

CHARTER SCHOOL PERFORMANCE CERTIFICATE

This performance certificate is executed on this 19th day of November, 2020, by and between Kimberly School District (the “Authorizer”), and RISE Charter School (the “School”), an independent public school organized as an Idaho nonprofit corporation and established under the Public Charter Schools Law, Idaho Code Section 33-5201 *et seq*, as amended (the “Charter Schools Law.”)

RECITALS

WHEREAS, on Sept 17, 2020, the Authorizer received a petition to request the creation of a new charter school referred to RISE Charter School; and

WHEREAS, on October 1, 2020, the Authorizer approved the charter petition (the “Charter”).

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

SECTION 1: AUTHORIZATION OF CHARTER SCHOOL

- A. Establishment of School.** Pursuant to the Charter Schools Law, the Authorizer hereby approves the establishment of the School on the terms and conditions set forth in this Charter School Performance Certificate (the “Certificate”). The approved Charter is attached to this Certificate as Appendix C.
- B. Pre-Opening Requirements.** Pursuant to Idaho Code Section 33-5206(6), the Authorizer may establish reasonable pre-opening requirements or conditions (“Pre-Opening Requirements”) to monitor the start-up progress of a newly approved public charter school to ensure that the school is prepared to open smoothly on the date agreed. The School shall not commence instruction until all pre-opening requirements have been completed to the satisfaction of the Authorizer. Pre-opening requirements are attached as Appendix B. If all pre-opening conditions have been completed to the satisfaction of the Authorizer, the School shall commence operations/instruction with the first day of school in Fall 2021. In the event that all pre-opening conditions have not been completed to the satisfaction of the Authorizer, the School may not commence instruction on the scheduled first day of school. In such event, the Authorizer may exercise its authority on or before July 21 to prohibit the School from commencing operation/instruction until the start of the succeeding semester or school year.
- C. Term of Agreement.** This Certificate is effective as of November 19, 2020, and shall

continue through June 30, 2026, unless earlier terminated as provided herein. In addition to the five-year term of operations, the performance certificate term includes a pre-opening period. The school will be open to students starting the 2021-2022 school year.

SECTION 2: SCHOOL GOVERNANCE

- A. Governing Board.** The School shall be governed by a board (the “Charter Board”) in a manner that is consistent with the terms of this Certificate so long as such provisions are in accordance with state, federal, and local law. The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School. The Charter Board shall also have authority for and be responsible for policy and operational decisions of the School, although nothing herein shall prevent the Charter Board from delegating decision-making authority for policy and operational decisions to officers, employees and agents of the School, as well as third party management providers.
- B. Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of the entity holding the charter shall provide for governance of the operation of the School as a nonprofit corporation and public charter school and shall at all times be consistent with all applicable law and this Certificate. The School shall notify the Authorizer of any modification to the Articles or Bylaws within five (5) business days of approval by the Charter Board.
- C. Charter Board Composition.** The composition of the Charter Board shall at all times be determined by and consistent with the Articles and Bylaws and all applicable law and policy. The Charter Board shall notify the Authorizer of any changes to its composition and provide an amended School Leadership Roster within five (5) business days of their taking effect.

SECTION 3: EDUCATIONAL PROGRAM

- A. School Mission.** The mission of the School is as follows: RISE Charter School empowers lifelong learners with deep cognitive development through relevant self-directed exploration, collaboration, and personal responsibility.
- B. Grades Served.** The School may serve students in grades 4-12.
- C. Design Elements.** The School shall implement and maintain the following essential design elements of its educational program:
- **Relevant-Learners** will find value and purpose in what they are taught and discover. Cross subject integration and real-world applicability will enhance independent, personalized inquiry.
 - **Innovative-With focus on a design thinking approach**, students will be encouraged to explore new ideas, engage in information gathering, and test possible solutions.
 - **Self-Directed-Students** will use feedback to monitor and direct their own learning, based on their interests and strengths.
 - **Exploratory-Curriculum and pedagogy** will encourage students to examine and

investigate the relationships between existing knowledge and unfamiliar content and concepts.

- Teaching through projects.
- Fostering lifelong learning habits.
- Mentoring students.

D. Standardized Testing. Students of the School shall be tested with the same standardized tests as other Idaho public school students. Additionally, the NWEA MAP test will be administered to RISE students each fall and spring.

E. Accreditation. The School shall be accredited as provided by rule of the state board of education.

SECTION 4: AUTHORIZER ROLE AND RESPONSIBILITIES

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

B. Charter School Performance Framework. The Charter School Performance Framework (“Performance Framework”) is attached and incorporated into this agreement as Appendix B. The Performance Framework shall be used to evaluate the School’s academic, financial, and operational performance, and shall supersede and replace any and all assessment measure, educational goals and objectives, financial operations metrics and operational performance metrics set forth in the Charter and not explicitly incorporated into the Performance Framework. The specific terms, form and requirements of the Performance Framework, including any required indicators, measures, metrics, and targets are determined by the Authorizer and will be binding on the school.

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

D. School Performance. The School shall achieve an accountability designation of *Good Standing* or *Honor* on each of the three sections of the Performance Framework. In the event the School is a party to a third party management contract which includes a deficit protection clause, the School shall be exempt from some or all measures within the financial portion of the Performance Framework. In accordance with Charter School Law, the Authorizer shall renew any charter in which the public charter school met all of the terms of its performance certificate at the time of renewal.

- E. Performance Framework As Basis For Renewal of Charter.** The School's performance in relation to the indicators, measures, metrics, and targets set forth in the Academic, Operational and Financial sections of the Performance Framework shall provide the basis upon which the Authorizer will decide whether to renew the School's Charter at the end of the Certificate term. As part of the Performance Framework, the Authorizer agrees to consider mission-specific, rigorous, valid, and reliable indicators of the School's performance. These negotiated indicators will be included in the Academic and section of the Performance Framework.
- F. Authorizer's Right to Review.** The School will be subject to review of its academics, operations, and finances by the Authorizer, including related policies, documents, and records, when the Authorizer deems such review necessary to evaluate the school's compliance with legal requirements and professional standards. The Authorizer shall conduct its reviews in a manner that does not unduly inhibit the autonomy granted to the School.
- G. Site Visits.** In addition to the above procedures, the Authorizer may conduct an annual site visit of the Charter School and the school shall grant reasonable access to, and cooperate with, the Authorizer, its officers, employees, and other agents, in such site visits. The Authorizer will provide the School reasonable notice prior to its annual site visit to the School. In addition to annual site visits, the Authorizer may conduct an unannounced site visit at any time if the Authorizer has reasonable concern regarding the health and safety of the School. After a site visit, either scheduled or unannounced, the Authorizer may issue a report describing its findings from the site visit and the Charter School shall have an opportunity to provide a written response to the report. If the report includes recommendations for action by the Authorizer, the School shall have an opportunity to provide a written response to the site visit report no later than fourteen (14) days prior to the meeting at which the report is to be considered by the Authorizer, except that the Authorizer may act upon recommendations with fewer than fourteen (14) days notice if the Authorizer determines there is an imminent risk to the health and safety individuals at the school. If no written response is provided, the School shall have the opportunity to respond orally to the site visit report at the meeting.
- H. Required Reports.** The School shall prepare and submit reports regarding its governance, operations, and/or finances according to the established policies of and upon the request of the Authorizer. However, to the extent possible, the Authorizer shall not request reports from the School that are otherwise available through student information systems or other data sources reasonably available to the Authorizer.

SECTION 5: SCHOOL OPERATIONS

- A. In General.** The School and the Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authorizer policies applicable to charter schools.
- B. Maximum Enrollment.** The maximum number of students who may be enrolled in the school shall be 450. The School shall make student recruitment, admissions, enrollment, and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language. If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
- C. School Facilities.** Location: 141 Center St Kimberly, Idaho 83341. The School shall provide reasonable notification to the Authorizer of any change in the location of its facilities.
- D. Attendance Area.** The School's primary attendance area is Kimberly School District.
- E. Staff.** Instructional staff shall be certified teachers as provided by rule of the state board of education. All full-time staff members of the School will be covered by the public employee retirement system, federal social security, unemployment insurance, worker's compensation insurance, and health insurance.
- F. Alignment with All Applicable Law.** The School shall comply with all applicable federal and state laws, rules, and regulations. In the event any such laws, rules, or regulations are amended, the School shall be bound by any such amendment upon the effective date of said amendment.

SECTION 6: SCHOOL FINANCE

- A. General.** The School shall comply with all applicable financial and budget statutes, rules, regulations, and financial reporting requirements, as well as the requirements contained in the School Performance Framework incorporated into this contract as Appendix C.
- B. Financial Controls.** At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them (2) a checking account; (3) adequate payroll procedures; (4) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (5) internal control procedures for cash receipts, cash disbursements and purchases; and (6) maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.

- C. **Financial Audit.** The School shall submit audited financial statements from an independent auditor to the Authorizer no later than November 1 of each year.
- D. **Annual Budgets.** The School shall adopt a budget for each fiscal year, prior to the beginning of the fiscal year. The budget shall be in the Idaho Financial Accounting Reporting Management Systems (IFARMS) format and any other format as may be reasonably requested by the Authorizer.

SECTION 7: TERMINATION, NON-RENEWAL AND REVOCATION

- A. **Termination by the School.** Should the School choose to terminate its Charter before the expiration of the Certificate, it may do so upon written notice to the Authorizer. Any school terminating its charter shall work with the Authorizer to ensure a smooth and orderly closure and transition for students and parents, as guided as appropriate by the closure protocol attached as Appendix B.
- B. **Nonrenewal.** The Authorizer may non-renew the Charter at the expiration of the Certificate if the School failed to meet one (1) or more of the terms of its Certificate. Any school which is not renewed shall work with the Authorizer to ensure a smooth and orderly closure and transition for students and parents.
- C. **Revocation.** The School's Charter may be revoked by the Authorizer if the School has failed to meet any of the specific, written renewal conditions attached, if applicable, for necessary improvements established pursuant to Idaho Code § 33- 5209B(1) by the dates specified. Revocation may not occur until the public charter school has been afforded a public hearing, unless the Authorizer determines that continued operation of the public charter school presents an imminent public safety issue. If the School's Charter is revoked, the School shall work with the Authorizer to ensure a smooth and orderly closure and transition for students and parents, as guided by the public charter school closure protocol as appropriate established attached as Appendix D.
- D. **Dissolution.** Upon termination of the Charter for any reason by the Charter Board, or upon nonrenewal or revocation, the Charter Board will supervise and have authority to conduct the winding up of the business and other affairs of the School; provided, however, that in doing so the Authorizer will not be responsible for and will not assume any liability incurred by the School. The Charter Board and School personnel shall cooperate fully with the winding up of the affairs of the School.
- E. **Disposition of School's Assets upon Termination or Dissolution.** Upon termination of the Charter for any reason, any assets owned by the School shall be distributed in accordance with Charter Schools Law.

SECTION 8: MISCELLANEOUS

- A. No Employee or Agency Relationship.** None of the provisions of this Certificate will be construed to create a relationship of agency, representation, joint venture, ownership, or employment between the Authorizer and the School.
- B. Additional Services.** Except as may be expressly provided in this Certificate, as set forth in any subsequent written agreement between the School and the Authorizer, or as may be required by law, neither the School nor the Authorizer shall be entitled to the use of or access to the services, supplies, or facilities of the other.
- C. No Third-Party Beneficiary.** This Certificate shall not create any rights in any third parties, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Certificate.
- D. Amendment.** This Certificate may be amended by agreement between the School and the Authorizer in accordance with Authorizer policy. All amendments must be in writing and signed by the School and the Authorizer.

IN WITNESS WHEREOF the Authorizer and the School have executed this Performance Certificate to be effective November 19, 2020.

Chairman RISE Charter School Board

Chairman Kimberly School Board

