribution toward the establishment of a public

charter school and who is designated as such by the Charter Holder.

- G. Performance certificate** or “Certificate” means a fixed-term, renewable certificate between a public charter school and the Commission that outlines the negotiated roles, powers, responsibilities, and performance expectations for each party to the certificate.
- H. Public Charter School** means a school that is authorized to deliver public education in Idaho.
- I. Public Charter School Commission or “Commission”** means the Public Charter School Commission established pursuant to Section 33-5213, Idaho Code.
- J. Public Charter School Commission Board or “Commission Board”** means the seven (7) member governing board of the Commission who are appointed by the governor, subject to the advice and consent of the senate.

SECTION 1: TERMS OF AUTHORIZATION

- A. Establishment of School.** The Charter Holder is hereby authorized to implement the School as described in the Application, incorporated herein by this reference. Any significant changes to any section of the Application, including the educational program, facilities plan, financial plan, or the management plan, during the School’s pre-operational period or first operational term shall be treated as a charter amendment in accordance with the Commission’s policy.
- B. Term of Agreement.** The School’s operational term shall be from **July 1, 2026**, and end on **June 30, 2032**. Subsequent terms of operation may be issued by the Commission in accordance with Idaho Code and Commission policy.
- C. Conditions.** Applicable conditions are attached as Appendix B and incorporated herein by this reference. If all conditions have been completed to the satisfaction of the Commission by the stated due date, the School shall continue operations through the remainder of the current Certificate term. In the event that all conditions have not been completed to the satisfaction of the Commission by the stated due date, the Commission will consider whether to exercise its authority to revoke the School’s Charter at its next regularly scheduled public meeting or special meeting, if necessary.

SECTION 2: SCHOOL GOVERNANCE

- A. Governing Board.** The School shall be governed by a board of directors (the “Governing Board” or “Charter Holder”) in a manner that is consistent with the terms of this Certificate, so long as such provisions are in accordance with all applicable state, federal, and local laws, rules, regulations, and policies. The Charter Holder shall have final authority and responsibility for the academic, financial, and organizational performance of the School. The Charter Holder shall also have authority for and be responsible for policy and operational decisions of the School, although

nothing herein shall prevent the Charter Holder from delegating decision-making authority for policy and operational decisions to officers, employees, and agents of the School, as well as third party Educational Services Providers.

- B. Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of the Charter Holder shall provide for governance of the operation of the School as a nonprofit corporation and a public charter school, and shall at all times be consistent with all applicable state, federal, and local laws, rules, regulations, and policies and this Certificate. The Charter Holder shall notify the Commission of any modification to the School's articles of incorporation or bylaws within 48 hours of approval by the Charter Holder.
- C. Charter Board Composition.** The composition of the School's Governing Board shall at all times be determined by and consistent with the School's articles of incorporation and bylaws, and all applicable laws, rules, regulations, and policies. The Charter Holder shall notify the Commission of any changes to the School's Governing Board members or their contact information within 48 hours of the change.

SECTION 3: AUTHORIZER ROLE AND RESPONSIBILITIES

- A. Oversight Allowing Autonomy.** The Commission shall continually monitor the performance and legal compliance of the School, including collecting and analyzing data, and conducting prearranged site visits. The Commission will conduct oversight activities that enable it to fulfill its responsibilities, including conducting appropriate inquiries and investigations, in a manner that does not unduly inhibit the autonomy of the School and is consistent with the intent of the Charter Schools Act.
- B. Charter School Performance Framework.** The Charter School Performance Framework ("Performance Framework") is attached and incorporated into this Certificate as Appendix A. The Performance Framework shall be used to evaluate the School's performance, and at a minimum, will include academic proficiency and growth; college and career readiness (high school only); actual and potential at-risk and economically disadvantaged makeup of the student body population for all grade levels; and board performance and stewardship, including compliance with all applicable state, federal, and local laws, rules, regulations, and policies, and terms of the Performance Certificate. The specific terms of the Performance Framework are determined by the Commission and shall be binding on the School. If the Commission revises the Performance Framework during the term of this Performance Certificate through a vote of the Commission Board at a public meeting, the revised Performance Framework shall be deemed effective on the date set by the Commission Board and shall replace the previous Performance Framework.
- C. Commission to Monitor School Performance.** The Commission shall monitor and report on the School's progress in relation to the indicators, measures, metrics, and targets set out in the Performance Framework.

D. Renewal. No later than September 1, the Commission shall issue a public charter school performance report and charter renewal application guidance to any Charter Holder whose charter will expire the following year. The performance report shall summarize the School's performance to date, based on the Performance Certificate, and shall provide notice of any weaknesses or concerns that may jeopardize renewal, if not timely rectified. The Charter Holder shall have thirty (30) days to respond to the performance report and submit any corrections or clarifications for the report.

- i. In making charter renewal decisions, the Commission will do the following:
 - i. Ground its decision in evidence of the school's performance over the term of the performance certificate;
 - ii. Ensure that data used in making renewal decisions are available to the school and public;
 - iii. Take into consideration the actual and potential at-risk and economically disadvantaged makeup of the School's student body population as defined in Section 33-1001, Idaho Code, for all grade levels; and
 - iv. Provide a public report summarizing the evidence basis for each decision.

The Commission shall offer renewal terms in accordance with Section 33-5209A(7), Idaho Code. In accordance with the Charter Schools Act, the Commission shall renew any Charter in which the School met all of the terms of its Certificate at the time of renewal.

SECTION 4: EDUCATIONAL PROGRAM

A. School Mission. The mission of the School is as follows: Alturas Academy North promotes academic distinction, while empowering students to be principled and intellectual leaders as they explore, create, investigate, and analyze in a safe, engaged, collaborative environment that inspires them to make a genuine difference in their local and global community.

B. Grades Served. The School may serve students in grades K-8.

C. Design Elements. The School shall implement and maintain the essential design elements as presented in the Application, incorporated by reference. Any changes to the essential design elements shall be approved by the Commission.

i. Teachers practice diversification in multi-age classrooms. Educators grow students from their academic levels, not their grade levels. Students will be empowered to learn, grow, lead, and take responsibility for their learning.

ii. Students are taught at their instructional levels but also mentor and support each other in project-based learning. Teachers utilize a variety of methods and tools while teaching in small groups at instructional levels to ensure that each student has measurable academic growth each year.

iii. International Baccalaureate and the Idaho State Standards will be utilized hand in hand to

teach students to apply knowledge and skills across disciplines. Curriculum is culturally and topically diverse, teaching students to be caring members of a global community.

iv. Teacher performance is measured by their ability to improve student academic growth, their growing expertise in diversification teaching, and how they work together to create innovative lesson plans.

v. Students are taught to be leaders by teaching and learning from their peers. This is done through working in groups where they make plans, set goals, assign tasks, present their work, mentor, and empower each other.

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 the statute and rules of the State Board of Education.

SECTION 5: SCHOOL OPERATIONS

A. In General. The School and the Charter Holder shall operate at all times in accordance with all applicable, state, federal and local laws, rules, regulations, and policies.

B. School Performance. The School shall meet the standards as defined in the Performance Framework.

C. Required Reports. The School shall prepare and submit reports as required by Commission policy, as found on the Commission's website.

D. Notice to the Commission. The Charter Holder will notify the Commission within 48 hours if any of the following occur:

- i. If the Charter Holder becomes aware that the School is not operating in substantial compliance with the terms and conditions of this Performance Certificate;
- ii. If the School's accrediting body finds that the School has failed to meet or maintain full accreditation requirements;
- iii. If any complaints are filed against the School, including but not limited to lawsuits and complaints filed with the Idaho Professional Standards Commission relating to School employees; and
- iv. If there are any early warning signs of distress as outlined in this Performance Certificate, including excessive reductions in enrollment of all students or at-risk students, excessive staff turnover, or excessive Governance Board turnover of the Charter Holder in any school year or between school years.

E. Maximum Enrollment. The maximum number of students who may be enrolled in the School, across all programs, shall be 648.

F. 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 School than there are spaces available, the School shall select students to attend using a random selection process that shall be publicly noticed and open to the public.

G. School Facilities. The School shall operate at the following location(s): **To be determined.** The School shall provide the Commission with facilities documentation in accordance with Commission policy, as found on the Commission website.

H. Attendance Area. The School's primary attendance area is as follows:

i. Jefferson County School District 251, Ririe School District 252, Madison School District 321, and the following area of Bonneville County:

1. Southern Border:

- The southernmost border is Lincoln Road.

2. Western Border:

- Starting at 5th West, the western boundary moves northward.

- Upon reaching Highway 48, the western boundary shifts to N 3600 E.

- Continuing north, the boundary follows N 3600 E until Highway 33.

- From Highway 33, the western boundary changes to S 3000 W.

- The furthest northern point along this border is at W 2000 N.

3. Northern Border:

- The northernmost boundary is at W 2000 N.

4. Northeastern Boundary:

- The northeastern boundary begins at the intersection of W 2000 N and 16th E.

5. Eastern Border:

- From the intersection of W 2000 N and 16th E, the eastern boundary moves southward, following 16th E until it intersects with Poleline Road.

- At Poleline Road, the eastern boundary shifts to S 1100 E and continues south as though the road were still present, eventually connecting to Snake River Road and intersecting with N 175 E.

6. Southeastern Border Extension:

- The boundary continues south along N 175 E until it intersects with Highway 26.

- Moving westward along Highway 26, the eastern border transitions to N 115 E.

7. Eastern Border Continuation:

- At the intersection of Foothill Road and 33rd Rd N (N 95th E), the boundary continues to follow 33rd Rd N until it intersects with Foothill Road again.

- Following Foothill Road westward, the boundary eventually intersects back with Lincoln Road, completing the perimeter.

- I. 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. The School’s comparison group shall include all schools in the following districts: Jefferson County School District 251, Ririe School District 252, Madison School District 321, and Bonneville Joint School District 93.
- J. Staff.** Instructional and administrative staff of the School shall be certified as provided by Section 33-5206(4-7), Idaho Code. The Charter Holder shall adopt a policy consistent with Section 33-507, Idaho Code, regarding the hiring of family members.
- K. Alignment with All Applicable Law.** The School shall comply with all applicable federal, state and local 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 laws, rules, regulations, and financial reporting requirements, as well as the requirements contained in the School’s Performance Framework.
- B. Financial Controls.** At all times, the School shall maintain appropriate governance, managerial procedures, and financial controls, which shall include, but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them; (2) adequate payroll procedures; (3) procedures for the creation and review of monthly and quarterly financial reports; (4) internal control procedures for cash receipts, cash disbursements and purchases; and (5) maintenance of asset registers and financial procedures for grants, all in accordance with all applicable, state, federal, and local laws, rules, regulations, and policies.
- C. Financial Audit.** The School shall submit audited financial statements from an independent auditor in accordance with the rules of the Idaho State Department of Education.
- D. Annual Budgets.** The School shall adopt a budget for each fiscal year, prior to the beginning of the fiscal year in accordance with the rules of the Idaho State Department of Education.

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 Commission. Any school terminating its Charter shall work with the Commission 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 Commission.

B. Nonrenewal. The Commission may non-renew the Charter at the expiration of the Certificate if the School failed to meet one or more of the terms of its Certificate, including the Performance Framework. The Charter Holder may appeal a decision to non-renew directly to the Office of Administrative Hearings and is subject to judicial review as a contested case as set forth in Chapter 52, Title 67, Idaho Code.

C. Revocation. The School's Charter may be revoked by the Commission if, after fair and specific notice from the Commission, the School:

- a. Commits a material and substantial violation of any of the terms, conditions, standards, or procedures required by the Charter Schools Act or the Performance Certificate;
- b. Fails to meet generally accepted standards for fiscal management;
- c. Substantially violates any material provision of law from which the School is not exempted; or
- d. Has failed to meet one or more of the renewal conditions, included in Appendix B [IF NECESSARY], by the stated due date.

Revocation may not occur until the Charter Holder has been afforded a public hearing, unless the Commission determines that the continued operation of the School presents an imminent public safety issue, in which case the charter may be revoked immediately. Public hearings shall be conducted by the Commission or such other person or persons appointed by the Commission to conduct public hearings and receive evidence. Hearings will be conducted in accordance with Section 33-5209C(2), Idaho Code.

If the Commission revokes the Charter, it will clearly state the reasons for the revocation in a resolution before the Commission Board.

The Charter Holder may appeal a decision to revoke directly to the Office of Administrative Hearings and is subject to judicial review as a contested case as set forth in Chapter 52, Title 67, Idaho Code.

D. Closure. The Commission's closure protocol shall begin immediately after a decision to terminate is made by the Charter Holder, or a decision to revoke or non-renew is made by the Commission. Closure protocol shall begin regardless of whether the Charter Holder appeals the decision. In the event that closure protocol begins, the School shall cease operations no later than the following June 30. Closure protocol shall only cease if the Office of Administrative Hearings overturns the Commission's decision.

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, partnership, ownership, or employment between the Commission 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 Commission, or as may be required by law, neither the School nor the Commission 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 Charter Holder and the Commission in accordance with Commission policy, as found on the Commission website. All amendments must be in writing and signed by the Charter Holder and the Commission.

IN WITNESS WHEREOF, the Commission and the Charter Holder have executed this Performance Certificate to be effective **August 15, 2024**.

Alan L Reed

Alan L Reed (Feb 14, 2025 08:27 MST)

Chairman

Idaho Public Charter School Commission

Candise Gilbert

Candise Gilbert (Feb 19, 2025 01:04 MST)

Chairman

Alturas Academy North Charter Holder (Board of Directors)

Alturas Academy North Performance Certificate 2026-2032

Final Audit Report

2025-02-19

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