

CHARTER SCHOOL PERFORMANCE CERTIFICATE

This performance certificate is executed on this 15 day of March, 2019 by and between the Emmett School District (the "Authorizer"), and Payette River Technical Academy (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, the School began operations in the year 2010; and

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

WHEREAS, in 2009, the Authorizer approved a charter petition for the establishment of the School; and

WHEREAS, the Authorizer wishes to approve the renewal subject to the conditions in this Certificate and Appendix B

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. Continued Operation of School.** Pursuant to the Charter Schools Law, the Authorizer hereby approves the continued operation 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 A.
- B. Term of Agreement.** This Certificate is effective as of July 1, 2019 and shall continue through June 30, 2024 unless earlier terminated as provided herein.

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 articles of incorporation and bylaws are attached to this Certificate as Appendix A (the "Articles and Bylaws"). Any modification of the Articles and Bylaws must be submitted to the Authorizer 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 roster of the Charter Board is attached to this Certificate as Appendix C (the "Board Roster"). The Charter Board shall notify the Authorizer of any changes to the Board Roster and provide an amended Board 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:

The mission of Payette River Technical Academy (PRTA) is to provide a safe learning environment, integrating academic and professional technical skills, empowering each student to achieve world-class educational excellence, diverse career opportunities, an individual success in an ever-changing global society. PRTA is a grades 7-12 charter school established as a non-profit corporation serving the educational needs of students and families who meet one or more of the following:

- a. interested in attaining both a high school diploma and career training designed to prepare them to continue their education or immediately join the workforce; or
 - b. searching for unique educational opportunities while living in a rural location; PRTA uses authentic learning and career emphasis to allow youth who may have trouble fitting into the larger school environment belonging to a smaller educational community to connect with they learn in school with their career aspirations and goals, or
 - c. not currently participating in the public school system.
- B. Grades Served.** The School may serve students in grade 9 through grade 12. PRTA may expand to grades 7 and 8 with a plan presented to ESD.
- C. Design Elements.** The School shall implement and maintain the following essential design elements of its educational program:
- a. As the primary focus PRTA will provide high quality professionally technical programs for Emmett School District Students. These programs will be offered in facilities agreed upon by ESD and PRTA.
- D. Standardized Testing.** Students of the School shall be tested with the same

standardized tests as other Idaho public school students. PRTA will also utilize assessments for PTE programs that meet industry standards.

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

SECTION 4: AUTHORIZER ROLE AND RESPONSIBILITIES

- A. **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 measures, 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.
- B. **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 sections 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 and Mission-Specific, 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.
- 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. 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 Charter School shall grant reasonable access to, and cooperate with, the Authorizer, its officers, employees and other agents, including allowing site visits by the Authorizer, its officers, employees, or other agents, for the purpose of allowing the Authorizer to fully

evaluate the operations and performance of the School. The Authorizer may conduct a site visit at any time if the Authorizer has reasonable concern regarding the operations and performance of the School. The Authorizer will provide the School reasonable notice prior to its annual site visit to the School. 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. 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.

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 200 Full Time Equivalent Students (FTE) of students.
- C. 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 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.
- D. School Facilities.** The school is located at and shares facilities with Emmett High School. The School shall provide reasonable notification to the Authorizer of any change in the location of its facilities.
- E. Attendance Area.** The School's primary attendance area is Gem County.
- F. 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.
- G. Alignment with All Applicable Law.** The School shall comply with all applicable federal and state laws, rules, and regulations. In the event any such laws, rules, or regulations are amended, the School shall be bound by any such amendment upon the effective date of said amendment.

SECTION 6: SCHOOL FINANCE

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

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 October 15 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 by the public charter school closure protocol established by the Authorizer attached as described in the Charter.

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, as guided by the public charter school closure protocol as described in the charter.

C. Revocation. The School's Charter may be revoked by the Authorizer if the School has failed to meet any of the specific, written conditions, 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 ensure a smooth

- and orderly closure and transition for students and parents.
- 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. 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 July 1, 2019

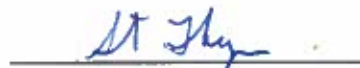
Emmett Independent School District



Jody Harris, Board Chairman



Wayne Rush, Superintendent



Steven Thayne, Board Chairman



Patrick Goff, Director

Appendix A: Charter, Articles of Incorporation, and Bylaws
Appendix B: School Performance Framework
Appendix C: List of Charter Board Members

Performance Framework

Appendix B

Performance Framework

The Performance Framework is made up of five (5) Career Technical Education/Career Technical School (CTE/CTS) measures and three (3) AdvancED Performance Domains.

Four (4) CTE/CTS Performance Measures

PR2TA will meet or exceed the State Performance Levels

| CTE/CTS Performance Measures | Performance Level Percentage |
|---|--|
| Technical Skills Assessment (TSA) | Above State Average |
| Workplace Readiness Assessment (WRA) | Above State Average |
| Certificate of Completion | 80% In Capstone Course |
| End of Course Assessment (EOC) | 70% of Students Score 70% or Above |
| Providing high performance & rigorous standards | Continued State (CTE/CTS) & Federal (Carl Perkins) Funding |

PR2TA will utilize the AdvancEd Performance Domains and Standards to show effectiveness to drive educational improvement and achievement.

Domain 1: Leadership Capacity

The capacity of leadership to ensure an institution's progress toward its stated objectives is an essential element of organizational effectiveness. An institution's leadership capacity includes the fidelity and commitment to its institutional purpose and direction, the effectiveness of governance and leadership to enable the institution to realize its stated objectives, the ability to engage and involve stakeholders in meaningful and productive ways, and the capacity to implement strategies that improve learner and educator performance.

Domain 2: Learning Capacity

The impact of teaching and learning on student achievement and success is the primary expectation of every institution. An effective learning culture is characterized by positive and productive teacher/learner relationships, high expectations and standards, a challenging and engaging curriculum, quality instruction and comprehensive support that enable all learners to be successful, and assessment practices (formative and summative) that monitor and measure learner progress and achievement. Moreover, a quality institution evaluates the impact of its learning culture, including all programs and support services, and adjusts accordingly.

Domain 3: Resource Capacity

The use and distribution of resources support the stated mission of the institution. Institutions ensure that resources are distributed and utilized equitably so that the needs of all learners are adequately and effectively addressed. The utilization of resources includes support for professional learning for all staff. The institution examines the allocation and use of resources to ensure appropriate levels of funding, sustainability, organizational effectiveness, and increased student learning.

PR2TA will meet the standards set forth by AdvancEd. There are four categories that are used by AdvancEd to evaluate the institution's effectiveness: Needs Improvement, Emerging, Meets Standards, and Exceeds Expectations. PR2TA will score at Emerging or above on each standard with overall score of 250 or above on the evaluation. PR2TA will improve any Standards identified as Needs Improvement or Emerging by AdvancEd.

Continuous improvement that results in success for all learners is the goal of PR2TA and Emmett Independent School District (EISD). Any professional relationship, like the one between PR2TA and EISD must collaborate, share information, and work together.

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