



Board of Directors Meeting Agenda

Team:	FBCS Board of Directors	Chairperson:	Kate McAlister
Meeting Date:	October 18, 2022	Start Time:	4:30 PM
Minutes:	BOD Secretary – Jim Zuberbuhler	Location:	FBCS High School
Address:	615 S. Madison Ave, Sandpoint, ID 83864		

Call to Order @ 4:30 PM: BOD Chairperson – *Kate McAlister*

ITEM

Pledge of Allegiance

Kate McAlister

Approval of minutes

Kate McAlister

Public Comment

Kate McAlister

- Stephanie Hawkins

Financials

- Action Item: Approval Financial Reports
- Action Item: Annual Financial Statement Approval
- Action Item: Approval of Educator Premiums
- Discussion: CARES Funding

Greta Warren
Greta Warren
Mary Jensen
Greta Warren/ Mary Jensen

Executive Session: Student Concern

Kate McAlister

Open Business

- Action Item: Formal Agreement for Educational Services
- Action Item: Ray Smith Retirement
- Action Item: Chris Hughes Retirement
- Action Item: Scout Anatricia Long Term Substitute
- Action Item: Derek May Alt Authorization
- Action Item: Derek May FBCS Van Driver
- Action Item: Policy changes policies: 1120, 1210, 1600,1420, 1610, 2310, 2385, 2415, 2460, 2500, 2520, 2530, 2640, 2700, 2700P, 3000, 3370P, 3570P, 4110, 4180, 8320, 8160, 8115, 8105, 5105, 5405, 5480, 8606

Mary Jensen
Mary Jensen

Mary Jensen
Mary Jensen
Mary Jensen
Mary Jensen

Adjourn @ :00 PM: BOD Chairperson

Kate McAlister

Next Meeting Date and Time: Nov. 15, 2022



Forrest M. Bird Charter Schools

Board Special Meeting
 Forrest M. Bird Charter High School
 615 S. Madison,
 Sandpoint, ID 83864
 Date: September 20, 2022

	Board Meeting Minutes	
Minutes taken by	Jim Zuberbuhler	
Present Board Members	Jim Zuberbuhler, Jacob Iverson	
Absent Board Members	Kate McAlister	
Staff present	Mary Jensen, Greta Warren	
Guests	Kevin Smith (auditor), Susan Roberts, Bonnie Jakubus, Shawn Burns	
Call to Order	Meeting called to order at 4:37 p.m., Quorum established Pledge of Allegiance	Jim Zuberbuhler
Minutes	Action Item: Approval of Meeting Minutes for the meeting June 21, 2022 ✓ Motioned – Jacob Iverson ✓ 2 nd – Jim Zuberbuhler Approved Unanimously	Jim Zuberbuhler

Public Comment		
Financials	Action item: Approval of financial reports Approval of ✓ Motioned – Jacob Iverson ✓ 2 nd - Jim Zuberbuhler Unanimously Approved	Greta Warren
	Action item: Approval of Audit Findings Approval of ✓ Motioned – Jacob Iverson ✓ 2 nd - Jim Zuberbuhler Unanimously Approved	Greta Warren

Open Business	Action item: Federal ESSR Funds Monitoring Approval ✓ Motioned – Jacob Iverson ✓ 2 nd - Jim Zuberbuhler Unanimously Approved	Mary Jensen
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	<p>Action item: Angela Hardin Hire ✓ Motioned – Jacob Iverson ✓ 2nd - Jim Zuberbuhler Unanimously Approved</p>	Mary Jensen
	<p>Action item: Increasing personal days to 3 per 1.0 FTE ✓ Motioned – Jacob Iverson ✓ 2nd - Jim Zuberbuhler Unanimously Approved</p>	Mary Jensen
	<p>Informational: Curriculum Review Committee</p>	Mary Jensen
	<p>Action item: Music Club ✓ Motioned – Jacob Iverson ✓ 2nd Jim Zuberbuhler Unanimously Approved</p>	Mary Jensen
	<p>2nd - Action item: Angela Hardin Hire ✓ Motioned – Jacob Iverson ✓ 2nd - Jim Zuberbuhler Unanimously Approved ✓</p>	Mary Jensen
	<p>Informational: Adding new board members, review of bylaws, review of state statute and number of board members</p>	Mary Jensen
	<p>Executive Session Called None occurred</p>	

Adjournment	<p>Meeting adjourned at 6:00 pm ✓ Motion to adjourn – Jacob Iverson ✓ 2nd – Jim Zuberbuhler Unanimously Approved</p>	Jim Zuberbuhler
Next Board Meeting	October 18, 2022 4:30 pm	

Respectfully Submitted: Jim Zuberbuhler

Forrest M Bird Charter School

Account Balances

As of September 30, 2022

Sep 30, 22

ASSETS

Current Assets

Checking/Savings

Contingency Account 800,960.53

Mountain West Bank 17,642.11

Mtn. West Flex Acct. 1,288,052.47

Scholarship Account 13,968.23

Total Checking/Savings 2,120,623.34

Forrest M Bird Charter School
Profit & Loss Forecast Overview - All
 July 2022 through June 2023

	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	TOTAL Jul 22 - Jun 23
Ordinary Income/Expense													
Income													
419-200 Contributions/Donations													
419-920 - Miscellaneous Revenue													
431-100 - State Base Support		1,286,178.00										1,149,456.00	2,415,634.00
431-900 - Other State Support		3,675.00	3,160.00									234,627.00	241,462.00
437-000 - Lottery/Add State Maint.		24,403.00										22,407.00	46,810.00
445-900 - Federal Revenue		9,833.80										393,449.70	403,283.50
Interest Income	28.24	60.33	108.04										196.61
Total Income	28.24	1,304,150.13	3,268.04									1,799,939.70	3,107,386.11
Expense													
Teacher Salary, Tax, Benefits	5,648.59	1,794.86											7,443.45
Teacher Supplies, Texts, Misc.	3,804.64	7,112.39											10,917.03
Admin Salary, Tax, Benefits	1,419.88	20,058.77											21,478.65
Admin Svcs, Supplies, Phone	28,570.47	7,826.60											36,397.07
Bldg Mgmt Salary, Tax, Benefits	5,273.58	11,466.74											16,740.32
Bldg Mgt Supplies & Services	9,681.09	2,604.32											12,285.41
Conference Travel/Registration	657.20	561.18											1,218.38
Utilities	1,030.73	1,938.23											2,968.96
Transportation	-	-											-
Capital - Building	-	-											-
Capital - Equipment	-	-											-
Debt Service	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	195,376.68
Estimated Monthly Expenses	278,000.00	260,000.00	260,000.00	260,000.00	260,000.00	260,000.00	260,000.00	260,000.00	260,000.00	260,000.00	260,000.00	260,000.00	2,618,000.00
Total Expense	72,367.57	69,644.48	294,281.39	276,281.39	276,281.39	276,281.39	276,281.39	276,281.39	276,281.39	276,281.39	276,281.39	276,281.39	2,922,825.95
Net Income	(72,339.33)	1,234,505.65	(291,013.35)	(276,281.39)	(276,281.39)	(276,281.39)	(276,281.39)	(276,281.39)	(276,281.39)	(276,281.39)	(276,281.39)	1,523,658.31	184,560.16
Bank Balance as of 9/30/2022			2,120,623.34	1,844,341.95	1,568,060.56	1,291,779.17	1,015,497.78	739,216.39	462,935.00	186,653.61	(89,627.78)	1,434,030.53	
Bank Balance 6/30/2023													1,489,154.98

Forrest M Bird Charter School
Profit & Loss Budget vs. Actual YTD
July through September 2022

	Jul - Sep 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
431-100 · State Base Support	1,266,178.00	2,415,634.00	-1,149,456.00	52.42%
431-900 · Other State Support	3,160.00	219,478.00	-216,318.00	1.44%
432-100 · Driver Education Program	3,675.00	10,000.00	-6,325.00	36.75%
432-400 · Professional Technical Program	0.00	5,900.00	-5,900.00	0.0%
437-000 · Lottery/Additional State Maint.	24,403.00	22,407.00	1,996.00	108.91%
439-000 · Other State Revenue	0.00	6,084.00	-6,084.00	0.0%
445-100 · Title I - ESEA	0.00	89,199.00	-89,199.00	0.0%
445-600 · Title VI-B IDEA	0.00	55,000.00	-55,000.00	0.0%
445-900 · Federal Revenue	9,833.80	259,085.00	-249,251.20	3.8%
415-000 · Interest Income	196.61	0.00	196.61	100.0%
Total Income	1,307,446.41	3,082,787.00	-1,775,340.59	42.41%
Gross Profit	1,307,446.41	3,082,787.00	-1,775,340.59	42.41%
Expense				
Teacher Salary, Tax, Benefits				
515-100 · Teacher Salaries	87,178.92	1,008,240.00	-921,061.08	8.65%
515-210 · Teacher Retirement	10,353.93	120,114.53	-109,760.60	8.62%
515-220 · Teacher Social Security	6,383.03	76,977.76	-70,594.73	8.29%
515-230 · Teacher Life Insurance	93.30	1,300.00	-1,206.70	7.18%
515-240 · Teacher Health Insurance	13,682.13	198,370.00	-184,687.87	6.9%
515-270 · Teacher Workman's Comp.	4,350.00	14,000.00	-9,650.00	31.07%
515-290 · Teacher Other Benefits	770.88	1,400.00	-629.12	55.06%
521-100 · SPED Teacher Salaries	14,739.66	172,315.00	-157,575.34	8.55%
521-210 · SPED Teacher Retire	1,772.03	20,574.40	-18,802.37	8.61%
521-220 · SPED Teacher Social Sec	1,052.88	13,182.10	-12,129.22	7.99%
521-240 · SPED Teacher Health Ins	6,604.51	48,000.00	-41,395.49	13.76%
Total Teacher Salary, Tax, Benefits	146,981.27	1,674,473.79	-1,527,492.52	8.78%
Teacher Supplies, Texts, Misc.				
515-310 · Teacher contracted services	4,875.00	16,000.00	-11,125.00	30.47%
515-313 · Teacher Professional Develop.	60.00	2,000.00	-1,940.00	3.0%
515-410 · Teaching Supplies and Materials	12,383.71	35,442.00	-23,058.29	34.94%
521-310 · Teacher contracted svcs - SPED	7,487.00	83,250.00	-75,763.00	8.99%
521-350 · SPED Communications	388.92	1,557.00	-1,168.08	24.98%
521-410 · SPED Teaching Supplies	792.50	0.00	792.50	100.0%
Total Teacher Supplies, Texts, Misc.	25,987.13	138,249.00	-112,261.87	18.8%
Admin Salary, Tax, Benefits				
641-100 · School Administration Salaries	45,229.10	369,406.00	-324,176.90	12.24%
641-210 · School Admin. Retirement	5,388.24	41,181.78	-35,793.54	13.08%
641-220 · School Admins. Social Security	3,355.26	26,385.31	-23,030.05	12.72%
641-240 · School Admin. Health Insurance	11,667.00	76,800.00	-65,133.00	15.19%
Total Admin Salary, Tax, Benefits	65,639.60	513,773.09	-448,133.49	12.78%
Admin Svces, Supplies, Phone				
641-310 · School Admin. Professional Serv	4,901.35	29,262.45	-24,361.10	16.75%

Forrest M Bird Charter School
Profit & Loss Budget vs. Actual YTD
 July through September 2022

	Jul - Sep 22	Budget	\$ Over Budget	% of Budget
641-322 · School Admin. Equipment Rental	1,161.34	4,536.00	-3,374.66	25.6%
641-350 · School Admin. Communications	3,714.67	14,200.00	-10,485.33	26.16%
641-390 · School Admin. Dues & Subscrip.	30,117.54	30,700.00	-582.46	98.1%
641-395 · Public Relations	0.00	325.00	-325.00	0.0%
641-410 · School Admin. Supplies	2,204.71	22,515.00	-20,310.29	9.79%
641-455 · School Admin. Meals	792.05	2,000.00	-1,207.95	39.6%
641-460 · School Admin Tech Supplies	16,816.60	8,957.00	7,859.60	187.75%
Total Admin Svces, Supplies, Phone	59,708.26	112,495.45	-52,787.19	53.08%
Bldg Mgmt Salary, Tax, Benefits				
661-100 · Bldg. Management Salaries	7,754.50	46,527.00	-38,772.50	16.67%
661-210 · Building Mgmt - Retirement	910.42	5,555.32	-4,644.90	16.39%
661-220 · Bldg Mgmt SS & Unemployment	578.73	3,559.32	-2,980.59	16.26%
661-240 · Bldg Mgmt - Health Insurance	1,469.78	9,600.00	-8,130.22	15.31%
664-100 · Maintenance Building Salaries	12,122.08	46,078.00	-33,955.92	26.31%
664-210 · Maintenance Buildings-Retiremen	1,088.13	5,872.71	-4,784.58	18.53%
664-220 · Maint Bldg - SS & Unemployment	927.35	3,525.47	-2,598.12	26.3%
664-240 · Maint Bldg - Health Insurance	2,165.94	9,600.00	-7,434.06	22.56%
665-100 · Maint Grounds Salary	1,333.34	8,000.00	-6,666.66	16.67%
665-210 · Maint Grounds Retirement	174.66	955.20	-780.54	18.29%
665-220 · Maint Grounds SS & Unemployment	102.00	612.00	-510.00	16.67%
Total Bldg Mgmt Salary, Tax, Benefits	28,626.93	139,885.02	-111,258.09	20.47%
Bldg Mgt Supplies & Services				
661-320 · Bldg. Mgmt. Contracted Services	2,516.36	14,100.00	-11,583.64	17.85%
661-410 · Bldg.Mgmt.Cust.Supplies/NonC.E.	522.59	1,000.00	-477.41	52.26%
664-320 · Maint. Bldg.&Equip.-Contracted	575.00	2,500.00	-1,925.00	23.0%
664-410 · Maint. Bldg. & Equip.- Supplies	7,861.57	1,510.65	6,350.92	520.41%
665-320 · Maint. Grounds-Contract Service	1,675.00	10,000.00	-8,325.00	16.75%
665-410 · Maint. Grounds-Supplies	774.99	0.00	774.99	100.0%
Total Bldg Mgt Supplies & Services	13,925.51	29,110.65	-15,185.14	47.84%
Conference Travel/Registration				
621-380 · Conference Travel	3,117.87	23,000.00	-19,882.13	13.56%
621-390 · Conference Fees-Reg.Dues,Train.	285.00	1,000.00	-715.00	28.5%
Total Conference Travel/Registration	3,402.87	24,000.00	-20,597.13	14.18%
Utilities				
661-331 · Bldg. Management Electricity	3,854.54	34,500.00	-30,645.46	11.17%
661-332 · Bldg. Management Sewer/Water	2,198.20	11,800.00	-9,601.80	18.63%
Total Utilities	6,052.74	46,300.00	-40,247.26	13.07%
Transportation				
681-340 · Pupil Trans.-Contract Services	23,187.97	200,000.00	-176,812.03	11.59%
Total Transportation	23,187.97	200,000.00	-176,812.03	11.59%
Capital - Equipment				
810-550 · Cap Acquisitions-Equip (Bldg)	7,461.45	0.00	7,461.45	100.0%
811-500 · Capital Acquisitions -Equipment	0.00	9,000.00	-9,000.00	0.0%
Total Capital - Equipment	7,461.45	9,000.00	-1,538.55	82.91%

Forrest M Bird Charter School
Profit & Loss Budget vs. Actual YTD
July through September 2022

	Jul - Sep 22	Budget	\$ Over Budget	% of Budget
Debt Service				
912-620 · Debt Payments-Interest	25,357.61	102,500.00	-77,142.39	24.74%
911-610 · Debt Payments-Principal	23,486.56	93,000.00	-69,513.44	25.25%
Total Debt Service	48,844.17	195,500.00	-146,655.83	24.98%
Total Expense	429,817.90	3,082,787.00	-2,652,969.10	13.94%
Net Ordinary Income	877,628.51	0.00	877,628.51	100.0%
Net Income	877,628.51	0.00	877,628.51	100.0%



Board of Directors Meeting Agenda

Team:	FBCS Board of Directors	Chairperson:	Kate McAlister
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Minutes:	BOD Secretary – Jim Zuberbuhler	Location:	FBCS High School
Address:	615 S. Madison Ave, Sandpoint, ID 83864		

Call to Order @ 4:30 PM: BOD Chairperson – *Kate McAlister*

ITEM

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Approval of minutes

Kate McAlister

Public Comment

Kate McAlister

- Stephanie Hawkins

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Greta Warren
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Mary Jensen
Greta Warren/ Mary Jensen

Executive Session: Student Concern

Kate McAlister

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Mary Jensen
Mary Jensen
Mary Jensen
Mary Jensen

Adjourn @ :00 PM: BOD Chairperson

Kate McAlister

Next Meeting Date and Time: Nov. 15, 2022

**REVENUES AND EXPENDITURES SUMMARY STATEMENT - ALL FUNDS
2021-2022**

SCHOOL NAME / NUMBER:

Forrest M. Bird Charter School #487

	BUDGET	ACTUAL
REVENUES		
Local Revenue	\$ -	\$ 24,362.00
State Revenue	2,401,100.00	2,637,419.00
Federal Revenue	530,350.00	462,971.00
Other Revenue	-	708.00
TOTAL REVENUES	\$ 2,931,450.00	\$ 3,125,460.00
Transfers IN	-	-
TOTAL REVENUE & TRANSFERS	\$ 2,931,450.00	\$ 3,125,460.00
EXPENDITURES		
Salaries	\$ 1,627,236.00	\$ 1,714,684.00
Benefits	659,064.00	615,591.00
Purchased Services	352,559.00	437,735.00
Supplies & Materials	87,214.00	257,147.00
Capital Objects	10,000.00	-
Debt Retirement	195,377.00	103,389.00
Insurance & Judgments	-	-
TOTAL EXPENDITURES	\$ 2,931,450.00	\$ 3,128,546.00
Transfers OUT	-	-
TOTAL EXPENDITURES & TRANSFERS	\$ 2,931,450.00	\$ 3,128,546.00
BEGINNING FUND BALANCE at July 1, 2021	\$ -	\$ -
Adjustments	-	-
ADJUSTED BEGINNING FUND BALANCE at July 1, 2021	\$ -	\$ -
ENDING FUND BALANCE at June 30, 2022	\$ -	\$ (3,086.00)

The undersigned certify that this is a true and correct report of the financial condition of the Forrest M. Bird Charter School.

Chairperson of the Board

Clerk of the Board

Treasurer of the Board



Formal Agreement for Educational Services at Bonner County Justice Services Juvenile Detention Center

Purpose and Scope

Lake Pend Oreille School District holds the responsibility of the instruction of students and servicing of students with 504 plan or IEP program while attending school in the Bonner County Justice Services Juvenile Detention Center (BCJDC).

LPOSD Responsibilities:

1. LPOSD BCJDC is a temporary LEA, and only collects attendance for the time the student is incarcerated, and in attendance with the LPOSD teacher.
2. After the 6th and, no later than the 10th day, LPOSD will request student transcripts and other needed documents (i.e., IEP or 504 Plans). Student cumulative file remains with the last known LEA.
3. LPOSD is responsible for the implementation and support of the course work provided by the last known LEA. Best practice is for the student to continue working on coursework from the last known LEA, but LPOSD will supplement with its own coursework when there is a need.
4. LPOSD is responsible for servicing 504 plans or IEPs while students are at BCJDC.

Last Known LEA Responsibilities:

1. Last known LEA is responsible for keeping the student in attendance in the district at last attending school. According to the Idaho State Department of Education, a student should not be withdrawn from his/her homeschool because of enrollment in a JDC school.
2. Last known LEA holds cohort responsibility, regardless of when or how long the student is enrolled at JDC. This is a State determination and LPOSD has no control over that policy.
3. If the Last Known LEA withdraws the student because of their own policies surrounding incarcerated students, LEA holds responsibility in communicating this to the parents and probation officer. LPOSD is not responsible for communicating with the student's parents/guardians at all.
4. If a probation officer has not been appointed, the main point of contact will be the Director of BCJDC and LPOSD Services for Exceptional Children for communication related to the BCJDC classroom for Last Known LEA.

**Bonner County Justice Services for the Juvenile Detention Center
Responsibilities:**

1. It is the responsibility of the Bonner County Justice Services Probation Officer to communicate information with the incarcerated students' parents in collaboration with the BCJDC teacher. If a student does not have a probation officer assigned, the Director of BCJDC will be the point of contact for the last known LEA and parent.

LPOSD Representative

Date

LEA Representative

Date

Bonner County Justice Services Juvenile Detention Center Representative

Date

Raymond Smith
34 Golden Gate Road
Priest River, Idaho 83856

October 10, 2022

Mary Jensen
Charter Administrator
614 South Madison
Sandpoint, Idaho 83864

Dear Mary,

It is with truly mixed feelings that I announce my retirement from Forrest M. Bird Charter Schools, effective March 1, 2023, with my last day of employment being Tuesday, February 28, 2023.


My time with Forrest Bird Charter Schools has filled me with a sense of purpose and belonging. I have been fortunate for the past 20 years, which has been most of my career to watch the growth and success that Forrest M. Bird Charter Schools has achieved. I have also enjoyed working with the students and the great staff and creating wonderful friendships.

I appreciate the opportunity you've given me, and I will always be grateful for what you and the Board have done for both Tina and me.

Though I will be sad to depart, I am eager for the opportunity to spend more time with family, pets and having time to finish projects.

If there are any additional steps that I can take to ease the transition now or in the future, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Raymond O. Smith". The signature is written in black ink and is positioned below the word "Sincerely,".

Ray Smith

Christopher Hughes
608 Main St
Sandpoint, ID 83864

October 13, 2022

Forrest M. Bird Charter Schools
Attn: Mary Jensen
614 South Madison
Sandpoint, ID 83864

Re: Letter of Resination

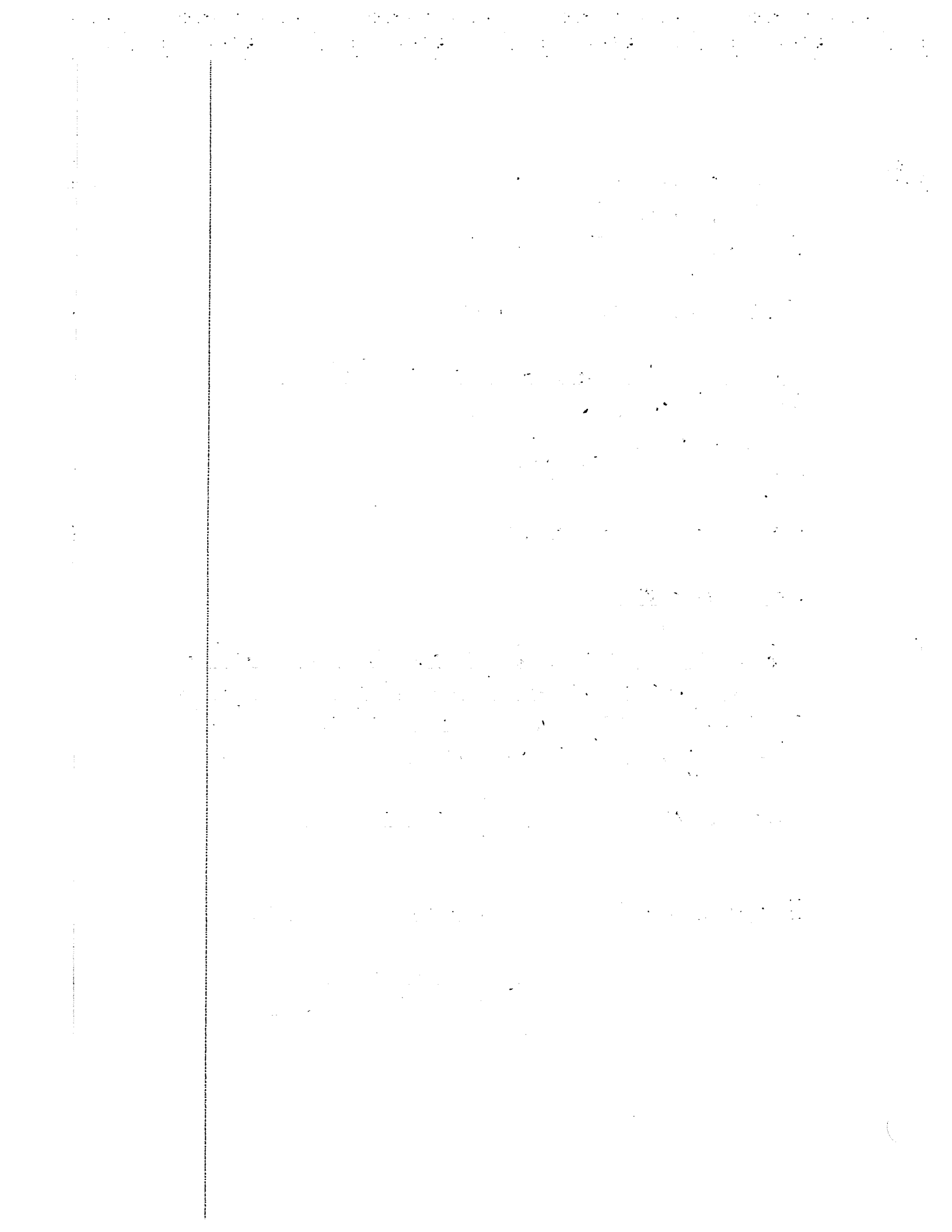
Dear Madam:

Please accept this as formal notice
of my resination from the position of
custodian at FBBS effective 12/16/22
Making my last day of employment 12/15/22

Thank you for the five years of
employment.

I wish FBBS continued success,

Sincerely
Christopher M. Hughes



EMPLOYEE LETTER OF AGREEMENT

Forrest M. Bird Charter School (employer) is entering this agreement with Scout Anatricia (employee) for the period beginning October 10, 2022 and ending upon the return of the teacher.

The employee, Scout Anatricia, has agreed to perform the duties related to the job of Long Term Substitute.

The employer agrees to pay \$140.00 dollars per day, Timesheets are to be submitted to the Business Manager on the 15th of each month. Payroll is processed monthly on or about the 21st of each month.

The employer will offer medical and dental plans. If employment will continue the following school year, medical insurance will be paid for by the employer for July and August. If the employee chooses not to return the following school year after this letter has been signed, they are responsible for reimbursing the employer for these costs Employee is responsible for reimbursing employer for any voluntary supplemental insurance provided in July and August. Arrangements for reimbursement can be made with the Business Manager.

A \$20,000 Life Insurance policy will be provided to the employee paid in full by the employer.

Two (2) personal are provided during the school year. Sick days will accrue at the rate of 1 day per month worked. These may be taken in no less than half (½) day increments and may be used for illness, medical appointments, and bereavement of immediate family member or illness of immediate family member.

Planned absence requests must be submitted in writing to the Principal at least 5 days prior to planned absence and approved in order to facilitate personnel management.

Personal days are not paid out at termination. Sick days are not paid out at termination but will be accrued in the individual Public Employee Retirement System of Idaho (PERSI). Any days used beyond the employees accrued sick days will be taken as "Unpaid Sick Days" and deducted from the current month's paycheck. In addition, sick leave earned at a public school in the State of Idaho will be transferred to Forrest M. Bird Charter School. Transferred total may not exceed ninety (90) days.

The employee agrees to abide by the regulations of the school as noted in the school handbook.

If for some reason, the employee separates from the Forrest M. Bird Charter School, other than agreement completion, the agreement will be terminated.

I understand and agree to the above statements.



Signed, Employee

10/10/22

Date

Board Chairman

Date

Taking Office

An oath of office shall be administered to each Director, whether designated, elected, re-elected, or appointed.

The Director shall not enter upon any of the duties of the office until they have been administered the oath of office, even if they have been designated, elected, or appointed to the office.

The oath may be administered by the clerk, or by a Director of the Forrest M. Bird Charter School. If appointed mid-term, the oath shall be administered at a regular meeting of the Board; it may not be administered at a special meeting. The records of the Charter School shall show such oath of office to have been taken, by whom the oath was administered and shall be filed with the official records of the Charter School.

Legal References: I.C. § 59-401 Oath of Office - Loyalty Oath — Form
 I.C. § 59-402 Oath of Office - Time of Taking Oath

Policy History:

Adopted on:

Revised on:

Reviewed on:

THE BOARD OF DIRECTORS

Qualifications, Terms, and Duties of Board Officers

The Board officers include the Chair, vice chair, treasurer, and clerk as set forth in the Articles and Bylaws. These officers are elected at the annual organizational meeting. Each officer has the authority and shall perform the duties set forth in the Bylaws or, to the extent consistent with the Bylaws, the duties and authority prescribed in a resolution of the Board or by direction of an officer with authority by the Board to prescribe the duties and the authority of other officers.

Chair

The Board elects a Chair from its members for a one year term or such other terms as set forth in the Articles or Bylaws. Unless otherwise set forth in the Bylaws, the duties of the Chair are:

1. Preside at all meetings and conduct meetings in the manner prescribed by the Board's policies;
2. Make all Board committee appointments;
3. Sign all papers and documents as required by law and as authorized by the action of the Board; and
4. Close Board meetings as prescribed by Idaho law.

The Chair is permitted to participate in all Board meetings in a manner equal to all other Board members, including the right to participate in debate and to vote. The Chair may ~~not~~ make a motion, but they must first hand over responsibility for chairing the meeting to the vice chair or, if the vice chair is not present, to another Board Member. The Chair may second motions and is not required to hand over responsibility for chairing the meeting before doing so.

Vice Chair

The vice chair shall preside at all Board meetings in the absence of the Chair, and shall perform all of the duties of the Chair in case of the Chair's absence or disability or as described above.

Legal References:	I.C. § 30-30-621	Idaho Nonprofit Corporation Act - Directors and Officers - Required Officers
	I.C. § 30-30-622	Idaho Nonprofit Corporation Act - Directors and Officers - Duties and Authority of Officers
	I.C. § 30-30-625	Idaho Nonprofit Corporation Act - Directors and Officers - Officers' Authority to Execute Documents

Policy History:

Adopted on:

Revised on:

Reviewed on:

THE BOARD OF DIRECTORS

Code of Ethics for School Board Members

As a member of The Forrest M. Bird Charter School Board of Directors, I will strive to improve student achievement in public education, and to that end I will:

1. Attend all regularly scheduled Board meetings insofar as possible, having read my packet ensuring that I am informed about the issues to be considered at the meetings;
2. Recognize that the Board must comply with the Open Meeting Law and only has authority to make decisions at official Board meetings;
3. Make all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
4. Understand that the Board makes decisions as a team. Individual board members may not commit the Board to any action unless so authorized by official Board action;
5. Recognize that decisions are made by a majority vote and the outcome should be supported by all Board Members;
6. Acknowledge that policy decisions are a primary function of the Board and should be made after full discussion at publicly held Board meetings, recognizing that authority to administer policy rests with the Executive Director;
7. Be open, fair, and honest – to have no hidden agendas, and respect the right of other Board Members to have opinions and ideas which differ from mine;
8. Recognize that the Executive Director is the Board's advisor and should be present at all meetings, except where the Executive Director is the subject matter, or where the Executive Director's presence is a conflict of interest. Further, the Executive Director shall not be present during any Board deliberation regarding a student expulsion hearing and/or when the Board deliberates regarding a teacher non-renewal or termination advanced by the administration when the Board is considering the Executive Director's evaluation, contract, or salary;
9. Understand the chain of command and refer problems or complaints to the proper administrative office while refraining from communications that may create conditions of bias should a Charter School concern ever rise to the attention of the Board as a hearings panel;
10. Keep abreast of important developments in educational trends, research, and practices by individual study and through participation in programs providing such information;

11. Respect the right of the public to be informed about Charter School decisions and School operations;
12. Understand that I will receive information that is confidential and cannot be shared;
13. Give staff the respect and consideration due skilled, professional employees and support the employment of those best qualified to serve as Charter School staff, while insisting on regular and impartial evaluation of all staff;
14. Present personal criticism of School operations to the Executive Director, not to Charter School staff or to a Board meeting;
15. Refuse to use my Board position for personal or family gain or prestige. I will announce any conflicts of interest before Board action is taken;
16. Remember always that my first and greatest concern must be the educational welfare of the students attending the Charter School; and
17. Discharge my duties in good faith, with reasonable care, and in a manner that I believe to be in the best interests of the Charter School.

Director Signature: _____ Date: _____

Legal Reference I.C. § 30-30-618 Idaho Nonprofit Corporation Act - Directors and Officers - General Standards for Directors

Other Reference: Office of the Attorney General, *Idaho Ethics in Government Manual*, July 2019 (available at: <https://www.ag.idaho.gov/content/uploads/2018/04/EthicsInGovernment.pdf>) (last accessed 10/21/2019)

Policy History:

Adopted on:

Revised on:

Reviewed on:

THE BOARD OF DIRECTORS

Director Expenses

A Forrest M. Bird Charter School Director is a non-compensated public official as that term is defined in Idaho Code. However, consistent with the Articles and Bylaws, Directors may be reimbursed for actual and necessary expenses. A Director shall not receive remuneration for service as a Director. However, each Director shall be compensated for actual expenses incurred for travel to, from, and attending meetings of the Board as provided herein.

[SELECT ONE:]

The Board Director may submit their requests for Reimbursement may be paid as the travel occurs assumed or may submit a single request at the end of the fiscal year for all travel expenses accumulated until the end of the fiscal year, at the discretion of the Director.

OR

To receive reimbursement for travel expenses, a Board Director must submit their request for reimbursement [within _____ days following the travel OR monthly OR quarterly OR annually.]

Board Meetings

~~Whenever any Director resides at such distance from the meeting place of the Board as to require such Member to incur extraordinary expense in traveling from his or her home to and from the meeting place, tThe Board shall may approve payment toof a Director's of the extraordinary expenses incurred in travelling to and from Boardattending any such meetings if the Director requests such payment. The Board has determined that those Directors who will travel in excess of _____ miles from the place where School Board meetings are generally held shall be entitled to an allowance for mileage or actual travel expense incurred, whichever is less.~~

Expenses for Board Members at Meetings Requiring Travel

Directors normally attend workshops, training institutes, and conferences at both the State and national level. It is appropriate that Director expenditures at these meetings requiring substantial travel be paid by the Charter School from the general fund. It is the intent of the Charter School to pay all legitimate costs for Directors to attend meetings requiring substantial travel, at the established rates for reimbursement set by the Charter School, including the following:

1. Transportation as approved by the Board;
2. On-site transportation during the course of the meeting, such as bus, taxi, or rental car;
3. Hotel or motel costs for the Director, as necessary;

4. Food costs as necessary;
- ~~5. Telephone services shall be provided for necessary communications with business or family, resulting from the Director being away from the location of the Charter School; and~~
- 6.5. Incidental expenditures for tips and other necessary costs attributable to the Director's attendance at the meeting.

The ~~School District~~ will not reimburse or pay for such items as liquor, expenses of a spouse, separate entertainment, or other unnecessary expenditures.

Depending upon circumstances and dollar values at issue, the Charter School may be required to report reimbursements consistent with IRS regulations. Tax consequences may be applicable. However, if such a circumstance does occur, Board members would need to talk with their individual tax preparers regarding tax implications and possible deductions for expenses.

Cross Reference:	7430	Travel Allowances and Expenses
Legal References:	I.C. § 30-30-611	Compensation of Directors
	I.C. § 33-5204	Nonprofit Corporation – Liability - Insurance
	I.C. § 74-401, <i>et seq.</i>	Idaho Ethics in Government Act of 2015

Policy History:
 Adopted on:
 Revised on:
 Reviewed on:

THE BOARD OF DIRECTORS

Board Member Conflict of Interest

A Director may not:

1. Use the Director's official power to further the Director's own interests;
2. Have a pecuniary interest directly or indirectly, except a remote interest, in any contract or other transaction pertaining to the maintenance or conduct of the Charter School. A "remote interest" means:
 - A. The Director is a non-salaried employee of a nonprofit corporation that is the contracting party;
 - B. The Director is an employee or agent of a contracting party where the compensation of the Director as an employee or agent consists entirely of fixed wages or salary;
 - C. The Director is a landlord or tenant of a contracting party; or
 - D. The Director is a holder of less than one percent of the shares of a corporation or cooperative a contracting party

and the Director discloses such remote interest to the Board of Directors. The Director may not, under any circumstances, be employed by the School;

3. Accept any reward or compensation for services rendered as a Director except as expressly provided by law;
4. Accept and award contracts involving the Charter School to businesses in which a Director or person related to him or her by blood or marriage within the second degree has a direct or indirect interest except when the procedures set forth in I.C. §§ 18-1361 or 18-1361A are followed;
5. Enter into or execute any contract with the spouse of any Director, the terms of which require the payment or delivery of any public charter school funds, moneys, or property to such spouse, except as provided in Idaho Code § 18-1361 and 18-1361A;
6. Employ the spouse of a Director when such employment requires or will require the payment or delivery of any Charter School funds, money, or property to such spouse except when the procedures set forth in I. C. § 33-5204(5)(c) are followed as outlined in Policy 1615;

7. Be involved in the employment decision of a relative related by affinity or consanguinity within the second degree. The Director shall be absent from the meeting while such employment is being considered and/or determined;
8. Vote on any decision affecting the compensation, benefits, individual performance evaluation or disciplinary action related to a Director's spouse.
9. Enter into a contract in the Director's individual capacity, the effect of which is to create a personal interest which may conflict with the officer's public duty;
10. Be a purchaser or vendor at any sale or purchase made by the Director in the Director's official capacity;
11. Use public funds or property to obtain a pecuniary benefit for himself or herself;
12. Solicit, accept, or receive a pecuniary benefit as payment for services, advice, assistance, or conduct customarily exercised in the course of the Director's official business;
13. Use or disclose confidential information gained in the course of or by reason of the Director's official position or activities in any manner with the intent to obtain a pecuniary benefit for the Director or any other person or entity in whose welfare the Director is interested or with the intent to harm the District;
14. Appoint or vote for the appointment of any person related to him or her by blood or marriage within the second degree to any clerkship, office, position, employment or duty, when the salary, wages, pay, or compensation of such appointee is to be paid out of public funds or fees of office; or appoint or furnish employment to any person whose salary, wages, pay, or compensation is to be paid out of public funds or fees of office, and who is related by either blood or marriage within the second degree to any other public servant making or voting for such appointment.

Relation by blood within the second degree includes grandparents and grandchildren. Laterally, it includes brothers and sisters.

Cross Reference:	1615	Director Spouse Employment
Legal References:	I.C. § 18-1359 I.C. § 18-1361 I.C. § 18-1361A I.C. § 33-5204 I.C. § 33-5204A I.C. § 74-501 I.C. § 74-502	Using Public Position for Personal Gain Self-Interested Contracts — Exception Non-compensated Appointed Public Servant — Relatives of Public Servant — Exception Nonprofit Corporation—Liability—Insurance Applicability of Professional Codes and Standards – Limitations upon Authority Officers Not to be Interested in Contracts Remote Interests

I.C. § 74-503
I.C. § 33-5206

Officers Not to be Interested in Sales
Requirements and Prohibitions of a Public
Charter School

Policy History:

Adopted on:
Revised on:
Reviewed on:

INSTRUCTION

2310

Nutrition Education

Quality nutrition education ~~should be which is~~ presented creatively, ~~be and is~~ grade appropriate, and builds knowledge and skills throughout the ~~child's~~ student's school experience. It addresses factual information and explores the health, social, cultural, and personal issues influencing food choices. Nutrition and nutrition education are recognized as important contributors to overall health.

Comprehensive nutrition education programs extend beyond the classroom into the larger School environment. The School cafeteria serves as a laboratory where students apply critical thinking skills taught in the classroom. Physical education programs, after-school sports, and School health services are appropriate avenues for nutrition education efforts. Students need to explore how:

1. Knowledge has purpose and meaning in their lives; and
2. Curriculum points to the connections within and across disciplines.

Examples of how nutrition can be integrated into classes include discussing ethnic food practices in the context of history and geography; preparation of healthy food in home economics, adult living, or life skills courses; the study of essential nutrients in science and biology classes; applying mathematical and technological skills to conduct dietary analysis; and addressing the wide range of social, cultural, and psychological aspects of food in language and social studies classrooms.

Forrest M. Bird Charter School has a comprehensive curriculum approach to nutrition in kindergarten through grade 12. All instructional staff are encouraged to integrate nutritional themes into daily lessons when appropriate. The health benefits of good nutrition should be emphasized. These nutritional themes include but are not limited to:

1. Knowledge of My Plate;
2. Healthy choices to decrease illness;
3. Sources and variety of foods;
4. Guide to a healthy diet;
5. Diet and disease;
6. Understanding calories and food as energy;
7. Healthy snacks;
8. Healthy breakfast;
9. Healthy diet;
10. Food labels;
11. Major nutrients;
12. Multicultural influences;
13. Serving sizes by age, sex, and activity level;

14. Proper sanitation;
15. Importance of fluid intake and selection; and
16. Identifying and limiting low nutrition food.

The School nutrition policy reinforces nutrition education to help students practice these themes in a supportive school environment.

All nutrition education will be scientifically based, consistent with the most recent Dietary Guidelines for Americans.

Nutrition education will be offered in the School cafeteria as well as in the classroom, with coordination between School food service staff and teachers. Teachers can display posters, videos, websites, etc. on nutrition topics and send materials home to involve parents.

Participation in USDA nutrition programs is encouraged as the School conducts nutrition education activities and promotions that involve students, parents, and the community. The School ~~nutrition committee~~ Nutrition Committee described in Policy 8210 will be responsible for these activities ~~will be composed of child nutrition services staff, student services staff, school nurses, health teachers, and physical education coaches.~~

School Community

For a truly comprehensive approach to the School-based nutrition programs and services, it is crucial that all members of the School community help to create an environment that supports healthy eating practices. Administrators, teachers, School food service and other personnel; parents; and students need to be involved in this effort. Decisions made in all School programming need to reflect and encourage positive nutrition messages and healthy food choices. This includes coordination of nutrition education with the cafeteria and the promotion of healthy food choices in the cafeteria and all School events, such as fundraisers.

Local Community

~~The effectiveness of School based nutrition programs and services can be enhanced by outreach efforts in the surrounding community. Personnel should be familiar with the health and nutritional resources available through the community and local agencies. Contacts should be made with the health department, community nutrition programs, health centers, local food pantries, and fitness programs. Once contact has been established, collaborative efforts should be made with other community agencies to positively influence the health and nutritional status of school age children.~~

~~The School will work with a variety of media to spread the word to the community about a healthy school nutrition environment, such as local newspaper and television stations.~~

Parent Involvement

The School will support parents' efforts to provide a healthy diet and daily physical activity for their children. The School will offer healthy eating seminars for parents, send home nutrition information, post nutrition tips the School's website, and provide nutrient analyses of School menus. ~~The Schools should encourage parents to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the School's nutrition standards for individual foods and beverages. The School will also encourage the use of foods that comply with Smart Snacks in Schools standards for any school classroom celebrations involving food. The School will provide parents a list of foods that meet the School's snack standards and ideas for healthy celebrations/parties, rewards, and fundraising activities. In addition, the School will provide opportunities for parents to share their healthy food practices with others in the School community.~~

~~The School will provide physical education and other school based physical activity opportunities before, during, and after the school day; and support parents' efforts to provide their children with opportunities to be physically active outside of school. Such support will include sharing information about physical activity and physical education through a website, newsletter, or other take home materials; special events; or physical education homework.~~

~~Parents are to be advised that their children are participating in a nutrition education or counseling experience, encouraging their support at home. Parent involvement can be in person or through communication sent to the home.~~

~~Nutrition education will be provided to parents beginning at the elementary level. The goal will be to continue to educate parents throughout the middle and high school levels;~~

~~Healthy eating and physical activity will be actively promoted to students, parents, teachers, administrators, and the community at registration, PTO meetings, open houses, health fairs, teacher inservices, etc.; and~~

~~Nutrition education from evidence based sources (such as USDA's Team Nutrition and My Plate) may be provided in the form of handouts, postings on the School website, or presentations at open houses that focus on nutritional value and healthy lifestyles.~~

Cross Reference:	2305	Nutrition Services
	2310	Nutrition Education
	2315	Physical Activity Opportunities and Education
	4180	Community Involvement in Student Nutrition and Exercise
	7310	Advertising in Schools/Revenue Enhancements
	8200	Local School Wellness
	8210	School Nutrition Committee
	8230	Nutrition Standards
	8235	Water Consumption/Water Bottle Policy
	8240	School Meals
	8250	Guidelines for Food and Beverages Sales

Legal Reference: ~~Pub. L. 111 296~~ ~~The Healthy, Hunger Free Kids Act of 2010~~⁴² U.S.
Code § 1758b Local School Wellness Policy
~~7 C.F.R. § 210.11~~ Competitive Food Service and Standards
~~7 C.F.R. § 210.12~~ Student, Parent, and Community Involvement
~~7 C.F.R. § 210.310~~ Local School Wellness Policy

Other References: Smart Snacks in School Regulations by the United States Department of
Agriculture
~~Implementation and Monitoring Plan, Idaho State Department of Education~~

Policy History:

Adopted on:

Revised on:

Reviewed on:

INSTRUCTION

2385

English Learners Program

In accordance with the Board's philosophy to provide a quality educational program to all students, {{School_Name}} shall provide an appropriate planned instructional program for identified students whose dominant language is not English. The purposes of the program are:

1. To help ensure that English learners, including immigrant children and youth, attain English proficiency and develop high levels of academic achievement in English;
2. To assist all English learners, including immigrant children and youth, to achieve at high levels in academic subjects so that all English learners can meet the same challenging state academic standards that all children are expected to meet;
3. To assist teachers (including preschool teachers) and other school leaders, state educational agencies, local educational agencies, and schools in establishing, implementing, and sustaining effective language instruction educational programs designed to assist in teaching English learners, including immigrant children and youth;
4. To assist teachers (including preschool teachers), other school leaders, state educational agencies, and local educational agencies to develop and enhance their capacity to provide effective instructional programs designed to prepare English learners, including immigrant children and youth, to enter all-English instructional settings; and
5. To promote parental, family, and community participation in language instruction educational programs for the parents, families, and communities of English learners.

Accordingly, the Board shall adopt a program of educational services for each student whose dominant language is not English. The program shall include bilingual/bicultural or English as a Second Language instruction.

The Executive Director or designee shall implement and supervise an English Learners program which ensures appropriate English Learners instruction and complies with applicable laws and regulations.

The Executive Director or designee, in conjunction with appropriate stakeholders, shall develop and disseminate written procedures regarding the English Learners program, including:

1. Program goals;
2. Student enrollment procedures;
3. Assessment procedures for program entrance, measurement of progress, and program exit;
4. Classroom accommodations;

5. Grading policies; and
6. A list of resources, including support agencies and interpreters.

Forrest M. Bird shall establish procedures for identifying students whose dominant language is not English. For students whose dominant language is not English, assessment of the student's English proficiency level must be completed to determine the need for English as a Second Language instruction.

Students whose dominant language is not English should be enrolled in Forrest M. Bird Charter School upon proof of residency and other legal requirements. Students shall have access to, and be encouraged to participate in, all academic and extracurricular activities of Forrest M. Bird Charter School.

Students participating in English Learners programs shall be required, with accommodations, to meet established academic standards and graduation requirements adopted by the Board.

The English Learners program shall be designed to provide instruction which meets each student's individual needs based on the assessment of English proficiency in listening, speaking, reading, and writing. Adequate content-area support shall be provided while the student is learning English to assure achievement of academic standards.

All English Learners shall be assessed annually using the state-approved assessment of English language proficiency.

The English Learners program shall be evaluated for effectiveness as required, based on the attainment of English proficiency, and shall be revised when necessary.

English Learners shall participate in the School's statewide assessments, unless 20 USC 6311(b)(3) and the regulations of the State Department of Education allow for their exclusion from an assessment.

~~A student may be excluded from requirements to participate in Idaho's direct writing assessment and in Idaho's direct mathematics assessment, if either test is required to be given, if the following requirements are met:~~

- ~~1. The student has not been enrolled for two full school years in an elementary school or secondary school in the United States;~~
- ~~2. The student scores less than a level four on the State assessment used to determine English language proficiency; and~~
- ~~3. If the parent/guardian of the student and the student's teacher agree that such an assessment exclusion is educationally appropriate for the student.~~

At the beginning of each school year Forrest M. Bird Charter School shall notify parents of students qualifying for English Learners programs about the instructional program and parental options, as required by law. Parents/guardians will be regularly apprised of their student's progress. Whenever possible, communications with parents/guardians shall be in the language understood by the parents/guardians.

Forrest M. Bird Charter School shall maintain an effective means of outreach to encourage parental involvement in the education of their children.

Reporting

At the conclusion of every second fiscal year during which grant funds are received, the Executive Director or designee shall provide the Idaho Department of Education with a report, in a form prescribed by the Department, describing Forrest M. Bird Charter School’s English Learner program and activities and providing the School’s applicable demographic data.

Cross Reference:	4160	Parents Right-to-Know Notices
Legal Reference:	20 U.S.C. §§ 1701-58	Equal Educational Opportunities Act of 1974
	<u>20 U.S.C. § 6311</u>	State Plans
	<u>20 U.S.C. § 6811, et seq.</u>	English Language Acquisition, Language Enhancement, and Academic Achievement Act
	42 U.S.C. § 2000(e), et seq.	Title VII of the Civil Rights Act of 1964
	<u>ESEA Section 1111(b)(2)</u>	
	<u>I.C. § 33-1618</u>	Assessment Exception

Policy History:

Adopted on:

Revised on:

Reviewed on:

INSTRUCTION

Supporting Students with Characteristics of Dyslexia

The Charter School shall take steps to ensure students with characteristics of dyslexia are identified and will work with the students' parents to provide them with academic support.

The fall administration of the statewide reading assessment will be used as an initial screening to identify students who have characteristics of dyslexia, as defined in I.C. 33-1802. Students in grades kindergarten through 5 who are identified by the initial screening shall be given a second (Tier 2) diagnostic screening test for characteristics of dyslexia. This Tier 2 screening shall also be provided to students identified by their classroom teacher and to students whose parent/guardian requests this screening. The Tier 2 screening may be selected from among the Tier 2 screening measures recommended by the State Department of Education for this purpose.

When a student is identified as having characteristics of dyslexia by the initial screening or the Tier 2 screening, the student's parents/guardians shall be notified and provided with the School's options for school interventions.

The School shall provide evidence-based interventions for any students identified with characteristics of dyslexia by either screening. These interventions shall align with the Idaho comprehensive literacy plan and the State Dyslexia Handbook.

The School shall submit to the State Board of Education any data they require on the effectiveness of such interventions.

Professional Development

Beginning in the 2023-2024 school year, all School instructional staff and instructional coaches involved in the instruction of students in grades kindergarten through 5 shall be required to complete a professional development on dyslexia approved by the State Department of Education for this purpose.

All teachers, administrators, and school counselors with an instructional certificate in grades 6 through 12 must complete professional development on the characteristics of dyslexia no later than the beginning of the 2023-2024 school year.

<u>Legal References:</u>	<u>I.C. § 33-1802</u>	<u>Definitions</u>
	<u>I.C. § 33-1811</u>	<u>Dyslexia</u>

Procedure History:

Promulgated on:

Revised on:

Reviewed on:

INSTRUCTION

2460

Extended Learning Opportunities

The Board encourages students to pursue extended learning opportunities (ELOs) as a way to gain knowledge and skills outside the traditional classroom. The Charter School shall allow students to receive credit for ELOs.

“Extended learning opportunity” or “ELO” shall mean an out-of-classroom learning experience that provides a student with:

1. Enrichment opportunities outside of a classroom setting;
2. Career readiness or employability skills, including internships, pre-apprenticeships, and apprenticeships; or
3. Any other type of out-of-classroom educational opportunity approved by the State Board of Education or the School.

ELOs may include, but are not limited to performing groups, internships, community service, apprenticeships, or other opportunities approved by the School, in conjunction with Board policies.

All ELOs shall comply with applicable laws and regulations, including child labor laws and regulations governing occupational safety.

ELOs shall not include activities for religious purposes.

The School maintains a policy of not charging a fee for any course for which academic credit is awarded. In keeping with this policy and with the State Constitution’s requirement to maintain a system of free public schools, the ELOs may not include activities for which a fee is charged.

In determining whether to approve an ELO proposed by a student or by a prospective supervising organization, the School shall consider the overall benefits, costs, advantages, and disadvantages to both the student and the School.

Approval of a Proposed ELO

An organization such as a nonprofit organization, an Idaho business, a trade association, or the United States armed forces may apply to offer Charter School students a for-credit ELO. The application must demonstrate the opportunity will teach students specific Idaho Content Standards or the Idaho College and/or Career Readiness Competencies and Subskills.

Requests by organizations seeking to offer an ELO shall be evaluated by the Executive Director or their designee. The Board directs the Executive Director to create a process for evaluating these applications.

At a minimum, all applications by supervising organizations or students must meet the following criteria:

1. Provide for administration and supervision of the program; and
2. Meet rigorous standards, including the minimum standards established by the School.
The Board directs the Executive Director to draft such standards.

Request by Student for Credit

In addition to opportunities proposed by a supervising organization as described above, a student may request credit for a proposed ELO on an individual basis. To do so, they must provide written permission from their parent, if the student is a minor, to participate in a particular extended education opportunity.

The application must demonstrate the opportunity will teach the student specific Idaho Content Standards or the Idaho College and/or Career Readiness Competencies and Subskills.

Such applications must be submitted to the Executive Director OR designee at least 20 days prior to the beginning of the proposed opportunity when prior approval is sought. The deadline may be waived at the Executive Director OR designee's discretion. Alternatively, a student may apply to receive credit for an activity as an ELO after it has begun, provided application is made within 20 days of the completion of the activity.

The application will be reviewed by the Executive Director OR designee and any other staff the School deems appropriate. A decision will be made within five days of receipt of the application. The student will be notified in writing of the status of the application. If additional information is requested, the information must be submitted within one week of receipt of the request.

Once a student-initiated opportunity has been approved as an ELO, the School may consider it an approved ELO for other students.

Nature of Credit Awarded

If a middle level or high school student requests credit for an ELO and the School approves this request, or if the student participates in an approved ELO, the student shall receive credit toward their graduation requirements.

If an elementary student requests credit for an ELO and the School approves this request, or if the student participates in an approved ELO, the student shall receive credit toward mastery of required skills or standards.

The School may award elective credit for an ELO that does not qualify for credit toward core instruction graduation requirements.

The Board directs the Executive Director to draft criteria for determining whether a proposed learning opportunity will qualify for credit toward one or more core subjects, elective credit, or

required skills or standards. Granting of credit shall be based on a student's mastery of Idaho Content Standards or the Idaho College and Career Readiness Competencies and Subskills. Credit counted toward a core subject shall only be awarded for ELOs which align with the content standards of a course for which core credit is awarded. The Executive Director may designate a teacher with expertise in teaching a subject area to determine whether an ELO meets these criteria and qualifies for credit.

The School reserves the right to determine the number of credits to be awarded. Any credits earned may be calculated towards the student's grade point average (GPA). In that instance, the course name and actual grade earned will be noted on the student's official transcript.

The Board may direct the Executive Director or their designee to track approved ELOs and may direct the Executive Director or designee to make information on approved ELOs available to guide students, parents/guardians, and community members who may be interested in pursuing or offering an ELO.

Responsibility

Any ELO shall be the financial responsibility of the student's parent/guardian. The student or their parent/guardian will be responsible for providing transportation to and from the off-campus site. However, the School may choose to provide transportation, if feasible.

The organization supervising any ELOs shall be responsible for the student's personal safety and well-being.

A signed agreement among the school, the student, the student's parent/guardian, and a designated agent of the supervising organization may be required before any ELO will be approved by the School. The agreement should specify the roles and responsibilities of each party.

It is the student's responsibility to maintain academic standing and enrollment in the approved program. Any failure to complete an approved program may jeopardize the student's ability to earn credit for the course and may result in the ELO being counted as a failing grade.

In order to ensure the integrity of the learning experience approved under this program, the student will be required periodically or upon request to provide evidence of progress and attendance. The Executive Director OR designee shall be responsible for certifying completion of the ELO and the award of credits consistent with the School's policies, procedures, and rules.

In order to certify completion of co-curricular programs and activities based upon specific instructional objectives aligned to the standards, each school shall develop appropriate mechanisms to document student progress and program completion in each student's record.

Cross References: 3440 Student Fees, Fines, and Charges/Return of Property

Legal References: Constitution of the State of Idaho, Article IX, Section 1 Legislature to
Establish System of Free Schools
I.C. § 33-6401 et seq. Extended Learning Opportunities

Policy History:

Adopted on:

Revised on:

Reviewed on:

INSTRUCTION

2520

Curricular Materials

The term “curricular materials” is defined as “textbook, instructional media, including software, audio/visual media, and internet resources.”

The Board of Directors is legally responsible for approving and for providing the necessary curricular materials used in Forrest M. Bird Charter School. Textbooks and instructional materials should provide quality learning experiences for students and:

1. Enrich and support the curriculum;
2. Stimulate growth in knowledge, literary appreciation, aesthetic value, and ethical standards;
3. Provide background information to enable students to make intelligent judgments;
4. Present opposing sides of controversial issues;
5. Be representative of the many religious, ethnic, and cultural groups and their contributions to our American heritage; and
6. Depict in an accurate and unbiased way the cultural diversity and pluralistic nature of American society.

The Board ~~shall may~~ appoint a curricular materials adoption committee for the purpose of advising the Board on selection of curricular materials for use within the School that are not covered by the state curriculum materials committee. At least ½ of this committee must be comprised of persons other than public educators and Board Directors and shall include parents of a child or children attending school at the Charter School. ~~Each committee shall have two or more Directors.~~ The creation of committees and appointment of members must be in accordance with Charter School Policy 1250. All meetings of the committee shall be held in open session and be duly noticed.

Curricular materials may be made available for loan to students when the best interest of Forrest M. Bird Charter School and student will be served by such a decision. Students will not be charged for normal wear. They will be charged replacement cost, however, as well as for excessive wear, unreasonable damage, or lost materials. The professional staff will maintain records necessary for the proper accounting of all curricular materials.

Curricular materials provided for dual credit courses offered by an institution of higher education are selected by the provider and not the Charter School. The Charter School has no control over the selection, adoption and removal of curricular materials and it is the responsibility of the parent to have knowledge of and/or review such prior to student enrollment.

Any person may submit oral or written objections to any curricular materials under consideration.

Cross References: 1250
2530

Committees
Learning Materials Review

Legal References: I.C. § 30-30-617

Idaho Nonprofit Corporation Act - Directors and
Officers - Committees of the Board

I.C. § 33-1612

Courses of Instruction - Thorough System of Public
Schools

I.C. § 33-5210(4)

Application of School Law – Accountability –
Exemption from State Rules - Public Charter
Schools

Policy History:

Adopted on:

Revised on:

Reviewed on:

INSTRUCTION

2530

Learning Materials Review

~~Citizens objecting to specific materials used in {{School_Name}} are encouraged to submit a complaint in writing and discuss the complaint with the Executive Director prior to pursuing a formal complaint pursuant to the Uniform Grievance Procedure.~~

Any parent/guardian of a Charter School student, any student, any employee, or any resident of the Charter School's attendance area may formally challenge a specific learning material item used by the School's educational program.

Learning materials, for the purposes of this policy, are not limited to Board approved curriculum but shall also be considered to be any material used in classroom instruction, library materials, or any materials to which a teacher might refer a student as part of the course of instruction.

The major criterion for deciding whether to keep or remove a challenged resources is the appropriateness of the resource for its intended educational use. This may include:

1. The appropriateness of the material for the instructional objectives it is used to teach;
2. The appropriateness of the material's level of difficulty; and
3. The appropriateness of the material for the age group(s) with which it is used.

No library material shall be removed solely because of the ideas expressed therein.

Informal Process

Any individual identified above raises a complaint about a piece of learning material should first discuss the matter informally with the teacher, librarian, or other staff member who oversees its use. The patron should explain their objection to the material.

The staff member shall try to resolve the matter informally through such measures as:

1. Explaining the School's materials selection process, the criteria for selection and the qualifications of the professional staff who selected the questioned resource;
2. Explaining the intended educational purpose of the resource, its value as a resource, and any additional information regarding its use; and/or
3. Offering a concerned parent an alternative instructional resource to be used by that parent's child in place of the challenged resource in a manner that complies with Policy 2425 Parental Rights.

If the complainant wishes to make a formal challenge, the staff member may direct the complainant to this policy.

Formal Process

An eligible party who wishes to make a formal objection should submit their complaint in writing to the Executive Director.

The Executive Director shall convene a learning materials review committee. Members of this committee may include such parties as:

1. Instructional staff who have experience using the challenged resource with students;
2. Other teachers and librarians;
3. Administrators;
4. Parents/guardians of Charter School students; and
5. Any other appropriate individuals selected by the Executive Director.

All members of the committee shall review the challenged resource. They shall also consider written or verbal comments submitted by parents/guardians of School students, School employees, and residents of the School's attendance area on the material in question. Where appropriate, the committee may solicit advice or opinion from other School staff and/or relevant professional organizations of librarians, English teachers, or other appropriate professionals.

The committee shall vote on whether the challenged resource should be kept or removed in accordance with the principles set out in this policy or whether some other change should be made. The committee shall prepare a written report of its findings and provide copies to the Executive Director, the complainant, and to staff members who oversee use of the resource. The Executive Director shall review the committee's report.

If the material under consideration is part of the School's curriculum, and if the committee votes in favor of removing it from the curriculum, the Board shall review the report, and the Board shall determine whether the challenged resource should be kept or removed or whether some other change should be made.

If the material in question is a library resource or other material available to students and not part of the School's Board-approved curriculum, the Executive Director shall determine whether to keep or remove the material in question or if some other change should be made. The Executive Director's decision in this regard may be appealed to the Board.

If an appeal of the Executive Director's decision is made to the Board, the Board has the sole discretion in determining how to handle the complaint review, including but not limited to the Board's option of solely reviewing the committee's report and making a determination or seeking to speak with the parties involved in the complaint during a properly noticed meeting of the Board. The decision of the Board will be final.

Cross Reference: 2425 Parental Rights
 2500 Library Materials

Policy History:

Adopted on:

Revised on:

Reviewed on:

INSTRUCTION

Mastery-Based Education

The purpose of this policy is to provide opportunities for students to demonstrate the full extent of their knowledge and abilities, to offer appropriate credit for their efforts outside the normal classroom environment, and to allow for more personalized and differentiated learning. This process may allow a student to achieve credits by demonstrating mastery of a subject's content standards as defined and approved by the Charter School.

This policy directs the School to:

1. Offer flexibility as they meet each student's diverse needs, interests, and levels and rate of learning; and
2. Create additional options for students to demonstrate their mastery of course content.

"Mastery-based education" shall mean an education system where student progress is based on a student's demonstration of mastery of competencies and content, not seat time or the age or grade level of the student.

Mastery-Based Education Plan

The Board directs the Executive Director to develop a plan that describes how the School will maintain a mastery-based approach to education. The plan may be developed with the input of teachers and other education stakeholders.

The plans shall include a process for determining mastery and awarding credit. Such rubrics and assessments shall be based on the Idaho Content Standards and the Idaho College and Career Readiness Competencies and Subskills. They may provide a variety of modes for a student to demonstrate mastery, including:

1. The successful completion of classroom or equivalent work, such as supervised independent study, extended learning experiences, or project-based learning.
2. Passing an appropriate exam;
3. Providing a portfolio of work or other assessment evidence;
4. Providing documentation of prior learning activities or experiences, such as through diplomas or transcripts from schools, colleges, or universities; awards; or letters attesting to the completion of the activity or experience; or
5. Some combination of the above.

Legal References:	<u>I.C. § 33-1632</u>	<u>Mastery-Based Education</u>
	<u>I.C. § 33-6401 et seq.</u>	<u>Extended Learning Opportunities</u>
	<u>I.D.A.P.A. 08.02.03.105b</u>	<u>Mastery</u>

Other Reference: Summary: Determining Mastery for Advancement, Grading, and Crediting by the Idaho State Department of Education.
<https://www.sde.idaho.gov/mastery-ed/files/guides/Determining-Mastery-Summary.pdf>

Policy History:
Adopted on:
Revised on:
Reviewed on:

INSTRUCTION

2700

High School Graduation Requirements

The Board of Directors shall award a regular high school diploma to every student enrolled in {{School_Name}} Forrest M. Bird Charter School who meets the requirements of graduation established by the School. The official transcript will indicate the specific courses taken and level of achievement.

The Board shall establish graduation requirements which, as a minimum, satisfy those established by the State Board of Public Education. Generally, any change in graduation requirements promulgated by the Board will become effective for the next class to enter 9th grade. Exceptions to this general rule may be made where it is determined by the Board that the proposed change in graduation requirements will not have a negative effect on students already in grades 9 through 12. The Board shall consider and vote on whether to approve graduation requirements as recommended by the Executive Director.

A student who has an Individualized Education Program (IEP) ~~possesses a disabling condition~~ shall satisfy those competency requirements which are incorporated into the ~~individualized education program ("IEP")~~. Satisfactory completion of the objectives incorporated into the IEP shall serve as the basis for determining completion of a course.

A student may be denied participation in graduation ceremonies. Such exclusion shall be regarded as a school suspension. In such instances, the diploma will be awarded after the official ceremony has been held.

Cross Reference:	<u>2435</u>	<u>Advanced Opportunities</u>
	<u>2460</u>	<u>Extended Learning Opportunities</u>
	<u>2470</u>	<u>Self-Directed Learners</u>
	<u>2640</u>	<u>Mastery-Based Education</u>
	<u>2700P</u>	<u>High School Graduation Requirements</u>

Legal References:	I.C. § 33-4601	<u>Advanced Opportunities - Definitions</u>
	I.C. § 33-6101 et seq.	<u>Opportunities for College and Career Ready Students</u>
	IDAPA 08.02.01.250.02	<u>Required Attendance</u>
	IDAPA 08.02.01.350	<u>Early Graduation</u>
	IDAPA 08.02.03.105	<u>High School Graduation Requirements</u>

Policy History:

Adopted on:

Revised on:

Reviewed on:

INSTRUCTION

2700P

High School Graduation Requirements

Publication of Graduation Requirements

Prior to registering for high school, each student will be provided with a copy of the current graduation requirements. Graduation requirements shall also be included in the student handbook.

Credits

Students shall be expected to earn a total of 60 trimester credits and additional requirements in order to complete graduation requirements for an honors diploma, or 59 trimester credits in order to complete the requirements for a general diploma, or 46 trimester credits and petition the Board to obtain a basic diploma. Special education students who have successfully completed their IEP leading to completion of high school will be awarded a diploma.

Honors Diploma

Secondary Language Arts and Communication		10 credits
English 1	2 credits	
American Literature	2 credits	
World Literature	2 credits	
Literature or Dual Enrollment	2 credits	
Senior Project	1 credit	
Speech or Debate	1 credit	
Mathematics		8 credits
Algebra	2 credits	
Geometry	2 credits	
Algebra 2 or higher and/or Dual College Credit	3 credits	
Personal Finance	1 credit	
Science		8 credits (4 lab)
Biology 1	2 credits	
Chemistry 1	2 credits	
Physics, Anatomy or Dual College Credit	2 credits	
General Science	2 credits	
Social Studies		8 credits
US History	2 credits	

Government	2 credits
Economics	1 credit
World History or Dual College Credit	2 credits
General Science	1 credit

Humanities 4 credits

Foreign Language	2 credits
Art	1 credit
Music	1 credit

Note: Humanities courses will be counted towards the elective credit count

Health/Wellness 1 credit

*Each student shall receive a minimum of 1 class period on psychomotor cardiopulmonary resuscitation (CPR) training as outlined in the American Heart Association (AHA) Guidelines for CPR to include the proper utilization of an automatic external defibrillator (AED) as part of the Health/Wellness course. Additionally, Students participating in one season in any sport recognized by the Idaho High School Activities Association or club sport recognized by the District, or 18 weeks of a sport recognized by the District may choose to substitute participation for up to one credit of physical education.

Elective Credits 25 credits

Note: Includes Humanities

*** Students complete a combination of 8 dual enrollment college credits, or successfully pass 2 AP exams, or earn 15 honors credits to be awarded an honors diploma.

*** Students must have a 3.5 or higher to be considered for the Honors Diploma.

General Diploma

Secondary Language Arts and Communication 9 credits

English 1	2 credits
American Literature	2 credits
World Literature	2 credits
Literature or Dual Enrollment	1 credit
Senior Project	1 credit
Speech or Debate	1 credit

Mathematics 8 credits

Algebra	2 credits
Geometry	2 credits
General Mathematics, such as Alg. 2, Trig, etc.	3 credits
Personal Finance	1 credit

Science 8 credits (4 lab)

Biology	2 credits
Chemistry or Physical Science	2 credits
General Science	4 credits

Social Studies		8 credits
US History	2 credits	
Government	2 credits	
Economics	1 credit	
General Social Studies	3 credits	

Humanities		3 credits
Foreign Language	2 credits	
Humanities Course	1 credit	
Note: Humanities courses will be counted towards the elective credit count.		

Health/Wellness 1 credit
 *Each student shall receive a minimum of 1 class period on psychomotor cardiopulmonary resuscitation (CPR) training as outlined in the American Heart Association (AHA) Guidelines for CPR to include the proper utilization of an automatic external defibrillator (AED) as part of the Health/Wellness course. Additionally, Students participating in one season in any sport recognized by the Idaho High School Activities Association or club sport recognized by the District, or 18 weeks of a sport recognized by the District may choose to substitute participation for up to one credit of physical education.

Elective Credits		25 Credits
Note: Includes Humanities.		

Basic Diploma

The core of instruction is forty-six (46) trimester credits for a basic diploma. Students seeking a basic diploma will need to petition the Board for approval and petitioning cannot be done prior to the fall of the student's 3rd year of high school.

Secondary Language Arts and Communication		9 credits
English I	2 credits	
American Literature	2 credits	
World Literature	2 credits	
Literature	1 credit	
Senior Project	1 credit	
Speech	1 credit	

Mathematics		6 credits*
Algebra I	2 credits	
Geometry	2 credits	
Personal Finance	1 credit	
Other Math	1 credit	

Science		6 credits (4 lab)
Physical Earth Science or Chemistry	2 credits	
Biology 1	2 credits	
Other Science	2 credits	

Social Studies		5 credits
US History	2 credits	
American Government	2 credits	
Economics	1 credit	

Humanities		2 credits
Interdisciplinary humanities, visual, and performing arts, or Foreign language		

Health/Wellness		1 credit
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*Each student shall receive a minimum of 1 class period on psychomotor cardiopulmonary resuscitation (CPR) training as outlined in the American Heart Association (AHA) Guidelines for CPR to include the proper utilization of an automatic external defibrillator (AED) as part of the Health/Wellness course. Additionally, Students participating in one season in any sport recognized by the Idaho High School Activities Association or club sport recognized by the District, or 18 weeks of a sport recognized by the District may choose to substitute participation for up to one credit of physical education.

Elective Credits		17
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Early Graduation

Nine Trimester graduate: A student who completes all of the graduation requirements for a general diploma set forth by the Charter School and the State Department of Education prior to the completion of twelve trimesters of school attendance in grades 9-12 may petition the State Board of Directors for early graduation by submitting such a petition to the Principal. The Principal shall submit the petition to the Board of Directors for endorsement and approval at the end of the quarter preceding the requested graduation date.

1. Attendance: To be eligible for early graduation, a student must complete nine trimesters of school attendance and must have been in attendance in Forrest M. Bird Charter High School prior to the beginning of his/her nine trimester of attendance. During the student's ninth trimester of school attendance, the student must be in school for six class hours and must pass five or more subjects during his/her ninth trimester of attendance
2. Guidelines: Students should notify the school of their interest to graduate early by the end of the first trimester of their third year of high school. Approval to enter the nine trimester program must be subsequent to a conference of parents, student, and school principal. The conference and application should be submitted to the school prior to the last day of the first trimester of the third year.

Middle School Credit

If a middle school student completes any required high school course with a grade of C or higher before entering the 9th grade, and if that course meets the same standards that are required in high school and the course is taught by a teacher certified to teach high school content, then the student has met the high school content area requirement for such course. The student shall be given a grade for the successful completion of that course and such grade and the number of credit hours assigned to the course shall be transferred to the student's high school transcript and the student's parent or guardian shall be notified in advance when credits are going to be transcribed. However, the student's parent/guardian may elect to not have the credits and grade transferred to the student's high school transcript. The student still must complete the required number of credits in all high school core subjects identified above in addition to the courses completed in middle school, unless the student is a participant in the 8 in 6 Program.

Senior Project

A student shall complete a senior project that includes reading, research, a research paper and oral presentation by the end of grade 12. Successful completion of the Senior Project and course work will be given English credit.

Idaho Standards Achievement Tests (ISAT)

In addition to obtaining the necessary credits as outlined above, a student will take the Idaho Student Achievement Test (ISAT) as defined by State Board of Education rules.

Civics Test

Beginning with the class of 2017, all secondary students must successfully pass the civics test or alternate path. "Civics test" as used herein means the 100 questions used by officers of the United States citizenship and immigration services as a basis for selecting the questions posed to applicants for naturalization.

The Charter School will determine the method and manner in which to administer the civics test. A student may take the civics test, in whole or in part, at any time after enrolling in grade 7 and may repeat the test as often as necessary to pass the test. The School will document on the student's transcript that the student has passed the civics test.

The applicability of this requirement for students who receive special education services will be governed by the student's Individualized Education Plan.

Waiver of Requirement

Graduation requirements generally will not be waived under any circumstances. However, in rare and unique hardship circumstances, the Executive Director may approve minor deviation from the graduation requirements.

Alternative Programs

Credit toward graduation requirements may be granted for planned learning experiences from accredited programs, such as summer school, university courses, correspondence courses, online/virtual courses, , extended learning opportunities, and mastery-based education

Credit for work experience may be offered when the work program is a part of and supervised by the Charter School.

All classes attempted at Forrest M. Bird Charter School and all acceptable transfer credits shall be recorded on the transcript. All grades earned, including failures and retakes, shall be recorded as such and utilized in the calculation of Grade Point Average and class rank. Credit shall be awarded only once, regardless of repetition of the course.

Honor Roll

A student must have a minimum grade-point average of 3.5 to be placed on the honor roll. Specific information regarding honors at graduation is included in the student handbook.

Class Rank (Grade Point Average)

Class Rank is compiled from semester grades. Courses not eligible for GPA are designated with an asterisk on the report card.

Early Completion of Graduation Requirements

A student who completes all of the graduation requirements set forth above prior to the completion of eight semesters of school attendance in grades 9 through 12 may petition the Executive Director and Board for early graduation by submitting such a petition to the Executive Director. The Executive Director shall submit the petition to the Board for endorsement and approval at the end of the quarter preceding the requested graduation date.

Early Achievement of College/Career Readiness and Flexible Schedule

A student may, at the student's option and upon notification to the School, be relieved from completing their remaining high school graduation requirements and apply for a flexible schedule or graduate early if the student:

1. Is at least 16 years of age;
2. Maintains a cumulative 3.5 grade point average;
3. Obtains permission from a parent/guardian, if under the age of 18;
4. Achieves a college and career readiness score;

5. Files the following with the school:

- A. Notification of their intent to take a flexible schedule OR graduate early;
- B. The student's participation portfolio; and
- C. An essay of at least one page explaining why the student wishes to have a flexible schedule which must include the future plans using the flexible schedule OR early graduation;

6. Completes the following:

- A. The required civics test;
- B. The economics credit, government credits, and senior project required to graduate. A student's senior project may describe the student's experience in achieving a college and career readiness score and a detailed explanation of the student's future plan.

Students eligible for a flexible schedule may be relieved from high school graduation requirements in order to:

- 1. Take elective courses, career technical education programs, or courses selected by the student which are available at the School;
- 2. Participate in apprenticeships or internships;
- 3. Act as a tutor at any grade level; or
- 4. Engage in such other activities identified by the Board.

A student who is granted a flexible schedule must adhere to the plan submitted to the school as a part of their eligibility. Students who are under 18 may be modify their plan with the approval of the student's parent/guardian.

The Executive Director is authorized to create any procedures necessary to assist students to achieve early graduation or flexible schedules as well as create incentives for participation in any early graduation program. Students who opt for a flexible schedule may apply for Advanced Opportunities funding. Existing programs providing incentives to complete coursework early are described in Policy 2435 Advanced Opportunities.

Procedure History:

Promulgated on: June 11, 2019

Revised on:

Reviewed on:

STUDENTS

3000

Entrance, Placement, and Transfer

Entrance, Date, and Age

No pupil may be enrolled in kindergarten or first grade whose fifth or sixth birthday respectively does not occur on or before the first day of September of the school year in which the child registers to enter school. Any child of the age of five years who has completed a private or public out-of-state kindergarten for the required 450 hours but has not reached the age and date requirements set above shall be allowed to enter the first grade.

Initial Enrollment

Immunization records or an appropriate waiver and birth certificate are required for admission to the Charter School, subject to provisions of McKinney Homeless Assistance Act. Communication of the requirement for immunization records or exemptions shall comply with Charter School Policy ~~35253060~~.

If a birth certificate is not provided upon enrollment of a student for the first time, the Charter School shall notify the person enrolling the student in writing that he or she must provide, within 30 days, either a certified copy of the student's birth certificate or other reliable proof of the student's identity and birth date, which proof shall be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

Other reliable proof of the student's identity and birth date may include a passport, visa, or other governmental documentation of the child's identity. If the person enrolling a student fails to provide the information within the requested 30 days, the Charter School shall immediately notify the local law enforcement agency of such failure and again notify the person enrolling the student, in writing, that he or she has an additional ten days to comply.

If any documentation or affidavit received pursuant to this section appears inaccurate or suspicious in form or content, the Charter School shall immediately report the same to the local law enforcement agency. Local law enforcement will investigate these reports. Failure of a parent, or person in custody of a child, or a person enrolling a student, to comply with the documentation requirements of this section after a lawful request shall constitute a misdemeanor.

Placement

The goal of the Charter School shall be to place students at levels and in settings that will enhance the probability of student success. Developmental testing together with other relevant criteria, including but not limited to health, maturity, emotional stability, and developmental disabilities, may be considered in the placement of all students. Final disposition of all placement decisions rests with the Executive Director or his or her designee, subject to review by the Board.

Transfer

Charter School policies regulating pupil enrollment from other accredited **elementary OR secondary** schools are designed to protect the educational welfare of the child and of other children enrolled at the School.

Requests for transfer of credits from any secondary school shall be subject to a satisfactory examination of the following:

1. Appropriate certificates of accreditation;
2. Length of course, school day, and school year;
3. Content of applicable courses;
4. The school facility as it relates to credit earned (i.e., lab areas for appropriate science or vocational instruction);
5. An appropriate evaluation of student performance leading toward credit issuance; and
6. Final approval of transfer credits will be determined by the Executive Director or his or her designee, subject to review by the Board.

Cross References:	3060	Education of Homeless Children
	4160	Parents Right-to-Know Notices
Legal References:	20 U.S.C. § 7912	Unsafe School Choice
	20 U.S.C. § 6313	Eligible School Attendance Areas
	42 U.S.C. § 11432	Grants for State and Local Activities for the Education of Homeless Children and Youths
	Id. Const. art. IX, § 9	Compulsory Attendance at School
	I.C. § 18-4511	School Duties — Records of Missing Child — Identification upon Enrollment — Transfer of Student Records
	I.C. § 33-201	Attendance at Schools - School Age
	I.C. § 33-209	Attendance at Schools — Transfer of Student Records — Duties
	I.C. § 39-4801	Immunization Required
	I.C. § 39-4802	Immunization Exemptions
	I.C. § 33-5210	Application of School Law – Accountability – Exemption from State Rules

Policy History:

Adopted on:

Revised on:

Reviewed on:

STUDENTS

3370P

Searches and Seizure

The following rules shall apply to any searches and the seizure of any property by Charter School personnel:

1. The Executive Director, principal, and the authorized assistants of either shall be authorized to conduct any searches or to seize property on or near School premises, as further provided in this procedure.
2. If the authorized administrator has reasonable suspicion that any locker, car, or other container of any kind on School premises contains any item or substance which constitutes an imminent danger to the health and safety of any person or to the property of any person or the School, the administrator is authorized to conduct a search of any car or container and to seize any such item or substance.
3. The authorized administrator may perform random searches of any locker, car, or container of any kind on School premises without notice or consent.
4. If the authorized administrator has any reasonable suspicion to believe that any student has any item or substance in his or her possession, which constitutes an imminent danger to the property of any person or the School, the administrator is authorized to conduct a search of any car or container and to seize any such item or substance.
5. No student shall hinder, obstruct, or prevent any search authorized by this procedure.
6. When feasible and when a student is under 18 years of age, the authorized administrator shall contact a student's parent/guardian prior to conducting a search of their person. When it is not feasible to contact the parent prior to a search of a student's person, the authorized administrator shall attempt to contact the parent/guardian as soon as possible following the search.
- 6.7. Any search or seizure authorized in this procedure shall be conducted in the presence of at least one adult witness as described in Policy 3370. A written record of the time, date, and results shall be made by the administrator. A copy shall be forwarded to the Executive Director as soon as possible.
- 7.8. In any instance where an item or substance is found which would appear to be in violation of the law, the circumstance shall be reported promptly to the appropriate law enforcement agency.
- 8.9. In any situation where the administrator is in doubt as to the propriety of proceeding with any search or seizure, the administrator is authorized to report the

situation to the appropriate law enforcement agent. The administrator is not to become the agent of any public law enforcement agent.

Procedure History:

Promulgated on:

Revised on:

Reviewed on:

STUDENTS

3570P

Student Records

Maintenance of School Student Records

The Charter School shall maintain a record for each student that shall contain information, including but not limited to the following items listed below, if the School has created or received such information. Items 1 through 7 must be included.:

1. Birth certificate;
2. Proof of residency;
3. Unique student identifier;
4. Basic identifying information;
5. Academic transcripts;
6. Immunization records;
7. Attendance records;
8. Intelligence and aptitude scores;
9. Psychological reports;
10. Achievement test results;
11. Participation in extracurricular activities;
12. Honors and awards;
13. Special education records (maintained pursuant to IDEA requirements);
14. Verified reports or information from non-educational persons;
15. Verified information of clear relevance to the student's education;
16. Log pertaining to release of student's record; and
17. Disciplinary information.

The information described above shall be maintained in student records permanently. Other content of the student record shall be maintained for a period of seven years or years after a student graduates or permanently leaves the School, except for those records for which longer retention is required, as described in 8605.

Special Education Records shall be maintained in accordance with then-applicable special education laws, as such may change from time to time.

The Executive Director's designee shall be responsible for the maintenance, retention, or destruction of a student's records, in accordance with the School's procedure established by the Executive Director.

The unique student identifier is a number issued and assigned by the State Department of Education to each student currently enrolled or who will be enrolled. The unique student identifier shall follow the student from each district or local educational agency (LEA) or upon return to a district or LEA after an absence no matter the length of absence.

Access to Student Records

The Charter School shall grant access to student records as follows:

1. The School or any School employee shall not release, disclose, or grant access to information found in any student record except under the conditions set forth in this policy and consistent with the provisions of State and federal law.
2. The parents of a student under 18 years of age shall be entitled to inspect and copy information in the child's School records. Such requests shall be made in writing and directed to the records custodian. Access to the records shall be granted within 15 days of the School's receipt of such a request.

Where the parents are divorced or separated, both shall be permitted to inspect and copy the student's School records unless a court order indicates otherwise. The School shall send copies of the following to both parents at either one's request, unless a court order indicates otherwise or parental rights have been terminated by court order or parental agreement:

- A. Academic progress reports or records;
- B. Health reports;
- C. Notices of parent-teacher conferences;
- D. School calendars distributed to parents/guardians; and
- E. Notices about open houses and other major School events, including pupil-parent interaction.

When the student reaches 18 years of age, graduates from high school, marries, enters military service, or becomes legally emancipated all rights and privileges accorded to the parent become exclusively those of the student. The parents of dependent students, as defined by the Internal Revenue Service (i.e. student termed dependent for income tax purposes) may have access to student educational records if the parents establish, via either a copy of the applicable tax forms and/or a Parental Affidavit for Educational Records attesting to the student's dependent status.

Access shall not be granted to the parent or the student to confidential letters and recommendations concerning the admission to a post-secondary educational institution, applications for employment, or the receipt of an honor or award, if the student has waived his or her right of access, after being advised of his or her right to obtain the names of all persons making such confidential letters or statements.

3. The School may grant access to, or release information from, student records to employees or officials of the School or the Idaho State Board of Education, provided a current, demonstrable, educational or administrative need is shown, without parental consent or notification. Access in such cases shall be limited to the satisfaction of that need.

4. For purposes of an audit or evaluation by a federal or State-supported education program, and to comply with federal requirements related to such a program. The receiving entity must be a State or educational authority or another entity allowed by the Family Educational Rights and Privacy Act (FERPA), or must be an authorized representative of such an entity.

For each new audit, evaluation, or enforcement effort, the School shall enter into a written agreement when designating anyone other than its employee as its authorized representative. The School shall be responsible for using reasonable methods to ensure, to the greatest extent practicable, that the authorized representative:

- A. Uses the personal information only for the authorized purpose;
 - B. Protects the personal information from further unauthorized disclosures or other uses; and
 - C. Destroys the personal information when it is no longer needed for the authorized purpose. Such destruction shall be effected by any specified time period set forth in the written agreement.
5. The School may grant access to, or release information from, student records without parental consent or notification to any person for the purpose of research, statistical reporting, or planning, provided that no student or parent can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to Charter School student records. Any such release in this regard shall be consistent with Idaho Code and Policy 3575 relating to the limitations on the release of student data.
 6. The School shall grant access to, or release information from, a student's records pursuant to a court order or appropriate subpoena. In most instances, the parent/qualified student shall be given prompt written notice of such order/subpoena, a general statement of the documents which will be released, and the proposed date of release of the documentation requested. However, there are very limited circumstances under the USA Patriot Act where schools are required to disclose information without notice to the parent or student to the Attorney General of the United States upon an ex parte order in connection with the investigation or prosecution of terrorism crimes or other such specified situations when the court order prohibits disclosure (i.e. Federal Grand Jury Subpoena or Law Enforcement Subpoena wherein such order indicates disclosure is not permitted).
 7. The School shall grant access to or release information from any student record as specifically required by federal or State statute.
 8. The School shall grant access to, or release information from, student records to any person possessing a written, dated consent, signed by the parent or eligible student with particularity as to whom the records may be released, the information or record to be released, and the reason for the release. One copy of the consent form will be kept in the records, and one copy shall be mailed to the parent or eligible student by the Executive

Director. Whenever the School requests the consent to release certain records, the records custodian shall inform the parent or eligible student of the right to limit such consent to specific portions of information in the records.

9. The School may release student records to the Executive Director or an official with similar responsibilities in a school in which the student has enrolled or intends to enroll, upon written request from such official.
10. Prior to the release of any records or information under items 6, 7, 8, and 9 above, the School shall provide prompt written notice to the parents or eligible student of this intended action except as specified in item 6. This notification shall include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents.
11. The School may release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons. The records custodian shall make this decision taking into consideration the nature of the emergency, the seriousness of the threat to the health and safety of the student or other persons, the need for such records to meet the emergency, and whether the persons to whom such records are released are in a position to deal with the emergency. Any release that is made must be narrowly tailored considering the immediacy, magnitude, and specificity of the information concerning the emergency and the information should only be released to those persons whose knowledge of the information is necessary to provide immediate protection of the health and safety of the student or other individuals (i.e. law enforcement, public health officials, trained medical personnel). The exception is temporarily limited to the period of the emergency and does not allow for a blanket release of personally identifiable information from a student's records. The School shall notify the parents or eligible student as soon as possible of the information released; the date of the release; the person, agency, or organization to which the release was made; and the purpose of the release and the same information shall be recorded in the student's record log.
12. The School will comply with an *ex parte* order requiring it to permit the U.S. Attorney General or designee to have access to a student's School records without notice to or consent of the student's parent(s)/guardian(s).
13. The School may charge a fee for copying information in the student's records. No parent or student shall be precluded from copying information because of financial hardship. See Policy 4260 for information regarding the School copy fee schedule.
14. A log of all releases of information from student records, including all instances of access granted, whether or not records were copied, shall be kept and maintained as part of such records. This log shall be maintained for the life of the student record and shall be accessible only to the parent or eligible student, records custodian, or other such person. The log of release shall include:
 - A. Information released or made accessible;

- B. The name and signature of the records custodian;
- C. The name and position of the person requesting the release or access;
- D. The legitimate interests the parties had in requesting or obtaining the information;
- E. The date of the release or grant of access;
- F. A copy of any consent to such release; and
- G. Any additional information required by State or federal law.

Directory Information

The Charter School may release certain directory information regarding students, except that parents may prohibit such a release. Directory information shall be limited to:

- 1. Name;
- 2. Address;
- 3. Gender;
- 4. Grade level;
- 5. Birth date and place;
- 6. Parents'/guardians' names and addresses;
- 7. Academic awards, degrees, and honors;
- 8. Information in relation to School-sponsored activities, organizations, and athletics;
- 9. Major field of study;
- 10. Period of attendance in School;
- 11. A student's photo solely for the purpose of publication or recognition of a student's honors, awards, or achievements or for any Charter School informational or promotional use on its social media or other publications, or for any yearbook.

The notification to parents and students concerning School records will inform them of their right to object to the release of directory information.

Military Recruiters/Institutions of Higher Education

Pursuant to federal law, the Charter School is required to release the names, addresses, and telephone numbers of all high school students to military recruiters and institutions of higher education upon request. The notification to parents and students concerning School records will inform them of their right to object to the release of this information.

Commented [AH1]:
Grade Level Specific Content

Student Record Challenges

~~The p~~Parents/guardians may challenge the accuracy, relevancy, or propriety of the records, except for grades, and references to expulsions or out-of-school suspensions, if the challenge is made when the student's School records are being forwarded to another school. They have the right to request a hearing at which each party has:

- 1. The right to present evidence and to call witnesses;
- 2. The right to cross-examine witnesses;

3. The right to counsel;
4. The right to a written statement of any decision and the reasons therefore; and
5. The right to appeal an adverse decision to an administrative tribunal or official, to be established or designated by the State Board.

The parents may insert a written statement of reasonable length describing their position on disputed information. The School will include a statement in any release of the information in dispute.

Procedure History:

Promulgated on:

Revised on:

Reviewed on:

COMMUNITY RELATIONS

4110

Public Complaints and Suggestions

The Board is committed to providing an effective means for parents and the community to voice concerns and offer suggestions to improve the operation of Forrest M. Bird Charter School. The Board also strives to resolve matters raised by members of the school community whenever possible. To this end, the Board has established the following process to address concerns, complaints, and suggestions that do not fall within the scope of:

1. Any School complaint policy;
2. Policy 2530 Learning Materials Review; or
3. Any other complaint or appeal process specifically provided in policy.

The Board of Directors is interested in receiving valid complaints and suggestions. Public complaints and suggestions shall be submitted on the Uniform Grievance Procedure to the appropriate level staff member or administrator. Each complaint or suggestion shall be considered on its merits.

Suggestions

The Board believes that a continuing two-way dialogue between the school and the public is necessary. It shall be the policy of the Board to give consideration to suggestions posed to the Board by residents of the School's attendance area, students of the School and their parents/guardians, and School employees and volunteers. Those wishing to make suggestions should submit them in writing to the appropriate school administrator, to the Executive Director, or to the Board clerk to forward to the Board Directors as appropriate.

Complaints

Complaints will be processed according to the step-by-step process outlined below. However, if a person designated to hear a complaint is the subject of the complaint, the process will begin at the next highest step and the process shall be modified as needed to meet the objectives of this policy. If a complaint is directly based on official Board action, the complaint shall be directed to the Clerk of the Board. The complaint may be heard by the Board at the sole discretion of the Board.

Level 1: Address Complaint with Employee Involved or at the Level of the Complaint

The complaint should be received and addressed with the employee involved or at the level closest to which the complaint originated. For example, a complaint regarding a classroom issue should be heard first by the teacher. A complaint regarding the school in general should be addressed first by the Executive Director.

Any employee receiving a complaint should verify whether the complaint has been appropriately referred to them and, if not, assist the complainant by identifying the appropriate employee to receive the complaint.

Once appropriately referred, the employee should work with the complainant to resolve the issue. If the complainant is unable to resolve the matter with the employee, the employee should direct them to this policy.

Level 2: Executive Director

If the complaint is not resolved at Level 1, the complainant may provide a written complaint to the Executive Director stating:

1. The nature of the problem and the date the complainant attempted to address the matter as described in Level 1; and
2. The remedy requested.

It must be signed and dated by the complainant. The written complaint must be filed with the Executive Director within 60 days of the event or incident, or from the date the complainant could reasonably become aware of such occurrence.

The Executive Director may investigate and attempt to resolve the complaint within 30 school business days. If either party is not satisfied with the decision of the Executive Director, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within 15 days of receiving the Executive Director's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Executive Director to the Board bears the burden of proving a failure to follow Board policy.

Level 4: The Board

When the Board receives a written appeal of the decision of the Executive Director in which the complainant alleges a failure to follow Board policy, the matter may be placed on the agenda of the Board for consideration at the earliest time convenient to the Board.

The Board has the sole discretion in determining how to handle the complaint review, including but not limited to the option of solely reviewing the written record and making a determination or seeking to speak with both sides of a complaint during a properly noticed meeting of the Board.

A decision by the Board shall be made and reported in writing to all parties within 30 days of the Board's review, whether by written record or via meeting with the parties. The decision of the Board will be final.

Unless otherwise indicated in these policies or otherwise provided for by law, no appeal may be taken from any decision of the Board.

<u>Cross References:</u>	<u>2530</u>	<u>Learning Materials Review</u>
	<u>3060</u>	<u>Education of Homeless Children</u>
	<u>3085</u>	<u>Sexual Harassment, Discrimination and Retaliation Policy</u>
	<u>3085P</u>	<u>Title IX Sexual Harassment Complaint Procedure, Requirements and Definitions</u>
	<u>4120</u>	<u>Uniform Complaint Policy</u>
	<u>5250</u>	<u>Certificated Staff Complaints</u>
	<u>5800</u>	<u>Classified Employment, Assignment, and Complaint</u>
	<u>5800P</u>	<u>Classified Employee Complaint Procedure</u>

Policy History:

Adopted on:

Revised on:

Reviewed on:

Community Involvement in Student Nutrition and Exercise

The effectiveness of school-based nutrition programs and services can be enhanced by outreach efforts in the surrounding community. Personnel should be familiar with the health and nutritional resources available through the community and local agencies. Contacts should be made with the health department, community nutrition programs, health centers, local food pantries, and fitness programs. Once contact has been established, collaborative efforts should be made with other community agencies to positively influence the health and nutritional status of school-age children.

The School may work with a variety of media to spread the word to the community about a healthy school nutrition environment, such as local newspaper and television stations.

Parent Involvement

The Charter School will support parents' efforts to provide a healthy diet and daily physical activity for their children. The School will offer healthy eating seminars for parents, send home nutrition information, post nutrition tips on school websites, and provide nutrient analyses of school menus. In addition, the School will provide opportunities for parents to share their healthy food practices with others in the school community.

The School will support parents' efforts to provide their children with opportunities to be physically active outside of school. Such support will include sharing information about physical activity and physical education through a website, newsletter, or other take-home materials, special events, or physical education homework.

Parents are to be advised that their children are participating in a nutrition education or counseling experience, encouraging their support at home. Parent involvement can be in person or through communication sent to the home. Nutrition education will be provided to parents beginning at the elementary level. The goal will be to continue to educate parents throughout the middle and high school levels:

Healthy eating and physical activity will be actively promoted to students, parents, teachers, administrators, and the community at registration, PTO meetings, open houses, health fairs, teacher inservices, etc.

Nutrition education from evidence-based sources (such as USDA's Team Nutrition and My Plate) may be provided in the form of handouts, postings on the School website, or presentations at open houses that focus on nutritional value and healthy lifestyles.

Legal Reference: 7 CFR § 210.12 Student, Parent, and Community Involvement

Policy History:

Adopted on:

Revised on:

Reviewed on:

Certificated Personnel Employment

[OPTION 2 – FOR CHARTER SCHOOLS THAT CHOOSE TO UTILIZE STANDARD STATE APPROVED TEACHER CONTRACTS APPLICABLE TO SCHOOL DISTRICTS

Definitions

Category 1 Certificated Employees: Certificated personnel hired on a limited one year contract after August 1st or the spouse of a ~~Trustee~~ Board Member hired under the limited provisions of Section 33-507(3), Idaho Code.

Category 2 Certificated Employees: Certificated personnel in the first and second years of continuous employment within the same charter school/school district.

Category 3 Certificated Employees: Certificated personnel in the third year of continuous employment by the same charter school/school district.

Renewable Contract Certificated Employees: At the Charter School's sole discretion, and with the exception of Interim Certificate holders, upon being offered a contract for a fourth full consecutive year of employment as a certificated teacher, certificated personnel may automatically renew their employment with this Charter School, for the next school year, by timely returning their contract.

The Charter School shall have the option to grant renewable contract status when it hires a certificated employee who had been on a renewable contract with another Idaho charter school/school district or who has out-of-state experience which would otherwise qualify the certificated employee for renewable contract status in Idaho. Alternatively, the Charter School can place the certificated employee on a Category 3 contract. Such Category 3 placement may be for one, two, or three years.

Retired: Certificated personnel receiving retirement benefits from the public employee retirement system of Idaho, except those who received benefits under the early retirement program previously provided by the State, will be hired as at-will employees on a form contract approved by the Superintendent of Public Instruction for Retired Teachers or Retired Administrators. Retired school employee means any School employee employed as instructional staff, pupil service staff, or professionally endorsed staff and any staff holding a certificate as described in to 33-1210A, Idaho Code, as well as school bus drivers and resource officers.

Interim Certificate Holder: A certificated employee who holds an interim certificate while they pursue an alternate route to certification must complete at least nine semester credits annually

toward the completion of their alternate route to certification and meet their annual progress goals toward the completion of the alternate route. The Charter School may take action to terminate or non-renew a teacher with an interim certificate who fails to meet these requirements. Such termination or non-renewal shall be carried out in accordance with State law and administrative rules and Charter School policy. Personnel who hold an interim certificate and/or emergency authorization and have not been issued their five year renewable certificate shall not exceed a Category 3 Contract until conditions have been met.

Notice

1. Category 1 certificated employees' contracts are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the Charter School to terminate the contract at the conclusion of the contract year.
2. Category 2 certificated employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and are not entitled to a review of the reasons or decision not to reemploy by the Board.
3. Category 3 certificated employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and shall, upon written request, be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board. Before the Board determines not to renew the contract for the unsatisfactory performance of Category 3 certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following at least one evaluation. In no case shall the probationary period be less than eight weeks. The probation shall be preceded by written notice from the Board, with the reasons for the probationary period and the areas of work which are deficient and with provisions for adequate supervision and evaluation of the employee's performance during the probationary period.
4. Contracts for all renewable contracted certificated employees shall be issued by July 1st. All employees on renewable contracts must timely return their contract. The employee's failure to timely return a renewable contract may be interpreted by the Board as a declination of the right to automatic renewal or the offer of another contract. Before the Board determines not to renew the contract for the unsatisfactory performance of renewable contracted certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following an observation, evaluation, or partial evaluation. The probation shall be preceded by written notice from the Board, or its designee, with the reasons for the probationary period and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.
5. Contracts for retired teachers are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the Charter School to terminate the contract at the conclusion of the contract year.

Supplemental Contracts

An extra duty assignment is, and extra duty supplemental contracts may be issued for, an assignment which is not part of a certificated employee's regular teaching duties. A supplemental contract for extra duties shall be separate and apart from the certificated employee's underlying contract (Category 1, 2, 3 or renewable) and no property rights shall attach. A written notice of non-reissuance of the extra duty supplemental contract with a written statement of reasons shall be provided. Upon written request, the certificated employee shall be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board. The contract should be in a form approved by the State Superintendent of Public Instruction.

An extra day assignment is, and supplemental extra day contracts may be issued for, an assignment of days of service in addition to the standard contract length used for the majority of certificated employees of the Charter School. Such additional days may be in service of the same activities as the employee's regular teaching duties. Any such extra day contracts shall provide the same daily rate of pay and rights to due process and procedures as provided by the certificated employee's underlying contract (Category 1, 2, 3 or renewable). The contract shall be in a form approved by the State Superintendent of Public Instruction.

Delivery of Contract

Delivery of a contract may be made only in person, by certified mail, return receipt requested, or electronically, return receipt requested. If delivery is made in person, the delivery must be acknowledged by a signed receipt.

If the Charter School delivers contracts via electronic means, with return electronic receipt, and the School has not received a returned signed contract and has not received an electronic read receipt from the employee, the School shall then resend the original electronically delivered contract to the employee via certified mail, return receipt requested, and provide such individual with a new date for contract return.

Return of the Contract

A person who receives a proposed contract from the Charter School shall have 10 days from the date of delivery to sign and return the contract.

Failure to Accept or Acknowledge

Should a person willfully refuse to acknowledge receipt of the contract or if the contract is not signed and returned to the Board within the designated time period, the Board may declare the position vacant. Through this policy the Board delegates to the Executive Director the power, as the designee of the Board, to declare such position vacant should a signed contract not be returned within the designated period.

Cross References:	5340 6100	Evaluation of Certificated Personnel Executive Director
Legal References:	I.C. § 33-507 I.C. § 33-513 I.C. § 33-514 I.C. § 33-514A I.C. § 33-515 I.C. § 33-515A I.C. § 33-5206 I.C. § 59-1302	Limitation upon Authority of Trustees Professional Personnel Issuance of Annual Contracts – Support Programs – Categories of Contracts – Optional Placement Issuance of Limited Contract – Category 1 Contract Issuance of Renewable Contracts Supplemental Contracts Requirements and Prohibitions of a Public Charter School <u>Definitions</u>

Policy History:

Adopted on:

Revised on:

Reviewed on:

~~Leadership Premiums~~

~~The Board shall have in place a plan and criteria for providing leadership premium compensation to reward teachers and pupil service staff for serving in a leadership capacity in their schools.~~

~~Leadership priorities will be based upon one or more of the criteria below as identified by a committee consisting of teachers, administrators, and other Charter School stakeholders and approved by the Board.~~

~~Leadership Criteria~~

~~The Board shall award leadership premiums of a minimum of \$900 to certificated instructional and pupil service employees, regardless of such employee's full or part time status, in recognition of the additional time they will spend fulfilling one or more of the following leadership roles:~~

- ~~1. Teaching a course in which the student earns both high school and college credit;~~
- ~~2. Teaching a course to middle school students in which the students earn both middle school and high school credit;~~
- ~~3. Holding and providing service in multiple non administrative certificate or subject endorsement areas;~~
- ~~4. Serving, or being hired to serve, in an instructional position designated as hard to fill by the Board, including a career technical education program;~~
- ~~5. Providing mentoring, peer assistance, or professional development to teachers in their first two years in the profession;~~
- ~~6. Having received professional development in career and academic counseling, and then providing career or academic counseling for students, with such services incorporated within or provided in addition to the teacher's regular classroom duties; and~~
- ~~7. Various other criteria designated by the Board, excluding duties related to student activities or athletics, that require the employee to work additional time such as:~~
 - ~~A. Curriculum development;~~
 - ~~B. Assessment development;~~
 - ~~C. Data analysis;~~
 - ~~D. Grant writing;~~
 - ~~E. Special program coordinator;~~
 - ~~F. Research project; and~~
 - ~~G. Teaching professional development course;~~

~~[Note: Should the Board choose to identify various other criteria as eligible, a description of those duties should be included in the plan or identified in this policy.]~~

~~The Board may grant multiple leadership premiums to those performing multiple duties, but no employee shall receive leadership premiums that exceed 25% of the employee's minimum salary as designated on the career ladder.~~

~~These premiums shall be valid only for the fiscal year for which the awards are made. Duties related to student activities and athletics shall not be eligible for leadership premiums.~~

Leadership Premiums Not Funded

~~In extraordinary circumstances where funds are not appropriated for Leadership Premiums, this policy is suspended until such funds are replenished by the State.~~

~~Legal References: I.C. § 33-1004F Obligations to Retirement and Social Security
Benefits
I.C. § 33-1004J Leadership Premiums~~

Policy History:

~~Adopted on:~~

~~Revised on:~~

~~Reviewed on:~~

NON-INSTRUCTIONAL OPERATIONS

8605

Retention of Charter School Records

In compliance with Idaho Code, the Board of Directors establishes the following guidelines to provide administrative direction pertaining to the retention and/or disposal of Charter School records. This schedule likewise identifies the anticipated physical location where such records may be kept or maintained by the Charter School, in addition to the possible document retention of all categories of records on the school's servers and computer systems.

The Charter School's Public Records Custodian[s], in conjunction with the Executive Director, or designee, is responsible for the maintenance, safeguarding, and destruction of the Charter School's records. Performance of such duties shall be in cooperation with the Charter School's Business Office, Directors of Maintenance and Transportation, Technology Coordinator, and other administrative personnel employed by the Charter School. However, each school employee is likewise responsible for having knowledge of this policy and the requirement to safeguard the Charter School's records, electronic or otherwise, consistent with the chart below.

The Charter School's Public Records Custodian[s] shall work in conjunction with the Charter School's Technology department to assure that the school's staff is aware of the routine destruction of electronic Charter School records, including emails, such that they are able to assure that the Charter School's public records are retained consistent with this schedule, regardless of whether they are maintained in a hard copy or an electronic copy. In such a process, the Charter School's employees need to retain Charter School records included on the schedule below, particularly student educational records, personnel records, and investigative records, in a format that is not part of the Charter School's routine electronic records destruction and/or notify the technology personnel of the Charter School that a particular document is not to be destroyed as part of the routine destruction of electronic records.

Unless otherwise prohibited by applicable law, all Charter School records may be maintained electronically and/or in hard physical copy.

Method of Destroying Official Records

The Charter School official records, and any copy thereof that may be deemed to be confidential and/or not intended to be disseminated to the public, will be shredded before disposal.

Destruction of Email and Other Electronic Communications

The Charter School will store emails for a maximum period of one year. All email will be automatically deleted from the Charter School's system at the end of this retention period. It is the responsibility of every School employee to assure that Charter School documents that need to be retained for a longer period of time due to federal law, State law, or the provisions of this policy are retained accordingly and in a different format than email. An employee's failure to

retain Charter School documents accordingly could serve as a basis for discipline, up to and including possible termination.

School employees and Board Members are directed to retain text messages and other electronic messages related to School business for a period of 30 days.

Suspending of Destruction of Existing Official Records

The Charter School will immediately cease the destruction of all relevant records, including electronic records, even if destruction is authorized by an approved Retention Schedule, for the following reasons:

1. If the Charter School receives a public records request;
2. If the Charter School believes that an investigation or litigation is imminent; or
3. If the Charter School is notified that an investigation or litigation has commenced.

The Public Records Custodians and Executive Director are responsible for carrying out this policy.

If relevant records exist in electronic formats (such as email, digital images, word processed documents, databases, backup tapes, etc.) the Executive Director shall notify its information technology staff to cease the destruction of records relating to the subject matter of the suit/potential suit or investigation. Failure to cease the destruction of relevant records could result in penalties against the Charter School.

Charter School records shall be retained and/or disposed of as follows:

SCHOOL RECORDS RETENTION SCHEDULE

Retention Codes		
AC —After closed, terminated, completed, expired, settled, or last date of contact FE —Fiscal Year End (June 30 th)	LA —Life of Asset PM —Permanent US —Until Superseded	CO – Charter Office SB – School Buildings CDM –Charter Maintenance CPT –Charter Transportation
RECORDS DESCRIPTION	RETENTION PERIOD	
ADMINISTRATION—ATTENDANCE--ANNUAL ATTENDANCE SUMMARIES BY BUILDING	PM	CO, SB
ADMINISTRATION—ATTENDANCE— Enrollment attendance data	3 yr	CO, SB
ADMINISTRATION – Authorizing Entity communications, and agreements	AC + 8 yr	CO
ADMINISTRATION – BALLOTS AND OATHS OF ELECTION—until canvassed and recorded in the minutes	Not less than 8 months following election	CO