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**PERFORMANCE CERTIFICATE Between Lake Pend Oreille School District and
Forrest Bird Charter School**

This performance certificate is executed on this 9th day of January 12, 2016 by and between Lake Pend Oreille School District (the Authorizer) and Forrest M. Bird Charter School an independent public school organized as an Idaho nonprofit corporation and established under the Public Charter Schools Law, Idaho Code Section 33-5201 et seq, as amended (the "Charter Schools Law.")

RECITALS

WHEREAS, on [September May 15 2000], LPOSD approved a charter petition for the establishment of FBCS; and

WHEREAS, FBCS began operations in the year 2001-2002; and

WHEREAS, the Charter Schools Law was amended effective as of July 1, 2013 to require all public charter schools approved prior to July 1, 2013 to execute performance certificates with their authorizers no later than July 1, 2014;

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

SECTION 1: AUTHORIZATION OF CHARTER SCHOOL

A. Continued Operation of Forrest Bird Charter School. Pursuant to the Charter Schools Law, the Authorizer hereby approves continued operation of the Forrest M. Bird Charter School on the terms and conditions set forth in this Charter School Performance Certificate. The approved Charter is attached to this Certificate as Appendix A.

B. Term of Agreement. This Certificate is effective as of January 12, 2016 and shall continue through January 2019, with a review each year, unless earlier terminated as provided herein.

SECTION 2: SCHOOL GOVERNANCE

Executive Director
Alan Millar

MS Educational Leader
Jennifer Greve

HS Educational Leader
Mary Jensen

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

B. Articles of Incorporation and Bylaws: The articles of incorporation and bylaws of the entity holding the charter shall provide for governance of the operation of FBCS as a nonprofit corporation and public charter school and shall at all times be consistent with all applicable law and this Certificate. The articles of incorporation and bylaws are attached to this Certificate as Appendix B. Any substantive modification of the Articles and Bylaws which would reasonably impact the intent from the last approved certificate will be submitted to LPOSD.

C. Charter Board Composition: The composition of the FBCS Charter Board shall at all times be determined by and consistent with the Articles and Bylaws and all applicable law and policy. The roster of the Charter Board is attached to this Certificate as Appendix C. The FBCS Charter Board shall notify LPOSD of any changes to the Board Roster and provide an amended Board Roster within one meeting rotation of their taking effect.

SECTION 3: EDUCATIONAL PROGRAM

A. School Mission: The mission of Forrest M. Bird Public Charter School, a public school incorporating middle and high school grade levels, is to create a community of learners equipped with two kinds of literacy necessary in the 21st Century.

1. The ability to read, write, speak, and calculate with clarity and precision, incorporating technology.
2. The ability to participate passionately and responsibly in the life of their community. To fulfill this mission we:
 - Limit our community to approximately 50 students at each of the middle and high school grade levels, 6-12 (prospective enrollment of 350 students, not to exceed 400 total). (Actual grade level enrollments may vary) Provide each student with at least one positive adult adviser/advocate to support student success.
 - Provide students access to innovative pathways, maximizing their post-secondary academic and career opportunities.
 - Facilitate a positive and safe community culture by fostering accountability through high behavioral standards and academic success through integration and project-based learning.
 - Focus on student-family-teacher relationships.

- Embrace the needs of the student body as the primary focus of our school; therefore encouraging individuality. .
- Work in collaborative relationships within and outside of the school to promote leadership and mentoring partnerships, and service the greater community.
- Actively encourage creativity and fun within our school.

B. Grades Served: FBCS may serve students in grade 6 through grade 12.

C. Design Elements: FBCS shall implement and maintain the following essential design elements of its educational program: Project Based Learning, Early College Access, Advocacy/Advisory, and cross-curricular collaboration.

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

E. Accreditation: FBCS shall be accredited as provided by rule of the state board of education.

SECTION 4: AUTHORIZER ROLE AND RESPONSIBILITIES

A. Oversight allowing autonomy: LPOSD shall comply with the provisions of Charter School Law and the terms of this Certificate in a manner that does not unduly inhibit the autonomy of the School. LPOSD's Role will be to evaluate FBCS' outcomes according to this Certificate and the Performance Framework rather than to establish the process by which the School achieves the outcomes sought.

B. Charter School Performance Framework: FBCS Performance Framework is attached and incorporated into this agreement as Appendix D. The specific terms, form and requirements of the Performance Framework, including any required indicators, measures, metrics, and targets, are determined by mutual agreement with LPOSD and will be binding on FBCS.

C. Authorizer to Monitor School Performance: The LPOSD shall monitor and report on FBCS' progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. FBCS shall be subject to a formal review of its academic, mission-specific, operational, and financial performance at least annually.

D. School Performance: In the event FBCS is a party to a third party management contract which includes a deficit protection clause, the School shall be exempt from some or all measures within the financial portion of the Performance Framework. In accordance with Charter School Law, LPOSD shall renew FBCS if they have met the terms of its performance certificate at the time of renewal.

E. LPOSD's Right to Review: FBCS will be subject to review of its academics, operations and finances by LPOSD, including related policies, documents and records,

when LPOSD deems such review necessary. LPOSD shall conduct its reviews in a manner that does not unduly inhibit the autonomy granted to FBCS.

F. Site Visits: In addition to the above procedures, FBCS shall grant reasonable access to, and cooperate with, LPOSD, its officers, employees and other agents, including allowing site visits by LPOSD, its officers, employees, or other agents, for the purpose of allowing LPOSD to fully evaluate the operations and performance of FBCS. LPOSD may conduct a site visit at any time if the Authorizer has reasonable concern regarding the operations and performance of the School.

G. Required Reports: The School shall prepare and submit reports regarding its governance, operations, and/or finances according to the established policies of and upon the request of the Authorizer. However, to the extent possible, LPOSD shall not request reports from FBCS that are otherwise available through student information systems or other data sources reasonably available to LPOSD.

SECTION 5: SCHOOL OPERATIONS

A. In General: FBCS and the FBCS Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and LPOSD policies applicable to charter schools.

B. Maximum Enrollment: The maximum number of students who may be enrolled in the school shall be 400 students.

C. Enrollment Policy: FBCS shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language. If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public per Idaho Code § 33-5205-3 (j).

D. School Facilities: FBCS shall provide reasonable notification to LPOSD of any change in the location of its facilities.

E. Attendance Area: FBCS' primary attendance area is as follows: LPOSD, Bonner County then State of Idaho in order of application process/preference.

F. Staff: Instructional staff shall be certified teachers as provided by rule of the state board of education. All full-time staff members of FBCS will be covered by the public employee retirement system, federal social security, unemployment insurance, worker's compensation insurance, and health insurance.

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

SECTION 6: SCHOOL FINANCE

A. General: FBCS shall comply with all applicable financial and budget statutes, rules, regulations, and financial reporting requirements, as well as the requirements contained in the Performance Framework incorporated into this contract as Appendix D.

B. Financial Controls: At all times, FBCS shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them (2) a checking account; (3) adequate payroll procedures; (4) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (5) internal control procedures for cash receipts, cash disbursements and purchases; and (6) maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.

C. Financial Audit: FBCS shall submit audited financial statements from an independent auditor to LPOSD annually.

D. Annual Budgets: FBCS shall adopt a budget for each fiscal year.

The budget shall be in the Idaho Financial Accounting Reporting Management Systems (IFARMS) format and any other format as may be reasonably requested by LPOSD.

SECTION 7: TERMINATION, NON-RENEWAL AND REVOCATION

A. Termination by FBCS: Should FBCS choose to terminate its Charter before the expiration of the Certificate, it may do so upon written notice to LPOSD. FBCS shall work with LPOSD to ensure a smooth and orderly closure and transition for students and parents.

B. Nonrenewal: LPOSD shall renew or non-renew the FBCS charter in which FBCS failed to meet one (1) or more of the terms of this performance certificate. If not renewed, FBCS shall work with LPOSD to ensure a smooth and orderly closure and transition for students and parents, as guided by the public charter school closure protocol.

C. Revocation: FBCS' Charter may be revoked by LPOSD if FBCS has failed to meet any of the specific, written renewal conditions attached, if applicable, as Appendix A for necessary improvements established pursuant to Idaho Code § 33-5209B(1) by the dates

specified. Revocation may not occur until FBCS has been afforded a public hearing, unless LPOSD determines that continued operation of the public charter school presents an imminent public safety issue. If FBCS' Charter is revoked, FBCS shall work with LPOSD ensure a smooth and orderly closure and transition for students and parents, as guided by the public charter school closure protocol.

D. Dissolution: Upon termination of FBCS for any reason by the FBCS Board, or upon nonrenewal or revocation, the FBCS Board will supervise and have authority to conduct the winding up of the business and other affairs of FBCS; provided, however, that in doing so LPOSD will not be responsible for and will not assume any liability incurred by FBCS. The FBCS Board and school personnel shall cooperate fully with the winding up of the affairs of the school.

E. Disposition of FBCS's Assets upon Termination or Dissolution: Upon termination of the charter for any reason, any assets owned by FBCS shall be distributed in accordance with Charter School Law.

SECTION 8: MISCELLANEOUS

A. No Employee or Agency Relationship: Neither FBCS, its employees, agents, nor contractors are employees or agents of LPOSD; nor are the LPOSD or its employees, agents or contractors employees or agents of FBCS. None of the provisions of this Certificate will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between LPOSD and FBCS.

B. Additional Services: Except as may be expressly provided in this Certificate, as set forth in any subsequent written agreement between FBCS and LPOSD, or as maybe required by law, neither FBCS nor LPOSD 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 FBCS and LPOSD in accordance with LPOSD policy, attached as Appendix G. All amendments must be in writing and signed by FBCS and LPOSD.

IN WITNESS WHEREOF, Lake Pend Oreille School District and Forrest M. Bird Charter School have executed this Performance Certificate to be effective January 12, 2016 by LPOSD.

LPOSD

Board Chair _____ Date _____

Board Clerk _____ Date _____

FBCS

Board Chair _____ Date _____

Board Secretary _____ Date _____

Appendix A: Charter

Executive Director
Alan Millar

MS Educational Leader
Jennifer Greve

HS Educational Leader
Mary Jensen

Appendix B: Articles of Incorporation & Bylaws

Revisions are filed with the Idaho State Secretary.

Appendix C: Composition of FBCS Board

Board Chair: Jim Zuberbuhler
Board Secretary: Robin Ruppert
Board Treasurer: Chris Warren
Board Member: Kate McAlister
Board Member: William Hertzberg

Executive Director
Alan Millar

MS Educational Leader
Jennifer Greve

HS Educational Leader
Mary Jensen

Appendix D: Performance Framework

Performance Framework Forrest Bird Charter School

Forrest Bird Charter School was chartered by the Lake Pend Oreille School District in 2001.

Each year, since 2001, Forrest Bird Charter School has come before the Board of Trustees and presented an annual report which has included: student achievement including results of any applicable federal and state accountability requirements; annual independent auditors report; student enrollment report; and additional relevant information. This report has been helpful in providing the Lake Pend Oreille District Board of Trustees timely information on the academic and operational performance of FBCS. This report has also allowed the Lake Pend Oreille District Board of Trustees to request additional information from FBCS.

The Lake Pend Oreille District Board of Trustees and the Board of Directors of FBCS Charter School agree that the annual reports will provide the performance framework necessary for the chartering District to evaluate FBCS for the purposes of renewal or nonrenewal. This annual report will contain at a minimum:

- An audit of financial operations conducted by an independent auditing firm.
 - An audit of the charter school's programmatic operations, which includes a report on student progress including student achievement, academic proficiency and academic growth.
 - FBCS will indicate performance targets for the following year at the time of the annual report, which must be set in conjunction with the Lake Pend Oreille School District. FBCS is required to meet applicable federal and state goals for student achievement.
 - Annual student demographic data including: socioeconomic data, mobility rates; enrollment and departures; number of special education students and number of minority students, graduation rates.
- Report on Mission Specific goals
1. 50% of school wide summative assessments will be project based by 2017
 2. 60% of graduating students will have participated in dual credit courses in their high school career by July 2017.
 3. All faculty will have engaged in 9 days of mission specific project based learning training by 2017.
- Initiatives or improvements undertaken or planned for the school
 - Any additional information supporting the charter school's case for charter renewal

- A report on progress made on written conditions or recommendations set forth by the Board of Trustees' previous performance report (issued at the time of the previous approval).

Appendix E: LPOSD Board Meeting Minutes

Executive Director
Alan Millar

MS Educational Leader
Jennifer Greve

HS Educational Leader
Mary Jensen