

CHARTER SCHOOL PERFORMANCE CERTIFICATE

This Performance Certificate (“Certificate”) is executed on **June 8, 2023**, by and between the Idaho Public Charter School Commission (the “Authorizer”) and **North Valley Academy, Inc.** (the “Charter Holder”) for the purpose of operating **North Valley Academy** (the “School”), an independent public school organized as an Idaho nonprofit corporation and established under the Public Charter Schools Act of 1998, Idaho Code section 33-5201 *et seq.*, as amended (the “Charter Schools Act”).

RECITALS

WHEREAS, the **North Valley Academy, Inc.** is a non-profit entity incorporated with a board of directors; and

WHEREAS, on **December 20, 2007**, the Authorizer approved a petition to transfer authorization of the School’s charter from the Mountain Home School District to the Authorizer; and

WHEREAS, on **March 1, 2018**, the Authorizer conditionally renewed the School’s charter for a five-year term of operations to begin July 1, 2018 and end on June 30, 2023; and

WHEREAS, on **February 23, 2023**, the Authorizer renewed the School’s charter for a subsequent five-year term of operations to begin July 1, 2022 and end on June 30, 2027.

NOW THEREFORE in consideration of the foregoing recitals and the mutual understandings contained herein, the Authorizer and **North Valley Academy, Inc.** agree as follows:

SECTION 1: TERMS OF AUTHORIZATION

- A. Establishment of School.** The Charter Holder is hereby authorized to implement at the School the program described in the Charter, attached to this Certificate as Appendix B and incorporated herein by this reference. Any significant changes to any section of the Charter, 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 an amendment in accordance with the Authorizer’s policy.
- B. Term of Agreement.** The School’s operational term shall be from July 1, **2023** and end on June 30, **2028**. Subsequent terms of operation may be issued by the Authorizer in accordance with Idaho Code and Authorizer policy.

SECTION 2: EDUCATIONAL PROGRAM

- A. School Mission.** The mission of the School is as follows: **At North Valley Academy, our mission is to create patriotic and educated leaders. We believe in James Madison’s statement that, “The advancement and diffusion of knowledge is the only guardian of true liberty.”**
- B. Grades Served.** The School may serve students in grades **Kindergarten** through **12**.

C. Design Elements. The School shall implement and maintain the following essential design elements of its educational program:

i. Focus on patriotic American values:

- through daily teaching of the American Heritage Curriculum;
- fostering a service centered and civic-minded culture;
- emphasizing American exceptionalism as founded upon our Constitution and Bill of Rights; and
- helping students to understand how to access the American Dream by requiring age appropriate money management, entrepreneurship, and free market capitalism education which shall be measured by observation, curriculum, teaching plans and policy reviews.

ii. Build a culture of respect:

- by providing a controlled disciplinary environment;
- requiring students and staff to adhere to a dress code;
- exhibiting and expecting exemplary behavior from students and staff; and
- implementing the character education program in the American Heritage Curriculum which shall be measured by observation and policy documents/student handbooks.

iii. Provide a rigorous academic education:

- by requiring the Core Knowledge Curriculum K-8; and
- requiring that graduation with honors from NVA will require coursework in history, social studies and economics above and beyond the state's graduation requirements which shall be measured by curriculum and policy observations.

iv. Support teacher growth and excellence which shall be measured by observation of training and teaching plans.

D. Standardized Testing. Students of the School shall be tested with the same standardized tests as other Idaho public school students.

E. Accreditation. The School shall be accredited as provided by rule of the State Board of Education. The School shall be accredited or appropriately credentialed by Cognia. All reports issued to the School from the accrediting agency shall be submitted to the Authorizer within five days of receipt.

SECTION 3: SCHOOL GOVERNANCE

A. Governing Board. The School shall be governed by a non-profit board of directors (the "Board") incorporated by the Charter Holder. The Board shall serve as public agents authorized by the Authorizer, in a manner that is consistent with the terms of this Certificate, so long as such provisions are in accordance with state and federal laws, rules and regulations. The Board shall have final authority with respect to the School's operation, and shall have the responsibility of overseeing academic achievement, financial stability, and operational management of the School. The Charter Holder shall also be responsible for maintaining and enforcing a compliant Board and providing overall Board stewardship for the School.

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 laws, rules, regulations, and this Certificate. The Charter Holder shall notify the Authorizer of any modification to the articles of incorporation or bylaws within five business days of approval by the Charter Holder.

- C. Charter Board Composition.** The composition of the Board shall at all times be determined by and consistent with the articles of incorporation and bylaws, and all applicable laws, rules, regulations, and policies. The Charter Holder shall notify the Authorizer of any changes to its composition and provide an amended School Leadership Roster within five business days of it taking effect.

SECTION 4: AUTHORIZER ROLE AND RESPONSIBILITIES

- A. Oversight Allowing Autonomy.** The Authorizer's role shall be to evaluate the School's performance outcomes according to this Certificate and the Performance Framework, and shall be to provide compliance oversight. The Authorizer shall comply with the provisions of the Charter Schools Act and the terms of this Certificate in a manner that does not unduly inhibit the autonomy of the School.
- B. Charter School Performance Framework.** The Charter School Performance Framework ("Performance Framework") is attached and incorporated into this agreement as Appendix A. The Performance Framework shall be used to annually evaluate the School's academic achievement, Board stewardship, operational management, and financial stability. The specific terms of the Performance Framework are determined by the Authorizer and shall be binding on the School.
- C. Separate Academic Evaluations.** The academic performance outcomes of the K-12 on-site program operated by the School shall be aggregated across all grades for reportability.
- D. 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.
- i.** The comparison group for the School's K-12 on-site program shall be Gooding School District 231
- E. Authorizer to Monitor School Performance.** The Authorizer shall monitor and report on the School's progress in relation to the indicators, measures, metrics, and targets set out in the Performance Framework. A formal report of the School's academic, financial, and operational performance ("Performance Report") shall be provided to the school and the public by the Authorizer annually. Data necessary to conduct this evaluation will be collected throughout the year. Additional reviews may be necessary if compliance concerns arise.
- F. School Performance.** The School shall meet standard on all measures of the Performance Framework. The Authorizer shall renew any charter in which the School met all the terms of its Certificate, including all appendices, at the time of renewal.
- G. Performance Framework as Basis for Renewal of Charter.** The School's performance in relation to the Performance Framework shall provide the basis upon which the Authorizer shall decide whether to renew the School's Charter at the end of the Certificate term.

- H. Required Reports.** The School shall prepare and submit reports as required by the Authorizer's policy.
- I. Authorizer's Right to Review.** The Authorizer maintains the right to request and review additional documentation if such becomes necessary in the course of regular oversight duties or to investigate the validity of a compliance concern. The Authorizer shall conduct its reviews in a manner that does not unduly inhibit the autonomy granted to the School.
- J. Site Visits.** The Authorizer may conduct site visits in accordance with the Authorizer's policy. Reports from any site visit shall be made available to the School and shall be included in the School's annual Performance Report.

SECTION 5: SCHOOL OPERATIONS

- A. In General.** The School and the Charter Holder shall operate at all times in accordance with all federal and state laws, rules, regulations, local ordinances, and Authorizer policies applicable to public charter schools.
- B. Maximum Enrollment.** The maximum number of students who may be enrolled in the School, across all programs, shall be 442.
- C. Equitable Enrollment Procedures.** 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.
- Calendar.** The School shall operate on a traditional nine-month calendar in which the last day of the regular term shall fall on or before June 30
 - The School will not offer a summer school session for the purpose of acceleration and/or credit recovery.
- D. School Facilities.** The School shall operate at the following location(s): 906 Main Street, Gooding, ID 83330. The School shall provide the Authorizer with facilities documentation, including occupancy permits, fire marshal reports, building inspection reports, and health department reports for any facility newly occupied by the School, and any remodeling or construction project for which such documentation is necessary in accordance with Authorizer policy and in accordance with law, rule, regulations, and authorizer policy.
- E. Attendance Area.** The School's primary attendance area shall be used for the purposes of determining applicability of this enrollment preference category.
- The School's virtual and virtual-alternative programs shall have a primary attendance area as follows: Gooding School District.
- F. Staff.** Instructional staff shall be certified as provided by rule of the State Board of Education. All full-time staff members of the School shall be covered by the Public Employee Retirement System of Idaho, federal social security, unemployment insurance, worker's compensation insurance, and health insurance.

- G. Alignment with All Applicable Law.** The School shall comply with all applicable federal and state laws, rules, and regulations. In the event any such laws, rules, or regulations are amended, the School shall be bound by any such amendment upon the effective date of said amendment.

SECTION 6: SCHOOL FINANCE

- A. General.** The School shall comply with all applicable financial and budget 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 Charter Holder shall ensure that the School maintains 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) a checking account; (3) adequate payroll procedures; (4) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (5) internal control procedures for cash receipts, cash disbursements and purchases; and (6) maintenance of asset registers and financial procedures for grants, all in accordance with state and federal laws, rules, regulations, and Authorizer policy.
- C. Financial Audit.** The School shall submit audited financial statements from an independent auditor to the Authorizer no later than November 1 of each year.
- D. Annual Budgets.** The School shall adopt a budget for each fiscal year, prior to the beginning of the fiscal year. The budget shall be in the Idaho Financial Accounting Reporting Management Systems (IFARMS) format or any other format as may be reasonably requested by the Authorizer.

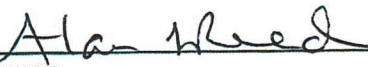
SECTION 7: TERMINATION, NON-RENEWAL AND REVOCATION

- A. Relinquishment.** Should the Charter Holder choose to relinquish its Charter before the expiration of this Certificate, it may do so upon written notice to the Authorizer. In such a case, the Authorizer's closure protocol shall begin immediately following written notification.
- B. Nonrenewal.** The Authorizer 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 State Board of Education.
- C. Revocation.** The School's Charter may be revoked as provided by Idaho Code section 33-5209C. In such an event, the Authorizer shall consider whether to revoke the School's Charter at its next regularly scheduled meeting. The decision shall be made at that time. The Charter Holder may appeal a decision to revoke directly to the State Board of Education.
- D. Closure.** The Authorizer's closure protocol shall begin immediately after a decision to relinquish is made by the Charter Holder, or a decision to revoke or non-renew or is made by the Authorizer. 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 State Board of Education overturns the Authorizer'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 Authorizer and the School.
- B. Additional Services.** Except as may be expressly provided in this Certificate, as set forth in any subsequent written agreement between the School and the Authorizer, or as may be required by law, neither the School nor the Authorizer shall be entitled to the use of or access to the services, supplies, or facilities of the other.
- C. No Third-Party Beneficiary.** This Certificate shall not create any rights in any third parties, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Certificate.
- D. Amendment.** This Certificate may be amended by agreement between the School and the Authorizer in accordance with Authorizer policy. All amendments must be in writing and signed by the School and the Authorizer.

IN WITNESS WHEREOF, the Authorizer and the Charter Holder have executed this Performance Certificate to be effective **June 8, 2023**.



Chairman
Idaho Public Charter School Commission



Mary Belle Anderson (Jul 21, 2023 17:41 MDT)
Chairman
North Valley Academy, Inc. Governing Board

Jul 21, 2023

Appendix A: Performance Framework

Appendix B: Charter

Appendix C: IPCSC Closure Protocol

Appendix A: Performance Framework



PERFORMANCE FRAMEWORK GUIDANCE: ACADEMIC MEASURES

Adopted 8/13/2020

Revised 4/14/2022

Idaho Public Charter School Commission

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Alan Reed, Chairman

Jenn Thompson, Director

ACADEMIC MEASURES

All School Measures

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

Comparison Group: Specific to school.

1. MATH PROFICIENCY

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

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

2. ELA PROFICIENCY

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

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

3. MATH GROWTH

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

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

4. ELA GROWTH

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

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

5. LITERACY PROFICIENCY

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

Literacy Proficiency Rubric	
Exceeds Standard	One of the following is true: • The school's proficiency rate on the spring administration of the statewide literacy assessment is greater than one standard deviation above the mean of the identified comparison group; • the school's proficiency rate on the spring administration of the statewide literacy assessment is at or above 90%; OR • The fall to spring change in proficiency rate is 20% or greater.
Meets Standard	The school's proficiency on the spring administration of the statewide literacy assessment is equal to the mean or within one standard deviation above the mean of the identified comparison group; OR The school's fall to spring change in proficiency rate is between 10%-19%.
Approaches Standard	The school's proficiency on the spring administration of the statewide literacy assessment falls within one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The school's proficiency rate on the spring administration of the statewide literacy assessment is more than one standard deviation below the mean of the identified comparison group.

6. COLLEGE AND CAREER READINESS

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

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

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

OPERATIONAL MEASURES

BOARD STEWARDSHIP

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

OPERATIONAL MANAGEMENT

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

BOARD GOVERNANCE

1. Governance Structure Rubric

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

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

2. Governance Oversight Rubric

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

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

3. Governance Compliance Rubric

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

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

OPERATIONAL MANAGEMENT

4. Student Services Rubric

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

Student Services Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
Meets Standard	All of the following are true: • The school's English Language Learner program is in good standing; • The school's Special Education program is in good standing; The school's college and career readiness program is in good standing; and • The school's federal programs are in good standing.
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

5. Data Security and Information Transparency Rubric

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

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

6. Facility and Services Rubric

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

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

7. Operational Compliance Rubric

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

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

FINANCIAL MEASURES

NEAR TERM HEALTH

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

SUSTAINABLE HEALTH

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

NEAR-TERM HEALTH

1. Current Ratio

Calculation: Current Assets divided by Current Liabilities

Data Source: Annual Fiscal Audit Report

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

2. Unrestricted Days Cash

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

Data Source: Annual Fiscal Audit Report

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

3. Default

Calculation: No calculation.

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

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

4. Enrollment Variance

Calculation: Actual enrollment as of the first Friday in November (drawn from ISEE) divided by enrollment projections as submitted directly to the IPCSC in July.

Data Source: ISEE and direct school report

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

SUSTAINABLE HEALTH

5. Total Margin and 3Yr Aggregated Total Margin

Calculation:

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

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

Data Source: Annual Fiscal Audit Report

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

6. Cash Flow and Multi-Year Cash Flow

Calculation (example years are included as reference):

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

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

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

Data Source: Annual Fiscal Audit Report

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

7. Debt Service Coverage Ratio

Calculation:

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

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

Data Source: Annual Fiscal Audit Report

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

8. Debt to Asset Ratio

Calculation: Total Liabilities divided by Total Assets

Data Source: Annual Fiscal Audit Report

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

9. Financial Compliance Rubric

Calculation: Total Liabilities divided by Total Assets

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

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

Appendix B: Charter

North Valley Academy, Inc.

NORTH VALLEY ACADEMY (NVA)
Petition for a Charter for School Year Starting 2008-2009
Within the Gooding School District #231

Submitted To:

Idaho Public Charter School Commission

Approved December 20, 2007

Revised October 20, 2011

North Valley Academy
906 Main St.
Gooding Id 83330

Contact Person:
Debra A. Infanger
1821 S 1800 E
Gooding ID 83330
Phone: 934-5738
FAX: 934-4522
infangerd@nvapatriots.us

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I. Articles of Incorporation

**ARTICLES OF INCORPORATION
OF
NORTH VALLEY ACADEMY, INC.**

FILED EFFECTIVE

2006 JUL -7 PM 1:06

SECRET

KNOW ALL MEN BY THESE PRESENTS, that the undersigned incorporators being of the age of twenty-one (21) years or more, desiring to organize a corporation under the laws of the State of Idaho, do hereby make, sign and verify these Articles of Incorporation.

ARTICLE I

The name of the corporation shall be NORTH VALLEY ACADEMY, INC., an Idaho Nonprofit Corporation, hereinafter the "Corporation."

ARTICLE II

The Corporation shall not have members and shall exist perpetually, or until dissolved according to law.

ARTICLE III

The Corporation shall be a nonprofit corporation, created and existing under the Idaho Nonprofit Corporate Act, Idaho Code ' 30-3-1, et seq. The Corporation shall have all powers lawful and necessary to direct, operate, and maintain a nonprofit, public charter school within the State of Idaho and to deal generally therein. The Corporation is organized and shall be operated solely and exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation

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07/07/2006 05:00
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C167790

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1969 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE IV

The business of the Corporation shall be conducted for the benefit of students, faculty, administration and patrons of the Corporation. The Corporation shall not issue certificates of stock and no dividends or pecuniary profits shall be declared or paid, nor shall any part of the net earnings of the corporation inure to the benefit of, or be distributable to its incorporators, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

ARTICLE V

The Corporation shall not endorse candidates for public office, distribute or publish statements for or against candidates, raise funds for or donate to candidates, or become involved in any activity on behalf of or in opposition to any candidate. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. However, the Corporation may, as a part of its educational activities, sponsor debates or forums to educate students and/or voters, so long as the debate or forum evidences no preference for or against a certain candidate or political position.

ARTICLE VI

The provisions for the regulation of internal affairs of the Corporation shall be set forth within the Bylaws and the Charter.

ARTICLE VII

The address of the initial registered office of the Corporation shall be 2190 East 1850 South, Gooding, Idaho, 83330. The name of the initial registered agent at such address shall be DANIELLE LOFGRAN.

ARTICLE VIII

The number of directors which shall constitute the Board of Directors of the Corporation shall be fixed by the Bylaws, but in any event shall not be less than three (3) nor more than seven (7). The number of directors constituting the initial Board of Directors of the Corporation shall be three (3) and the names and addresses of the persons who shall serve as directors until their successors are elected and shall qualify are:

Name	Address
Danielle Lofgran	2190 East 1850 South, Gooding, Idaho 83330
Debra Infanger	1800 East 1821 South, Gooding, Idaho 83330
Fineas Hughbanks	1925 South 2000 East, Gooding, Idaho 83330

ARTICLE IX

The names and addresses of the incorporators are:

Name	Address
Debra Infanger	1800 East 1821 South, Gooding, Idaho 83330
Danielle Lofgran	2190 East 1850 South, Gooding, Idaho 83330
Gayle DeSmet	2006 East 1850 South, Gooding, Idaho 83330

ARTICLE X

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, but only upon the majority vote of all Directors.

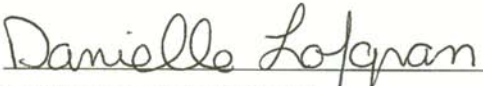
ARTICLE XI

Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code, the remaining assets shall be distributed to a non-profit fund, foundation, or corporation which is organized and operated exclusively for charitable, educational, and/or scientific purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code. If no such suitable organization is found or if the Directors then serving cannot agree on a distribution, the remaining assets shall be distributed to the Gooding School District #231, as organized under the laws of the State of Idaho, for exempt, public educational

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

purposes. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for public charitable or educational purposes.

DATED this 30th day of June, 2006.


DANIELLE LOFGRAN


DEBRA INFANGER


GAYLE DESMET

"Incorporators"

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

STATE OF IDAHO)
County of Booming)
SS:

On this 30th day of June, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANIELLE LOFGRAN, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

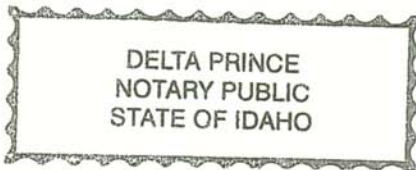


Delta Prince
NOTARY PUBLIC for Idaho
Residing at Booming, Idaho
Commission Expires: 9-13-2010

STATE OF IDAHO)
County of Booming)
SS:

On this 30th day of June, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEBRA INFANGER, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Delta Prince
NOTARY PUBLIC for Idaho
Residing at Booming, Idaho
Commission Expires: 9-13-2010

6

ARTICLES OF AMENDMENT
OF
NORTH VALLEY ACADEMY, INC.

The Directors of the North Valley Academy, Inc., an Idaho non-profit corporation, adopted by resolution and majority vote of the Directors these Articles of Amendment. By such resolution and pursuant to the Idaho Non-Profit Corporation Act, Title 30, Chapter 3 of Idaho Code, the Directors set forth the Articles of Incorporation to be amended as herein stated, and declare:

That the undersigned are natural persons over the age of twenty-one (21), acting as all of the Directors of a non-profit corporation under Idaho law, approved by unanimous vote on the 15th day of August, 2007, a resolution adopting the following Amendment to the Articles of Incorporation for such non-profit corporation:

That Article XI of the Articles of Incorporation, be, and the same is hereby amended to read as follows:

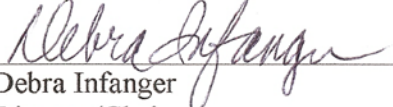
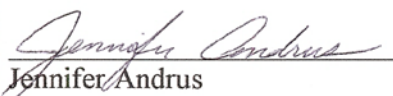
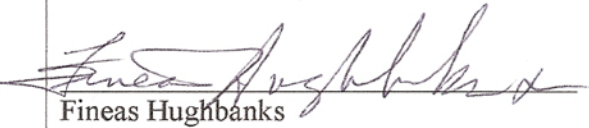
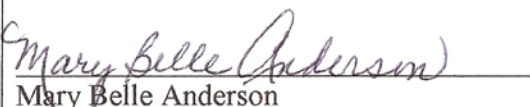
ARTICLE XI

Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code, the remaining assets shall be distributed to the Authorized Chartering Entity as defined by Idaho law, in accordance with the requirements of Idaho Code and the Idaho administrative rules governing Public Charter Schools, and in full compliance with Section 501(c)(3) of the Internal Revenue Code. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for public charitable or educational purposes.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

DATED this 15th day of August, 2007.

The Directors of North Valley Academy, Inc.

 Debra Infanger Director/Chairman	 Danielle Lofgran Director/Vice-Chairman
 Jennifer Andrus Director/Secretary	 Fineas Highbanks Director/Treasurer
 Mary Belle Anderson Director	

II. Bylaws: Ref. Idaho Code § 33-5204(1) & 30-3-21(1)

BYLAWS

OF

NORTH VALLEY ACADEMY, INC.

KNOW ALL MEN BY THESE PRESENTS: that *NORTH VALLEY 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 Gooding, 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 five (5). All members of the Board shall be residents of Idaho. 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 elected and qualified. No Director may serve for more than a total of three terms, or nine (9) years, whichever is longer.

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 February, 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.

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

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

Board may fix any site within Gooding County, Idaho, as the place for holding any special meeting of the Board called by them.

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. 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.

Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

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. Order Of Business.

At meetings of the Board, business shall be transacted in such order as from time to time the Board may, by resolution, determine. At all meetings of the Board, the Chairman, or, in his absence, the Vice Chairman, or, in the absence of both, a member of the Board to be selected by the members present, shall preside. The Secretary of the Corporation shall act as Secretary at all meetings of the Board, and in case of his absence, the Chairman of the meeting may designate any person to act as Secretary.

SECTION 9. 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 unexpired term of his predecessor in office.

SECTION 10. Compensation.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

Directors as such shall not receive any stated salaries for their services, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

SECTION 11. Informal Action by Directors.

Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

SECTION 12. Initial Terms.

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

Fineas Hughbanks	(Seat One)	-	1 years
Mary Belle Anderson	(Seat Two)	-	2 years
Debra Infanger	(Seat Three)	-	2 years
Danielle Lofgran	(Seat Four)	-	3 years
Jennifer Andrus	(Seat Five)	-	3 years

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.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired 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 or refusal 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 have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or to her depositories as shall be selected in accordance with the provisions of Article VI of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman or by the Board. If required by the Board, the Treasurer shall give bond for the faithful performance of his duties in such sum as the Board of directors may require.

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

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

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-Faculty Association.

The Board shall establish or recognize an official Parent-Faculty Association (PFA). Members of that committee will be elected annually by parents of students enrolled in the North Valley Academy charter school according to policy to be set by resolution of the Board. The PFA shall be authorized to make recommendations regarding any aspect of the school. The PFA shall assist and counsel the Board in the creation, implementation, and evaluation of school policy.

SECTION 2. Other Committees.

The Board may from time to time appoint such standing or special committees as, in their judgment, may be deemed expedient, and refer to any such committee or committees any corporate matter, with or without power to act, and subject to such limitations as may be prescribed by the Board. In the event any matter be referred to any such committee with power to act, the reference shall be made by resolution entered of record in the Minutes of the meeting making such reference, and such power shall continue until revoked by the Board.

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 Treasurer or an Assistant Treasurer 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

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

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 VIII: INDEMNIFICATION OF OFFICERS, DIRECTORS, & EMPLOYEES

SECTION 1. Indemnification.

This Corporation shall indemnify any Director who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this Corporation) by reason of the fact that such Director is or was a Director of this Corporation, against expenses, judgments, fines and settlements actually and reasonably incurred in connection with such proceeding.

This Corporation shall indemnify any Director who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this Corporation to procure a judgment in its favor by reason of the fact that that Director is or was a Director of this Corporation, against expenses actually or reasonably incurred by that Director in connection with the defense or settlement of that action. This indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by law, agreement, vote or shareholders of disinterested directors, or otherwise, both as to an action in his official capacity and as to an action in another capacity while holding such office, and shall continue as to a Director who has ceased to be a Director and shall inure to the benefit of the heirs and Personal Representative of such a Director.

A Director will only be indemnified under this Article VIII if:

- (a) The Director has disclosed to the Board of Director all other materials activities and relationships, other than professional, confidential relationships, relating or similar to those of this Corporation, and the decisions, policies or resolutions giving rise to or creating the need for indemnification;
- (b) All past, present or potential conflicts of interest between the Director and this Corporation relating to the transaction for which indemnification is sought; and
- (c) The Director has provided or disclosed to the Board all information known to the Director regarding the policy, decision, resolutions or transactions for which indemnification is sought. This includes all information obtained by the Director

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

after the transaction occurred or after adoption of the policy, decision or resolution.

SECTION 2. Continuity of Protection.

The indemnification provided by this Article shall not be deemed exclusive and shall continue as to a person who has ceased to be a Director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 3. Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation has the authority or obligation to indemnify him against such liability under the provisions of this Article.

ARTICLE IX: 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 X: 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 XI: GOVERNING LAW AND DOCUMENTS

In addition to the Articles of Incorporation and these Bylaws, pursuant to Idaho Law 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 XII: AMENDMENTS TO THE GOVERNING DOCUMENTS

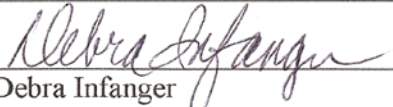
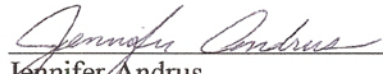
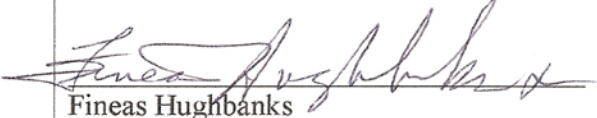
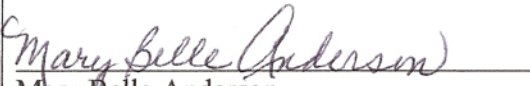
Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

These Bylaws, the Articles of Incorporation of the Corporation, and the Charter 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.

CERTIFICATE OF ADOPTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being all the Directors and the Secretary of **NORTH VALLEY ACADEMY, INC.**, also being all the members of said Corporation, do hereby certify that the above and foregoing By-Laws were duly and legally adopted as the By-Laws of said Corporation at the first meeting of the members and the first meeting of the Directors, of said Corporation, on the 15 day of August, 2007, and that the same does now constitute the By-Laws of the said Corporation.

IN WITNESS WHEREOF, We have hereunto set our hands as Directors, and Secretary, respectively, of the said Corporation, and affixed hereto the Corporate Seal thereof, this 15th day of August, 2007.

 Debra Infanger Director/Chairman	 Danielle Lofgran Director/Vice-Chairman
 Jennifer Andrus Director/Secretary	 Fineas Hughbanks Director/Treasurer
 Mary Belle Anderson Director	

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

STATE OF IDAHO)

:ss

County of Gooding)

I, Jennifer Andrus, the duly and regularly elected, qualified, and acting Secretary of **NORTH VALLEY ACADEMY, INC.**, do hereby certify that the above and foregoing By-Laws were regularly adopted by the Directors of said Corporation at a regular meeting of the Directors of said Corporation, duly and regularly held and called on the 15 day of August, 2007, and were also adopted by the majority vote of the members of the Corporation, at a duly and regularly called and held meeting of the Corporation, on the 15 day of August, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand this 15 day of August, 2007.

Jennifer Andrus
Secretary of the Corporation



**BEFORE THE DIRECTORS OF THE
NORTH VALLEY ACADEMY, INC.**

Resolution 2007-02

PROVIDING FOR AMENDMENT TO THE BYLAWS

Be It Resolved by the Directors of the North Valley Academy, Inc.:

WHEREAS, the Directors have petitioned the Idaho Public Charter School Commission and the State Board of Education for approval of a Charter to establish the North Valley Academy, Inc. as a public charter school; and

WHEREAS, the staff of the State Board of Education has recommended certain changes to the Bylaws of the Corporation to ensure compliance with state law governing Public Charter Schools; and

WHEREAS, the Directors desire to comply with state law and secure State approval of the proposed Charter and petition for the North Valley Academy, Inc. to become a public charter school under Idaho law; and

WHEREAS, the Directors have reviewed the proposed changes and believe that they are in the best interest of the Corporation;

NOW THEREFORE, BE IT RESOLVED by the Directors of the North Valley Academy, Inc.:

Section 1. That Article II, Section 3 of the Bylaws, be, and the same is hereby amended to read as follows:

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 February, 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, with notice as required by Section 5 of this Article, and Idaho Code § 67-2343.

Section 2. That Article II, Section 10 of the Bylaws, be, and the same is hereby amended to read as follows:

SECTION 10. 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

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

comply with and be bound by the provisions of Idaho Code §§ 33-5204(5)(a) and 33-5204A.

Section 3. That Article II, Section 11 of the Bylaws, be, and the same is hereby repealed and shall be deleted in its entirety.

Section 4. That Article II, Section 12 of the Bylaws, be, and the same is hereby redesignated and renumbered as Article II, Section 11.

Section 5. That Article IV, Section 1 of the Bylaws, be, and the same is hereby amended to read as follows:

ARTICLE IV: COMMITTEES

SECTION 1. Parent-Faculty Association.

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

Section 6. That Article XI of the Bylaws, be, and the same is hereby amended to read as follows:

ARTICLE XI: 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.

Section 6. That Article XII of the Bylaws, be, and the same is hereby amended to read as follows:

ARTICLE XII: AMENDMENTS TO THE GOVERNING DOCUMENTS

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

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

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).

BE IT FURTHER RESOLVED that these changes shall take effect immediately upon approval by a majority of the Directors; and

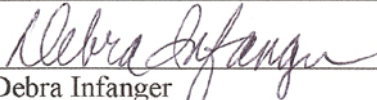
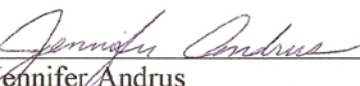
BE IT FURTHER RESOLVED that the Secretary of the Corporation shall incorporate such changes into a published copy of the Bylaws, which Bylaws shall be kept in the Corporate records and made available to the public upon request.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

STATE OF IDAHO)
 :SS
County of Gooding)

We, the undersigned, the duly and regularly elected, qualified, and acting President and Secretary of NORTH VALLEY ACADEMY, INC., do hereby certify that the above and foregoing Resolution was regularly adopted by a majority of the Directors of said Corporation at a duly and regularly called and held meeting of the Board of Directors, on the 15th day of August, 2007.

IN WITNESS WHEREOF, we have hereunto set our hand this 15th day of August, 2007.


Debra Infanger
Director/Chairman

Jennifer Andrus
Director/Secretary

III. Signatures and Proof of Qualification of Electors of the Attendance Area: Ref. 33-5205(1)(a) & 33-5205(3)

STATE OF IDAHO
SS
COUNTY OF GOODING

To Idaho Public Charter School Commission, I, Denise M. Gill, County Clerk of Gooding County, hereby certify that ** 15 ** signatures on this petition are those qualified electors.

Signed: *Denise M. Gill*
County Clerk or Deputy

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

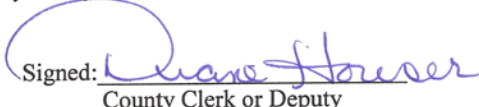
Petition to Establish a NEW Idaho Public Charter School
 This document is an **Elector Petition** and must be signed by not less than thirty (30) qualified electors of the attendance area of the new charter school. Proof of elector qualifications must be provided with the petition.

Name of Proposed New Charter School	North Valley Academy				
School District Where New Charter School will be Physically Located	Gooding, Idaho				
I am currently a qualified elector in the above-named school district. I agree that the above-named proposed new charter school should be approved as an Idaho Public Charter School.					
Elector's Printed Name	Elector's Signature	Street Address	City	Telephone	Date
16 Nadine Koyle	Nadine Koyle	1305 S. 1800	Gooding	934-9728	8-1-07
18 ~~Bruce DeWitt~~	~~Bruce DeWitt~~	~~735 Illinois St~~	~~Gooding~~	~~934-5725~~	~~8-1-07~~
19 ~~Bill Paul~~	~~Bill Paul~~	~~309 Nebraska~~	~~Gooding~~	~~358-0281~~	~~8-1-07~~
20 ~~Carrie Stiller~~	~~Carrie Stiller~~	~~501 Oregon~~	~~Gooding~~	~~934-8217~~	~~8-1-07~~
21 Tara Hansen	Tara Hansen	1956 east 1775 south	Gooding	324-4296	8-1-07
22 Toshie Gell	Toshie Gell	441 Colorado st	Gooding	934-8881	8-1-07
23 ~~Michael Leguiche~~	~~Michael Leguiche~~	~~1450 S. 1750 E~~	~~Gooding~~	~~934-4180~~	~~8-3-07~~
24 ~~Sandra Strickland~~	~~Sandra Strickland~~	~~2219 S. 1540 E~~	~~Gooding~~	~~934-5027~~	~~8-6-07~~
25 ~~Judi Lehman~~	~~Judi Lehman~~	~~505 Colorado~~	~~Gooding~~	~~934-4968~~	~~8-6-07~~
26 Michael Infanger	Michael Infanger	1821 S 1800 E	Gooding	934-5738	8-6-07
27 John N Infanger	John N Infanger	1821 S 1800 E	Gooding	934-5738	8-6-07
28 Linda Muck	Linda Muck	542 Colorado St	Gooding	358-2016	8-6-07
30 Darrell Muck	Darrell Muck	542 Colorado St	Gooding	539-0629	8-6-07
MAURICE DESMET	M.A. Desmet	1386 S 2100 E	Gooding	934-9531	8-8-07
ERIC ANDRUS	Eric C. Andrus	306 California St.	Gooding	934-4654	8/27/07
KAREN MCHAN	Karen McHan	2030 Hwy 26	Gooding	934-8629	8/20/07
Janice McHan	Janice McHan	2030 Hwy 26	Gooding	934-8629	8/20/07

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

STATE OF IDAHO
SS
COUNTY OF GOODING

To Idaho Public Charter School Commission , State of Idaho: I, Denise
M. Gill, County Clerk of Gooding County, hereby certify that ** 15 ** signatures on
this petition are those qualified electors.

Signed: 

County Clerk or Deputy

Petition to Establish a NEW Idaho Public Charter School

This document is an **Elector Petition** and must be signed by not less than thirty (30) qualified electors **off** the attendance area of the new charter school. Proof of elector qualifications must be provided with the petition.

Name of Proposed New Charter School		North Valley Academy			
School District Where New Charter School will be Physically Located		Gooding, Idaho			
I am currently a qualified elector in the above-named school district. I agree that the above-named proposed new charter school should be approved as an Idaho Public Charter School.					
Elector's Printed Name	Elector's Signature	Street Address	City	Telephone	Date
1 Debra A. Instancy	<i>Debra A. Instancy</i>	1821 S. 1800 E.	Gooding	208-934-5738	7-27-07
2 Gayle Holovac-DeSmet	<i>Gayle Holovac-DeSmet</i>	1386 S. 2100 E.	Gooding	208-934-9531	7-27-07
3 Jennifer Andrus	<i>Jennifer Andrus</i>	306 California St.	Gooding	208-934-4654	7-27-07
4 Lottie Phelps	<i>Lottie Phelps</i>	1837 Elmwood Rd.	Gooding	208-934-8550	7-27-07
5 Heidi Lofgren	<i>Heidi Lofgren</i>	2120 E. 1850 S.	Gooding	208-934-4444	7-27-07
6 Morgan Lofgren	<i>Morgan Lofgren</i>	1801 Elmwood	Gooding	539-9993	7-27-07
7 Elizabeth Cram	<i>Elizabeth Cram</i>	245 Nebraska St.	Gooding	934-4346	7-27-07
8 TAP KUSE	<i>TAP KUSE</i>	401 8th Ave	"	734-4955	7-27-07
9 William Miller	<i>William Miller</i>	1000 N. 1st St	"	934-4276	7-27-07
10 Diana Dewey	<i>Diana Dewey</i>	1732 9th Ave East	Gooding	934-4237	7/30/07
11 Maffung Paul	<i>Maffung Paul</i>	701 Oregon	"	934-8217	7/30/07
12 John Dewey	<i>John Dewey</i>	1732 9th Ave	Gooding	934-4237	7-30-07
13 Kelly M. Bowler	<i>Kelly M. Bowler</i>	924 4th Ave West	Gooding	934-4752	7-30-07
14 Kelly Bowler	<i>Kelly Bowler</i>	824 Michigan St	Gooding	934-5994	7-30-07
15 Ravi L. Holmes	<i>Ravi L. Holmes</i>	831 Locke Ave.	Gooding	934-4513	7-30-07

IV. Vision Statement

North Valley Academy strives to create patriotic and educated leaders.

We believe in James Madison's statement:

"The advancement and diffusion of knowledge is the only guardian of true liberty."

V. Mission Statement

North Valley Academy strives to provide an excellent educational choice where students have the opportunity to become an informed and involved citizenry.

(To be posted at the school's entrance)

School goals:

- Provide superb academic education
- Provide a controlled disciplinary environment
- Provide dual credit opportunities
- Provide a jump start to college careers
- Provide teacher training to teach the Core Knowledge Curriculum
- Meet the State testing guidelines at the pertinent grade levels
- Meet college entrance testing requirements

Unique qualities:

- Academic focus
- Blended program
- Disciplined environment
- Core Knowledge Curriculum
- Money Management Education K-12
- Partnering with College of Southern Idaho for graduates to be able to earn 16 college credits upon high school graduation
- Integration of Professional-Technical education with academic focus, preparing students for post secondary training, professional technical training, and/or the work force

Methodology

- Employ a top notch administrator focused on "what is best for our students"
- Pay the teachers higher than the state of Idaho salary schedule
- Foster a partnering between teachers and classes in grades K-12
- Foster project-based education
- Build a student needs-driven model with teachers taking responsibility for the learning of each of their students K-12
- Utilize all forms of curriculum delivery: classroom, Idaho Digital Learning Academy, College of Southern Idaho online courses, independent study

TAB 2: PROPOSED OPERATION: Ref. Idaho Code § 33-5205(4)

NOTE: If at any time parents, staff, or students have issue with policies set forth hereafter, they are to proceed through NVA's Uniform Grievance Procedure as follows:

Uniform Grievance Procedure

All individuals should use this grievance procedure if they believe that the Board, its employees, or agents have violated their rights guaranteed by the state or federal constitution, state or federal statute, or Board policy.

NVA will endeavor to respond to and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint filed hereunder will not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies, and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

Level 1: Informal

An individual with a complaint is encouraged to first discuss it with the teacher, counselor, or building administrator involved, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.

Level 2: Principal

If the complaint is not resolved at Level 1, the grievant may file a written grievance stating: 1) the nature of the grievance and 2) the remedy requested. It must be signed and dated by the grievant. The Level 2 written grievance must be filed with the Principal within sixty (60) days of the event or incident, or from the date the grievant could reasonably become aware of such occurrence.

If the complaint alleges a violation of Board policy or procedure, the Principal shall investigate and attempt to resolve the complaint. If either party is not satisfied with the Principal decision, the grievance may be advanced to Level 3 by requesting in writing that the Board review the Principal's decision. This request must be submitted to the Board within fifteen (15) days of the Principal's decision.

If the complaint alleges a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or sexual harassment, the Principal shall turn the complaint over to the Special Education/Special Programs Director, who will also serve as Nondiscrimination Coordinator, who will investigate the complaint. NVA will appoint Nondiscrimination Coordinators to assist in the handling of discrimination complaints. The Coordinator will complete the investigation and file the report with the Board within thirty (30) days after receipt of the written grievance. The Coordinator may hire an outside investigator if necessary. If the Board agrees with the

recommendation of the Coordinator, the recommendation will be implemented. If the Board rejects the recommendation of the Coordinator, and/or either party is not satisfied with the recommendations from Level 2, either party may make a written appeal within fifteen (15) days of receiving the report of the Coordinator to the Board for a hearing.

Level 3: The Board

Upon receipt of a written appeal of the decision of the Principal, and assuming the appeal alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final.

I. Proposed Operation

A. Organization: Ref. Idaho Code 33-5204(1)

NVA, Inc. is 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 federal income tax code.

The Articles of Incorporation for NVA, Inc. were filed with the Secretary of the State of Idaho June 8, 2006. NVA obtained Employer Identification Number 26-0820021, on a notice dated 9/7/2007. The 501(c)(3) will be completed upon approval of the charter. Update: 501(c)(3) status was granted March 22, 2008.

An organizing group of founders have written the initial petition for a Charter for NVA and have recruited and appointed an initial Governing Board of Directors, hereafter referred to as the Board. 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 NVA to the NVA Board. Additional founding members may be recruited prior to the official opening of the first school year in order to accomplish the goals of NVA. This group will remain as advisors to the Board. The number of founding families is anticipated not to exceed ten families.

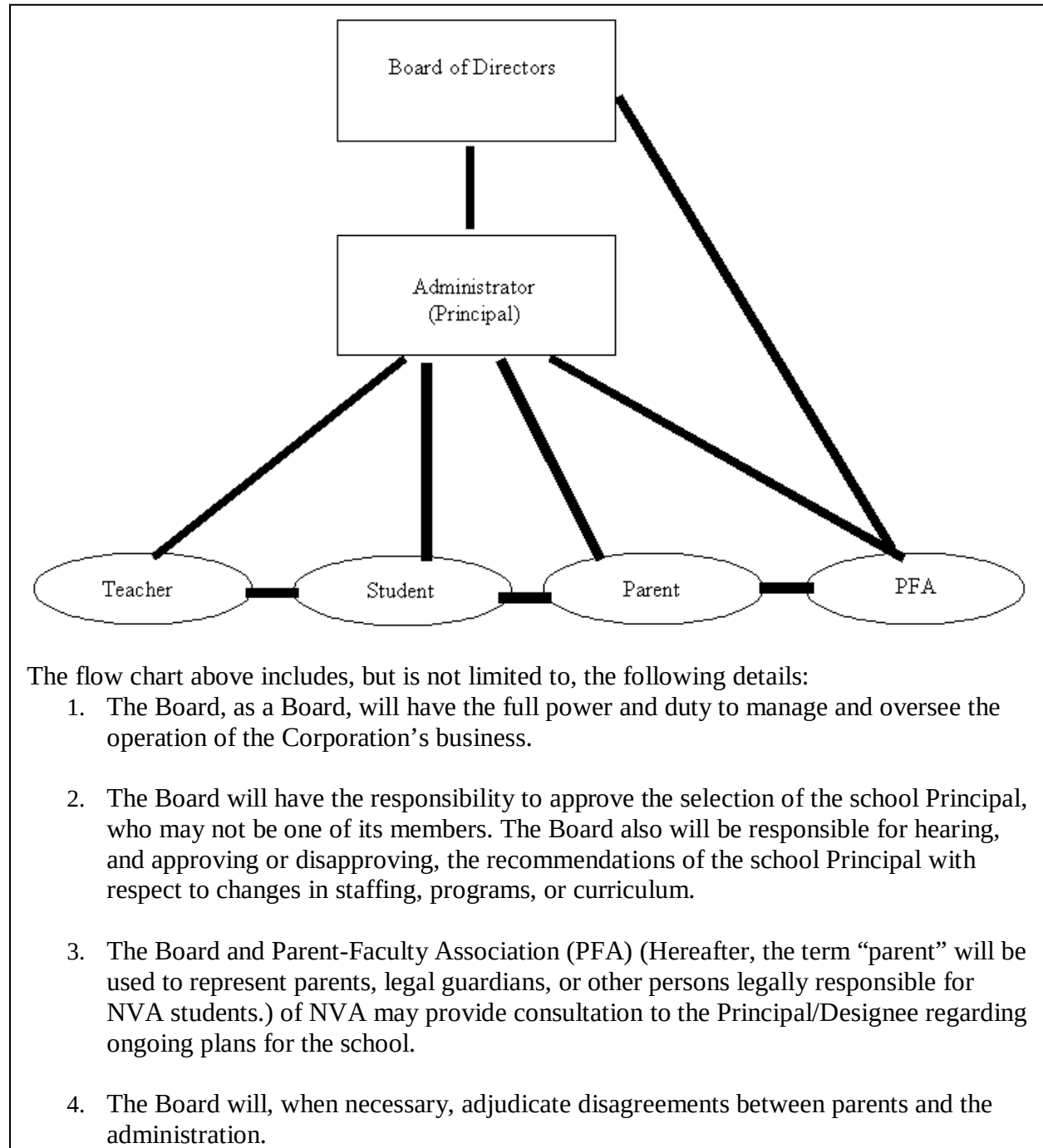
The Board, as a Board, will have the full power and duty to manage and oversee the operation of the Corporation's business and to pledge the credit, assets, and property of the Corporation when necessary to facilitate the efficient operation thereof. Authority is given to NVA Board by the State of Idaho as provided in the "Public Charter Schools Act of 1998." (I.C. 33-5204) The Governing Body will adhere to the NVA Corporate Bylaws (specifically Articles 5 and 8) addressing the Idaho Open Meeting Law.

Upon approval, members of the Board are deemed public agents to control NVA. The Board has all the power and duties afforded to a board of directors. NVA will be considered a public school for all purposes and, as such, will be responsible to identify and comply with all statutory

requirements affecting the operation of a public school. Therefore, upon approval, the Board will follow the open meeting laws, keep accurate minutes, and make said minutes available to the public.

NVA will function as a non-profit organization, organized and managed under the *Idaho Nonprofit Corporation Act*, as outlined in NVA's Corporate Bylaws and Articles of Incorporation. Accordingly, the organizational flow chart representing the flow of information and the chain of command is as follows:

Tab 2, Table 1.



Tab 2, Table 1, Cont'd.

5. The Principal/Designee represents the Board as the liaison between the Board and NVA community. 6. A committee, not to exceed four (4) members, comprised of the Principal/Designee and representatives of the Board and faculty will be responsible for hiring elementary (grades 1-6) teachers. A committee, not to exceed six (6) members, comprised of the Principal/Designee and representatives of the board and faculty will be responsible for hiring teachers for grades 7-12. 7. The Principal supervises, directly or indirectly, all employees of NVA. 8. The administrative staff's primary functions will be management of NVA and facilitation of the implementation of a quality educational program. It is the goal of the Board that the administrative organization: a. provide for efficient and responsible supervision, implementation, evaluation, and improvement of the instructional program, consistent with the policies established by the Board; b. provide effective and responsive communication with staff, students, parents, and other citizens; and c. foster staff initiative and rapport. 9. NVA's administrative organization will be designed so that all divisions and departments are part of a single system guided by Board policies which are implemented through the Principal. Other administrators are expected to administer their facilities in accordance with Board policy and the Principal's rules and procedures.
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1. *Target Population*

North Valley Academy (NVA) plans to open in the fall of 2008 with grades kindergarten through eighth. NVA plans to open a high school for students in grades nine through twelve in the fall of 2009. Residents of Gooding School District will be the primary target population. Update: NVA opened in the fall of 2008 to grades K-8, and began offering classes to students in grades 9-12 beginning with the 2009-2010 school year.

2. *School Size* (See Also, Tab 10)

For the purposes of clarity, in this revision of the charter, NVA is proposing two amendments that will impact enrollment. The first is an increase in the face-to-face enrollment cap. Currently all grades (K-12) have a student enrollment cap of 24 students. The proposal is an increase as follows:

Tab 2: Proposed Operation

Proposed Face-to-Face Enrollment Caps		
Elementary Grades	Maximum Enrollment	Total Students
K-1	24	48
2-3	26	52
4-6	28	84
Total Elementary Students		184
Secondary Grades	Maximum Enrollment	Total Students
7-12	30	180
Total Face-to-Face Students		364

NVA will remain relatively small with a total capacity of 364 face-to-face students: 184 students in grades K-6 and 180 in grades 7-12. We believe that students benefit from a small school setting. (See Tab 8, Section A, Item 3c, Appendix W, and Appendix Y for results of market research conducted to document support of NVA.) The following is another representation of the first proposed enrollment increase:

North Valley Academy Face-to-Face Maximum Enrollment Capacity															
Year	Grades	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
2011-2012	K-12	24	24	26	26	28	28	28	30	30	30	30	30	30	364
2012-2013	K-12	24	24	26	26	28	28	28	30	30	30	30	30	30	364

The second amendment pertains to NVA's blended course offerings. NVA wishes to establish an enrollment cap of no more than six (6) students per grade in the blended program, which is by definition:

Enrollment in the minimum number of online courses required to meet the hourly ADA requirements for half-day attendance set forth by the Idaho State Department of Education, **and** a requirement to participate in courses and activities at school.

Proposed Blended Program Student Enrollment Cap		
All Grades	Maximum Enrollment Per Grade	Total Students
K-12	6	↓
Total Blended Program Students		78
Total Proposed Maximum Enrollment Cap, Including Blended Program Students		442

NVA anticipates a minimum startup enrollment of ten (10), full-time, blended program students in grades K-12 no sooner than January 2012. (See Also, Tab 10)

Tab 2: Proposed Operation

NVA Anticipated Blended Program Enrollment FY12*					
	Grades				Total
	1-3	4-6	7-8	9-12	
No. of Students	1	3	2	4	10
*Enrollment per grade is a guestimate. Actual enrollment may vary across the grades, but will not exceed the approved cap.					

NVA has budgeted for the anticipated ten (10) blended students for the second half of FY12, or beginning January 2012, and twenty (20) blended students for FY13 and FY14 each (See Appendix AE). These numbers represent NVA's best guestimate as to the number of students who may enroll in our blended program.

II. Facilities: Ref. Idaho Code § 33-5205(4)

The Board recognizes the importance the physical plant plays in enhancing the instructional program. The goal of NVA is to provide a facility in a convenient location that will both ensure the safety and enhance the education of our students. All sites will be considered based on factors such as safety, diversity of the immediate surrounding neighborhoods, access to major utilities, convenience for transportation, and affordability. The Board will develop a program to maintain and/or upgrade the buildings and grounds of NVA.

NVA's Board has finished negotiations with the Idaho School for the Deaf and the Blind. We have been meeting with Interim-Superintendent Mary Dunne for several months and have a Letter of Intent to utilize existing buildings and other facilities sufficient for our needs. (See Appendices) We look forward to a long and innovative relationship with the staff and students at ISDB. Update: NVA purchased the former Gibbons Elementary Building from the Gooding School District in December of 2009. The building meets all of the requirements outlined above.

A. Operation and Maintenance of Charter School Facilities

NVA seeks to maintain and operate facilities in a safe and healthful condition. The operation of NVA's facilities will be the responsibility of the Principal/Designee. The Principal/Designee, in cooperation with the fire chief and county sanitarian, will periodically inspect plant and facilities. S/he will provide for a program to maintain NVA's physical plant by way of a continuous program of repair, maintenance, and reconditioning. Budget recommendations will be made each year to meet these needs and any such needs arising from an emergency.

B. Proof of Insurances

Copies of the initial insurance binders from a company authorized to do business in Idaho for a liability policy, a property loss policy, health insurance, worker's compensation insurance, and unemployment insurance will be provided to the Authorized Chartering Entity no later than thirty (30) days prior to the opening of school, and thereafter thirty (30) days before the expiration of the insurance policies.

III. Administrative Services: Ref. Idaho Code § 33-5205(4)

A. Instructional Organization

1. School Fiscal Year

The fiscal year of the school is from July 1 to June 30.

2. School Calendar

The Board will establish the dates for opening and closing classes, teacher in-services, the length and dates of vacation, and the days designated as legal school holidays. The proposed school year is commencement after Labor Day and dismissal before Memorial Day. This schedule will be reviewed on an annual basis and may be changed, as necessary, by the Principal in consultation with the Board.

3. Holidays/Commemorative Day

School holidays will include New Year's Day, Thanksgiving Day, and Christmas Day.

For those commemorative days that fall on a school day, the teachers and students will devote a portion of the day on each such day designated in I.C. § 73-108.

4. Instructional Hours

The Board will provide the minimum number of instructional hours for students at each grade level as follows:

Grades	Hours
K	450
1-3	810
4-8	900
9-12	990

5. PIR Days

Not more than twenty-two (22) hours may be utilized for in-service teacher activities. NVA is considering school wide in-service Monday mornings from 8:00 to 9:00 a.m.

6. Records Management

The Secretary and/or Clerk will be the custodian of records under the supervision of the Principal/Designee.

Personnel files and student files are confidential and will be disclosed only as provided in policy and/or by law. A record of persons examining/copying personnel files or student files, other than administrative staff, will be kept for each employment file and student file.

All public records will be provided to the public in accordance with the Family Educational Rights and Privacy Act (FERPA), laws of the State of Idaho, and NVA policy.

7. Non-Instructional Operations

Contractor License, Surety Bonds, and Insurance

The school may hire staff or contract with a service provider for services such as transportation, food service, accounting, business management, or other business or educational services. All contract service providers are required to have adequate limits of liability insurance as determined by the Board or other state requirement and will maintain the same throughout any contract period.

A list of all contracts identifying the party with whom NVA has contracted, the length of the contract, and the expenditures required by the contract must be submitted to the Authorized Chartering Entity for its review no later than thirty (30) days prior to the opening of school and thereafter, annually.

No contract will be let to any contractor who is not licensed as required by the laws of Idaho. Before any contract is awarded to any person, such person will furnish to NVA performance and payment bonds that will become binding upon award of the contract to a contractor as follows:

- a. Performance bonds in an amount not less than eighty five percent (85%) of the contract amount for the sole protection of NVA; and
- b. Payment bond in an amount less than eighty five percent (85%) of the contract amount for the protection of persons supplying labor or materials, or renting or otherwise supplying equipment to the contractor and/or his subcontractors in the prosecution of the work performed under the contract.

IV. Potential Civil Liability: Ref. Idaho Code § 33-5205(4) & 33-5204(4)

NVA will obtain its own liability insurance and insure its Board, employees, contents, equipment, and fixtures against injury, damage, or loss. Additionally, both the facility provider and NVA will insure their respective interests against damage and for liability exposures with minimum limits of liability of not less than \$1,000,000 per person, \$5,000,000 aggregate or such limits as imposed by the State requirement or as otherwise determined by the Board. All such insurance policies will name NVA as an additional insured and provide for at least ten (10) days written notice prior to cancellation. The facility provider and NVA will provide to each other certificates of insurance prior to the commencement date of facility occupancy evidencing such coverage.

Pursuant to Idaho Code § 33-5204(2), the Authorizing Chartering Entity shall have no liability for the acts, omissions, debts, or other obligations of NVA, except as may be provided in the Charter.

NVA will operate its business in conformance with all local, state and federal environmental laws.

Specific documentation of the above outlined requirements will be contained in the respective insurance policies negotiated with the insurance providers.

TAB 3: EDUCATIONAL PROGRAMS AND GOALS: Ref. Idaho Code § 33-5205(3)(a) and 33-1612

I. Educational Programs and Services

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

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

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

II. Educational Thoroughness Standards

NVA will achieve the Thoroughness Standards (as defined in section 33-1612, Idaho Code) through its basic curriculum, which include character education, foreign language, music, and community, school, and family service projects.

A. Standard A

A safe environment conducive to learning is provided.

1. *Goal.* Maintain a positive, safe, and orderly teaching and learning environment that will promote student respect for themselves and others.

Each student has the right to come to school without fear of taunting, teasing, or violence. Each parent has the right to expect the school to provide a safe, supportive learning environment for his/her student. The philosophy of NVA is grounded in the belief that when there is low threat of physical or mental harm and curricular content is highly challenging,

accelerated learning takes place. NVA will create a safe environment with a unique curriculum that focuses on education while developing qualities such as kindness and tapping into each student's innate need to know boundaries while protecting their dignity.

2. *Objectives.* NVA will:

- a. Provide facilities that are inspected as required and adopt policies that meet all required city, county, state, and federal health, accessibility, safety, fire, and building codes for public schools to ensure the safety of students and staff.
- b. Establish, publish, and enforce policies that define acceptable and unacceptable behavior, including zero tolerance for weapons, violence, gangs, and use or sale of alcohol and drugs.
- c. Create an environment that encourages parents and other adults to visit the school and participate in the school's activities. There will be an advertised visitation day.
- d. Develop a staff/student handbook to provide rules and guidelines for physical safety. These guidelines will include, and not be limited to, the procedures for fire drills, reporting unsafe equipment, methods for checking students in and out of school, notification of parents' rights, and staff monitoring responsibilities.

B. Standard B

Educators are empowered to maintain classroom discipline. Each staff member has the right to teach without fear of violence, and students have the right to learn with the same privilege.

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

The atmosphere created by our focus on kindness allows teachers to teach without fear of harassment from students, parents, and the public. In addition, teachers will enjoy a greater level of interaction with students as students will not be afraid to take academic risks, like asking or answering questions in front of peers because everyone feels safe and supported. Fear will not detract from teaching or learning. The result is a culture that is warm and friendly, filled with mutual respect, orderly, and free from chaos.

2. *Objectives.* NVA will:

- a. Develop a student handbook providing a code of conduct including clear expectations with consequences for unacceptable behavior, and a process for teachers to handle minor and major infractions in the classroom setting.
- b. Teach appropriate behaviors and foster responsible decision-making skills by using programs, which may include, Ron Clark's "Essential 55", "Excellent 11", and "Great Expectations".

- c. Establish and maintain rules to be used consistently throughout the school.

C. Standard C

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

1. *Goal.* Offer opportunities for students to develop and express exemplary character traits in concert with the overall educational program.
2. *Objectives.* NVA will:
 - a. Emphasize the importance of adults modeling important values at school. This is done through expectation training in which teachers clearly illustrate and define what kindness looks like before students have a chance to be unkind. Daily procedures are designed to support the school's emphasis on kindness.
 - b. Help students build personal bonds and carry out responsibilities to one another and to the faculty and staff by providing opportunities for and strongly encouraging age-appropriate school and community service hours. Students who display kindness and good citizenship are given special recognition. This will develop a sense of community and service within the school and between the school and the larger community.
 - c. Evaluate and report service hours to student advisors because community service instills a sense of individual, social, and civic responsibility and enables the student to use newly-gained knowledge to solve community problems.

D. Standard D

The skills necessary to communicate effectively are taught.

1. *Goal.* Teach students a range of effective communication skills.
2. *Objectives.* NVA will:
 - a. Emphasize meaningful language experience in reading, writing, and spelling, enhanced by dramatization and memorization. This will be measured through weekly evaluations.
 - b. Provide an age-appropriate technology curriculum that supports development of a variety of communication skills, including written and verbal.
 - c. Provide instruction in a foreign language in grades K-8 as budget permits. Knowledge of a second language is essential in many occupations. In addition, knowledge of a second language boosts English proficiency, improves memory and self-discipline, and enhances verbal and problem-solving skills. Once NVA offers grades 9-12, students in those grades

will be highly encouraged to enroll in dual credit with other secondary and post-secondary institutions for advanced Spanish.

- d. Provide instruction in music, dance, and art as budget permits. Students will build skills needed for dual enrollment in these areas.

E. Standard E

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

1. *Goal.* Develop an educated citizenry through a dynamic, interactive, academic program where pacing is driven by student capabilities rather than textbooks.

Students must be well grounded in the basics such as reading, writing, mathematics, science, and social studies.

2. *Objectives.* NVA will:

- a. Use the Idaho State Department of Education's Standards as a starting point to be enhanced by the Core Knowledge® Sequence and other creative methods.
- b. Use a variety of methods to ensure student learning, including, but not limited to, the Core Knowledge® Sequence.
- c. Emphasize environmental responsibility by providing students with opportunities for voluntary, age-appropriate service opportunities. Service hours may be required in school organizations.
- d. Use field trips and career development discussions, particularly encouraging patriotism, as appropriate. (The school mascot is "Patriots.")

F. Standard F

The skills necessary for the students to enter the workforce are taught.

1. *Goal.* Provide students with basic skills that prepare them for future employment.

By using learning tools such as computers, scientific equipment, and networks linked to local and nationwide resources, students learn how to be life-long learners and will be prepared to enter the workforce with a solid foundation of knowledge and skills. As NVA expands into grades 9-12, we will provide academies with class requirements and standards articulated with other secondary and post-secondary institutions, such as College of Southern Idaho, with whom we plan dual credit. (See Also, Tab 3, IV, F)

2. *Objectives.* NVA will:

- a. Provide a strong foundation in basic reading, writing, science, social studies, and computational skills.
- b. Provide a technology-rich environment, encouraging the effective use of technology as a tool in the workplace.
- c. Enable students to develop the following intellectual habits important in the work place: adapting to new situations and responding effectively to new information, solving problems, and locating and evaluating information from a variety of sources.

III. Educated Person: Ref. Idaho Code § 3305205(3)(a)

A. Definition of an “Educated Person”

NVA will provide an environment in which students can become an educated citizenry through a dynamic, interactive, academic program with a tempo set by student capabilities, not textbooks. Students will be competent in the basics, such as, reading, writing, math, science, and social studies. They will also have opportunities to become well-rounded learners with training in technology, fine arts, and foreign language.

NVA’s educational program will seek to provide an opportunity for each student to develop to his or her maximum potential. The objectives for the educational program are, among other things, to:

1. Foster self-discovery, self-awareness, and self-discipline;
2. Develop an awareness of and appreciation for cultural diversity;
3. Stimulate intellectual curiosity and growth;
4. Provide fundamental career concepts and skills;
5. Help the student develop sensitivity to the needs and values of others and respect for individual and group differences;
6. Help each student strive for excellence and instill a desire to reach the limit of his or her potential;
7. Develop the fundamental skills which will provide a basis for lifelong learning; and
8. Be free of any cultural, ethnic, sexual, or religious bias.

B. Methods of Instruction

All courses of instruction will comply with state statutes and the rules of the Idaho State Board of Education.

1. Traditional Face-to-Face Instruction

- a. Traditional face-to-face teaching means a course taught by a person who holds a certificate pursuant to Sections 33-1201 and 33-1207, Idaho Code, and where the students and teachers are not separated by distance or time.
- b. Teachers will be engaged in the act of face-to-face throughout the day using a variety of proven teaching techniques including: tactile, visual, kinesthetic, auditory, group, and independent approaches. By taking into account and addressing the varying developmental rates and learning modalities of the student population, it is possible through this direct-teaching and monitoring approach to keep curricula challenging and the expectations for learning high.

2. Blended Program: Ref. Idaho Code 33-5702(1) (See Also, Tab 10)

- a. "Blended program" participants must enroll in the minimum number of online courses required to meet the hourly ADA requirements for half-day attendance set forth by the Idaho State Department of Education, **and** will also be required to participate in courses and activities at school. There they will receive instruction in character education and take offered electives from NVA teachers. This instruction will be overseen and monitored by the Principal/Designee.
- b. All blended program students will be required to attend either the "Rise and Shine" ceremony for K-6 students or the "Above and Beyond" ceremony for 7-12 students. Students will arrive on time and in dress code for these events. All blended program students must participate in at least one whole school event per trimester.
- c. Blended program students will be invited to all whole school events, i.e., assemblies, field trips, academic fair, Christmas program, Spelling Bees, Geography Bees, etc.
- d. All blended program students are eligible to participate in NVA extracurricular activities.

IV. Curricular Emphasis

A. How Learning Best Occurs: Ref. 33-5205(3)(a)

The curriculum will reflect our belief that learning best occurs when:

1. Students are actively engaged in integrated and meaningful tasks;
2. Students see the connection between what they learn and the real world;
3. Students work individually and as members of a group;

4. Students, parents, and educators work together to identify academic and personal learning goals, support;
5. Students accept responsibility for learning as an intrinsic part of the educational program;
6. Students are supported by mentors and advocates;
7. All students have advanced learning opportunities;
8. Students see themselves as part of the community and find ways to serve the community;
9. Students are allowed to make mistakes in order to achieve success;
10. A positive and productive learning environment is provided; and
11. Students are given time to reflect on the value and purpose of what they learn.

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

B. Core of Instruction

Instruction is inclusive of subject matter content and course offerings. Patterns of instructional organization will be determined by a qualified School Administrator and teaching team. NVA will assure students meet the school standards with the state standards as a minimum. This includes special instruction that allows Limited-English Proficient students to participate successfully in all aspects of the school's curriculum and keep up with other students in the standard education program. It also includes special learning opportunities for accelerated, learning disabled students, and students with other disabilities.

C. Remediation

Evaluation of progress assessment data could prompt additional help that could include in-class remediation, tutoring, or evaluation for Special Education services. Data indicators include, but are not limited to:

1. Not reaching grade level on state adopted standardized tests;
2. Reading below grade level as determined by IRI in grades K – 3; grades 4 – 12 teachers will use multiple sources of data such as classroom grades, fluency checks, comprehension checks, and/or computerized programs to determine a student's reading level; and/or

3. Failure to do math at grade level as determined by program assessments and/or on state adopted standardized tests.

D. Instructional Methodologies

All curriculum taught at NVA will be reviewed and approved by NVA's Board.

1. *Ron Clark's, "Essential 55"*

NVA may utilize Ron Clark's, "Essential 55," which among other things enables students to develop the following important life skills: accepting responsibility for personal decisions and actions; honesty, courage, and integrity; a healthy lifestyle; empathy, courtesy, and respect for differences among people; self-confidence; concentration and perseverance; responsible time management; assuming a fair share of the work load; and working cooperatively with others to reach group consensus. NVA will strongly encourage every parent to read the book. This will familiarize them with Clark's code of conduct and methodologies, which will be used by teachers.

2. *Great Expectations*

NVA will utilize *Great Expectations*, which is a professional development program that:

- a. provides teachers and administrators with the skills needed to create harmony and excitement within the school atmosphere;
- b. creates an infrastructure that promotes improved student self-esteem, attendance, discipline, and parent participation - all of which result in improved academic achievement; and
- c. is grounded in the belief that all students can learn, no matter what labels have been placed on them.

3. *Cowboy Ethics*

NVA may utilize *Cowboy Ethics*, by James P. Owens, which is a character education program that is dedicated to the belief that everyone needs a code or creed to live by:

- a. live each day with courage;
- b. take pride in your work;
- c. always finish what you start;
- d. do what has to be done;
- e. be tough, but fair;
- f. when you make a promise, keep it;
- g. ride for the brand;
- h. talk less and say more;

- i. remember that some things aren't for sale; and
- j. know where to draw the line.

4. *Blended Curriculum* (See Tab 10)

E. Instruction Courses

At appropriate grade levels, instruction will include, but not be limited to, the following:

1. Language Arts and Communication will include instruction in reading, writing, English, literature, technological applications, spelling, speech, and listening;
2. Mathematics will include instruction in addition, subtraction, multiplication, division, percentages, mathematical reasoning, and probability;
3. Science will include instruction in applied sciences, earth and space sciences, physical sciences, and life sciences; and
4. Social Studies will include instruction in history, government, geography, economics, current world affairs, citizenship, and sociology.

NVA may use the unique aspects of the Core Knowledge® Sequence to meet or exceed all Idaho State Standards and benchmarks.

The Core Knowledge® Sequence will expose students in each grade to a broad range of historical, scientific, and cultural topics that will build on one another to prepare them for later educational success. This wide array of subject matter will not only develop cultural literacy but also will build the strong vocabulary necessary for *true* reading comprehension.

Core Knowledge® tries to develop cultural literacy in a way that is systematic but leaves room for creativity for both teacher and student. This curriculum eliminates the gaps and repetition that characterize a curriculum in which textbooks and programs are selected more or less at random.

F. Grading Procedures

NVA students will be required to meet established academic standards and graduation requirements adopted by the Board, reference IDAPA 08.02.03.105. (See Tab 3, V, 5 and D. for grading procedures for students enrolled in Special or Alternative Programs.)

NVA will utilize a report card developed by the teachers and Principal to indicate growth as well as achievement. All NVA students will be evaluated on the same platform so parents will be able to detect whether their student is growing in each academic area throughout the year. Students with limited language will be gaining growth tools so their evaluation will typically reflect growth more than achievement.

G. Other Required Instruction

1. *Grades K-8*

- a. Other instruction
 - Fine Arts (art and music)
 - Health (wellness)
 - Physical Education (fitness)
- b. Additional instructional options as determined by NVA may include:
 - Foreign Language (Spanish)

2. *Plan for Dual Enrollment Participation*

Students enrolled in NVA will be allowed to participate in dual enrollment with traditional public schools as required by Idaho Code 33-203. Dual enrollment options will be subject to district procedures as allowed in Idaho Code 33-203(1).

Parents will be provided information concerning dual enrollment options and requirements. State funding of a dually enrolled student will be only to the extent of the student's participation in the public school programs.

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

3. *Secondary Curriculum (Grades 7-12)* The secondary curriculum is composed of college-prep required classes and elective classes.

- a. Sample Schedule of Required and Elective Class Offerings by Grade

Sample Freshman Schedule	Sample Sophomore Schedule
English 1	English 2
Appropriate Math or Algebra II	Appropriate Math or Geometry
Physical Science	Biology/Anatomy
World Cultures	History I
Business Communications/Speech/Humanities	Health/PE/Humanities
<i>Elective (See Table Below)</i>	<i>Elective (See Table Below)</i>
Sample Junior Schedule	Sample Senior Schedule
English 3 or English 101	English 4 or English 102
Appropriate Math or College Algebra	Appropriate Math or College Algebra
Chemistry or Appropriate Science	Appropriate Science
History II	American Government
<i>Elective</i>	Economics
	Senior Project

Dual Credit Elective Classes in association with College of Southern Idaho (CSI) and/or Idaho Digital Learning Academy (IDLA)	
Academic:	Tech Prep:
English 101	Introduction to Painting
English 102	Introduction to Drawing
College Algebra	Co-op Ag
Government	Co-op Business Ed.
Economics	Co-op FAMCS
Accounting	Computer Applications
Spanish	PC Troubleshooting
IDLA	Photoshop

b. North Valley Academy Required Graduation Credits
(which exceed State of Idaho Graduation Requirements)

English (including Speech).....	8
Science	8
Mathematics.....	8
Social Science	6
Humanities.....	2
Health	1
Electives	13

(Coursework must include senior project and speech requirements. Highly recommend two (2) credits in computer operation.)

Total North Valley Academy Credits at Graduation 46

GPA of 60% on a 100% scale to receive a diploma

Pass 10th grade ISAT

All North Valley Academy secondary students are required to attend school full-time, unless dually enrolled as allowed by statute. Full-time attendance can be accomplished through physically attending the school for face-to-face instruction or participation in the blended program, which is a combination of online courses **and** courses at school.

North Valley Academy will require incorporation of heroes in the state-mandated senior project. The project will be completed independently and in coordination with student senior classes.

All North Valley Academy secondary students will take the state-mandated college entrance exams.

d. Number of credits available in dual-credit classes in association with College of Southern Idaho (CSI) and/or Idaho Digital Learning Academy (IDLA)

Tab 3: Educational Programs and Goals

Academic:		Tech Prep:	
English 101	3	Introduction to Painting	1
English 102	3	Introduction to Drawing	1
College Algebra	3-5	Computer Applications	1
Government	3	PC Troubleshooting	1
Economics	3	Photoshop	1
Accounting	3-4		
Spanish	4-8		
TOTAL NUMBER OF POSSIBLE CREDITS	22-29	TOTAL NUMBER OF POSSIBLE CREDITS	5

*This is the standard toward which NVA will be working. However, NVA recognizes students will need to be given the necessary instructional time in order to achieve this standard. NVA plans to “grow” our students into this standard.

H. Alternative Credit Options (See Also, Tab 10)

In addition to regular classroom-based instruction, students may earn credit through the following means:

1. *Blended Program Courses* (See Tab 10)
2. *Correspondence Courses*

NVA will permit a student to enroll in an approved correspondence course from an institution approved by the Idaho State Department of Education, in order that such a student may include a greater variety of learning experiences within the student’s educational program.

High school students may earn, through correspondence, a maximum number of units of academic credit to be applied toward graduation requirements.

Only courses offered by institutions recognized by the Board will be accepted. The express approval of the Principal/Designee will be obtained before the course is taken.

Credit for correspondence courses may be granted provided the following requirements are met:

- a. prior permission has been granted by the Principal/Designee; and
- b. the program fits the education plan submitted by the regularly enrolled student.

An official record of the final grade must be received by the school before a diploma may be issued to the student.

Provision of educational programs and services such as HIV/AIDS education, family life/sex education, occupational education, driver education, guidance and counseling services, summer

school programs, parent education programs, social work, and psychological services will be identified based on need. The Board, Principal, and staff will work together to determine the need for, and estimated cost and value of the above programs. These programs will be provided as required by Idaho Code §33-1612 and the rules governing thoroughness at IDAPA 08.02.030.

V. Special or Alternative Programs: Ref. Idaho Code § 33-5205(3)(q)

A. Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation, (Section 504), and the American's with Disabilities Act (ADA)

NVA provides a Special Education Program in accordance with federal and state regulations and guidelines. Specifically, NVA adopts and complies with the current *Idaho Special Education Manual* from the State Department of Education. To the best of our knowledge this manual reflects IDEA guidelines and Special Education Best Practices. The NVA Special Education administrator will be the IDEA, Section 504, and ADA Compliance Officer.

NVA will to ensure that students who are disabled within the definition of IDEA, Section 504, and ADA are identified, evaluated and provided with appropriate educational services. For those students who need or are believed to need special instruction and/or related services under IDEA, Section 504, and ADA, NVA will establish and implement a system of procedural safeguards. The safeguards will cover students' identification, evaluation, and educational placement. This system will include: notice, an opportunity for the student's parent to examine relevant records, an impartial hearing with opportunity for participation by the student's parent, and a review procedure.

1. Terminology

NVA has identified the following terms as specific to this section and important for clarity to avoid confusion and incorrect use of terms in this elementary and secondary school context:

Accommodation: a term correctly used in the context of public accommodations and facilities; an individual with a disability may not be excluded, denied services, segregated or otherwise treated differently than other individuals by a public accommodation or commercial facility; (term is not to be confused with "reasonable accommodation," discussed below).

Equal access: equal opportunity of a qualified person with a disability to participate in or benefit from educational aids, benefits, or services.

Free and appropriate public education (FAPE): a term used in the elementary and secondary school context; refers to the provision of regular or special education and related aids and services that are designed to meet individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met and is based upon adherence to procedures that satisfy the IDEA, Section 504, and ADA requirements pertaining to educational setting, evaluation and placement, and procedural safeguards.

Placement: a term used in the elementary and secondary school context; refers to regular and/or special educational program in which a student receives educational and/or related services.

Reasonable accommodation: a term used in the employment context to refer to modifications or adjustments employers make to a job application process, the work environment, the manner or circumstances under which the position held or desired is customarily performed, or that enable a covered entity's employee with a disability to enjoy equal benefits and privileges of employment; this term is sometimes used incorrectly to refer to related aids and services in the elementary and secondary school context.

Related services: a term used in the elementary and secondary school context to refer to developmental, corrective, and other supportive services, including psychological, counseling and medical diagnostic services and transportation.

2. Eligibility

NVA will provide a free and appropriate public education (FAPE) to qualified students who have a physical or mental impairment that substantially limits one or more major life activities.

A free and appropriate public education will consist of regular or special education and related aids and services designed to meet the individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met.

“Qualified students with a disability” for whom NVA will provide these services are students with a disability who are: of an age at which students without disabilities are provided elementary and secondary educational services; of an age at which it is mandatory under state law to provide elementary and secondary educational services to students with disabilities; or a student to whom a state is required to provide a free appropriate public education under the Individuals with Disabilities Education Act (IDEA).

A certified special education teacher will be responsible to monitor Individual Education Plans (IEPs) and supervise the implementation as written. The special education teacher, or an educational assistant under his/her supervision, will provide services in an inclusion or a pullout model depending on the degree of intervention necessary to meet the student’s needs. The special education teacher will consult with the general education staff to utilize effective classroom interventions, adaptations, and modifications.

Student’s protected under IDEA, Section 504, and ADA will be determined to: 1) have a physical or mental impairment that substantially limits one or more major life activities; 2) have a record of such impairment; or 3) be regarded as having such impairment. The determination of whether a student has a physical or mental impairment that substantially limits a major life activity will be made on the basis of an individual inquiry.

The definition of a physical or mental impairment, as defined in the Section 504 regulation, at 34 C.F.R. 104.3(j)(2)(i), is any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological;

musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

NVA will also consider a student's use of mitigating measures in determining whether the student is substantially limited in a major life activity. Examples of "mitigating measures" include corrective eyeglasses and medications. Major life activities, as defined in the Section 504 regulation at 34 C.F.R. 104.3(j)(2)(ii), include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

3. Evaluation

NVA will utilize evaluative procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need special education and/or related services because of disability that ensure students are not misclassified, unnecessarily labeled as having a disability, or incorrectly placed, based on inappropriate selection, administration, or interpretation of evaluation materials.

NVA will conduct periodic re-evaluations at three-year intervals or more frequently if conditions warrant, such as prior to a significant change of placement, or if the student's parent or teacher requests a re-evaluation. Changes considered significant by NVA include, but are not limited to, exclusion from the educational program for more than 10 school days, transfer of a student from one type of program to another, or terminating or significantly reducing a related service.

NVA will obtain written parental consent for initial evaluations. Pursuant to Section 504 regulation, 34 C.F.R. 104.35(b), NVA will individually evaluate a student before classifying the student as having a disability or providing the student with special education. The determination of substantial limitation will be made on a case-by-case basis with respect to each individual student, in accordance with Section 504 regulation, at 34 C.F.R. 104.35 (c).

A temporary impairment does not constitute a disability for purposes of Section 504 unless its severity is such that it results in a substantial limitation of one or more major life activities for an extended period of time. The issue of whether a temporary impairment is substantial enough to be a disability will be resolved on a case-by-case basis, taking into consideration both the duration (or expected duration) of the impairment and the extent to which it actually limits a major life activity of the student.

Tests used by NVA for the determination of eligibility for services under IDEA, Section 504, and ADA will be selected and administered so as best to ensure that the test results accurately reflect the student's aptitude or achievement or other factor being measured rather than reflect the student's disability, except where those are the factors being measured. NVA will also utilize tests and other evaluation materials including those tailored to evaluate the specific areas of educational need and not merely those designed to provide a single intelligence quotient. The tests and other evaluation materials will be validated for the specific purpose for which they are used and appropriately administered by trained personnel.

The amount of information required will be determined by a multi-disciplinary committee appointed by NVA to evaluate the student. Said committee will be in compliance with the IDEA regarding the group of persons present when an evaluation or placement decision is made, including persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.

A physician's medical diagnosis may be considered among other sources in evaluating a student with a disability or believed to have a disability which substantially limits a major life activity. Other sources that will be considered, along with the medical diagnosis, include, but are not limited to: outside independent evaluation, if available; aptitude and achievement tests; teacher recommendations; physical condition; social and cultural background; and adaptive behavior.

Information from all sources will be documented and considered by the committee members. The weight of the information will be determined by the committee given the student's individual circumstances. NVA forbids committee members to evaluate a student suspected of having a disability by relying on presumptions and stereotypes regarding persons with disabilities or classes of such persons.

The committee members will make a recommendation to the Principal/Designee. The Principal/Designee will review the recommendation. The Board may be consulted if questions arise such as implementation. The Principal/Designee will notify the student's parent within 15 days of receipt of the committee's recommendation.

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

If parents disagree with the determination, a request for a due process hearing may be made.

4. Impartial Due Process Hearing

- a. If the parent of a student who qualifies under IDEA, Section 504, or ADA for special instruction or related services disagree with a decision of NVA with respect to: (1) the identification of the student as qualifying for IDEA, Section 504, or ADA; (2) NVA's evaluation of the student; and/or (3) the educational placement of the student, the parents of the student are entitled to certain procedural safeguards. The student will remain in his/her current placement until the matter has been resolved through the process set forth herein.
- b. The parent of the student may make a request in writing for an impartial due process hearing. The written request for an impartial due process hearing will identify with specificity the areas in which the parents are in disagreement with NVA;
- c. Upon receipt of a written request for an impartial due process hearing, a copy of the written request will be forwarded to all interested parties within three (3) business days of receipt of the same;

- d. Within ten (10) days of receipt of a written request for an impartial due process hearing, NVA will select and appoint an impartial hearing officer that has no professional or personal interest in the matter. In that regard, NVA may select a hearing officer from the list of special education hearing examiners available at the Office of Public Instruction, the county superintendent or any other person that will conduct the hearing in an impartial and fair manner;
- e. Once NVA has selected an impartial hearing officer, NVA will provide the parent and all other interested parties with notice of the person selected;
- f. Within five (5) days of NVA's selection of a hearing officer, a pre-hearing conference will be scheduled to set a date and time for a hearing, identify the issues to be heard and stipulate to undisputed facts to narrow the contested factual issues;
- g. The hearing officer will in writing notify all parties of the date, time and location of the due process hearing;
- h. At any time prior to the hearing, the parties may mutually agree to submit the matter to mediation. A mediator may be selected from the Office of Public Instruction's list of trained mediators;
- i. At the hearing, NVA and the parent may be represented by counsel;
- j. The hearing will be conducted in an informal but orderly manner. Either party may request that the hearing be recorded. Should either party request that the hearing be recorded, it will be recorded using either appropriately equipped or a court-reporter. NVA will be allowed to present its case first. Thereafter the parent will be allowed to present its case. Witnesses may be called to testify and documentary evidence may be admitted, however, witnesses will not be subject to cross-examination and the Idaho Rules of Evidence will not apply. The hearing officer will make all decisions relating the relevancy of all evidence intended to be presented by the parties. Once all evidence has been received the hearing officer will close the hearing. The hearing officer may request that both parties submit proposed findings of fact, conclusions and decision;
- k. Within twenty (20) days of the hearing, the hearing examiner should issue a written report of his/her decision to the parties;
- l. Appeals may be taken as provided by law. The parent may contact the Office of Civil Rights, 1244 Speer Blvd., Suite 310, Denver, Colorado 80204-3582, (303) 844-5695 or 5696.

5. *Grading Procedures for Special Education Students*

Students on an IEP will receive grades according to criteria set forth in Chapter 7 of *Idaho Special Education Manual*:

- a. Grades cannot be modified on the basis of special education status alone.
- b. Nondiscriminatory titles may be used for classes, report cards, and transcripts to designate adaptations or accommodations in general education classes.
- c. The provisions of adaptations or accommodations will be spelled out in the student's IEP.
- d. Collaborative grading between general education teachers and special education teachers will be encouraged and considered appropriate. The grading procedure will be spelled out in the IEP.
- e. Kindergarten through eighth-grade report cards may have asterisks or other identification stating the class was from special services, (i.e., resource room, enrichment class, speech therapy, etc.)

6. *Disciplinary Procedures for Special Education Students*

The discipline procedures adopted in the *Idaho Special Education Manual* will be utilized in disciplinary matters for students with disabilities attending NVA. These adopted policies and procedures will meet the requirements of IDEA, Section 504, and ADA.

B. Title I Parent Involvement

The parents of students identified to participate in Title I programs will receive from the school Principal/Designee and Title I staff an explanation of the reasons supporting each student's selection for the program, a set of objectives to be addressed, and a description of the services to be provided. Opportunities will be provided for the parents to meet with the classroom and Title I teachers to discuss their student's progress. Parents will also receive guidance as to how they can assist at home in the education of their students.

NVA endorses the parent involvement goals of Title I and encourages the regular participation of parents of Title I eligible students in all aspects of the program. The education of students is viewed as a cooperative effort among the parents, school, and community.

Pursuant to federal law NVA will develop jointly with, agree upon with, and distribute to parents of students participating in the Title I program a written parent involvement policy.

NVA parents will be notified at the beginning of the school year if the school is identified for Title I school improvement, the reasons for that designation, how the school is addressing the achievement problem, how parents can help address the problem, and the option they have as parents to transfer their student to another public school with transportation provided.

At the required annual meeting of Title I parents, parents will have opportunities to participate in the design, development, operation, and evaluation of the program for the next school year. Proposed activities to fulfill the requirements necessary to address the requirements of parental-involvement goals will be presented.

1. *Meetings*

In addition to the required annual meeting, at least three (3) additional meetings will be held at various times of the day and/or evening for parents of students participating in the Title I program. These meetings will be used to provide parents with:

- a. Information about programs provided under Title I;
- b. A description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet;
- c. Opportunities to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their students; and
- d. The opportunity to bring parent comments, if they are dissatisfied with the school's Title I program, to NVA level.

Title I funding, if sufficient, may be used to facilitate parent attendance at meetings, through payment of transportation and childcare costs.

2. School-Parent Compact

NVA will use Title I funds primarily at the elementary level, and will develop jointly with parents of students served in the program a "School-Parent Compact" outlining the manner in which parents, school staff, and students share the responsibility for improved student academic achievement in meeting state standards. The "School-Parent Compact" will:

- a. Describe the school's responsibility to provide high quality curriculum and instruction in a supportive and effective learning environment enabling students in the Title I program to meet the state's academic achievement standards;
- b. Indicate the ways in which each parent will be responsible for supporting their student's learning, such as monitoring attendance, homework completion, and television watching; volunteering in the classroom; and participating, as appropriate, in decisions related to their student's education and positive use of extracurricular time; and
- c. Address the importance of parent-teacher communication on an ongoing basis with, at minimum, parent-teacher conferences, frequent reports to parents, and reasonable access to staff.

3. Guidelines and Responsibilities

In order to achieve the level of Title I parent involvement desired by Charter School policy on this topic, these procedures guide the development of each school's annual plan designed to foster a cooperative effort among parents, school, and community.

- a. Guidelines

Parent involvement activities developed through every grade level will include opportunities for:

- i. Volunteering;
- ii. Parent education;
- iii. Home support for the student's education; and
- iv. Parent participation in school decision making.

The school system will provide opportunities for professional development and resources for staff and parents/community regarding effective parent involvement practices.

b. Roles and Responsibilities

i. Parents. It is the responsibility of the Title I parents to:

- 1) Actively communicate with school staff;
- 2) Be aware of rules and regulations of school;
- 3) Take an active role in the student's education by reinforcing at home the skills and knowledge the student has learned in school; and
- 4) Utilize opportunities for participation in school activities.

ii. Staff. It is the responsibility of staff to:

- 1) Develop and implement a school plan for parent involvement;
- 2) Promote and encourage parent involvement activities;
- 3) Effectively and actively communicate with all parents about skills, knowledge, and attributes students are learning in school and suggestions for reinforcement;
- 4) Send information to parents of Title I students in a format and, to the extent practicable, in a language the parents can understand.

iii. Community. Community members who volunteer in the schools have the responsibility to:

- 1) Be aware of rules and regulations of the school;
- 2) Utilize opportunities for participation in school activities.

ix. Administration

It is the responsibility of the administration to:

- 1) Facilitate and implement the Title I Parent Involvement Policy and Plan;
- 2) Provide training and space for parent involvement activities;
- 3) Provide resources to support successful parent involvement practices;
- 4) Provide in-service education to staff regarding the value and use of contributions of parents and how to communicate and work with parents as equal partners;

- 5) Send information to parents of Title I students in a format and, to the extent practicable, in a language the parents can understand.

C. Gifted and Talented Program: Ref. Idaho Code § 33-2003

Section 33-2001, Idaho Code describes gifted/talented students as “...those students who are identified as possessing demonstrated or potential abilities that give evidence of high performing capabilities in intellectual, creative, specific academic, or leadership areas, or ability in the performing or visual arts and who require services or activities not ordinarily provided by the school in order to fully develop such capabilities.” All public schools, including charter schools, must identify and serve gifted/talented students.

By law, NVA is required to provide for special instructional needs of gifted and talented students enrolled in NVA. The Board, in conjunction with the Principal and staff, will develop the State required plan for NVA’s gifted/talented program. The Plan will include a philosophy statement, definition of giftedness, program goals, program options, identification procedures and a program evaluation. NVA’s initial plan will be submitted to the Department of Education. Pursuant to State Board mandate, the Plan will be updated every three (3) years.

The Board designates the Principal to be responsible for development, supervision and implementation of NVA’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.

D. Limited-English Proficiency (LEP) Program

NVA anticipates an enrollment ranging from 240-442 students. The ethnic minority in Gooding County, and consequently NVA is Hispanic. NVA anticipates limited-English proficient (LEP) students to make up 10-20% of total enrollment.

For program details, please see NVA’s LEP Program, Appendix P.

TAB 4: MEASUREMENT OF STUDENT PROGRESS

I. Measurable Student Educational Standards: Ref. Idaho Code § 33-5205(3)(b)

NVA's goal is to accomplish these educational standards annually:

A. Standard 1

Students at NVA enrolled continuously from the beginning of the school year, will show annual academic improvement as measured by:

1. 70% of K – 3 students will receive a score of proficient or better as measured by the Idaho Reading Indicator.
2. 70% of students will receive a score of proficient or above in all required subjects as measured by the Idaho Standards Achievement Test (ISAT).
3. 75% of students will achieve satisfactory or above in core subjects on academic progress reports as measured by teacher developed classroom assessment tools, such as, but not limited to culminating portfolios, assignments, quizzes and tests. Tools will be an ongoing development starting the first day of school. When NVA is fully staffed, every teacher will meet with his/her colleagues in the grade below and the grade above to align expectations. Established standards will be reviewed and aligned with the curriculum to ensure teachers are preparing students for success at the next grade level, i.e., kindergarten teaches to first grade and above, first grade teaches to second grade and above, etc. Staff will also review student accomplishment records to direct their teaching efforts most effectively.

B. Standard 2

Ninety-five percent (95%) of all students, K-12, will develop and maintain a career portfolio.

1. *Completion/progress monitoring benchmarks are:*
 - a. All students will achieve satisfactory status or above for 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. All eighth-grade students will develop an educational plan including a four year high school and a four year post high school career/education plan as part of their career portfolio.

- c. 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 and reviewed by the parents.

C. Standard 3

Ninety-five percent (95%) of students currently enrolled at NVA in grades 11 and 12 will participate in the ACT and Compass tests. Seventy-five percent (75%) of students who complete the ACT and Compass tests will score 20 or higher on the ACT and will meet or exceed the college entrance cut-off established by College of Southern Idaho (CSI) for the Compass Test.

II. Measurable Student Progress: Ref. Idaho Code § 33-5205(3)(c)

A. Mastery Level

We will meet the goals identified in this Charter petition by 2012 when 75% of students:

1. Score at levels considered proficient or above on standardized tests after a period of two consecutive academic years at NVA.
2. Read by third grade at the level considered proficient or above as measured by Idaho Reading Indicator (IRI).
3. Produce work that depicts acquired, integrated, extended, refined and meaningful utilization of information as measured by required State IRI and ISAT assessments.
4. Reflect positive growth on the parent surveys done yearly on the student's attitudes and habits toward, but not limited to, work ethic, honesty, taking responsibility, self-confidence, knowledge, etc.
5. Reflect positive growth on self-assessment surveys done yearly on attitudes and habits toward task performance.

B. Achievement of Assessments

Seventy-five percent (75%) of students in attendance at NVA will be expected to improve their personal scores in all aspects of the following assessments, which will ultimately improve NVA's overall scoring:

Idaho Reading Assessment, Grades K– 3
ACT – 11, 12
ISAT assessment, Grades 2-10

III. Standardized Testing: Ref. Idaho Code § 33-5205(3)(d)

A. Statewide Assessments

The students at NVA will be evaluated using the same standardized tests as other Idaho public school students.

B. Additional Assessments

Additional yearly assessment tools may be required as determined by the NVA Board.

C. 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 NVA, state, and national averages

D. Annual Reports to Idaho State Board of Education and Authorized Chartering Entity

Annual reports will be made to the Idaho State Board of Education and Authorized Chartering Entity, providing formative and summative data to demonstrate that the school is meeting all the performance standards prescribed by the State and other standards still under construction. This data can include emerging Idaho State Department of Education standards, benchmarks and/or NVA-developed criteria.

IV. Middle Level Credit System (IDAPA 08.02.03.107)

North Valley Academy developed and adopted a policy that addresses the following:

A. Credit Requirements

NVA shall require students to attain a minimum of eighty percent (80%) of the total credits attempted before the student will be eligible for promotion to the next grade level. NVA's credit system shall require a student to attain, at a minimum, a portion of the total credits attempted in each area in which credits are attempted except for areas in which instruction is less than a school year before the student will be eligible for promotion to the next grade level.

B. Credit Recovery

A student who does not meet the minimum requirements of the credit system shall be given an opportunity to recover credits or complete an alternate mechanism in order to become eligible for promotion to next grade level.

C. Alternate Mechanism

NVA may establish an alternate mechanism to determine eligibility for grade level promotion. The alternate mechanism shall require a student to demonstrate proficiency of the appropriate content standards. All mechanisms established and used by NVA to demonstrate proficiency will be forwarded to the State Department of Education. Alternate mechanisms will be re-submitted to the Department when changes are made to the mechanism.

D. Attendance

Attendance shall be an element included in the credit system, alternate mechanism or both.

E. Special Education Students

The Individualized Education Program (IEP) team for a student who is eligible for special education services under the Individuals with Disabilities Education Improvement Act may, establish alternate requirements or accommodations to credit requirements as are deemed necessary for the student to become eligible for promotion to the next grade level.

F. Limited English Proficient (LEP) Students

The Educational Learning Plan (ELP) team for a Limited English Proficient (LEP) students, as defined in Subsection 112.04.d.iv. may, establish alternate requirements or accommodations to credit requirements as deemed necessary for the student to become eligible for promotion to the next grade level.

V. Accreditation: Ref. Idaho Code § 33-5205(3)(e) and 33-5210(4)(b)

A. State Accreditation of Charter School

NVA will be accredited through the State of Idaho as set forth by the rules and regulations of the Idaho State Board of Education. Update: NVA was accredited in 2008 per Northwest Accreditation Standards. Accreditation is updated and renewed annually.

B. Accreditation Standards

The Board will comply with all accreditation standards established by the Idaho State Board of Education. NVA will use one or more of the following standards as required by law:

1. Idaho Elementary/Secondary Accreditation Standards, dated October 17, 1996
2. Northwest Accreditation Standards
3. Idaho School Accreditation School Improvement Model

C. Accreditation Reports

NVA will submit all accreditation reports to the Elementary/Secondary Accreditation Committee in a timely manner.

VI. “No Child Left Behind” (NCLB)

Student learning is the primary focus for NVA. A Strategic Plan will be in place as part of our accreditation process with the State of Idaho. The Strategic Plan will be developed by the NVA Board, Principal, and staff representatives. The plan will outline, by year, educational steps including needed remediation for all educational goals identified. Explicit curriculum and procedures will be included in the Strategic Plan.

Plan for Improvement per NCLB

Should it be determined through our measurement systems that learning is being compromised, steps will be taken by the Principal and the Board to identify and target school and individual needs. A comprehensive plan of improvement will be developed that will examine curriculum, time on task, teaching instruction, and other important processes that affect student learning.

I. Description of Governance Structure

A. Governing Body

The Governing Body consists of Directors elected or appointed as set forth in the corporate bylaws section 4.3. The number of Directors constituting the Board of the Corporation will be not less than five (5) or more than seven (7) Directors. The function of the Board can be described as policy making and evaluating. The Board will have further duty of directing the financial means by which the educational program is conducted. They will also ensure that the community be informed of the needs, purposes, values, and status of NVA. The Board has ultimate responsibility for the fulfillment of the commitments in this charter and compliance with statute and administrative rule.

During the initial year of operation, the Board will be comprised of at least the following positions: chairman, vice-chairman, secretary, and treasurer. The responsibilities of these positions are outlined in the Corporate Bylaws.

The Board will be determined through elections as outlined in the Corporate Bylaws. The Corporate principals will remain the same unless the Articles of Incorporation are amended through the Idaho Secretary of State's office.

B. Liability

Upon approval, NVA will be liable for all acts, omissions, debts or other obligations. To the fullest extent permitted by law, NVA will defend, hold harmless and indemnify the State of Idaho, Idaho State Board of Education, State Charter School Commission, against any claim, action, loss, damage, injury liability, cost or expense of any kind or nature, including, but not limited to, attorney's fees and court costs, arising out of the operation of NVA and/or arising out of the acts or omissions of the agents, employees or contractors of NVA.

Upon approval, NVA will secure and maintain insurance for liability, errors and omissions, and property loss. Pursuant to Idaho Code § 33-5204(2), the Authorized Chartering Entity has no liability for the acts, omissions, debts, or other obligations of this public charter school. NVA may sue or be sued, purchase, receive, hold and convey real and personal property for school purposes, and borrow money for such purposes, to the same extent and on the same condition as a public school district. All employees, directors and officers will enjoy the same immunities as employees, directors and officers of traditional public schools.

II. Parental Involvement: Ref. Idaho Code § 33-5205(3)(f)

The Board will establish policies to ensure parental involvement. These requirements will not require the payment of tuition or mandatory service requirements, but will include requirements for parental participation in enrollment procedures, school policy recommendation, and student

discipline. NVA is a public school of choice and parents who choose this school for their students are agreeing to abide by the policies of the school.

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

III. Annual Financial and Programmatic Audits: Ref. Idaho Code § 33-5205(3)(k) and 33-5206(7) and 33-5210(3)

NVA will contract to conduct an annual financial audit as defined in Idaho Code 33-701 subsection 6. The audit will be a full and complete audit conducted yearly by a qualified and independent CPA chosen by the Board and contracted by the school. Appropriate financial statements will be prepared throughout the year and presented at the audit. The audit will be conducted in accordance with generally accepted auditing standards. The audit will be included in an annual report to the Authorized Chartering Entity, after approval by the Board, and submitted no later than October 15.

During the March or April Board meeting, NVA's Board, with assistance from the Principal, will appoint a committee consisting of least one Board member, the Principal, one teacher, two NVA parents, and one person at large (not affiliated with NVA) who will conduct a programmatic audit each year targeting the parameters of this petition. The audit will be conducted as required by section 33-5205(3)(k), Idaho Code, and the conclusions will be reported to the Authorized Chartering Entity with suggestions for policy and program changes intended to improve the educational services provided to the students.

The programmatic audit report will also be included in an annual report to the Authorized Chartering Entity and submitted no later than October 15.

I. Employee Qualifications

A. General Qualifications and Practices

NVA's staff will meet or exceed qualifications required by state law, including the following:

1. All individuals to be employed by NVA will possess the personal characteristics, knowledge base, and successful experiences necessary for meeting the requirements of this Charter.
2. Administrative and instructional staff will be certified teachers, or a waiver or another limited certification option will be obtained as provided by rules of the Idaho State Board of Education. All instructional staff will be highly qualified as required by the "No Child Left Behind Act."
3. NVA will follow the same personnel practices as are required by the Idaho Code. This will include supervision, evaluation, and dismissal as detailed by the Idaho Code.
4. Those required by Idaho Code § 33-5210(4)(d), 33-130, & 33-512 and others the Board or Administrator require will undergo State of Idaho criminal background checks including the FBI finger-printing checks.
5. Teachers will be evaluated according to the procedures outlined in Idaho Code § 33-513. The Parent Committee may make recommendations regarding teacher and/or administrator evaluations.
6. The school will employ as many teachers as course loads demand and as qualified applicants are available. All staffing decisions will be made with the needs of the students being the highest priority.
7. Student/Teacher ratios will be recommended by the Administrator or Parent Committee and subject to Board approval. Student/Teachers ratios established may require the Board to hire additional staff to ensure adequate services or dismiss staff members to ensure fiscal responsibility.
8. An experienced Clerk of the Board will be hired to be responsible for payroll, data entry, and records management.

II. Professional Development

A. General Trainings

A series of professional and in-house professional development sessions will be conducted to train personnel in the unique aspects of NVA. Training may include, but is not limited to:

- a. Instructional models methodology to insure the consistency of instruction
- b. The systems approach to school climate
- c. The Math Concept Board
- d. Language Arts
- e. Vocabulary
- f. Expectations training
- g. Classroom pacing
- h. Rules and Reasons – Student Behavior Plans
- i. Memorization and dramatization
- j. Citizen of the Week/Citizen of the Month
- k. Hall of Fame
- l. Homework
- m. Utilizing parent volunteers
- n. Effective use of educational assistants
- o. Modeling as a staff
- p. Capturing teaching time

B. Learning Management System (LMS) Training (See Appendix AH)

NVA staff will be attending a training on June 15, 2011, to learn the BrainHoney system that will replace Moodle as the learning management system used to present course content online. The LMS training and operation will be facilitated by Idaho Digital Learning Academy (IDLA). IDLA will maintain the pre-packaged courses students will use. The NVA tech person will manage/update the software. The annual seat license will be funded by NVA from M&O.

NVA has incorporated professional development into the “Merit Pay Policy” by requiring all teachers to teach a professional development course to the other staff members as the leadership piece of the upcoming merit pay section of the Students Come First program. NVA is beginning this year by hiring IDLA to teach all teachers to use our new LMS “Brain Honey.”

Hardware or network support for homebound students will be offered by the provider first, and NVA staff second. NVA will not provide any hardware for students participating in the NVA blended program courses at home. (See Also, Tab 10)

III. Standards for Teachers of Online Courses (See Also, Tab 10)

Teachers of online courses will be trained to meet the ten standards as recommended by the State Board of Education as well as being Idaho Certified teachers. (Onsite teachers who will be teaching or supervising delivery of online courses will be trained to meet the ten standards identified by the State Board of Education as needed.) Teachers will either take professional development which addresses the standards or show proof of having taken such a course or have experience in online teaching.

IV. Health and Safety Procedures: Ref. Idaho Code § 33-5205(3)(h)

NVA complies with the provisions of Idaho Code to ensure the health and safety of staff and students by implementing health and safety policies and procedures.

The policy/procedure in its entirety may be found in NVA's Policy Manual, the bulk of which will be modeled after the "Charter School Model Policy Manual" created by the Idaho School Board Association. Applicable policies and procedures will be included in the student handbook. Some of NVA's applicable health and safety policies and procedures and their references are listed below:

1. Criminal History/Background Check Policy (See Appendix)
2. Equal Employment Opportunity and Non-Discrimination Policy (See Appendix)
3. Sexual Harassment/Sexual Intimidation in the Workplace Policy (See Appendix)
4. Staff Complaints/Uniform Grievance Procedure (See Appendix)
5. Substance- and Alcohol-Free Workplace Policy (See Drug Policy in "Health and Safety Policies & Procedures" section in *North Valley Academy Student Handbook*)
6. Tobacco-Free Policy (See Appendix)
7. Weapons Policy (See Code of Conduct in "Health and Safety Policies & Procedures" section in *North Valley Academy Student Handbook*)
8. Facilities Inspection Policy (See Tab 3 , II, A, 2, a)
9. First Aid/Emergency Treatment Policy (See Appendix)
10. Medication Administration Policy (See Medications in "Health and Safety Policies & Procedures" section in *North Valley Academy Student Handbook*)
11. Discipline Policies (See *Tab 7* and Discipline Procedures in "Health and Safety Policies & Procedures" section in *North Valley Academy Student Handbook* for additional information), including, but not limited to, Truancy, Detention, Suspension, and Expulsion

V. Employee Benefits: Ref. Idaho Code § 33-5205(3)(m)

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. NVA will make all employer contributions as required by PERSI, and Federal Social Security. NVA will also pay for workers compensation insurance, unemployment insurance, and any other payroll obligations of an employer as required by Idaho Code 33-1279. NVA will also allow for accumulation of sick leave as allowed by Idaho Code 33-1217. The Board will provide health insurance and may establish other benefits.

VI. Transfer Rights: Ref. Idaho Code § 33-5205(3)(o) & 33-1217

The transfer rights of an employee choosing to work at NVA and the rights of such employees to return to any non-charter school after employment at NVA will be dependent upon the school district from which an employee might transfer. NVA claims no transfer rights.

The Board for NVA will provide coverage for their employees with the Public Employee Retirement System, federal social security, unemployment insurance, and worker's compensation insurance.

VII. Collective Bargaining: Ref. Idaho Code § 33-5205(3)(p)

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

VIII. Teachers and Administrators Under Contract: Ref. Idaho Code § 33-5206(4)

All teachers and administrators will be on a written contract approved by the Superintendent of Public Instruction.

TAB 7: ADMISSION PROCEDURES: Ref. Idaho Code § 33-5205(3)(j)

I. Admission Procedures

NVA will be open to all students, on a space available basis within each grade level as established by the Board. The school will not discriminate based on race, creed, color, gender, national origin, or ancestry. Special needs of students will not be a factor in admission decisions. The school will not charge tuition for students residing in the state of Idaho, levy taxes, or issue bonds. The Board may choose to charge student fees as allowed by state law. The parameters and procedures set forth in the following Items A-I, are applicable to students wishing to enroll in both NVA and NVA's blended program courses. NVA will conduct a separate lottery for students wishing to enroll in NVA's blended program courses. (See Also, Tab 10)

A. Enrollment Deadline

NVA will establish an enrollment deadline by which date all requests for admission to attend NVA for the next school year must be received. Late applications will be accepted for admission for slots remaining open and/or in addition to waiting lists at any time.

B. Requests for Admission

A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a student in Idaho, may make a request in writing for such student to attend NVA. The request for admission will contain the name(s) and grade(s) of student(s) seeking enrollment in NVA, address, and telephone number of each prospective family. In the case of a family with more than one student seeking to attend NVA, a single request for admission must be submitted on behalf of all siblings.

If the initial capacity of NVA is insufficient to enroll all prospective students, then an equitable selection process, such as a lottery or other random method, will be utilized to determine which prospective students will be admitted to NVA, as described in IDAPA 08.02.04.203.09. Only those written requests for admission submitted on behalf of prospective students that are received prior to the enrollment deadline established by NVA will be permitted to participate in the equitable selection process.

C. Admissions Preference

NVA will establish admission preference as authorized by Section 33-5205(3)(j), Idaho Code, for students returning to NVA, students of founders, siblings of students already selected to attend NVA, and those in the primary attendance area.

1. Founders

Founders will be defined as those persons:

- a. involved in the initial writing of the petition for the Charter of NVA, by:

- i. researching start-up facilities sites
 - ii. budget planning
 - iii. writing policies and definitions
- b. Those individuals who have made a significant contribution to the development and establishment of NVA as defined by the Board.

D. Priority of Preferences for Initial Enrollment

1. *Selection Hierarchy*

Admission preferences for initial enrollment of students for NVA will have the selection hierarchy as described in Section 33-5205 of the Idaho Code and IDAPA 08.02.04.203.

2. *Attendance Areas*

The primary attendance area for NVA will be Gooding School District boundaries.

3. *Re-enrollment*

Once enrolled in NVA, students will not be required to reapply each year thereafter. Hence, once admitted, a student will not be removed because another student seeks admission.

E. Priority Preferences for Subsequent Enrollment Periods

NVA will have admission preferences for enrollment of students in subsequent school years, with the selection hierarchy with respect to such preferences outlined in Section 33-5205 of the Idaho Code:

1. First priority group: students returning to NVA;
2. Second priority group: children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school;
3. Third priority group: siblings of pupils already selected by the lottery or other random method;
4. Fourth priority group: applicants in primary attendance area; and
5. Fifth priority group: applicants outside of primary attendance area

Beginning with the 2010-2011 school year, North Valley Academy amends the priority preference as follows:

Children of full-time employees of the public charter school will be included within the first priority group, subject to the limitations therein. Otherwise, such children shall be included in the third priority group, subject to the limitations therein.

North Valley Academy will include the following children within the second priority group, subject to the limitations therein:

1. Children of full-time employees of NVA, and
2. Children who attended NVA within the previous three (3) school years, but who withdrew as a result of the relocation of a parent or guardian due to an academic sabbatical, employer or military transfer or reassignment.

F. Proposed Attendance List

Each year NVA will maintain a proposed attendance list containing the names of all prospective students on whose behalf a timely request for admission was received, separated by grade level. The proposed attendance list may contain columns next to the name of each student, in which NVA will designate admission preferences applicable to each prospective student. The columns might designate “A” for returning preference; “B” for founders preference; “C” for sibling preference, with a corresponding cross-reference to each of the siblings of the prospective student; and “D” for attendance area preference.

G. Provision for Over Enrollment: Equitable Selection Process

If the initial capacity of NVA is insufficient to enroll all prospective students, or if capacity is insufficient to enroll all prospective students in subsequent school years, then NVA will determine who will be offered admission to NVA by conducting a fair and equitable lottery selection process.

H. Final Selection List

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

1. *Notification and Acceptance Process*

- a. Within seven days after conducting the selection process, NVA will send an offer letter to the parent, who submitted an admission request on behalf of the student, advising the person that the student has been selected for admission to NVA. The offer letter must be signed by the student’s parent, and returned to NVA by the date designated in the offer letter from NVA.
- b. Within seven days after conducting the selection process, NVA will send a letter to the parent, or other person who has submitted an admission request on behalf of the student, advising them that the perspective student is not eligible for admission, but will be placed on a waiting list and may be eligible for admission at a later date if a seat becomes available. Ref. Idaho Code § 33-5205(3)(j)
- c. If a parent receives an offer letter on behalf of a student and declines admission, or fails to sign and return the offer in a timely manner by the date designated in the offer letter, then the name of that student will be stricken from the final selection list, and that seat will be made available to the next eligible student on the final selection list.

- d. If a student withdraws from NVA during the school year for any reason, then the seat that opens in that grade will be made available to the next eligible student on the final selection list.

2. *Subsequent School Years*

The final selection list for a given school year will not roll over to the next subsequent school year. If the capacity of NVA is not sufficient to enroll all prospective students during the next subsequent school year, then a new equitable selection process will be conducted by NVA for that year.

All prospective students who miss the enrollment deadline will be placed at the bottom of the final selection list in the order in which they are received. They will only receive admittance to NVA when all prospective students on the final selection list have been given the option of acceptance and there are still vacancies in the grade level needed.

I. Amendments

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

II. Disciplinary Procedures: Ref. Idaho Code § 33-5205(3)(l) & 33-210

A. Due Process

When school begins in the fall of each year, the Principal/Designee will review with staff and students NVA's expectations of students. At that time, the material contained in this handbook 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, the disciplinary action that will occur.

B. Consequences

Discipline actions and consequences for violations of school rules, regulations, and procedures include, but are not limited to, the following:

1. Student conference with the Principal.
 - a. Loss of privileges
 - b. Detention (lunch hour or before or after school)
 - c. Phone call to parent
 - d. Letter sent to the parent
 - e. Student and parent conference with Principal
 - f. Suspension from extracurricular activities
 - g. In-school suspension
 - h. Out-of-school suspension

- i. Referral to Status Offenders Service
 - i. Behavioral
 - ii. Attendance
 - iii. Truancies, etc.
 - j. Referral to Counselor or Student Specialist for intervention
2. Recommendation to Board for expulsion

The Principal determines appropriate consequences for infractions.

Both the seriousness of the violation and the number of violations will be considered in determining the proper disciplinary action(s) to be taken.

C. Suspension Policy

The Principal may temporarily suspend any pupil for disciplinary reasons. Procedure used for suspension will conform to the minimal requirements of due process.

1. *Temporary Suspension:*

NVA's Principal may temporarily suspend any student for disciplinary reasons or for other conduct disruptive of good order or of the instructional effectiveness of NVA. A temporary suspension by the Principal shall not exceed five (5) school days in length; and the Board may extend the temporary suspension an additional ten (10) school days. If the Board finds that immediate return to NVA by the temporarily suspended student would be detrimental to other students' health, welfare or safety, the Board may extend the temporary 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 NVA 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 temporary 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 temporary suspensions.

2. *In-school Suspension:*

In-school suspension can be for one (1) period to five (5) days. The student is assigned to a study area during the suspension. The missed period(s) or days do not count as absences and the student is allowed to complete all work for full credit.

D. Expulsion Policy

The Principal or Board may deny attendance at North Valley Academy by expulsion of 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 North Valley

Academy 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.

Any student who is within the age of compulsory attendance, who is expelled as herein provided, will come under the purview of the Juvenile Corrections Act, and the Principal or representative designated by the Board will, within five (5) days, give written notice of the student's expulsion to the Prosecuting Attorney of the county of the student's residence.

E. Reenrollment to School Following Expulsion

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

III. Alcohol, Tobacco, Drug Policy

NVA recognizes that substance abuse, the harmful use of drugs, tobacco and alcohol, and the problems associated with it are becoming increasingly commonplace in our society. We recognize that a student's involvement with drugs and alcohol may cause problems in their daily lives. We also recognize that in many instances a student's involvement can lead to the illnesses of chemical dependency and alcoholism. We support prevention, early intervention, and appropriate referral. Our intent is to identify and document any behavior/appearance that would be considered problematic to the student. We will be involved in disciplinary action when needed as outlined in the policy manual and student handbook. (See "Drug Policy" in "Health and Safety Policies & Procedures" section in *North Valley Academy Student Handbook*)

IV. Attendance Alternatives: Ref. Idaho Code § 33-5205(3)(n)

Because NVA is a new entity and not a conversion of an existing school, the attendance alternative will be the same as for those presently residing within the area. Students located

within the attendance area of NVA will have the option to enroll in existing public schools presently serving the area. No student will be required to attend NVA.

V. Public Notification of Enrollment Opportunities

In accordance with Idaho Code § 33-5205(3)(s), all advertising and promotion processes for NVA will include the dissemination of enrollment information, in English and possibly other language(s) taking into consideration the demographics of the area, at least three (3) months in advance of the enrollment deadline established by NVA each year, to be posted in highly visible and prominent locations within the area of attendance of NVA.

In addition, NVA will ensure that such process includes the dissemination of press release and/or public service announcements to media outlets that broadcast within, and/or disseminate printed publications within, the NVA area(s) of attendance.

NVA will ensure that such announcements are broadcast and/or published by such media outlets on not fewer 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 NVA, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs.

VI. Denial of School Attendance: Ref. Idaho Code § 33-5205(3)(i), 33-205, 33-206

NVA is a public school, open to all students based on the provisions provided within this petition. Strict adherence to NVA's Code of Conduct for Students as described in the student handbook is required for optimum learning to be achieved. We will strongly encourage new/incoming students and parents to signify their acceptance of and willingness to comply with the conditions and consequences of NVA's Code of Conduct. Students who are truant, incorrigible, disruptive to the learning process, or present a health or safety risk will follow the provisions set forth under Disciplinary Procedures in this petition.

Except in extenuating circumstances as presented to the Board, a student expelled from another school or district in this state or any other state will be denied the right to enroll in NVA.

Written notice to the parent of the student will state the grounds for the denial of enrollment and will indicate a time and place where parents may appear to contest the action of the Board.

VII. Parental Access to Student Handbook

Upon approval of a charter, the Board will appoint a committee to further develop the student handbook to ensure it reflects the vision and purpose of NVA, 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 available in hard copy and on the NVA website. All new students will receive

a copy of the student handbook upon enrollment. A copy of the student handbook can be found in the appendix.

VIII. School-Provided Access to Electronic Information, Services, and Networks: Ref. Idaho Code § 33-131(1)

A. General

Internet access and interconnected computer systems are available to NVA's students and faculty. Electronic networks, including the Internet, are a part of NVA's instructional program in order to promote educational excellence by facilitating resource sharing, innovation, and communication.

In order for NVA to be able to continue to make its computer network and Internet access available, all students must take responsibility for appropriate and lawful use of this access. Students utilizing school-provided Internet access are responsible for good behavior online. The same general rules for behavior apply to students' use of school-provided computer systems. Students must understand that one student's misuse of the network and Internet access may jeopardize the ability of all students to enjoy such access. While the NVA's teachers and other staff will make reasonable efforts to supervise use of network and Internet access, they must have student cooperation in exercising and promoting responsible use of this access.

B. Curriculum

The use of NVA's electronic networks will be consistent with the curriculum adopted by NVA, as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and will comply with the selection criteria for instructional materials and library-media center materials. Staff members may, consistent with NVA's educational goals, use the Internet throughout the curriculum.

NVA's electronic network is part of the curriculum and is not a public forum for general use.

C. Acceptable Uses

1. **Educational Purposes Only.** All use of NVA's electronic network must be (a) in support of education and/or research, and in furtherance of NVA's stated educational goals; or (b) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any materials that are stored, transmitted, or received via NVA's electronic network or computers. NVA reserves the right to monitor, inspect, copy, review and store, at any time and without prior notice, any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage.
2. **Unacceptable Uses of Network.** The following are considered unacceptable uses and constitute a violation of this policy:

- a. Uses that violate the law or encourage others to violate the law, including but not limited to transmitting offensive or harassing messages; offering for sale or use any substance the possession or use of which is prohibited by NVA's student discipline policy; viewing, transmitting or downloading pornographic materials or materials that encourage others to violate the law; intruding into the networks or computers of others; and downloading or transmitting confidential, trade secret information, or copyrighted materials.
- b. Uses that cause harm to others or damage to their property, including but not limited to engaging in defamation (harming another's reputation by lies); employing another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating, or otherwise using his/her access to the network or the Internet; uploading a worm, virus, other harmful form of programming or vandalism; participating in "hacking" activities or any form of unauthorized access to other computers, networks, or other information.
- c. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet.
- d. Uses that are commercial transactions. Students and other users may not sell or buy anything over the Internet. Students and others should not give information to others, including credit card numbers and social security numbers.
- e. Students may be prohibited from using e-mail (except NVA e-mail accessed through a web browser). E-mail access may be given to students on a case-by-case basis (e.g., foreign exchange students keeping in contact with home). Students are prohibited from joining chat rooms, unless it is a teacher-sponsored activity.

IX. Internet Safety

Each NVA computer with Internet access will have a filtering device that blocks entry to visual depictions that are (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Principal/Designee.

NVA will also monitor the online activities of students, through direct observation and/or technological means, to ensure that students are not accessing such depictions or other material that is inappropriate for minors. The Principal/Designee will enforce the use of such filtering devices.

A. Definition of "Harmful to Minors"

The term "harmful to minors" is defined by the Communications Act of 1934 (47 USC Section 254 [h][7]), as meaning any picture, image, graphic image file, or other visual depiction that:

- 1. taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

2. depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals;
3. taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

B. Methods of Ensuring Acceptable Internet Usage

Filtering will only be viewed as one of a number of techniques used to manage student's access to the Internet and encourage acceptable usage. It will not be viewed as a foolproof approach to preventing access to material considered inappropriate or harmful to minors. Filtering will be used in conjunction with:

1. educating students to be "Net-smart;"
2. using recognized Internet gateways as a searching tool and/or homepage for students in order to facilitate access to appropriate material;
3. using "Acceptable Use Agreements;"
4. using behavior management practices for which Internet access privileges can be earned or lost; and
5. appropriate supervision, either in person and/or electronically.

The system administrator and/or Principal/Designee will monitor student Internet access.

C. Confidentiality of Student Information

Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or, if the student is 18 or over, the permission of the student himself/herself. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and social security numbers. A supervising teacher or administrator may authorize the release of directory information, as defined by law, for internal administrative purposes or approved educational projects and activities.

D. Internet Access Conduct Agreements (See *Appendix J*)

Each student and his/her parent will be required to sign and return to the school at the beginning of each school year the Internet Access Conduct Agreement prior to having access to NVA's computer system and/or Internet Service.

E. Warranties/Indemnification

NVA makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this policy. NVA is not responsible for any information that may be lost, damaged, or unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. NVA will not be responsible for any unauthorized charges or fees resulting from access to the Internet, and any user is fully responsible to NVA and will indemnify and hold NVA, its trustees, administrators,

teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent agrees to cooperate with NVA in the event of the school's initiating an investigation of a user's use of his/her access to its computer network and the Internet.

F. Violations

If any user violates this policy, the student's access will be denied, if not already provided, or withdrawn and he/she may be subject to additional disciplinary action. The system administrator and/or Principal/Designee will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with his/her/their decision being final.

TAB 8: BUSINESS PLAN

I. Business Plan

A. Description

An organizing group of founders has written the initial petition for a Charter for North Valley Academy Charter School and has 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 NVA Charter School to the NVA Board. Additional Founding Members may be recruited prior to the official opening of the first school year in order to accomplish the goals of NVA Charter School. This group will remain as advisors to the Board. The number of Founding Families is anticipated not to exceed ten families.

North Valley Academy, Inc. is 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 federal income tax code.

B. Marketing Plan

According to Idaho Code § 33-5205(3)(s), all advertising and promotion processes for NVA 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, to be posted in highly visible and prominent locations within the area of attendance of the public charter school.

In addition, NVA will ensure that such process includes the dissemination of press release and/or public service announcements to media outlets that broadcast within and/or disseminate printed publications within the area of attendance of the public charter school. NVA will ensure that such announcements are broadcast and/or published by such media outlets on 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.

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

1. Advertising with public schools located within the target area using flyers upon administrative approval.

2. North Valley Academy website that will introduce information about the school. Brochures promoting the curriculum and methods used at North Valley Academy.
3. Public informational meetings about North Valley Academy held in accordance with Idaho Statute §67-23.
4. Other methods that may include: news releases, newspapers, news conferences, and newsletters.
5. Web, e-newsletters, and social media

C. Management Plan

1. *Operations*

NVA will be organized as outlined in detail under Tab 2, and will generally follow the model of traditional single-grade classrooms starting with grades K–8, and expanding to include grades 9-12 in fall 2009.

If our enrollment falls short of the target class size we may combine grades, 1-2, 3-4, 5-6, 7-8. We like the concept of the “Elders and the Youngers” as used by the ANSER Charter School in Boise, Idaho. This will be determined by enrollment and the Board and Principal.

The Principal will 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.

2. *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.

3. *Class Size*

In North Valley Academy’s initial school year we will have a cap of 216 students, kindergarten through eighth grade, with one class of 24 students per grade level. NVA plans to open offering grades K-8, adding grades 9-12 in fall 2009 depending upon total enrollment, facility and budget needs, surveyed parental support, and student pre-registration.

We believe that students benefit from a small school setting. Although our total population will be small, our classrooms may be considered large. The methods we will use benefit from

relatively large classrooms. The effectiveness of our character education plan makes it possible to turn what often is seen as negative (i.e. large, hard to control classrooms) into a more positive, energetic, and vibrant place in which to learn.

We anticipate drawing upon a large number of local students enrolled in home school and private schools in neighboring communities. Market research conducted as of September 1, 2007, supports our belief that parents want educational options for their students. Persons attending the 2007 Gooding County Fair & Rodeo were given an opportunity to ask questions about NVA, and/or indicate in writing their interest in enrolling their student(s) in NVA. That initial effort gleaned the following information:

Grade*	K	1	2	3	4	5	6	7	8	9	10	11	12
Number of Prospective Enrollees	6	8	10	8	9	7	9	9	10	(6)	(5)	(2)	(5)

*Five students were listed as pre-school

4. *Maximum North Valley Academy Face-to-Face School Enrollment Capacity*

NVA seeks to increase face-to-face enrollment as follows: K-1, remain the same at 24; 2-3 to 26; 4-6 to 28; and 7-12 to 30.

Year	Grades	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
2011-12	K-12	24	24	26	26	28	28	28	30	30	30	30	30	30	364
2012-13	K-12	24	24	26	26	28	28	28	30	30	30	30	30	30	364

5. *Maximum NVA Blended Program Enrollment Capacity*

NVA wishes to establish an enrollment cap of no more than six (6) students per grade in a blended program, which is by definition:

Enrollment in the minimum number of online courses required to meet the hourly ADA requirements for half-day attendance set forth by the Idaho State Department of Education, **and** a requirement to participate in courses and activities at school.

Proposed Maximum Blended Program Student Capacity		
All Grades	Maximum Enrollment Per Grade	Total Students
K-12	6	→
Total Blended Program Students		78
Total Proposed Maximum Enrollment Cap, Including Blended Program Students		442

NVA has budgeted for an anticipated ten (10) blended students for the second half of FY12, or beginning January 2012, and twenty (20) blended students for FY13 and FY14 each (See

Appendix AE). These numbers represent NVA's best guestimate as to the number of students who may enroll in our blended program.

NVA Anticipated Blended Enrollment FY12*					
	Grades				Total
	1-3	4-6	7-8	9-12	
No. of Students	1	3	2	4	10
*Enrollment per grade is a guestimate. Actual enrollment may vary across the grades, but will not exceed the approved cap.					

D. Resumes of Directors

(See Appendix L)

E. Financial Plan

(See Appendix O)

F. Start-up Budget with Assumptions

(See Appendices X and AE)

G. Three-Year Operating Budget Form

(See Appendix X and AE)

H. First Year Month-by-Month Cash Flow Form

(See Appendix X)

II. Transportation: Ref. Idaho Code § 33-5205(3)(t) & 33-5208(4)

A. Transportation Services

NVA will provide transportation services to students within our primary attendance area (Gooding School District) when they live more than one and one-half (1 ½) miles from the facility. In accordance with Idaho Code, students who live less than one and one-half (1 ½) miles from the nearest established bus stop must provide their own transportation to such bus stop. That distance shall be determined by the nearest and best route from the junction of the driveway of the student's home and the nearest public road, to the nearest door of the building he attends, or to the bus stop, as the case may be. NVA may transport any student a lesser distance when in its judgment the age or health or safety of the student warrants.

A day care center, family day care home, or a group day care facility, as defined in section 39-1102, Idaho Code, may substitute for the student's residence for student transportation to and

from school. NVA will not transport students between child care facilities and home in accordance to 33-1501, Idaho Code.

B. 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 as 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 buses begin the return trip. Such release will require a signed, dated note from the parent.

III. School Lunch Program

A. Student Nutrition

NVA is offering hot lunch that qualifies under the guidelines of the local health district and follow the guidelines of the National School Lunch Program.

B. Free and Reduced Lunch

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

C. Lunchroom Climate

NVA will provide an environment that provides students with a place where they have adequate space to eat.

D. Meal Times and Scheduling

NVA will provide:

1. Students with at least 20 minutes to eat after sitting down for lunch.
2. Meal periods scheduled at appropriate times, e.g., lunch will be scheduled between 11 a.m. and 1 p.m.
3. Lunch periods scheduled to follow recess periods (for grades kindergarten through sixth).
4. Access to water during mealtimes, at least through water fountains.
5. Access to hand washing or hand sanitizing before students eat meals or snacks.
6. Reasonable accommodations of the tooth-brushing regimens of students with special oral health needs (e.g., orthodontia or high tooth decay risk.)

TAB 9: BUSINESS PRACTICES

I. Cooperative Business Arrangements

A. Professional-Technical Education Courses Offered In Conjunction With Bliss School District

North Valley Academy is offering a professional-technical education (PTE) Information Technology program. NVA is partnering with Bliss School District to offer additional PTE classes.

1. *Curriculum*

The curriculum is offered under the Agricultural, Business, and Family Consumer Science State of Idaho PTE programs.

2. *Transportation*

Since the classes NVA students will be able to utilize are PTE classes, the State of Idaho pays for the busing between Bliss and North Valley Academy.

3. *Special Education*

The needs of students requiring special education services will be met as outlined in Tab 3, Section V.

4. *School Lunch*

If needed to save time, NVA will serve a sack lunch to their students who choose to enroll in Bliss classes.

5. *ADA*

The ADA being earned at Bliss School District is going to be collected by North Valley Academy because Bliss needs more students to be able to justify class offerings for their students.

II. Additional Information

A. State Compliance

NVA will comply with the Idaho State Board of Education and State Department of Education as they relate to Charter Schools and all state statutes applying to public education unless exempt through charter legislation.

B. Right to Evaluate Contract Compliance

The Public Charter School Commission will retain the right at any time to evaluate the degree to which NVA is meeting the terms of the charter. The Board (or Designee) may choose to have a district representative(s) or an independent evaluator(s):

1. visit NVA;
2. review NVA's records and data;
3. directly survey NVA's parents, students, or employees;
4. audit the books of NVA;
5. pursue other reasonable means of determining accountability for NVA contract.

III. Plan for Termination: Ref. Idaho Code § 33-5205(3)(u) & 5206(8)

It is the responsibility of the Board of NVA to maintain communications with the Authorized Chartering Entity regarding any changes, problems, or difficulties in the operations of the school.

The Authorized Chartering Entity and NVA will resolve disputes relating to provisions of the Charter following the procedures set forth in section 33-5209, Idaho Code, and the applicable rules of the Idaho State Board of Education and the Authorized Chartering Entity for notice of defect and submission of a corrective action plan.

Copies of any complaints filed against NVA, including lawsuits, will be provided to the Authorized Chartering Entity within five (5) business days of receipt by NVA.

A. Dissolution

Dissolution of NVA Corporation will be conducted by NVA's Board and will follow the NVA Amended Articles of Incorporation as stated under Tab 1, Item A, Article XI.

In the event of dissolution of the school, all parents will be notified in writing. NVA will offer advice in the placing of students in alternate education settings.

B. Disposal of Assets

“Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code, the remaining assets will be distributed as outlined in NVA's Amended Articles of Incorporation, Article XI. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for public charitable or educational purposes.” (Reference Amended Articles of Incorporation, Tab 1, Item A, Article XI. Items purchased with federal money will be turned over to the authorizer for distribution.

C. Payment of Creditors

The Corporation will pay or adequately provide for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code.

D. Transfer of Student Records

In the event of dissolution of the school, all parents will be notified in writing. NVA will offer advice in the placing of students in alternate education settings. It will be the responsibility of the President of the Board to ensure that all student school records will be forwarded to the local school district or to the school where the student will be attending. Parents will be given instructions on how to request a transfer of student records to a specific school.

E. Transfer of Personnel Records to the Employees

Personnel records will be mailed to employees at the address on file upon termination of the charter.

TAB 10:

NVA BLENDED EDUCATIONAL PROGRAM: Ref. Idaho Code § 33-5202(a)(6)

I. Introduction to NVA Blended Educational Program: Ref. Idaho Code 33-5202(a)(6)

A. Statement of Purpose

North Valley Academy plans to extend the free, rigorous, patriotic education offered to our current face-to-face students to students in a blended program, which is by definition:

Enrollment in the minimum number of online courses required to meet the hourly ADA requirements for half-day attendance set forth by the Idaho State Department of Education, **and** a requirement to participate in courses and activities at school.

NVA's blended program will move North Valley Academy Charter School forward in our vision to "Create Patriotic and Educated Leaders," and evidences our stated belief in James Madison's statement that... "The advancement and diffusion of knowledge is the only guardian of true liberty."

NVA's mission—in part—is to strive "to provide an excellent educational choice where students have the opportunity to become an informed and involved citizenry." We are eager to embrace technology in our delivery as a means to fulfill our vision and mission.

We believe NVA's blended program will make North Valley Academy Charter School more financially sound and will give the parents of students more educational choices. The target population remains the residents of Gooding School District.

We believe that being able to offer North Valley Academy's "free, rigorous, and patriotic education" online, in combination with required classes and activities at school, supports the goals of the State of Idaho to offer innovation and choice in education! As a school of choice, we must look to the future.

North Valley Academy seeks to be the 21st Century School model where technology and the human touch come together to move education forward to the highest possible level!

B. Background

In the summer of 2010, the administration and members of the NVA Board attended the *National Charter School Conference*. Additionally, the administrator attended a *High Schools That Work Conference* as supported by Federal Charter School Grant funds. Warned at that time of looming budgetary cuts, NVA administrators and supporters began looking for ways to save money and still offer a well-developed program. "Student's Come First" legislation necessitates the most expeditious method of making online courses available to students. The most viable and responsible solution is blended course offerings.

The NVA administrator created online courses during employment for previous employers, which were utilized by students during the course of their regular school day. Additionally, the administrator served as co-creator of a dual credit IDLA course, and has taught an online IDLA course.

The Technology Director for NVA created courses to be accessed electronically as another teaching method in the classroom, and this prompted a decision to create online course content for secondary course offerings.

Current face-to-face students at NVA in grades 7-12 are already taking advantage of assignments and content available online during the course of the class. Teachers 7-12 prepare all of their lessons online on Moodle currently. When it is appropriate in the classroom, as determined by the teacher, NVA students login to the class on Moodle. The approach was conceived so students have the opportunity of learning at their own speed, and yet, have the benefit of the teacher's presentations. NVA will be using BrainHoney beginning fall of 2011 instead of Moodle.

C. Definitions

1. "Online education coursework" shall meet the criteria as provided for in Section 33-5205(6)(a) through (h), Idaho Code.
2. "Online teacher" means a person who holds a teaching credential as provided for in Sections 33-1201 and 33-1207, Idaho Code, and who is separated from students by distance and/or time. Teachers of online courses for NVA will receive training which incorporates the ten standards for online teaching outlined by the State Department of Education (see Tab 10).
3. "Online instruction" in the blended program context shall mean a course taught at a distance by a teacher who is separate from students by distance and/or time. Online instruction shall meet the criteria as provided for in Section 33-5205(6)(a) through (h), Idaho Code. This is not to be confused with face-to-face students accessing coursework or assignments over the Internet during the course of a class.

D. Terms and Conditions for Online Courses in Blended Program: Ref. Idaho Code 33-5202(a)(8), 33-5205 (6)(a through h)

As determined by school policy, NVA students applying for permission to take online courses may only do so as participants in the blended program and must meet the following conditions:

1. Students choosing to enroll in NVA blended program courses must enroll in the minimum number of courses required to meet the hourly ADA requirements for half-day attendance set forth by the State Department of Education **and** participate in required activities and courses at the school.

2. Students will complete prerequisites and provide teacher/counselor recommendations to confirm the student possesses the maturity level needed to function effectively in an online learning environment.
3. The express approval of the Principal/Designee will be obtained before a student enrolls in online courses. The student may only switch from face-to-face to blended program participation (or vice-versa) with approval from the principal and the parent(s). The classroom cap will apply.
4. The school must receive an official record of the final grade before credits earned for coursework completed through online instruction will be recognized.

II. NVA Blended Program Plan

North Valley Academy may use an existing online program to supplement the coursework offered to blended program students to offer a continuum of curriculum and services to help educators with their core mission – to serve all students.

NVA's blended model requires participation at our school, which may include additional Core Knowledge curriculum for K-8, "We the People" patriotism program, and others of our unique programs under the direction of our onsite teachers in cooperation with the parent and online instructor as needed.

A. Program Overview

1. The offerings will be pre-packaged courses with electives purchased from a provider to be delivered online in a synchronous and asynchronous manner. NVA will also supply our blended program students with textbooks as needed and access to appropriate technology. Face-to-face time for the blended program student will vary according to the program chosen by the parent, but will be required as part of the NVA blended program student's grade.
2. NVA blended program students will have equal access to necessary hardware, software, and internet connectivity required for participation in online coursework onsite from 8:00 a.m. to 4:00 p.m. Monday through Friday when school is in session. (Ref. 33-5205(6)(g), Idaho Code.) NVA will not provide any hardware for online courses taken offsite.
3. Teachers will post and maintain virtual office hours for synchronous interaction with NVA blended program students to provide guidance with course material via phone, e-mail, and face-to-face. (Ref. section 33-5205(6)(b), Idaho Code.) These, and frequent, required interactions, in addition to receipt of required coursework, will be the means whereby teachers will verify student attendance. (See Appendix AG for a comprehensive list of interactions).

4. NVA blended program students will be assessed, graded, and awarded course credit in the same manner and by the same standards as face-to-face students (Ref. section 33-5205(6)(e), Idaho Code and Tab 10.II.I.6).
5. NVA blended program students will receive appropriate teacher-to-student interaction, including timely, frequent feedback about student progress, in accordance with Idaho Code 33-5205(6)(d), through: E-mail, class discussion board, announcements, chat room, IdahoLive, Web logs; an activity log sheet that will be maintained by the student to be turned in as assigned; weekly posting of grades, and regularly required attendance at school (See also, Appendix AG).
6. NVA blended program students needing technical support relevant to the delivery of online courses will contact their teacher at NVA who will coordinate efforts between the student and content provider. Students participating in online courses onsite will receive technical support as needed from staff. (Ref. 33-5205(6)(f), Idaho Code.)
7. Special education services will be provided to all blended program students who are eligible for services pursuant to the federal Individuals with Disabilities Education Act (IDEA). All requirements for IDEA, as well as Idaho's Special Education Manual Guidance will be followed and implemented as appropriate. Delivery of process, such as meetings or consented assessments, will allow for accommodations to parents and students regarding meeting times and places, including: Face-to-face meetings on- or off-campus at arranged meeting places, telephone conference calls, live meetings online, or a combination thereof to provide student access to all services.

For example: Students enrolled in NVA's blended program may access speech services as delivered over the Internet in a live session with a speech language pathologist. Another option for delivery of speech services to blended program students may include a meeting in the student's home or an arranged meeting place between the student and NVA's contracted onsite speech language pathologist.

Disciplinary procedures will be as directed by IDEA process and Idaho SDE guidelines for students eligible for special education services. Necessary communication with parents and students will be facilitated as directed with a combination of methods, such as: meetings on- and off-campus as arranged, online, or telephone conference calls.

If special education students are in 100% attendance at NVA, all special education requirements per IDEA are provided. If students are not attending NVA 100%, the district in which they reside/enrolled will provide special education services as required by IDEA. NVA will deliver services toward goals and accommodations as directed by IEP for the courses delivered by NVA. (See Tab 3.V.A for additional information about services for Special Education Services).

8. NVA's principal in conjunction with the director of technology will monitor the satisfaction of parents and students with the provider of the online core curriculum. Parent-teacher conferences will be held with blended program students who are enrolled

in online courses at the school face-to-face with the principal/designee three times a year during our regularly scheduled parent-teacher conferences. The required onsite visits will also provide opportunities for interaction with administration and staff. NVA will insist that our provider posts grades and updates to parents with acceptable frequency. All complaints will come to NVA, who will work with the online provider to remedy the situations as they arise.

B. NVA Blended Program Marketing Plan

NVA will not be doing extensive marketing as we are not trying to compete with the five state-wide virtual schools for students. Our population will self-select by having a desire to participate onsite as required.

1. In accordance with Idaho Code § 33-5205(3)(s), all advertising and promotion processes for NVA's blended program 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, to be posted in highly visible and prominent locations within the area of attendance of the public charter school.
2. In addition, NVA will ensure that such process includes the dissemination of press release and/or public service announcements to media outlets that broadcast within and/or disseminate printed publications within the area of attendance of the public charter school. NVA will ensure that such announcements are broadcast and/or published by such media outlets on not less than three (3) occasions, beginning not later than fourteen (14) days prior to the enrollment deadline each year.
3. Finally, such enrollment information will advise that all prospective blended program students will be given the opportunity to enroll in courses, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs.
4. Advertising for North Valley Academy may actively recruit students for enrollment in blended program courses using, but not limited to, the following methods:
 - a. Advertising with public schools located within the target area using flyers upon administrative approval.
 - b. North Valley Academy website that will introduce information about the school.
 - c. Brochures promoting the curriculum and methods used by NVA's blended program.
 - d. Public informational meetings about NVA's blended program held in accordance with Idaho Statute § 67-23.
 - e. Other methods that may include: news releases, newspapers, news conferences, and newsletters.

f. Web, e-newsletters, and social media.

C. Admissions Procedures: Ref. Idaho Code § 33-5205(3)(j)

1. *Admission Procedures*

NVA blended program offerings will be open to all students, on a space available basis within each grade level as established by the Board. The school will not discriminate based on race, creed, color, gender, national origin, or ancestry. Special needs of students will not be a factor in admission decisions. The school will not charge tuition for students residing in the state of Idaho, levy taxes, or issue bonds. The Board may choose to charge student fees as allowed by state law.

2. *Enrollment Deadline*

NVA will establish an enrollment deadline by which date all requests for admission to enroll in blended program courses for the next school year must be received. Late applications will be accepted for admission for slots remaining open and/or in addition to waiting lists at any time.

3. *Requests for Admission*

A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a student in Idaho, may make a request in writing for such student to participate in NVA's blended program courses. The request for admission will contain the name(s) and grade(s) of student(s) seeking enrollment in blended program courses, address, and telephone number of each prospective family. In the case of a family with more than one student seeking to enroll in blended program courses, a single request for admission must be submitted on behalf of all siblings.

If the initial capacity of NVA is insufficient to enroll all prospective blended program students, then an equitable selection process, such as a lottery or other random method, will be utilized to determine which prospective students will be enrolled in NVA blended program courses, as described in IDAPA 08.02.04.203.09. Only those written requests for admission submitted on behalf of prospective students that are received prior to the enrollment deadline established for enrollment in blended program courses will be permitted to participate in the equitable selection process.

4. *Admissions Preference*

NVA will establish admission preferences for blended program participation as authorized by Section 33-5205(3)(j), Idaho Code, for students returning to NVA blended program courses, students of founders, siblings of students already participating in blended program courses, and those in the primary attendance area. Founders have already been identified as set forth in Tab 7.

5. *Priority of Preferences for Initial Enrollment*

a. Selection Hierarchy

Admission preferences for initial enrollment of students in NVA blended program courses will have the selection hierarchy as described in Section 33-5205 of the Idaho Code and IDAPA 08.02.04.203.

b. Attendance Areas

The primary attendance area for students participating in NVA's blended program courses will be Gooding School District boundaries.

c. Re-enrollment

Once enrolled in NVA's blended program, students will not be required to reapply each year thereafter. Hence, once admitted, a student will not be removed because another student seeks admission.

6. *Priority Preferences for Subsequent Enrollment Periods*

NVA will have admission preferences for enrollment of students in blended program courses in subsequent school years, with the selection hierarchy with respect to such preferences outlined in Section 33-5205 of the Idaho Code:

- a. First priority group: students returning to NVA's blended program;
- b. Second priority group: (1) children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school, followed by: (2) children of full-time employees of NVA, and finally: (3) children who attended NVA within the previous three school years, but who withdrew as a result of the relocation of a parent or guardian due to an academic sabbatical, employer or military transfer or reassignment;
- c. Third priority group: siblings of pupils already selected by the lottery or other random method;
- d. Fourth priority group: applicants in primary attendance area; and
- e. Fifth priority group: applicants outside of primary attendance area

7. *Proposed Attendance List*

Each year NVA will maintain a proposed blended program attendance list containing the names of all prospective students on whose behalf a timely request for admission was received, separated by grade level. The proposed attendance list may contain columns next to the name of each student, in which NVA will designate admission preferences applicable to each prospective blended program student. The columns might designate "A" for returning preference; "B" for founders preference; "C" for sibling preference, with a corresponding cross-reference to each of the siblings of the prospective student; and "D" for attendance area preference.

8. *Provision for Over Enrollment: Equitable Selection Process*

If the initial capacity of NVA is insufficient to enroll all prospective blended program students, or if capacity is insufficient to enroll all prospective blended program students in subsequent school years, then NVA will determine who will be offered admission to NVA blended program courses by conducting a fair and equitable lottery selection process.

9. *Final Selection List*

The names of the persons in highest order on the final selection list will have the highest priority for admission to NVA blended program courses in that grade, and will be offered admission to NVA blended program courses in such grade until all seats for that grade are filled.

a. Notification and Acceptance Process

- i. Within seven days after conducting the selection process, NVA will send an offer letter to the parent who submitted an admission request in the blended program on behalf of the student, advising the person that the student has been selected for admission to NVA. The offer letter must be signed by the student's parent, and returned to NVA by the date designated in the offer letter from NVA.
- ii. Within seven days after conducting the selection process, NVA will send a letter to the parent, or other person who has submitted an admission request for the blended program on behalf of the student, advising them that the perspective student is not eligible for admission, but will be placed on a waiting list and may be eligible for admission at a later date if a seat becomes available. Ref. Idaho Code § 33-5205(3)(j)
- iii. If a parent receives an offer letter on behalf of a student and declines admission, or fails to sign and return the offer in a timely manner by the date designated in the offer letter, then the name of that student will be stricken from the final selection list, and that seat will be made available to the next eligible student on the final selection list.
- iv. If a student withdraws from NVA blended program courses during the school year for any reason, then the seat that opens in that grade will be made available to the next eligible student on the final selection list.

10. *Subsequent School Years*

The final selection list for a given school year will not roll over to the next subsequent school year. If the capacity of NVA is not sufficient to enroll all prospective blended program students during the next subsequent school year, then a new equitable selection process will be conducted by NVA for that year.

All prospective blended program students who miss the enrollment deadline will be placed at the bottom of the final selection list in the order in which they are received. They will only receive admittance to NVA when all prospective blended program students on the final selection list have been given the option of acceptance and there are still vacancies in the grade level needed.

11. *Amendments*

NVA has the right to amend these blended program admission procedures as needed with the approval of the Authorized Chartering Entity. Any changes will conform to the laws of the State of Idaho and applicable rule of the Idaho State Board of Education.

D. Secondary Blended Program Offerings, Grades 7-12

In addition to online course offerings by the provider(s) selected by NVA, onsite teachers will prepare online lessons using BrainHoney LMS. Professional development will be administered by IDLA (See Appendix AH).

E. Supplemental Secondary Blended Program Requirements: Ref. Idaho Code § 33-5205(6)(g)

1. NVA blended program secondary students will be expected to attend school in NVA uniform to participate in the “Above and Beyond” secondary program where they will join students in like grades for recitation of patriotic poetry and readings, as well as, singing of patriotic songs.
2. NVA blended program secondary students will be required to attend at least one, all-school activity per trimester. Some of the current all school activities offered at NVA are drama productions, sports, academic fair, invention convention, winter holiday program, graduation ceremony and production, school sanctioned dances, Project Rudolph Military Support, etc.
3. NVA blended program secondary students will also be required to participate in our all-school service opportunities and/or an approved family/community service opportunity every trimester.

F. Elementary Blended Program Offerings, Grades K-6

1. The online portion of the blended program looks somewhat different for students K-6 than it does for the students 7-12. In grades K-6, North Valley Academy plans to purchase courses that are already created. Our teachers will add charter-driven coursework, which will be delivered with regular textbooks and online support in the form of lesson plans related to the added program.
2. NVA K-6 blended program students will be required to attend the weekly “Rise and Shine” ceremony where they (in full dress code compliance) and NVA full-time, face-to-face students will join together in activities such as: recitation of patriotic poetry and readings, as well as, singing of patriotic songs. Programs such as the Great Expectations Character Education program is reinforced in this setting. This can include the Word-of-the-Week, a Hero of the Month, and recitation of the school creed.

3. NVA K-6 blended program students will be required to participate in all-school activities and all-school/family/community service opportunities per year. Age-appropriate activities are offered several times each semester, such as: Academic Fair, Invention Convention, drama productions, monthly Hero nights, Veteran's Program, Project Rudolph Veteran Support, etc.

G. Class Size

NVA anticipates a minimum enrollment of ten, full-time, blended program students in grades K-12 no sooner than January 2012. NVA seeks a cap of no more than six (6) students per grade.

NVA Anticipated Blended Program Enrollment 2011-2012 School Year *Student enrollment at specific grade levels is a guestimate. The actual enrollment may vary, but will not exceed the cap.					
	Grades				Total
	1-3	4-6	7-8	9-12	
No. of Students	1	3	2	4	10

H. Transportation Services

The State Department of Education indicated in the sufficiency review completed 5/27/2011, "NVA will not be eligible for the on-line transportation reimbursement."

I. Operating Procedures

Upon approval of the PCSC, NVA will partner with an accredited provider of online content as we grow into offering our current curriculum (offered to our full-time, face-to-face students) to NVA blended program students. At that time NVA will start advertising by print and word of mouth the addition of NVA blended program course offerings. The response will determine in part the method of delivery.

1. Vendors

NVA will utilize an online vendor with experience in Idaho for the online course portion of its blended program. NVA is still investigating options, but may be using IDLA and either Connections Academy or K-12 to fill the need of K-6 synchronous and asynchronous online curriculum and possibly 7-12 classes. Both providers include textbooks and NVA will add the Core Knowledge Sequence for grades K-8 that will be monitored by NVA's site coordinator for progress. Attendance in courses and activities at the school will be a graded requirement.

- a. *Connections* is the most economical provider of a full deal including the teacher. They will allow NVA to pay monthly for their service and adjust the fee if students drop out of the program. *Connections* also has a reputation for making AYP. If NVA uses *Connections*, we would need to hire a site coordinator or use one of our current staff.
- b. *K-12* offers training for local teachers to monitor the class or they will supply the teacher for an additional cost. NVA will hire teachers as needed depending on the delivery

method chosen. K-12 also offers a payment plan spaced over 10 months on a month-to-month basis to reflect fluctuating enrollment. Again, NVA will need to hire a site coordinator or use a current staff member.

- c. IDLA is the most economical program without a teacher. NVA would provide the certified teacher under this option.

2. *Character Education*

We may also incorporate the character education programs currently in use at NVA, i.e. “Great Expectations”, Ron Clark’s “Essential 55”, “Excellent 11”, and James Owens’ “Cowboy Ethics.” This will be accomplished in part by attendance at the K-6, “Rise and Shine” ceremony or the 7-12, “Above and Beyond” ceremony.

3. *Personnel Standards*: Ref. Idaho Code § 33-5205(6)(c)

Upon approval of the PCSC, NVA will sign a contract with a provider and start advertising by print and word of mouth the addition of NVA blended program courses. The response will determine in part the method of delivery.

The online teachers will be employees of the curriculum provider the first year. These teachers will teach the “core” classes. NVA certified onsite teachers will teach some electives during the required onsite attendance. NVA staff and teachers will be the ones to communicate and teach our specific mission/values during the onsite attendance. These values are instilled by everything NVA does at our school, from the uniforms, to the character education, to the rooms themselves. That is why NVA has decided that only a blended program will work for us. We believe in education through online courses as a solid choice for some parents and kids, but NVA needs to see them often to really do a thorough job of “creating patriotic and educated leaders”. By the second year of offering blended program courses, NVA hopes to have its teachers trained to take over “some” of the online classes offered in the blended program. All teachers of core curriculum will be required to be certified as required.

NVA’s online teachers will be trained to meet the ten standards as recommended by the State Board of Education as well as being Idaho Certified teachers. (Onsite teachers who will be teaching or supervising delivery of online courses will be trained to meet the ten standards identified by the State Board of Education as needed.) Teachers will either take professional development which addresses the standards or show proof of having taken such a course or have experience in online teaching. Those standards are:

- a. Standard #1: Knowledge of Online Education - The online teacher understands the central concepts, tools of inquiry, and structures in online instruction and creates learning experiences that take advantage of the transformative potential in online learning environments.

- b. Standard #2: Knowledge of Human Development and Learning - The online teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.
- c. Standard #3: Modifying Instruction for Individual Needs - The online teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to learners with diverse needs.
- d. Standard #4: Multiple Instructional Strategies - The online teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.
- e. Standard #5: Classroom Motivation and Management Skills - The online teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.
- f. Standard #6: Communication Skills, Networking, and Community Building - The online teacher uses a variety of communication techniques including verbal, nonverbal, and media to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.
- g. Standard #7: Instructional Planning Skills - The online teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.
- h. Standard #8: Assessment of Student Learning - The online teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.
- i. Standard #9: Professional Commitment and Responsibility - The online teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of online teaching.
- j. Standard #10: Partnerships - The online teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

4. *Proposed Partnerships*

See Appendices AA-AD

5. *Financial Statement*

See Appendix AE

6. *ADA (Blended Program Funding and Accountability for Funding)*

Students choosing to enroll in NVA blended program courses must enroll in the minimum number of courses required to meet the hourly ADA requirements for half-day attendance set forth by the State Department of Education **and** participate in activities and courses at school as required.

NVA will receive ADA based on coursework completion:

- a. Since the classes at NVA are delivered in trimesters, blended program courses will be delivered in trimester sections.
- b. A trimester equates with three months of our school calendar.
- c. One-third (1/3) of the course must be completed each month. The teacher of the course **WILL** keep records recording student success and a monthly cumulative grade report. If the student has completed 100% of the coursework due for each month, NVA receives full ADA seat time. If the student completes 75% of the coursework due each month, NVA receives 75% of the ADA.
- d. The teacher will keep the monthly documentation and that documentation will be given to the school clerk at the end of the month to include in the ISEE report.
- e. ISEE information is uploaded to the State Department of Education monthly.

Appendix C: IPCSC Closure Protocol



Closure Protocol

Idaho Public Charter School Commission

514 West Jefferson Street, Ste. 303

Boise, Idaho 83702

208-332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

Purpose

This document provides guidance on the public charter school closure process.

Authority

Title 33, Chapter 52 of Idaho Code, known as the Charter School Act provides for public charter school operations based on a contractual agreement between a charter school board of directors and a state authorized chartering entity, such as the Idaho Public Charter School Commission (IPCSC).

Operating contracts, known as Performance Certificates are granted by state authorized chartering entities to the governing board of a non-profit corporation that serves as the charter holder. Performance certificates are limited to five-year terms.

Closure protocol is enacted when:

- an authorized chartering entity chooses to non-renew a school's charter pursuant to I.C. § 33-5209B;
- an authorized chartering entity chooses to exercise its right to revoke a charter pursuant to I.C. § 33-5209C; or
- a charter holder chooses to relinquish its charter by approval of a resolution.

Each authorized chartering entity is required to maintain a closure protocol and is tasked with oversight of the closure process.

If closure is due to an IPCSC nonrenewal or revocation decision, written notice will be issued to the school within 14 days of the decision and this closure protocol must begin within 5 days.

Roles

Authorizer: the authorized chartering entity is responsible to maintain closure protocol and to oversee the closure process.

Charter Holder: the charter holder is responsible to ensure that all closure tasks are complete and all deadlines are met. The school is responsible for any and all costs associated with closure.

Note

Please note that every closure situation is different. This guidance document may need to be expanded or adjusted to accommodate the specifics of a particular closure.

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I. Closure Protocol Team

A. Initial Meeting

within 5 business days of the date on which written notice of closure is issued, a meeting of the closure protocol team will be held.

B. Team Members

The Closure Protocol Team shall meet at least once a month between the date of the decision to non-renew, revoke, or relinquish the charter and the final dissolution of the board. Meetings shall be organized and chaired by the “team lead”. The team lead is also responsible for compiling meeting minutes and all documentation for the final closure report.

Required members of this team shall include:

1. The school’s Board Chair;
2. The school’s Lead Administrator;
3. The school’s Business Manager;
4. The IPCSC Director
5. A Team Lead (appointed by the IPCSC Director); and
6. The State Department of Education’s School Choice Coordinator.
7. Additional members may be added to the closure protocol team by mutual agreement of the required members.

C. Subcommittees

1. Subcommittees shall be established for the purpose of managing closure tasks in the following areas:
 - i. Communication – student, teacher, family
 - ii. Financial – vendors and assets
 - iii. Business – employer and corporation
 - iv. Records – student and employee records

D. Meeting Agenda

The meeting agenda for the initial meeting of the closure protocol team shall include the following:

1. Review of the closure protocol guidance document;
2. Review of the final closure report template;
3. Review the roles and responsibilities of each party and subcommittee throughout the process;
4. Assign liaisons from both the school and the IPCSC to the Closure Protocol Team and any subcommittees;
5. Establish due dates for all tasks listed in Section I.E of these procedures; and
6. Review notification letter drafted by IPCSC Staff.

E. Important Dates

Due dates to be established at the initial meeting of the Closure Protocol Team shall include the following:

1. The date of the school's last allowable draw on public funds;
2. The date on which the school shall cease to provide services to students;
3. The date by which records to be retained beyond the closure date are to be transferred the authorizer;
4. The date by which all assets purchased with federal dollars must be transferred to the authorizer for redistribution to other charter schools;
5. the date on which all employee contracts are to be ended and all communication on behalf of the school must cease;
6. The date on which benefits will end;
7. The date by which the final audit must be completed;
8. The date by which all financial activity must be ended, including cutting the final checks and closing all bank accounts;

9. The date by which all W2s will be issued for the school's final operating year; and
10. The date by which the non-profit corporation must be dissolved.

Communication

A. Initial Stakeholder Notification

1. Within 7 business days of the date written notice of closure is issued, the school is responsible to issue a letter (drafted by the IPCSC) notifying stakeholders of closure. This letter shall minimally include:
 - a. Where and when the final order will be posted online for transparency of the reasons for closure;
 - b. The last date of student services;
 - c. Transfer procedures;
 - d. Explanation of the appeal process and when a decision regarding an appeal would be published; and
 - e. Contact information for the school's administrator and the IPCSC.
2. The school may choose to include a supplemental letter drafted by the school's board, and if so, such draft must be provided to the IPCSC prior to distribution to stakeholders.
3. The school is responsible to distribute the IPCSC's letter (and the school board issued supplemental letter, if applicable) to the following recipients:
 - a. All Parents of current students and all parents currently on a waitlist;
 - b. All Teachers, Staff, and Volunteers;
 - c. All Vendors with whom the school has an active contract or has engaged with in the past 12 months;
 - d. All Lease and Loan/bond holders; and
 - e. Any Educational Services Providers with whom the school contracts.
4. The authorizer is responsible to issue a letter informing stakeholders of the closure situation to the following recipients:

- a. All potentially impacted school districts and charter schools;
 - b. The State Department of Education;
 - c. The State Board of Education;
 - d. The Office of the Governor;
 - e. The Public Employment Retirement Service of Idaho;
 - f. The chairpersons of the House and Senate Education committees; and
 - g. The Senators and Representatives serving the state legislature on behalf of the district in which the school maintains student occupied facilities or business offices.
5. Within 7 days of the date written notice of closure is issued, the IPCSC's letter informing stakeholders of the closure situation shall be posted in a prominent location on the school's website and the IPCSC's website.

B. Staff Meeting

1. Within 7 days of the date written notice of closure is issued, the school's administrator, board chair, and business manager shall hold a meeting with all staff to discuss the following:
 - a. Media contact protocol
The Director of the IPCSC is the authorized media contact for the IPCSC. The school is encouraged to establish a single point of contact to manage public relations on behalf of the school.
 - b. Maintenance of normalcy (to the best possible level) for students through the last day of student services
All instructional and student services are required to be provided in full through the last day the school is allowed to provide such services. The student experience should remain as normal as possible through this process. It is recommended that the school provide guidance for teachers and staff early-on to ensure common language and tone is used when discussing this situation with students and families.
 - c. End of Employment Impact
This date is established by the Closure Protocol Team. When determining the end of contract dates, please consider the impact of this date on health

insurance and PERSI. When at all possible, August 31st is recommended as this will allow teachers who re-employ at another school the best opportunity for uninterrupted health insurance coverage. However, this decision must be balanced with the urgency of the closure and the school's obligation to spend as little as necessary during the closure period.

2. The meeting agenda for this staff meeting should include the following:
 - a. Notification of closure timeline and timeline of parallel appeal if the school has chosen to or is considering appealing the closure decision.
 - b. Review of media protocol and how to discuss the issue with parents and students.
 - c. Date of last paychecks and whether/who will remain on staff after end of student services and end of contract dates.
 - d. Timeline for more information regarding sick leave, vacation time, and health insurance; Cobra may not be available when the charter school providing the original health insurance ceases to exist.
 - e. Timeline for more information regarding any impacts to PERSI; Employees whose last place of work prior to retirement was the school being closed may lose the ability to transfer accrued sick leave into funds used for medical coverage.
 - f. Timeline for winding-down and transition of duties, including, but not limited to facility access and security, access to email and software, hardware returns, and asset management of furniture, fixtures, equipment, and curriculum.
 - g. Social emotional services for staff and students if the school has chosen to make such available; We acknowledge that closure can be traumatic for staff and students. Schools are encouraged to consider making additional counseling services available.
 - h. Assistance with employment transition for staff (such as access to hiring fairs or letters of recommendation) if the school has chosen to make such available.

C. Ongoing Communication

1. Additional communication with stakeholders will be necessary throughout the closure process.
2. The Communication subcommittee is responsible for ensuring that any necessary communication is timely and accurate.

F. Financial Dissolution

A. Expenses

1. Within 15 business days of the date on which written notification of closure was issued a meeting shall be held between the school's business manager, the IPCSC's Finance Manager, and the Team Lead.
2. Additional attendees (such as the school's auditor) may be invited to the meeting by mutual agreement of both required attendees. Any related costs are the responsibility of the school.
3. No later than the start of the scheduled meeting, the school's business manager shall make the following available to the IPCSC:
 - a. A list of every vendor the school has paid in the last 12 months;
 - b. A copy of all arrangements with vendors including: contracts, service agreements, grants, and/or MOUs with all services providers that are currently active or that have been active in the past 12 months;
 - c. A copy of all lease agreements and all long-term loans;
 - d. A list of all insurance policies held by the school (including liability, directors and officers, worker's comp, etc.), including company, policy number, and coverage specifics; and
 - e. All bank statements for the previous 12 months.
4. The meeting agenda for this meeting shall include the following:
 - a. A review of statute, rule, policy, and regulations related to closure as presented by the Closure Team Lead.
This part of the discussion should consider requirements of the IRS, the Department

of Labor, the Government Accounting Standards Board, as well as the Idaho Charter School Act and rules and policy established by the State Board of Education and the State Department of Education.

- b. A review of projected cash flow through end of operations as presented by the school's Business Manager.

There will be time to revise this initial projection as closure progresses, and the numbers are expected to shift throughout the process, but this exercise establishes a starting place. Please consider the last allowable draw of funds, payroll through end of contracts, and note that there may be additional closing costs, such as a PERSI buy out, storage costs, or penalties on early lease termination.

- c. Development of a plan for immediately reducing spending to necessities only, which may require board action to suspend or change policies to allow for changes in who has spending authority and at what amounts.
- d. Prioritization of payment of anticipated expenditures, pursuant to Idaho Code.
- e. Documentation of a list of items requiring follow-up and who is responsible for the workload or costs.
- f. Establishment of approximate deadlines for when each account is to be closed.

- 5. Following the initial meeting, the school's Business Manager shall be responsible to provide the following documentation:

- a. Verification that the school's account has been paid in full with each vendor as accounts are closed;
- b. Verification that the school has met with PERSI and has established a final transmission date;
- c. Documentation that any outstanding PERSI fees are paid;
- d. Verification that the school has met with the board approved auditor and has established a final audit timeline. Note that the timing of this audit may be later than usual; and
- e. Verification of end dates for leases and liability coverage (including property and directors/officers).

B. Accounting of Assets

- i. The IPCSC shall provide to the school a written guidance document with regard to the sale and dissolution of assets.
 - ii. The school shall be responsible to provide the IPCSC and the SDE with a full inventory of all physical assets owned by the corporation within 30 days of the date on which the notice of closure was issued.
 - iii. The inventory shall include:
 - a. A description of the item;
 - b. The fund with which each item was purchased; and
 - c. An estimate of the current value of the item.
- D. The Team Lead, the IPCSC's Finance Manager, a representative from the SDE, and the school's Business Manager shall meet to review this inventory within 15 days of receipt of the inventory, and may verify accuracy via thorough on-site review.

C. Dissolution of Assets

1. All viable special education testing materials shall be distributed to the SDE for redistribution to charter schools based on the agency's determination of need.
2. Property owned by the ESP will be claimed by the ESP. The lease by which this equipment was provided to the school must include an itemized inventory and shall be provided to the IPCSC.
3. Any items purchased with federal funds (excluding special education testing materials) shall be returned to the IPCSC for redistribution to other charter schools. The IPCSC shall retain record of what was received and to whom it was redistributed.
4. The school is responsible to arrange for delivery of assets in an organized and well-labeled manner.
5. All assets purchased with state funds shall be liquidated to the greatest degree possible. Please see the IPCSC's guidance on the sale and dissolution of assets for procedural expectations.
6. When all assets have been redistributed and liquidated, and all creditors have been paid, any remaining funds shall be returned to the Public School Income Fund via the State Department of Education.

D. Reporting

1. The school shall ensure that an audit completed by an independent auditor is conducted, the audit report is approved by the school's board, and submitted to both the State Department of Education and the authorizer.
2. The school shall ensure that all documentation required to dissolve the school as a business is filed with the IRS, including dissolution of the 501c3.
3. After the sale of assets, and the all checks are cut, any remaining funds shall be returned to the State Department of Education for distribution to operational schools.
4. File final tax reports.
5. Issue W2s for previous tax year.

IV – Records Management

i. Records Retention Procedures

1. The school's Lead Administrator is responsible to ensure the proper retention and destruction of records in accordance with the State of Idaho's records retention schedule.
2. The public charter school shall make every effort to transfer all active student records (including the cumulative file and the special education file) to the student's next school of choice prior to the date on which records are scheduled to transfer to the authorizer.
3. The public charter school shall ensure that every student file (active or inactive) includes an official transcript (signed, embossed, etc.) or final report card and a record of where and when the student's records were transferred out of the public charter school's care. This information shall be compiled in a single spreadsheet.
4. The public charter school shall ensure that all records to be transferred to the authorizer (cumulative and special education) are scanned into an electronic format. Costs incurred are the responsibility of the school.

5. The public charter school shall ensure that all records are transferred to the authorizer via a secure file transfer protocol.
6. No employee or former employee of the school shall retain copies or have access to student, employee, or financial records after the employee's end of contract date.

ii. Records to be Retained

1. Student Records:

- a. Student cumulative files shall be retained for five years beyond the student's exit date.
- b. Student special education files shall be retained for five years beyond the student's exit date.
- c. Official transcripts or final report cards for all students who attended the school shall be retained permanently and shall include the name and address of the student, the name of the student's parent(s)/guardian(s), the student's date of birth, the courses attempted by the student and grades earned by the student.
- d. Record of student records transfer shall be retained permanently;

2. Personnel Records:

- a. Personnel files shall be retained for five years beyond the employee's termination date.
- b. Personnel files shall include the name, address, and contact information of the employee; employment agreements or contracts signed by the employee, verification of certification (if applicable), and all employee evaluations. No other documentation shall be retained.

3. Financial Records:

- a. Monthly expenditure reports for the five years preceding the school's closure date shall be retained. Records shall be destroyed after five years.
- b. Monthly deposit records for the five years preceding the school's closure date. Records shall be destroyed after five years.
- c. All bids received and contracts awarded in the five years preceding the school's closure date. Records shall be destroyed after five years.

- d. Medicaid reimbursement records for seven years prior to the school's closure date. Records shall be destroyed after seven years.
- e. Bank statements for all accounts for five years preceding the school's closure date. Records shall be destroyed after five years.
- f. Tax documents shall be retained for the seven years prior to the school's closure date. These documents include but are not limited to IRS forms 941 and 1099. Records shall be destroyed after seven years.
- g. Annual financial audit reports and annual board approved budgets shall be retained permanently for all operational years. These documents are submitted to the IPCSC annually, and may not need to be re-submitted.

4. Governance Records:

- a. All meeting agendas shall be retained permanently.
- b. All meeting minutes shall be retained permanently.
- c. A complete copy of the most recent set of board policy shall be retained permanently.
- d. A copy of the board bylaws and articles of incorporation shall be retained permanently.

5. School Culture Records

- a. The school's lead administrator shall be responsible to make arrangements for the permanent retention of all school newspapers, yearbooks, and student handbooks through the Idaho Historical Society. The school is responsible for all costs incurred.

6. Records Requests After Closure

- a. The IPCSC shall manage records requests for student transcripts and for personnel files after the school has closed.
- b. The school shall ensure that the school's URL redirects to the IPCSC's records request page for a minimum of 3 years after the school's closure, at the school's expense.

V. Governing Board

iii. Final dissolution

1. Final Board Meeting

- a. In accordance with OML notice a final meeting of the governing board and pursuant to I.C. § 30-30-1001, a vote to dissolve a nonprofit corporation shall be properly noticed and accompanied by the dissolution plan. In this case, the dissolution plan is the closure protocol, which should be near completion by the time this motion is made. This section of Idaho Code also requires that the agenda state that the purpose, or one of the purposes, of the meeting is to consider a resolution to dissolve of the non-profit corporation.
- b. I.C. § 33-5212 addresses the order in which payments shall be made, and state that any remaining assets after all creditors have been paid shall be distributed to the Public School Income Fund. This information should be incorporated into the dissolution motion as it is required to be noticed by the Non-Profit Corporation Act.
- c. A vote in favor of dissolution passes with a majority vote of the board directors.
- d. A copy of the resolution must be provided to the IPCSC with 24 hours of the vote.

2. Meeting Agenda

- a. Approval of the financial audit report (if not already complete).
- b. Approval of any final contracts to be paid (i.e. for the Business Manager to return at the end of the calendar year to prepare final tax documents and distribute to employees).
- c. Appointment of a designee to file dissolution of the school's 501c3 with the IRS and articles of dissolution with the Idaho Secretary of State.
- d. Appointment of a designee to complete any and all final activities that may be necessary.
- e. Signature of any final checks.

3. Articles of Dissolution

- a. Pursuant to I.C. § 30-30-1003, after the dissolution has been authorized, a designee (identified in the dissolution plan) shall file articles of dissolution with the Idaho

Secretary of State. These articles shall minimally include:

- i. The name of the corporation;
 - ii. The date dissolution was authorized;
 - iii. A statement that dissolution was approved by a sufficient vote of the board.
- b. A corporation is effectively dissolved as of the date of its articles of dissolution.
- c. The school shall provide a copy of the filed articles of dissolution to the IPCSC.
- 4. A dissolved corporation may continue its corporate existence but may not carry on any activities except those appropriate to wind up and liquidate its affairs.

B. Claims against a dissolved Corporation

- iv. After the date on which the articles of dissolution are filed, the corporation may dispose of the known claims against it by sending written notice, pursuant to I.C. § 30-30-1005. Written notice must include:
 - a. A description of the information that must be included in a claim;
 - b. A mailing address where a claim may be sent;
 - c. The deadline, by which the dissolved corporation must receive the claim; and
 - d. State that the claim will be barred if not received by the deadline, which may not be fewer than one hundred twenty (120) days from the effective date of the written notice.
- v. The corporation must address any unknown claims against it by publishing a notice Pursuant to I.C. 30-30-1006. The notice must:
 - 1. Be published one (1) time in a newspaper of general circulation in the county where the dissolved corporation's principal office is or was located, or, if none in this state, in Ada county;
 - 2. Describe the information that must be included in a claim and provide a mailing address where the claim may be sent; and
 - 3. State that a claim against the corporation will be barred unless a proceeding to enforce the claim is commenced within five (5) years after publication of the notice.

- vi. Claims will be enforced if the corporation's assets have be distributed in liquidation to any party other than a creditor. A claim may be made by a creditor against the recipient, not to exceed the amount received by the recipient.

C. Reporting

1. The school shall ensure that all state and federal reporting is complete prior to dissolution. Verification of completed reports shall be made by the IPCSC. Required reports include, but are not limited to the following:
 - a. ISEE final data upload including, but not limited to student, course, teachers, and financial data sets;
 - b. Federal programs final reporting;
 - c. Grant final reporting; and
 - d. The school shall ensure that dissolution of the charter holder's non-profit organization is filed with the secretary of state and shall provide the IPCSC with a copy of this filing;
2. The school shall ensure that the dissolution of the school's 501c3 is on file with the IRS and shall provide the IPCSC with a copy of this filing.

VI. Final Closure Report Outline

Throughout the closure protocol process, the Closure Team Lead will collect the required documentation and build a final report. The final report will be permanently retained by IPCSC and posted on the IPCSC's website.

i. Cover Sheet

1. A final closure report must include a cover sheet with the following information:
 - a. The legal name of the school;
 - b. The legal name of the charter holder;
 - c. The address(s) that the school occupied at time of closure;
 - d. Contact information for future questions;

- e. The following links and a statement that more information can be found at these locations,
 - i. [PCSC webpage for this school],
 - ii. [webpage for the meeting at which the charter was approved],
 - iii. [webpage for the meeting at which the charter was nonrenewed or revoked, if applicable], and
 - iv. [webpage for any related hearings]; and
- f. A description of where requests for student transcripts can be made after closure.
- g. A list of the complete closure protocol team.
- h. A list of the following key dates:
 - i. The date on which the charter was approved;
 - ii. The first and final dates on which the school was authorized to serve students;
 - iii. The date on which the school received its final distribution of state funding;
 - iv. The date on which teacher contracts ended; and
 - v. The date on which the charter holder's corporation was dissolved.

B. Required Attachments, Redacted

1. Final IPCSC Closure Order
2. Final appeal decision (if applicable)
3. IPCSC Notification of Stakeholders Letter
4. List of all vendors, including the name and address of the vendor, a description of the services provided/purchased, and the date on which the IPCSC verified account closure.
5. A list of insurance coverages, including company and the last date of coverage (including health, liability, etc.)
6. A list of all contracts, service agreements, grants, and MOUs to be retained by the IPCSC, including verification of date received.
7. A list of all lease agreements and all long-term debt held by the school at the beginning of the closure protocol, including the company and amount.
8. Documentation of the termination of any leases or loans.
9. Final bank statements indicating account closure.

10. Expense reports for the 12 months preceding dissolution.
11. A copy of the final check cut to the SDE, if applicable.
12. Inventory of assets, including the fund with which each item was purchased, the date of purchase, the estimated value.
13. For assets purchased with federal dollars, also include the final recipient of the asset, and the date of transfer.
14. The charter holder's final dissolution resolution.
15. A copy of the articles of dissolution.
16. A copy of the 501c3 dissolution notification.
17. A copy of the newspaper notice to unknown claimants.
18. Meeting minutes from all meetings of the closure protocol team and all subcommittee meetings attended by the Closure Team Lead.
19. Any other documentation that may provide important details.