

Kootenai Bridge Academy

Opening date: Fall 2009

**Petition approved by the
Idaho Public Charter School Commission
on October 16, 2008**

**Current version of the Charter approved
on June 17, 2014**

Kootenai Bridge Academy will be a statewide virtual school.
The school facility will be located in the school's primary
attendance area in Kootenai County.

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TAB 1

A. Articles of Incorporation

Articles of Incorporation are available in Appendix 1.

B. Certification of Adoption of By-Laws

Signatures are available in Appendix 1.

C. Certificate of Attendance- Charter School Developers Workshop

See Appendix 1.

D. Educational Mission

Vision: To provide every student an academically excellent education, to facilitate graduation for alternative students, while ensuring the students have the technological foundation to be successful in the 21st Century.

Mission: Providing bridges to success through education, self-motivation, community responsibility

E. Bylaws

**BYLAWS
OF
KOOTENAI BRIDGE ACADEMY, INC.**

KNOW ALL MEN BY THESE PRESENTS: that KOOTENAI BRIDGE ACADEMY, INC.

(hereinafter the "Corporation"), an Idaho non-profit corporation duly organized and existing under and by virtue of the laws of the State of Idaho, has adopted, and by these presents does adopt, its Bylaws for the conduct and control of its business affairs:

ARTICLE I: OFFICES

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

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

ARTICLE II: BOARD OF DIRECTORS

SECTION 1. General Powers:

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

SECTION 2. Number, Tenure, and Qualifications.

The number of Directors shall be not less than three and not more than five. All members of the Board shall be residents of Kootenai County. Except as otherwise provided by these Bylaws, each Director shall hold office for a term of three (3) years, or until his successor shall have been selected and qualified. No Director may serve for more than a total of three terms, or nine (9) years, whichever is longer.

New Directors will be selected by appointment of the respective outgoing Director subject to a two-thirds approval vote of all Directors and Academy employees.

SECTION 3. Regular Meetings.

A regular annual meeting of the Board shall be held without other notice than this bylaw, on the 1st Tuesday of each month, of each year, or if a holiday, on the next succeeding business day. The Board may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution. In all cases KBA will comply with Idaho open meeting law and as per Article II, Section 5.

SECTION 4. Special Meetings.

Special meetings of the Board may be called by or at the request of the Chairman of the Corporation or any Director. The person or persons authorized to call special meetings of the Board may fix any site within Kootenai County, Idaho, as the place for holding any special meeting of the Board called by them. The Board may provide by resolution the time and place for the holding of additional regular meetings of the Board, with notice as required by Section 5 of this Article, and Idaho Code § 67-2343.

SECTION 5. Notice.

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

SECTION 6. Quorum.

A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting,

a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting.

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

SECTION 8. Vacancies.

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

SECTION 9. Compensation.

Directors shall not receive or accept any reward or compensation for their services, but by resolution of the Board expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other volunteer and non-compensated capacity. Directors shall comply with and be bound by the provisions of Idaho Code §§ 33- 5204(5)(a) and 33-5204A.

ARTICLE III: OFFICERS

SECTION 1. Officers.

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

SECTION 2. Election and Term of Office.

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

SECTION 3. Removal.

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

SECTION 4. Vacancies.

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

SECTION 5. Chairman.

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

SECTION 6. Vice Chairman.

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

SECTION 7. Treasurer.

The Treasurer shall act as principal liaison between the Corporation and such agencies contracted by the Corporation to fulfill accounting duties. It shall be the principal duty of the Treasurer to make all financial reports available to the Board at monthly meetings.

SECTION 8. Secretary.

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

SECTION 9. Assistant Treasurers and Assistant Secretaries.

If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the Chairman or Board.

ARTICLE IV: COMMITTEES

SECTION 1. Parent-Student-Faculty-Association.

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

ARTICLE V: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. Contracts.

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

SECTION 2. Checks, Drafts, etc.

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

SECTION 3. Deposits.

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

SECTION 4. Gifts.

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

ARTICLE VI: BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also

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

ARTICLE VII: FISCAL YEAR

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

ARTICLE VII: SEAL

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

ARTICLE IX: WAIVER OF NOTICE

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

ARTICLE X: GOVERNING LAW AND DOCUMENTS

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

ARTICLE XI: AMENDMENTS TO THE GOVERNING DOCUMENTS

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

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

SECTION 2. Charter Amendments Require State Authorization.

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

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

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

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

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

ARTICLE XII: SIGNATURE SHEET

Please see Appendix 1 for signatures of Directors ratifying these by-laws.

TAB 2 – Proposed operation and potential effects of the public charter school including: 33-5202(4)

A. Facilities

The Board of Directors of the Kootenai Bridge Academy, hereto be known as KBA, shall acquire and maintain facilities pursuant to federal and state regulations, to facilitate the instruction of the student body and operate its academic program. The site or sites shall be located within the boundaries of Coeur d'Alene SD #271. The facility(s) shall be located within 1.5 miles of a major thoroughfare or highway to facilitate access by students throughout Kootenai County.

Please see Appendix 2 for information on proposed facility plans and back-up plans.

First Choice: 7905 Meadowlark Way, Suite E.

We are very optimistic that this location would suit our needs well. It is located in the northern portion of Coeur d'Alene where much of our city's new development and high school age children are. Not only does the site have plenty of parking, it is situated in an office park that will provide a quiet and out of the way setting for our lab. It is already wired for high speed Internet access and the owner is very interested in working with us.

Second Choice: 1522 E. Sherman Ave.

We have entered into detailed discussion with the owner and realtor to accommodate a payment schedule for this property. The primary strength of this location is the fact that it has been recently completely remodeled and is ready to have its interior custom designed for our needs. It is also located on the main drag downtown and is only a few blocks from the I-90.

Third Choice: 202 Anton Ave

This location is located on the second story of a larger office complex. It has handicapped accessible elevators. The ground floor of the complex is the Kootenai County Probation Department, while other offices on the second floor house family counseling services; the site enjoys a high degree of security. It is also currently vacant and is geographically in the very center of Coeur d'Alene with easy access to I-90 and local businesses.

B. Administrative services

A principal/director, a building registrar and a business manager shall provide administrative services. The principal/director shall be responsible for implementing the school's academic programs, and attaining the stated objectives of academic achievement. The principal/director shall provide educational leadership designed to nurture a strong relationship among teachers, students, parents and the community. In addition, the principal/director shall be responsible for the hiring, evaluation and termination of classified staff. The principal/director will observe, evaluate and recommend action to the board regarding the hiring, evaluation and termination of certified staff. The principal is also responsible for managing the facilities and creating and maintaining a school climate that is disciplined, orderly and conducive to learning.

C. Potential civil liability

KBA is organized and managed under the Idaho Nonprofit Corporation Act. The Board of Directors of the KBA shall be deemed public agents authorized by the State of Idaho to control the charter school. KBA may sue or be sued, purchase, receive, hold and convey real and personal property for school purposes, and borrow money for such purposes as deemed appropriate by the Board of Directors. Its employees, directors and officers shall enjoy the same immunities as employees, directors and officers of a public school. ACE shall have no liability for the acts, omissions, debts, or other obligations of KBA, except as may be provided in an agreement or contract with KBA.

KBA shall secure insurance for liability and property loss. Provision for liability and property loss shall be made for general liability, auto liability, professional liability, and directors and officers' liability in the annual budget. ACE shall be given a sixty-day notice of cancellation or non-renewal of said insurance.

In all cases, ACE shall be held harmless with regard to civil liability in all matters concerning KBA.

TAB 3**A. Educational program and goals; fulfillment of educational thoroughness standards 33-1612 & 33-5205 (3)(a)**

KBA's main goal is to help students graduate from high school who would otherwise start out their adult lives as high school dropouts. Strategically, KBA will educate the students of the 21st century in a medium that students intimately understand, the Internet. Our on-line program meets all state and federal educational standards. Civic awareness and involvement will be an increasingly critical aspect of being an educated and successful citizen for years to come. Our curriculum and graduation requirements will reflect this. Additionally, emphasis will be placed on work experience and community responsibility.

- Student curriculum will be administered through NovaNET, an online curriculum provider that has met or exceeded all state curriculum standards. NovaNET is a self-paced, individualized program that assigns students 1-2 classes at a time. While all core course content will be delivered through NovaNet, KBA staff will be primarily responsible for student instruction. Such instruction can be delivered on-line, over the phone or in person at the central computer lab. For further information on NovaNET and PEARSON education, see Appendix 12.
- For those students who choose to work exclusively from a remote location, Staff will at minimum contact such students at least once every two weeks via phone or email.
- To ensure adequate student progress and appropriate use of time spent on-line, Staff will monitor lessons completed by once a week. 4 lessons completed per regular session will be viewed as a minimum standard. Students should complete a core class every 3 weeks.
- Additional assignments will be given through classes, take home instruction and dual enrollment opportunities as needed to meet state standards.
- Each student will participate in a culminating Senior Project. This project will include life skills, community involvement, and career exploration. In addition the students will demonstrate their ability to communicate these experiences through a variety of means including oral, written and presentation. (Please see Appendix 3, "Senior Summit".)
- Students will be encouraged to obtain either full or part time employment in the community. Such employment will be used to obtain elective credit at the rate of 150 documented hours per credit to a maximum of two credits per semester.
- Students shall advance based on their mastery of the curriculum. The

online program requires an 80% accuracy or better to be able to proceed.

- Frequent and regular assessment tools will monitor and report progress, and guide and improve instruction. The assessment used will express clearly the quality of student work and certify that students are meeting standards.
- An assigned teacher that will be responsible for student guidance and assessment will monitor student's progress. The teacher will be assigned to students based on student schedules and needs. Student attendance will be based on hours on line and productivity.

KBA will be open to all students and will be particularly concerned with providing students who face special challenges from the standpoint of transportation, work schedules, legal issues or health problems a route to graduation. KBA will provide software for students to install at home or any other desired remote location. KBA will also provide hardware and connectivity to students who cannot obtain these on their own. KBA's ability to combine remote curriculum via the Internet as well as an intimate, one on one learning experience at our central Lab for students who require guided instruction will bring to bear the best aspects of both Virtual and "Brick and Mortar" learning. Since attendance at the central lab will be optional, students will have the opportunity to choose that method of learning that best suits their personal needs.

KBA's main office will be open to students 12 hours a day, from 7:30 a.m. to 7:30 p.m. Monday-Thursday and from 8-11 a.m. on Friday. One or more Certificated Staff and Classified paraprofessionals will be present during all of these hours. Staff will meet on Fridays from 11 a.m. – 3 p.m. to discuss students and other issues pertaining to the good of the school. Students choosing to attend the central lab will be given the option of attending one of four shifts: 8-11 a.m., 11-a.m.-2 p.m., 2 p.m.-5 p.m. and 5 – 7:30 p.m. to maximize computer and Staff availability. An emphasis will be placed on flexibility to match students work schedules and other personal needs.

Pursuant to Idaho Code 33-1612, KBA will meet educational thoroughness standards as follows:

1. As a Virtual School, KBA will make instruction available to students at home or any other remote location students and parents should desire. In addition, KBA will provide a central computer lab with Staff oversight and assistance. Policies and procedures will be in place to assure this is a safe and welcoming environment. Staff will be available to assist students on-line and over the phone during school hours.
2. Staff shall be empowered to maintain classroom discipline. Policies

outlined in the student handbook will be enforced. Procedures to deal with discipline issues will be put in place. Whenever possible, discipline will be enforced first through informal student-teacher interaction, then through student-principal intervention. Discipline situations that cannot be resolved in this way will go to a formal process as outlined in Tab 7, Section B.

3. Students will gain the values of honesty, self-discipline, respect and the importance of work by having a highly trained and professional Staff acting as models of these virtues. The format of instruction at KBA, whether through a remote location or on site will place a premium on self-reliance and self-discipline due to the self-paced nature of instruction.
4. KBA will meet all State requirements for verbal and oral communication skills. Furthermore, as part of student's required Senior Summit, they will articulate career goals and interview members of the community.
5. The NovaNET curriculum through which KBA will deliver instruction and award credits is nationally accredited and delivers high quality content that will enable students to go forward in their education in either a professional-technical or academic post secondary education.
6. KBA Students will learn not only academic skills but also the responsibility, consistency and self-motivation that are critical to success in the workforce. The self-directed, self-paced nature of KBA's instruction combined with peer modeling and coaching by Staff will give students an appreciation of those skills that will be required in a wide variety of careers.
7. By its very nature as a Virtual School, KBA will introduce students to the most current technology. In addition, KBA will coordinate with local business firms in career day settings to provide students with technical and vocational education and career guidance.
8. While KBA will be open to all students grades 11-12, KBA sees as its primary mission outreach to students who have dropped out of traditional school settings and who would otherwise not achieve a High School diploma, our emphasis on personal success and self-discipline will necessarily enhance the responsibility of these young citizens in their homes, schools and communities.

B. Definition of "educated person" and how learning best occurs 33-5202(3)(a)

Learning best occurs when a student is ready to accept that knowledge. Our

school offers a comfortable and safe environment with a flexible schedule to address the real life needs of alternative students. KBA will be open to all students grades 11-12

Halfway through the Internet revolution society has yet to grapple with the potential for new methods for delivering education. In the 21st century an educated person should demonstrate the following characteristics:

- Being able to analyze information to solve problems and make unbiased decisions
- Be able to collaborate in any given situation to meet the demands of their profession and community.
- Be committed to being an active participant in society and government. In order to do this they must be knowledgeable and must be able to access and analyze information that relates to the duties of being an American citizen.
- They must have the ability to ask for and learn from feedback. The educated person in the 21st century understands that their work and the work of others can benefit from thoughtful feedback and discussion, and they seek out opportunities to get and give helpful feedback.
- The ability to use the full potential of the internet and other technological advances to secure their economic and professional viability. KBA's of instructional delivery via the internet will provide a solid foundation for this skill.
- An educated person will be free of cultural, ethnic, sexual, or religious bias.

The state defines a virtual academy as a school that delivers a full-time, sequential program of synchronous and/or asynchronous instruction primarily through the use of technology via the Internet in a distributed environment. Core curriculum will be given to students through a program available on the Internet with additional assignments given through classes and take home instruction as needed to meet state standards. Students will be assigned one to two classes at a time on the computer. Students are assigned a mentor teacher and work at their own pace. All students will complete two electives per semester, whether it is through work, packets or online curriculum. Students will be encouraged to obtain employment as a part of satisfying this requirement.

There will be quarterly activities available to all students to participate in on a school field trip, examples of which are museums visits, picnics, and events. This is to provide student-to-student interaction and school unity.

C. Manner by which special education services will be provided 33-5202(3)(q)

KBA will serve children with disabilities by adopting the mandates of the Individuals with Disabilities Education Act and Section 504. In addition, the Idaho State Special Education manual will be used as a guideline. KBA will provide a free and appropriate public education to all students. KBA will contract the provision of special education services with providers who meet Idaho State requirements.

KBA recognizes the unique needs of all children and their potential for significant educational development and will provide education opportunities designed to meet each child's needs. KBA will abide by all applicable Idaho State Codes, Federal Public laws, the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973, guidelines regarding provisions for students who have disabilities. KBA does not discriminate on the basis of race, color, religion, national origin, sex, age or disability.

To be eligible for services under IDEA, a student must have a disability that adversely affects educational performance and requires specially designed instruction. KBA will identify special needs students, including Limited English Proficient (LEP), Special Education, gifted and talented, and students qualifying for section 504. KBA will utilize the Idaho Special Education Manual as now adopted or as amended in the future and with all federal regulations dealing with these areas. The Idaho Special Education Manual will be used for identifying, evaluating, programming, developing Individualized Education Plans (IEP), planning services, developing our discipline policy, budgeting, and providing transportation for special needs students, as necessary.

Special Education and related services will be provided free of charge to any student who qualifies for these Special Education services within the first month after transferring into KBA. The IEP team, based on criteria established by the state of Idaho, will identify such students. KBA will ensure that a free appropriate public education (FAPE) is available to students who attend KBA and are eligible for special education.

If a student is found to be eligible for special education services at the charter school, services will be provided for the student in one or more of the following ways.

1. KBA will form a multidisciplinary team to consider the student's eligibility for

Special Education. If a team determines the need for an evaluation by personnel, such as a school psychologist, speech therapist, or occupational therapist, not currently employed by the school, such evaluations will be contracted with a private provider who meets applicable certification requirements for the State of Idaho.

2. A certified Special Education teacher will be responsible for designing, implementing, monitoring and supervising Individual Education Plans (IEP) and 504 plans. A certified Special Education teacher will provide services in an inclusion or pullout model depending on the degree of intervention necessary to meet the student's needs and will provide FAPE in the least restrictive environment. A paraprofessional will be used to support instruction as allowed by IDEA and the ESEA; however paraprofessionals may not deliver the preponderance of services. The appropriate personnel will consult with the general education staff to utilize effective classroom interventions, adaptations, and modifications.

3. Disciplinary problems by special education students will be assessed by the multidisciplinary team. Teachers and Directors will be guided by the Idaho Special Education Manual to address these issues. A Procedural Safeguards Notice will be given to parents, which will contain a full explanation of special education rights.

4. KBA will contract with a private provider for the provision of related services. Direct speech, language, or occupational therapy services may be provided by a paraprofessional under the direct supervision of a licensed therapist. In the event that the IEP team determines that the student's academic needs cannot be met on site, KBA will determine the least restrictive environment complying with PL 94-142.

5. KBA applies the federal definition of Limited English Proficient (LEP) as defined by Title III and IX of the ESEA. LEP assessment will be conducted as follows:

Step 1 Administer a Home Language Survey. The primary purpose of a Home Language Survey is to find out if a student speaks a language other than English at home and thereby needs to be assessed for English language proficiency. The Home Language Survey also presents an opportunity to collect other useful information about the student that will help KBA personnel understand the student's personal and educational history in order to plan an appropriate educational program for the student.

Step 2 Assess the English proficiency in reading, writing, speaking and listening of any student whose home language is NOT English or who appears not to speak English. KBA will contract with outside providers as needed on a case by case basis per student.

Step 3 Determine whether the student is or is not LEP. Use the results of the language testing described in Step 2 to make this decision.

Step 4 If the student is LEP, place the student in an instructional program that will provide sheltered subject matter instruction in English and English language instruction. NovaNET has LEP curriculum built into its curriculum delivery. As the student progresses in English proficiency, Staff will transition the student into higher level English instruction.

Step 5 Remember to code this student as LEP and reassess their status at the beginning of each school as described in Step 2 above.

6. KBA will provide transportation for special needs students if it is determined that this is necessary to provide for a Free and Appropriate Public Education for the student. Special needs transportation contracts will be submitted to the State Department of Education for review before contracts are signed to verify that they are reimbursable; however, KBA will be obligated to provide such transportation in any case. KBA will also provide hardware, connectivity and software for students to install at home if it is determined that this is the optimal arrangement.

7. Gifted and Talented Program

KBA will provide for special instructional needs of gifted and talented students enrolled in KBA in accordance with IC 33-2001.

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

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

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

academic aptitude, demonstrated or potential abilities that give evidence of high performing capabilities in intellectual, creative, and specific talents.

Gifted and Talented students will have Advanced Placement course curriculum made available as offered in NovaNET through Pearson Education. These courses are recognized as accredited by the State of Idaho. In addition, Gifted and Talented students will be provided will Advanced Placement study guides in both digital and tradition formats; individualized instruction will be made available. Furthermore, Gifted and Talented students will be encouraged to take the Advanced Placement exams and counseling services in the application and examination process will be furnished by KBA Staff.

KBA will facilitate Gifted and Talented students concurrent enrollment at local post-secondary institutions in order to meet their special areas of interest.

Other Special Education Student Services

Each person has the right to learn at the most appropriate level where growth will take place. Because gifted and talented, LEP, Title I and Section 504 students have special needs they will be provided classrooms as well as individual instruction. KBA's educational program is well suited to accommodating the needs and abilities of students with varying needs. This will be accomplished through, but not limited to the following: emphasis on the individual, collaboration, competition, flexible grouping, high interest-based expeditions, compelling topics, independent study, remediation, and pullout programs. Transportation will be provided as needed and required with educational experiences that will strive to meet those needs in the regular

D. Plan for dual and/or concurrent enrollment participation 33-2-3(7) & 33-5205(3)(r)

Students from KBA shall be allowed to participate in dual/concurrent enrollment options in the district of their residence provided that student meets eligibility requirements for that program, as specified in 33-203(7), Idaho Code.

Dual/concurrent enrollment options will be subject to district procedures as allowed in Idaho Code 22-203(1). Parents will be provided information concerning dual/concurrent enrollment options and requirements. State funding of a dually/concurrently enrolled student will be only to the extent of the student's participation in the public school programs.

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

TAB 4

A. Measurable student education standards 33-5205(3)(b)

KBA's goal is to accomplish these educational goals annually:

Students at KBA will show annual academic improvement as measured by:

- 90% of Graduating Seniors without IEPs will receive a score of proficient or above in all required subjects as measured by the Idaho Standards Achievement Test (ISAT) or in any assessment of the Common Core Standards that succeeds the ISAT.
- 75% of students will achieve satisfactory or above in core subjects as measured by assessment tools, such as, but not limited to culminating portfolios, assignments, quizzes and tests.
- 90% of all students will attain a proficiency level of 80% or better on all NovaNET curriculum.
- 80% of all students will complete a minimum of four (4) lessons per regular session.
- 85% of all students will complete a minimum of 3 core classes and 2 elective credits per semester.
- 70% of students will be online a minimum of 10 hours per week with a progress of a minimum of 16 completed lessons per week.
- 100% of all Graduating Seniors will develop and maintain a Senior Project.

B. Method of measuring student progress 33-5202(3)(c)

Standards and standardization are the basis of assessment. Performance will be assessed on at least three levels:

1. Student progress relative to previous performance will be assessed following state requirements.
2. Attitudes and personal/academic habits will be assessed through teacher evaluations
3. Performance will be assessed relative to current state developed standards/graduation requirements, i.e. SAT, ACT, COMPASS or Accuplacer.
4. Senior Summit completion and progress monitoring benchmarks are as follows:
 - a. All students will achieve satisfactory status or above for

Tab 4

their grade appropriate portfolio based on rubrics developed by teaching staff. The rubric for the first grading period will be completed prior to the commencement of the first grading period. The rubric for the second grading period will be developed during the first grading period and so on. The resulting rubric will be re-evaluated and updated at the conclusion of each academic year to ensure the highest level of academic excellence.

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

Each student will be required to complete a minimum number of courses per semester. The staff shall determine the number of courses per semester to be completed. Kootenai Bridge Academy shall fulfill the requirements of IC 33-1612 by a thorough, consistent, rigorous application of its curriculum.

- All curriculums shall be self-paced as best befits individual learning and as it meets staff generated standards as described above.
- Upon completion of a class the student will receive a review of their course work and a written confirmation of grade will be communicated to parent(s).
- Parents will be welcomed to review to student progress and performance upon request in a parent/student teacher conference.
- Reporting of Student Test Results - Staff will report results of the following student tests to the school counselor who will compile a report to be presented to the Principal/Designee:
 1. Individual student progress
 2. Grade level/school composite scores
 3. Year-to-year comparative results by subject
 4. Comparative results between KBA, state, and national averages

C. Provision by which students will receive standardized testing 33-5202(3)(d)

The Idaho State Achievement Standards represent the minimum standards all students at the Academy will achieve in order to graduate. Student progress in

meeting the state achievement standards will be measured with the ISAT, DWA, DMA, NAEP or any other examination officially required by the State or federal government.

KBA will administer all State required standardized tests that students need to show they have met minimum standards for graduation. KBA reserves the right to measure student progress with other additional standardized testing instruments they feel necessary.

D. Provision ensuring state accreditation of charter school 33-5202(3)(e) & IDAPA

KBA shall maintain accreditation at all times by conforming to state accreditation requirements. The KBA will seek accreditation through the current state required accrediting agency, the Northwest Association of Accredited Schools.

E. Provisions re plan for improvement per NCLB

A committee of parents, board member, directors, teachers and students shall create our School Improvement Plan together. We will meet each spring to review progress, recommend improvements and set our goals for the following year.

1. Plan for Improvement per NCLB

Should it be determined through that KBA is in need of improvement per NCLB, the Principal/Director and the Board will take steps to identify and target school and individual needs.

- A comprehensive plan of improvement will be developed that will examine curriculum, time on task, teaching instruction, and other important processes that affect student learning.

TAB 5**A. Description of governance structure 33-5205(3)(f)****Governing Body**

The governing body will consist of a Board of Trustees that will be appointed as set forth in the corporate bylaws. The delegation of operational management will be delegated to the School Principal/Director. The board of trustees shall be not less than 3 and not more than 5.

KBA shall be incorporated under the Idaho code for the not-for-profit corporations. The Articles of Incorporation will be registered with the Secretary of the State of Idaho according to law. The duration of the incorporation will be perpetual.

The Articles of Incorporation will not be changed, amended, renewed or repealed without the full knowledge of the Board of Trustees. It shall be the responsibility of the Corporation to inform the Chairman of the Board of Trustees of any changes in the status of the Articles of Incorporation.

There is a clear distinction between the governance work of the Board of Trustees and the administrative and management work of the paid staff. The role of the Board of Trustees is to set policy and the role of the administration is to implement it through procedures.

B. Process to ensure parental involvement 33-5205(3)(f)

Parents will have multiple opportunities for involvement including parents endorsing Student Expectations, Student-Led Parent Conferences, consistent parent teacher communication through phone and e-mail correspondence, and the Spring Improvement Workshop.

To ensure parents of students choosing to complete coursework exclusively from a remote location are continually involved and informed, teachers will schedule regular monthly phone calls/emails, course grades will be mailed/mailed home as completed, Student-Led Parent Conferences will be held each semester, and parents will be encouraged to take part in our annual Spring Improvement Workshop.

C. Plan for annual financial and programmatic audits 33-5205(3)(j)
Annual Reports

As required by Idaho State Law and in compliance with federally mandated programs, the Board of Trustees of KBA will submit an

annual report to the Chartering Entity, which shall contain:

KBA's annual financial audit of the fiscal and programmatic operations as defined in Idaho Code 33-701 section 6 and Idaho Code 33-5205(3)(k).

- Financial Audit: The audit will be a full and complete audit conducted by a qualified and independent CPA chosen by the Board and contracted by the school.
- Programmatic Audit: During a Spring Board Meeting, KBA's board with the assistance of the Principle/Director will create a committee consisting of at least one of each of the following members: board, administration, teacher, parent, student and two community members at large which may include other public Charter schools administrators or Board members, local School District Board members or Staff, representatives of Idaho Charter School Network and other knowledgeable members of the public. In all cases, the programmatic audit will adhere to ACE policy. A Spring Workshop will be held during which the committee members will complete a programmatic audit. During this workshop a report will be generated on student progress based on the public charter school's student educational standards.
- Both audits will be included in an annual report to the Authorized Charting Entity, after approval by the Board, and submitted no later than October 15. The Chartering Entity may choose to do an independent audit at their expense.
- A copy of KBA accreditation report shall be submitted to the chartering agency and available to include all annual reporting requirements as outlined in IDAPA 08.03.01.301 and 08.02.01.300.3 that apply to an alternative secondary school.

Annual Budget

The budget for KBA will be prepared in compliance with Idaho State Law and policies of the State Board of Education. It 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 each school year. Copies of the budget will be provided to the Chartering Entity as required. The budget will be prepared, approved and filed using the Idaho Financial Accounting Reporting Management System format.

Other Reports

ACE may reasonably request that KBA provide additional information to ensure that the school is meeting the terms of its charter. KBA will abide by additional reporting requirements of ACE.

TAB 6

A. Employee qualifications to be met 33-130 & 33-5205(3)(g)

Employment Standards

All Staff will meet or exceed qualifications required by Idaho State and federal law, including No Child Left Behind. Teachers will meet the Highly Qualified teacher status.

Certified Staff:

Instructional staff shall be certified teachers as defined in the Uniformity Chapter of the State Board of Education rules for the Public Schools of Idaho, Section 000-651 and the Idaho Department of Education Professional School Personnel Certification Standards manual and will comply with the Idaho State Department Code of Ethics. A copy of the certificates for all certified teachers/staff members will be kept on file at Kootenai Bridge Academy (KBA) along with proof of Highly Qualified status.

KBA reserves the right to seek waivers or limited certification options as provided by the rules of the Idaho State Board of Education when deemed in the best interest of the educational program.

Criminal History Check Required of All Employees:

Fingerprinting and background checks will be required for all employees per Idaho State Law.

Certified Teachers shall be Considered Public School Teachers:

Per Idaho Code 33-5206, certified teachers in KBA shall be considered public school teachers. Educational experience shall accrue for service in KBA and such experience shall be counted by any school district to which the teacher returns after employment in KBA. Each year of service KBA counts as one-year experience on the state indexing scale.

KBA embraces the legislative intent of the Public Charter Schools Act to create professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

B. Health and safety procedures 33-5205(3)(h)

KBA buildings will be inspected as provided in the Idaho Uniform School Safety Codes (ref. IC Title 39 chapter 80). Following an

annual inspection, the charter school shall within 30 days, (1) correct any deficiencies in the inspection report, or (2), if the corrective action requires structural modification, file a written plan with the inspecting agency for the correction at the beginning of the following school year. KBA will comply with all applicable provisions and procedures as outlined in Idaho Code for the health and safety of its staff and student body. The general safety and health standards as outlined under the provisions of the educational occupancies guidelines furnished by the State Department of Education shall apply. The school shall insure services are provided for adequate record keeping of immunization and health-related services.

Students and staff will be provided a safe and secure environment to learn and work. All behaviors that impair this security will be dealt with through disciplinary procedures as delineated in Tab 7, section B.

C. Provisions re PERSI federal social security, unemployment insurance, and worker's compensation insurance 33-5205(3)(o)

Employee Benefits

All employees who currently are members of PERSI will continue their participation. All new employees will become members of PERSI. Employees will contribute at the rate established by PERSI. All employees will contribute to the Social Security System. KBA will make all employer contributions to all state and federal programs as required by Idaho Code 33-1279. KBA employees will receive worker's compensation in the event of injury occurring as a result of employment. KBA will also allow for the accumulation of sick leave as allowed by Idaho Code 33-1217. The Board will provide health insurance and may establish other benefits.

D. Transfer rights of employees 33-5205(3)(m)

Any employee choosing to work in KBA shall not be guaranteed the right to return to any school entity located in School District #271 after employment at KBA. However, any employee shall have the right to apply for employment through the employment procedures for new employees at any school entity located in School District #271.

E. Provisions re staff as separate unit for purposes of collective bargaining 33-5205(3)(p)

The Staff at KBA shall be considered a separate unit for the purposes of collective bargaining pursuant to Idaho Code 33-5205.

Representation shall be decided by a majority vote of the certified staff.

F. Statement re written contract for teachers and administrators 33-5206(4)

The relevant laws of the State of Idaho shall govern employment practices. These laws include, but are not limited to Idaho Code Sections 33-513 through 33-518, and sections 33-130, and 33-5205 (3) (g) as those sections are now enacted and as they may hereinafter be amended, and the current and future rules of the State Board of Education specifically pertaining to public charter schools. KBA will adhere to the Standard Employment Contract Form as approved by the State Superintendent of Public Education.

These practices include but are not limited to hiring, dismissal, contracts, grievance procedures, certification, criminal history check, and personnel records.

Kootenai Bridge Academy will not discriminate on the basis of any criteria prohibited in federal and state mandates.

TAB 7

A. Admission procedures, including provision for over enrollment 33-5205(3)(i)

Admission Procedures: Annual Lottery

- * Each year KBA will establish an enrollment admission deadline, which shall be the date that all applications must be turned in to be eligible for the initial lottery.
- * All Students that were enrolled at the end of the previous school year will automatically be enrolled for the upcoming school year.
- * The name of each prospective student is written on or affixed to a 3x5 index card.
- * All cards, regardless of preference, are placed in a container.
- * Each card is selected one at a time by a third party who is not affiliated with Kootenai Bridge Academy. This person will pass the card to another individual who writes a number (indicating the order drawn) and a letter (indicating order of preference) on each card.
- * The letters are as follows:
 1. A= First, to pupils returning to KBA in the second or any subsequent year of operation. Returning students are automatically enrolled in the appropriate grade and do not need to be selected by a random selection method.
 2. B= Second, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of KBA.
 3. C= Third, siblings of students already selected
 4. D= Fourth, to prospective students residing in the attendance area of KBA
 5. E= All other students
- * With regard to the sibling preference, if the name of the person selected has a sibling who has already been selected, but the person previously selected did not have the letter "C" written on his or her index card (because a sibling had not been selected for admission prior to the selection of the index card of that person), then the letter "C" shall now be written on that person's index card at this time.

- * After all index cards have been selected, then the index cards shall be sorted 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.
- * After the index cards have been drawn and sorted, the names shall be transferred in such order as preferences apply, to the final selection list.
- * Final Selection List: The names of the persons in the highest order on the final selection list shall have the highest priority for admission to the public charter school, and shall be offered admission to the public charter school until all seats are filled.
- * All students who are not selected to attend Kootenai Bridge Academy will be placed on the waiting list. Any seat that is vacated during the school year will be offered to the next eligible student on the waiting list.
- * All Applications received throughout the school year will be placed on the waiting in the order that they were received with precedence given to those applicants that need six or less credits to graduate.
- * For the remainder of the year, KBA will admit students, throughout the school year, on dates established by the principal and staff. Precedence will be given to students who are on the waiting list that was compiled at the beginning of the year. As new students apply, they will be placed on the waiting list in a first come first serve basis.
- * Within seven days of the lottery letters will be sent notifying parents/guardians that their child is either eligible to attend Kootenai Bridge Academy or has been placed on the waiting list.
- * If the school does not receive confirmation of the acceptance from the interested parties within a time frame to be set by the Director and staff, the student's slot will be relinquished and another student will be notified of admission.

According to Public Charter Schools Law, Section 33-5205 "...There shall be no carryover from year to year of the list maintained to fill vacancies. A new lottery shall be conducted each year to fill vacancies which become available"

B. Disciplinary procedures including suspension, expulsion, and re-enrollment 33-5205(3)(I)

KBA Disciplinary Procedures:

Procedures for suspension, expulsion, and re-enrollment of students:

When school begins in the fall of each year, and/or when a new student begins at KBA, the Principal/Designee will review with staff and students KBA's expectations of students. At that time, the material contained in the Student Agreement will be reviewed as well as any other information that may be pertinent. This review will constitute the basis for informing students of policies and procedures, and should they fail to adhere to them, what disciplinary action that will occur. Undesirable behavior shall include but not be limited to: violation of Idaho Drug Free Schools Policy, bullying, harassment, fighting or violation of the schools expectable internet use policy.

Discipline

- If a student is producing undesirable behavior, the staff has been trained to take care of it themselves. If it is more serious, the parents are contacted and the student is put on a contract for attendance, discipline, or academic performance. Students come up with their own contract to correct misbehavior. Students know that if they do not fulfill the contract they jeopardize their enrollment at the school. Any suspension or expulsion will comply with IC 33-205. The Principal/Director of the school in accordance with school policy and state code will deal with such behaviors that may be deemed a detriment to the health and safety of the school.
- Any student may appeal discipline decisions to the board for review.
- Minor violations shall be defined by the faculty and administration at the beginning of the school year, and are open to change during the year if necessary.
- Major violations are defined as any illegal actions conducted on school property or during school sponsored activity, including but not limited to possession of illegal substances, weapons at school, malicious vandalism, or assault. Any major violation will be reported immediately to local law enforcement and will result in the immediate expulsion of the parties involved.

Suspension

KBA's Principal may suspend any student for disciplinary reasons or for other conduct disruptive of good order or of the instructional effectiveness of KBA. Students so suspended may still access NovaNET via remote location but will not be allowed on school grounds. A suspension by the Principal shall not exceed

five (5) school days in length; and the Board may extend the suspension an additional ten (10) school days. If the Board finds that immediate return to KBA by the suspended student would be detrimental to other students' health, welfare or safety, the Board may extend the suspension for an additional five (5) school days. Prior to suspending any student, the Principal or Board will grant an informal hearing on the reasons for the suspension and the opportunity to challenge those reasons. Any student who has been suspended may be readmitted to KBA by the Principal or Board who suspended him upon such reasonable conditions as said Principal or Board may prescribe. The Board will be notified of any suspensions, the reasons therefore, and the response, if any, thereto. The Board shall be notified of the reasons for and response, if any, to any suspensions.

Expulsion

The Principal or Board may deny attendance at KBA by any student who is a habitual truant, or who is incorrigible, or whose conduct, in the judgment of the Principal or Board, is such as to be continuously a discipline problem, or who may be harmful to the other students. Any student having been expelled may be readmitted to KBA by the Principal or Board upon such reasonable conditions as may be prescribed by the Principal or Board; but such readmission will not prevent the Principal or Board from again expelling such pupil for cause.

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

1. State the grounds for the proposed expulsion;
2. Indicate the time and place where such parent may appear to contest the action of the board to deny school attendance; and
3. State the rights of the pupil to be represented by counsel, to produce witnesses and submit evidence on his own behalf, and to cross-examine any adult witnesses who may appear against him. Within a reasonable period of time following such notification, the Principal or Board will grant the student and his parents a full and fair hearing on the proposed expulsion. However, the board will allow a reasonable period of time between such notification and the holding of such hearing to allow the student and his parents to prepare their response to the charge.

Reenrollment to School Following Expulsion

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

C. Procedures for students using alcohol/controlled substances 33-210

KBA shall develop and implement policies and procedures specifying how personnel will respond when a student discloses or is reasonably suspected of using or being under the influence of alcohol or any controlled substance defined by section 37-1732C, Idaho Code.-

D. Public charter school attendance alternative 33-52-5(3)(n)

KBA is a school of choice. No parent/guardian will be forced or coerced in any way into enrolling his/her child in the Academy. Students located within the attendance area of KBA will have the option to enroll in existing public schools presently serving the area.

E. Process for public notification of enrollment opportunities 33-5205(3)(s)

Enrollment opportunities at the KBA will be announced at least 3 months in advance of the closing date of an enrollment period. Announcement of opportunities will be published in local newspapers, media outlets, in the school's newsletter and on the school's web site on at least 3 separate occasions beginning not later than 14 days prior to enrollment deadlines each year. In addition, the KBA Board of Directors will publish as part of their monthly meetings any consideration of enrollment opportunities. Language demographics of the attendance area will be taken into consideration.

F. Plan for the requirements of Section 33-205, Idaho Code, for the denial of school attendance

Denial of Attendance

The Board of Directors may deny enrollment, re-enrollment or may deny attendance at its school by expulsion, 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 of 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.

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

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

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

G. Student handbook and procedure ensuring parental access to it

Upon approval of a charter, a committee will be created consisting of director(s) and staff will develop a student handbook consisting of student expectations and school policies. It will reflect the vision and purpose of KBA, and will continue to be in compliance with Idaho School Board Policies and the laws of the State of Idaho. The student handbook will be distributed to each student and the beginning of the new school year or when a new student enrolls. A copy of the student handbook will available in hard copy and on the KBA website.

TAB 8**A. Business Plan****1. Description**

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

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

2. Marketing Plan

According to Idaho Code, all advertising and promotion processes for KBA will include the dissemination of enrollment information, in both English and other languages as required by the demographics of the area, at least three (3) months in advance of the enrollment deadline established by the public charter school each year. In addition, KBA will ensure that such process includes the dissemination of press release and/or public service announcements, to media outlets that broadcast within, and/or public service announcements, to media outlets that broadcast within and/or published by such media outlets not less than three (3) occasions, beginning not later than fourteen (14) days prior to the enrollment deadline each year. Finally, such enrollment information will advise that all prospective students will be given the opportunity to enroll in the public charter school, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs.

KBA is a home based virtual high school with the option of working in a small group environment with one-on-one instruction. Students will graduate with a standard high school diploma. Our staff is highly experienced in the field of education and dealing with "at risk" students. We offer a flexible setting where students are able to work at their own pace allowing students to gain employment, raise their children, care for an ill family member, attend higher education courses, and

enables students to address their own health issues.

Tab 8

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

- Advertising with public schools located within the target area using flyers upon administrative approval.
- KBA website (available after the charter approval) that will introduce information about the school.
- Brochures promoting the curriculum and methods used at KBA.
- Public informational meetings about KBA held in accordance with Idaho Statute §67-23.
- Other methods that may include: news releases, newspapers, news conferences, and newsletters.

3. Management Plan

Operations

KBA will be organized as outlined in detail under Tab 2, and will generally follow the model of a virtual school. Kootenai Bridge Academy is located in Coeur d'Alene, ID. KBA will have a minimum of 80 students to a maximum enrollment of 320 students. KBA will be responsible to the authorized chartering entity for meeting the terms of the charter, which include, but are not limited to, its academic program, achievement of academic goals, adherence to statute and administrative rule and fulfilling its insurance and audit obligations. In return for this accountability, KBA has the autonomy to use its resources to develop and direct a program designed by founders and future staff.

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

Board Policy

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

Class Structure

KBA's on-site facility will contain a computer lab that has the capacity to service one-fourth of the enrollment at a given time. Initially this is anticipated to be approximately 20 computers. The lab will be available to students during an assigned shift time to facilitate student's schedules. As enrollment increases additional computers will be added to the lab up to the maximum enrollment.

KBA's primary focus will be on students that have dropped out of high school or are struggling to complete high school. We anticipate drawing upon large number students enrolled in home school, public schools, and private schools in Kootenai and surrounding counties.

Research supports our belief that parents and students want educational options. We know that many of the students we will be serving will have a variety of reasons for being in the situations they find themselves and need a program that offers them the flexibility to deal with their struggles and complete their high school careers.

4. Proposed Three Year Budget and Year One month-by-month cash flow: See Appendix 6.

B. Proposal for transportation services 33-5208(4)

Transportation services

KBA is a school of choice and as such transportation will be at the expense of the parents and students. In the event that special education students need to come on site for class or events, transportation will be contracted as needed. Should the student be incapable of coming to the school a teacher shall be assigned to provide any necessary at-home implementation of online curriculum. As Virtual School, online instruction will be the first recourse to mitigate transportation issues.

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

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

The only variation allowed in this regulation is the release of students to parents

in a face-to-face situation at the close of the activity before the bus begins the
Tab 8

return trip. Such release will require a signed and dated release form from the parent(s).

C. Plan for school lunch program

Students and parents or guardians will be responsible for providing any needed nutrition. KBA will have available vending machines for student and staff use if they so desire.

TAB 9: Virtual School Charters, brief description of how charter school meets definition of a public virtual charter school 33-5202A(6)

The state defines a virtual academy as a school that delivers a full-time, sequential program of synchronous and/or asynchronous instruction primarily through the use of technology via the Internet in a distributed environment. Core curriculum will be given to students through Pearson Digital Learning with the NovaNET curriculum, and any other online curriculums that may become available to meet the needs of our students. (Please see Appendix 12 for further information on NovaNet). Students will be assigned one to two classes at a time on the computer. (Please see Tab 3 for further information on Educational program). Students are assigned a mentor teacher and work at their own pace. All students will be encouraged to acquire employment and complete two electives a semester whether it is through work study, additional NovaNet courses or packets. KBA will provide students with software, hardware and connectivity if it is determined this is required to meet students optimal learning environment pursuant to IC 33-5205 (6).

Staff will have available to them opportunities for Professional Development specifically related to public virtual school environment, including workshops, webinars, in-house training and conventions. Pearson Education provides in house professional development as well as regional conferences for instructors.

KBA will place a priority on keeping parents abreast of student progress as described in Tab 5-B.

Attendance at KBA will be monitored through students logging on to their NovaNET accounts. Such logons are readily observed through Staff accounts. Likewise, student progress toward course completion will be monitored online and in accordance with the Idaho State Thoroughness Standards.

Students working from a remote location will have on call support from KBA staff available from 8 a.m. to 7:30 p.m. Monday – Thursday and from 8-11 a.m. on Friday. Staff will also be available online, both through school email that will be provided to students and through NovaNET’s interactive student-teacher program format.

The online curriculum provider offers technical support through an 800 number as well as online. In addition hardware and network support will be contracted with a local specialist.

TAB 10**A. Plan for termination including identification of person responsible for dissolution, disposal of assets, handling of payments to creditors, and transfer of student records 33-5205(3)(u)****Intent:**

The purpose of this action plan is to provide Kootenai Bridge Academy (KBA) Staff and Stakeholders with oversight in the event of KBA's closure. The intent of this document is to assure sound closure decisions, allowing for an orderly closure process with the main objective being to protect the affected students, families and the public trust.

For the purposes of this procedural document, "closure" will be defined as all processes that follow a Board decision to close the school or following the revocation of the school's Charter. All efforts will be made to accommodate KBA student's still enrolled and the time of the decision to cease operations per Idaho Code.

In realizing that the process of closing KBA is a complex task, involving the relocation of students and the dissolving of business operations, KBA will appoint teams that will deal with each specific aspect of closing the school in a timely, orderly and efficient manner.

Plan Overview:

Once the decision to close KBA has been reached, it will need to be decided if the school is to close during mid-year operation or if it is feasible to allow the school to finish the school year, understanding that it is usually in the best interest of the students and families to complete the school year if possible. This decision would be reached in coordination with the State Charter Commission. Once a decision is reached, a timeline for closure will be created and teams chosen to implement the process.

Plan:

The Administrator will need to notify the Board and Staff Members in order to form teams and design a timeline. A Board Meeting will be held, as soon as possible, to implement these steps. At this meeting, Teams will be chosen to facilitate the closure.

The Public Charter School Commission will be notified and updated on a regular basis on the progress of the closure.

Team Overview:

The Teams will include, but not limited to;

Chairman of the Board

The Board Chair will oversee all actions of the closing.

Board Member in charge of Community/Parent Outreach (Team Lead) and Principal

The Principal will work with the Board Community/Parent Outreach to facilitate the closing plan and be in charge of all communications, thus assuring accuracy and consistency in announcements. The Principal will also work with the Finance and Educational Teams, consulting with the Board Chair and Attorney as needed and providing monthly updates to the Board and Commissions.

Finance – Board Finance (Team Lead), Finance Manager and Assistant Finance.

Finance Manager will work with the Board Finance to oversee all ongoing finances and file all required financial reports. Will work with the Assistant Finance as needed to assure that all necessary acts are completed in a timely, thorough manner. Will report, as needed, to the Director and Monthly to the Board. Will Consult with Board Finance, Attorney, and Auditor as needed.

Educational Support – Vice Chairman (Team Lead), Registrar, Principal and Curriculum Director

The Registrar will oversee handling of all Student Records, keeping all files and records current, ongoing reporting and all final reports. Will work with Principal, Curriculum Director and Teachers to assure that all necessary acts are completed in a timely, thorough manner. Will report, as needed, to the Director and Monthly to the Board.

Ongoing:

All members of the staff will continue to work until their contract is fulfilled at the end of the school year, assuming funds are available. In the case that funds are not available, it will be recommended to the Board that a change in contract length and/or a reduction in salary be made, up to and including early termination of contracts based on available funds and adherent to Idaho Code. In the event that funds are available, staff will be offered to work beyond their contract if necessary, with hourly pay based off of current Fiscal Year Salary in order to complete the final closure process of the school. This will include, but is not limited to; data entry for Student final Grades, packing and readying supplies and equipment for transfer or liquidation, etc.

Category	Task	Responsible Party	Expected Completion Date	Status
Student Records	Within 10 days of decision of closure, compile a current student roster including names and school of residence			
	Compile monthly update on changes to enrollment			
	Continue with ongoing mandatory reporting			
	Discuss with SDE who will store remaining student records after closure			
	Transfer of Student Records			
	Decide who will be the contact, if necessary, to provide information on student records			
	Notification and Coordination with local schools for student transfer			
	Posting on Website of enrollment information for local schools			
	Final List of Student Names and Schools Transferred to			
Communication	Announcement of Closure to:			
	State Charter Commission			
	State Department of Education			
	Board			
	Staff			
	Students and Families making sure that they hear from KBA first			
	Media-Create Official Media Statement			
	Vendors and Financial Obligations			
	Attorney			
	Auditor/Accountant			
	Date for Open Meeting question and answer			
	Coordinated date with local schools for Registration and transfer of students			
	File all final federal, state and local employer payroll tax returns and issue final W-2's and 1099's by the statutory deadlines			
	Ongoing Updates to SDE and ACE			

Finance	Within 10 days compile current financial statements			
	Updated monthly financial statements			
	Updated report of KBA's present value and liabilities			
	Schedule of termination of services and contracts			
	Negotiate termination of contracts that extend beyond closure			
	Decide who will be responsible for final financial statements and records			
	Communicate with SDE and Charter where records stored			
	Accounting of assets including funding source			
	Discussion with former and current funding sources to decide how to disperse assets once financial obligations are met			
	Decide if assets need to be liquidated to pay obligations and contact funding source. Follow appropriate procedures for each funding source. (i.e. Items purchased with Federal CSP Funds are required to be returned to authorizer and cannot be sold)			
	Close out all State and Federal Grants and file all required reports			
	Arrange for year end and final audit. Notify SDE and ACE of auditor and estimated completion dates			
	Establish Escrow account if necessary to pay for final audit			
	Submit final audit to SDE, ACE and any other agencies required (i.e. Albertson's Foundation)			

Board	Board acknowledgement of closure			
	Appoint Trustee(s) to oversee closure process			
	Designate Closure Team and Roles			
	Adopt Final Resolution to dissolve Charter			
	Include attorney on first and ongoing Team meetings			
	Advise with Attorney as needed			
Personnel	Updated list of all Staff Employed with KBA			
	Update Files including at minimum, Soc, Unique ID, Employment History, Copies of Certificates, Employee Contracts and Evaluations			
	Discuss with SDE and ACE where staff records will be stored			
	Decide who will be responsible for maintenance of staff records, including but not limited to the verification of employment			
	Notification to Persi, State Insurance Fund, etc.			

Team Leaders will be responsible to perform all duties necessary to see KBA through the complete process of closure.

During the closing process, all Staff and Board are to maintain a positive environment in working with Student and their Families and in communicating with the public. The school's primary objective since KBA's founding has been to serve in the best interest of KBA's Students. This will continue throughout the closing process.

Timeline:

A timeline will be developed that will ensure an organized and orderly closure process. It will include, but not limited to the items on the attached checklist.