

CHARTER SCHOOL PERFORMANCE CERTIFICATE

This Performance Certificate (“Certificate”) is effective on July 1, 2024, by and between the Idaho Public Charter School Commission (the “Commission”) and Coeur d’Alene Charter Academy (the “Charter Holder”) for the purpose of operating Coeur d’Alene Charter Academy (the “School”), an independent public school organized as an Idaho nonprofit corporation and established under the Accelerating Public Charter Schools Act, Idaho Code section 33-5201 *et seq.*, as amended (the “Charter Schools Act”).

RECITALS

WHEREAS, the Charter Holder has organized and manages the public charter school pursuant to the Idaho Non-profit Corporation Act, Chapter 52, Title 30; and

WHEREAS, on December 11, 2014, the Authorizer approved a petition to transfer authorization of the School’s charter from the Coeur d’Alene School District to the Authorizer; and

WHEREAS, on February 7, 2017, the Authorizer renewed the School’s charter for a five-year term of operations to begin July 1, 2017 and end on June 30, 2022 with no conditions; and

WHEREAS, on February 10, 2022, the Authorizer renewed the School’s charter for a subsequent five-year term of operations to begin July 1, 2022 and end on June 30, 2027 with no conditions.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings contained herein, the Commission and the Charter Holder agree as follows:

DEFINITIONS

For purposes of this Performance Certificate, each of the following words or expressions shall have the same meaning as set forth in Section 33-5202A, Idaho Code:

- A. Application** means the document submitted to the Authorizer to request the creation of a public charter school found at <https://chartercommission.idaho.gov/pcsc-schools/> incorporated by reference including amendments and applications.
- B. Authorizer** means any of the following: a local board of trustees of a school district; the public charter school commission; an Idaho public college, university, or community college; or a private, nonprofit, Idaho-based, nonsectarian college or university that is accredited by the same organization that accredits Idaho public colleges and universities.
- C. Charter** means the grant of authority approved by the authorizer to the charter holder.
- D. Charter Holder** means the public charter school’s board of directors to which a charter is granted.

- E. Educational services provider** means a nonprofit or for-profit entity that contracts with a public charter school for a fee to provide educational services and resources, including administrative support and educational design, implementation, or management.
- F. Founder** means a person who makes a material contribution toward the establishment of a public charter school and who is designated as such by the charter holder.
- G. Performance certificate** or “Certificate” means a fixed-term, renewable certificate between a public charter school and the Idaho Public Charter School Commission that outlines the negotiated roles, powers, responsibilities, and performance expectations for each party to the certificate.
- H. Public charter school** means a school that is authorized to deliver public education in Idaho.
- I. Public charter school commission or “commission”** means the public charter school commission established pursuant to Section 33-5213, Idaho Code.
- J. Public charter school commission board or “commission board”** means the seven (7) member governing board of the commission that are appointed by governor, subject to the advice and consent of the senate.

SECTION 1: TERMS OF AUTHORIZATION

- A. Continued Operation of School.** Pursuant to the Charter Schools Act, the Commission hereby approves the continued operation of the School on the terms and conditions set forth in this Certificate.
- B. Term of Agreement.** The School’s operational term shall be from July 1, 2022, and end on June 30, 2027. Subsequent terms of operation may be issued by the Commission in accordance with Idaho Code and Commission policy.
- C. Renewal Conditions.** The School is conditionally approved to operate. Applicable conditions are attached as Appendix B and incorporated herein by this reference. If all renewal conditions have been completed to the satisfaction of the Commission by the stated due date, the School shall continue operations through the remainder of the current Certificate term. In the event that all renewal conditions have not been completed to the satisfaction of the Commission by the stated due date, the Commission will consider whether to exercise its authority to revoke the School’s Charter at its next regularly scheduled public meeting or special meeting, if necessary.

SECTION 2: SCHOOL GOVERNANCE

- A. Governing Board.** The School shall be governed by a board of directors (the “Charter Holder”) in a manner that is consistent with the terms of this Certificate, so long as such provisions are in accordance with applicable state, federal, and local law. The Charter Holder shall have final authority and responsibility for the academic, financial, and organizational performance of the School. The Charter Holder shall also have authority for and be responsible for policy and operational decisions of the School, although nothing herein shall prevent the Charter Holder from delegating decision-making authority for policy and operational decisions to officers, employees, and agents of the School, as well as third party educational services providers.
- B. Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of the Charter Holder shall provide for governance of the operation of the School as a nonprofit corporation and a public charter school, and shall at all times be consistent with all applicable state, federal, and local laws, and this Certificate. The Charter Holder shall notify the Commission of any modification to the School’s articles of incorporation or bylaws within 48 hours of approval by the Charter Holder.
- C. Charter Board Composition.** The composition of the School’s Governing Board shall at all times be determined by and consistent with the School’s articles of incorporation and bylaws, and all applicable laws, rules, regulations, and policies. The Charter Holder shall notify the Commission of any changes to the School’s Governing Board members or their contact information within 48 hours of the change.

SECTION 3: AUTHORIZER ROLE AND RESPONSIBILITIES

- A. Oversight Allowing Autonomy.** The Commission shall continually monitor the performance and legal compliance of the public charter school, including collecting and analyzing data, and conducting prearranged site visits. The Commission will conduct oversight activities that enable it to fulfill its responsibilities, including conducting appropriate inquiries and investigations, in a manner that does not unduly inhibit the autonomy of the School and is consistent with the intent of the Charter Schools Act.
- B. Charter School Performance Framework.** The Charter School Performance Framework (“Performance Framework”) is attached and incorporated into this Certificate as Appendix A. The Performance Framework shall be used to evaluate the School’s performance, and at a minimum, will include academic proficiency and growth; college and career readiness (high school only); actual and potential at-risk and economically disadvantaged makeup of the student body population for all grade levels; and board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the Performance Certificate. The specific terms of the Performance Framework are determined by the Commission and shall be binding on the School. If the Commission revises the Performance Framework during the term of this Performance Certificate through a vote of the Commission Board at a public meeting, the revised Performance Framework shall be deemed effective on the date set by the Commission Board and shall replace the previous Performance Framework.

- C. Commission to Monitor School Performance.** The Commission shall monitor and report on the School's progress in relation to the indicators, measures, metrics, and targets set out in the Performance Framework.
- D. Renewal.** No later than September 1, the Commission shall issue a public charter school performance report and charter renewal application guidance to any Charter Holder whose charter will expire the following year. The performance report shall summarize the School's performance to date, based on the Performance Certificate, and shall provide notice of any weaknesses or concerns that may jeopardize renewal, if not timely rectified. The Charter Holder shall have thirty (30) days to respond to the performance report and submit any corrections or clarifications for the report.
- i. In making charter renewal decisions, the Commission will do the following:
 - i. Ground its decision in evidence of the school's performance over the term of the performance certificate;
 - ii. Ensure that data used in making renewal decisions are available to the school and public;
 - iii. Take into consideration the actual and potential at-risk and economically disadvantaged makeup of the School's student body population as defined in Section 33-1001, Idaho Code, for all grade levels; and
 - iv. Provide a public report summarizing the evidence basis for each decision.

The Commission shall offer renewal terms in accordance with Section 33-5209A(7), Idaho Code. In accordance with the Charter Schools Act, the Commission shall renew any Charter in which the School met all of the terms of its Certificate at the time of renewal.

SECTION 4: EDUCATIONAL PROGRAM

- A. School Mission.** The mission of the School is as follows: The Coeur d'Alene Charter Academy is dedicated to providing a rigorous, content-rich, college preparatory education to any students who are willing to accept the challenge.
- B. Grades Served.** The School may serve students in grades 6-12.
- C. Design Elements.** The School shall implement and maintain the essential design elements as presented in the Application, incorporated by reference. Any changes to the essential design elements shall be approved by the Commission.
- D. Standardized Testing.** Students of the School shall be tested with the same standardized tests as other Idaho public school students.
- E. Accreditation.** The School shall be accredited as provided by the statute and rules of the State Board of Education.

SECTION 5: SCHOOL OPERATIONS

- A. In General.** The School and the Charter Holder shall operate at all times in accordance with all federal and state laws, rules, regulations, local ordinances, and Commission policies applicable to public charter schools.
- B. School Performance.** The School shall meet the standards as defined in the Performance Framework.
- C. Required Reports.** The School shall prepare and submit reports as required by the Commission's policy, as found on the Commission's website.
- D. Notice to the Commission.** The Charter Holder will notify the Commission within 48 hours if any of the following occur:
- i. If the Charter Holder becomes aware that the school is not operating in substantial compliance with the terms and conditions of this Performance Certificate;
 - ii. If the School's accrediting body finds that the school has failed to meet or maintain full accreditation requirements;
 - iii. If any complaints are filed against the school, including but not limited to lawsuits and complaints filed with the Idaho Professional Standards Commission relating to school employees; and
 - iv. If there are any early warning signs of distress as outlined in this Performance Certificate, including excessive reductions in enrollment of all students or at-risk students, excessive staff turnover, or excessive governance board turnover of the charter holder in any school year or between school years.
- E. Maximum Enrollment.** The maximum number of students who may be enrolled in the School, across all programs, shall be 812.
- F. Enrollment Policy.** The School shall make student recruitment, admissions, enrollment, and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language. If there are more applications to enroll in the School than there are spaces available, the School shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
- G. School Facilities.** The School shall operate at the following location(s): 4904 N Duncan Dr, Coeur d'Alene, ID 83815. The School shall provide the Commission with facilities documentation in accordance with Commission policy, as found on the Commission website.

- A. Attendance Area.** The School’s primary attendance area is as follows:
 - i. Kootenai County, Idaho
- B. Identified Comparison Group.** For purposes of evaluating the School against the metrics and measures established in the Performance Framework, the School’s comparison group shall be identified as described below and shall be established for the length of the Certificate term. The School’s comparison group shall include all schools in the following districts: Coeur d’Alene School District.
- C. Staff.** Instructional and administrative staff of the School shall be certified as provided by Section 33-5206(4-7), Idaho Code. The Charter Holder shall adopt a policy consistent with Section 33-507, Idaho Code, regarding the hiring of family members.
- D. Alignment with All Applicable Law.** The School shall comply with all applicable federal and state laws, rules, and regulations. In the event any such laws, rules, or regulations are amended, the School shall be bound by any such amendment upon the effective date of said amendment.

SECTION 6: SCHOOL FINANCE

- A. General.** The School shall comply with all applicable financial and budget laws, rules, regulations, and financial reporting requirements, as well as the requirements contained in the School’s Performance Framework.
- B. Financial Controls.** At all times, the School shall maintain appropriate governance, managerial procedures, and financial controls, which shall include, but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them; (2) adequate payroll procedures; (3) procedures for the creation and review of monthly and quarterly financial reports; (4) internal control procedures for cash receipts, cash disbursements and purchases; and (5) maintenance of asset registers and financial procedures for grants, all in accordance with state and federal laws, rules, regulations, and Commission policy.
- C. Financial Audit.** The School shall submit audited financial statements from an independent auditor in accordance with the rules of the State Department of Education.
- D. Annual Budgets.** The School shall adopt a budget for each fiscal year, prior to the beginning of the fiscal year in accordance with the rules of the State Department of Education.

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 Commission. Any school terminating its charter shall work with the Commission to ensure a smooth and orderly closure and transition for students and parents, as guided by the public charter school closure protocol established by the Commission.

- B. Nonrenewal.** The Commission may non-renew the Charter at the expiration of the Certificate if the School failed to meet one or more of the terms of its Certificate, including the Performance Framework. The Charter Holder may appeal a decision to non-renew directly to the Office of Administrative Hearings and is subject to judicial review as a contested case as set forth in Chapter 52, Title 67, Idaho Code.
- C. Revocation.** The School's Charter may be revoked by the Commission if, after fair and specific notice from the Commission, the School:
- a. Commits a material and substantial violation of any of the terms, conditions, standards, or procedures required by the Charter Schools Act or the Performance Certificate;
 - b. Fails to meet generally accepted standards for fiscal management;
 - c. Substantially violates any material provision of law from which the School is not exempted; or
 - d. Has failed to meet one or more of the renewal conditions, included in Appendix B [IF NECESSARY], by the stated due date.

Revocation may not occur until the Charter Holder has been afforded a public hearing, unless the Commission determines that the continued operation of the School presents an imminent public safety issue, in which case the charter may be revoked immediately. Public hearings shall be conducted by the Commission or such other person or persons appointed by the Commission to conduct public hearings and receive evidence. Hearings will be conducted in accordance with Section 33-5209C(2), Idaho Code.

If the Commission revokes the Charter, it will clearly state the reasons for the revocation in a resolution before the Commission Board.

The Charter Holder may appeal a decision to revoke directly to the Office of Administrative Hearings and is subject to judicial review as a contested case as set forth in Chapter 52, Title 67, Idaho Code.

- D. Closure.** The Commission's closure protocol shall begin immediately after a decision to terminate is made by the Charter Holder, or a decision to revoke or non-renew is made by the Commission. Closure protocol shall begin regardless of whether the Charter Holder appeals the decision. In the event that closure protocol begins, the School shall cease operations no later than the following June 30. Closure protocol shall only cease if the Office of Administrative Hearings overturns the Commission's decision.


SECTION 8: MISCELLANEOUS

- A. No Employee or Agency Relationship.** None of the provisions of this Certificate will be construed to create a relationship of agency, representation, joint venture, partnership, ownership, or employment between the Commission 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 Commission, or as may be required by law, neither the School nor the Commission 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 Charter Holder and the Commission in accordance with Commission policy, as found on the Commission website. All amendments must be in writing and signed by the Charter Holder and the Commission.

IN WITNESS WHEREOF, the Commission and the Charter Holder have executed this Performance Certificate to be effective July 1, 2024.

Chairman
Idaho Public Charter School Commission



Chairman
Coeur d'Alene Charter Academy Charter Holder (Board of Directors)