

**Charter Application**

Submitted to

The Utah State Charter School Board

April 25, 2005

**Renaissance Academy**

Applicant - Renaissance Academy, Inc.

## Table of Contents

Charter Application.....	1
Table of Contents.....	2
Founding Members .....	4
SECTION 3: Target Population.....	5
SECTION 4: Comprehensive Program of Instruction.....	10
SECTION 5: Detailed Business Plan.....	18
SECTION 6: Organizational Structure and Governing Body.....	19
SECTION 7: Background Information and Resumes.....	21
SECTION 8: Articles of Incorporation (including copy of by-laws) .....	22
SECTION 9: Admission (including your lottery plan) and dismissal procedures, including suspension procedures. ....	23
SECTION 10: Complaint Procedures .....	29
SECTION 11: Opportunities for parental involvement. 53A-1a-508(3) (h) .....	30
SECTION 12: Description of how the school will secure the following insurance .....	32
SECTION 13: Agreements or plans developed with school districts.....	33
SECTION 14: Qualifications to be required of the teachers. ....	34
SECTION 15: The school's intention to create a library with a description.....	35
SECTION 16: The school's plan for providing administrative and supervisory services.....	36
SECTION 17: The school's fiscal procedures. ....	37
SECTION 18: The school's policy and procedures regarding employee termination. Policy may include policies on hearings, appeals, dismissal procedures, and necessary staff reductions. ...	41
SECTION 19: The school's policy and procedures regarding employee evaluation. These may include frequency, components, deficiencies, staffing for evaluation, remediation, notice, and	

criteria. ....	42
SECTION 20: The school's policy and procedures regarding employment of relatives. ....	43
SECTION 21: For conversion charter schools. 53A-la-504(2) .....	44
SECTION 22: Utah State Board of Education, Utah Charter Schools, Assurances .....	45
SECTION 23: Waivers from State Board Rules.....	49
SECTION 24: Letters of Support .....	50
SECTION 25: A statement as to whether the school will participate in the Utah State Retirement System. ....	51
ATTACHMENT A: BUDGET .....	52
ATTACHMENT B: BACKGROUND INFORMATION AND RESUMES .....	57
ATTACHMENT C: ARTICLES OF INCORPORATION AND BYLAWS .....	59

## **Founding Members**

Deidre Dott Nelson  
Kris Christensen  
Steve Pitcher  
Trina Brinkman  
Rischelle Mikkelson  
Robert Murdock  
Ava Jacklin  
Marilee Hart  
Shawna Peterson  
Rachel Winn  
Danielle Hayes  
Melanie Hulmes Target

## **SECTION 3: Target Population**

### **Mission Statement**

Renaissance Academy is a center of academic excellence in World Language and classical education. We apply traditional, innovative and experiential learning methods to create global citizens.

#### **1. Continue to improve student learning.**

Renaissance Academy will be a center of academic excellence in World Language and classical education.

### **Academics**

Renaissance Academy seeks to become a center of Language, Arts and Sciences. The school will implement proven, research-based programs to ensure that each child leaves with a demonstrated capacity to excel in his/her academic and personal pursuits.

### **World Language**

The school's focus on language will be exemplary among foreign language programs by its trans-disciplinary emphasis and quality. Renaissance Academy recognizes that language, our major means of thinking and communicating, is fundamental to learning, underpinning and permeating the whole curriculum. It is not only learning language, but also learning about language. We will nurture an appreciation of the richness of language, including a love of literature. Knowing that all students are language learners who have the right to literacy, we believe that an effective language arts curriculum contains certain critical components which include a strong focus on reading and writing. In addition, the Academy will provide second language instruction in several languages. Renaissance Academy will stand out from other schools by offering instruction in languages such as Arabic, Spanish, and Mandarin Chinese (see number 4 below). Our selection of and focus on the less commonly taught languages such as Chinese and/or Arabic will provide an unusual opportunity for learning. This may be further fostered through relationships with institutions of higher education in the community such as Brigham Young University (BYU), a designated language Flagship school for Chinese, and home of the National Middle East Language Resource Center.

Our emphasis on language will particularly stand out as we offer a choice to students of instruction in multiple world languages. Students will receive daily world language instruction, from teachers who meet the requirements for their language specific endorsement as administered through the USOE.

We will heed the advice of William Bennett, Former Secretary of Education: "Only 22 percent of American schools even offer foreign language instruction between kindergarten and 6th grade, and fewer than half their students actually get any of it. Preparing students for serious, formal work in foreign language should be a basic goal of American elementary education." It is the belief of our founders that having foreign languages taught is not a sufficient goal, but

rather having a quality foreign language program carefully designed and assessed with national standards and trainings. The school will look to the ACTFL, American Council on the Teaching of Foreign Languages, for support of these objectives.

Renaissance Academy seeks to be a model school in the teaching of world languages by careful design and implementation of our world language program. Elements of this model include but are not limited to the following:

- A World Language Program Director to oversee the development of the program, under the supervision of the Executive Director.
- A team of qualified and proficient language specialists from each targeted language, preferably with a mix of native and non-native speakers.
- Effective correlation with the parent organization to support school-wide and classroom language activities and events.
- Thorough evaluation of language choices with consideration for teacher availability, coordination in scheduling, trans-disciplinary methods, and feeding into nearby schools of higher education.

### **Classical Education**

Renaissance Academy will offer an emphasis on the arts that will provide a choice for students seeking the enrichment afforded by this important discipline. The mission of art education in the school will be to provide artistic experiences that enable students to become visually literate, aesthetically perceptive, creatively expressive, and historically and culturally knowledgeable. Art is a universal language and a discipline that should be taught sequentially. Art education develops the student's ability to see, comprehend, select, analyze, apply, create and evaluate.

With these skills, students become creative problem solvers, expressive communicators, discerning consumers and culturally educated individuals. The Fine Arts may be studied using programs such as Meet the Masters, which emphasize the great artists of history and the Kodaly Philosophy, which gives a foundation for music theory and notation. We will also incorporate any other programs that we feel will continue to support our Fine Arts philosophy. In addition, annual theatrical efforts will be encouraged school wide.

We plan to give increased opportunities for learning within our Fine Arts program by providing a music theory program at all grade levels. Various forms of media will be used to support our visual arts program. We plan to support our young scholars' by providing for periodic recitals and/or art festivals, as well as encouraging participation in private educational organizations in the field of Fine Arts.

Renaissance Academy will also pursue excellence in the Sciences. We will use the scientific method and the wisdom of scientists throughout history to lead students to an awareness and appreciation of the world around them. Our exploration will develop individual competency for a rapidly changing scientific and technological world. Looking to the National Science Educational Standards, and providing opportunity for hands-on experiences and inquiry learning, will enable individuals to make informed and responsible decisions, not only in

science but also in other areas of life. Research shows that a science program which emphasizes processes and hands-on experiences enhances language arts and mathematical skills and develops critical thinking and problem-solving skills. Research also confirms that students retain information better when they are actively involved in the scientific process. Exploration in the sciences will include absorption of established scientific knowledge and creation of hands-on projects that correlate with the guidelines set forth in the Utah State Core Curriculum. An annual science fair will also be encouraged.

Opportunities for increased scientific literacy involve our plan to have more hands-on experiences on and off-campus. As transportation is not readily available to charter schools, we will rely on our Parent Organization for fund-raising and organizing families to encourage field trips, periodic after-hour science workshops and participation in local science fairs that will accentuate what is being done in class. Use of technology will be adequately provided for with computers in some classrooms, as well as a computer lab of 25-30 PC systems which will be connected on a wireless network within the school. Space will be provided in the classroom for safe practices of experiments in each of the science disciplines. With the addition of the 9th grade in our second year, additional courses in more specified subjects will be offered depending on student interest.

## **2. Encourage use of different and innovative teaching methods.**

Renaissance Academy will apply traditional, innovative and experiential learning methods.

### **Differentiated Instruction**

Teachers at Renaissance Academy will promote the education of well-rounded students. Annual goals for continuous development and implementation of differentiated instruction methods will be established and met. Faculty members will be sent to a variety of professional development trainings including the Elementary CORE Academy summer workshops, trainings offered in implementation of specified curricular choices, and conferences or workshops in specialty areas that support organizational goals and objectives.

All teaching methods and curricula at Renaissance Academy aim to empower students to:

- Become proficient in literacy, math and science.
- Build upon their spirit of discovery to develop an understanding and enjoyment of the process of learning, independently and in cooperation with others.
- Acquire knowledge and understanding and prepare for further learning.
- Recognize the extent to which knowledge is interrelated.
- Learn to communicate effectively in a variety of ways.
- Develop a sense of personal and cultural identity and a respect for themselves and for others.
- Acquire insights into local and global concerns affecting health, the community and the environment, and develop a sense of individual and collective responsibility and citizenship.

### **3. Create new professional opportunities for educators that allow them to participate in designing and implementing the learning program.**

We plan to give the teaching staff the liberty to teach what they know from their own educational journey in an effort to reach students using their personal strengths and talents. In compliance with the Utah State Core Curriculum, and our curricular areas of emphasis, our faculty will be empowered to teach what is required with all the professional tools listed above.

Renaissance Academy recognizes that teacher collaboration is the best source of staff development. As such, time and resources will be dedicated to support grade-level teams, which may include the building of professional learning communities. Teams will focus on embracing high levels of learning for each student. Members of the team are expected to collaborate and use results-oriented goals to mark their progress, clarify what students must learn, and monitor each student's learning. The teams will also provide systematic interventions, as well as extend and enrich learning when students have already mastered the intended outcomes. Members will also be expected to continually learn; therefore, structures will be created to ensure that staff members engage in professional development. Team leaders may be asked to participate on the School Improvement Team with administration to prioritize goals, identify professional development needs, develop proposed team budgets, and implement a positive and collaborative working environment.

Renaissance Academy will be a model of self-improvement. At all levels there will be an expectation of goal setting and self-evaluation. Each year the governing board will set goals and create a School Improvement Plan that will ensure the needs of students, parents, and faculty are met. The Executive Director, Principals(s) and teachers will each be involved in written and oral assessment of school, class, and self in accordance with USOE Board rule for charter schools. We value constructive feedback and will encourage teachers to evaluate and offer suggestions for improvements in school policy, procedure, curriculum and programs.

### **4. Increase choice of learning opportunities for students.**

As a school of Language Arts, and Sciences, we will offer a new choice in education for students.

Our emphasis on language will particularly stand out as we offer a choice to students of instruction in multiple world languages. Students will receive daily world language instruction, from teachers who meet the requirements for their language specific endorsement as administered through the USOE.

### **5. Establish new models of schools and new forms of accountability that emphasize measurement of learning outcomes and the creation of innovative measurement tools.**

Renaissance Academy seeks to be a model school in the teaching of world languages by careful design and implementation of our world language program. Elements of this model include but are not limited to the following:

- A World Language Program Director to oversee the development of the program, under



the supervision of the Executive Director, and with accountability to the Board of Directors.

- A team of qualified and proficient language specialists from each targeted language, with a mix of native and non-native speakers.
- Effective correlation with the parent organization to support school-wide and classroom language activities and events.
- Thorough evaluation of language choices with consideration for teacher availability, coordination in scheduling, trans-disciplinary methods, and feeding into nearby schools of higher education.

A separate facet of our educational plan that can be seen as conjunctive with special education, but needs to be addressed on its own is how we will meet the needs of English Language Learners. We plan to provide for our IEP team and other staff members as needed to be given training in the Sheltered Instruction Observation Protocol, SIOP, during the initial phase of the school year and continued as recommended by our SE Director. Principals such as recognition of stages of language proficiency, standards-based assessments, and cross-cultural competence are applicable to all learners, specifically ELL's. Another element of the SIOP Model that correlates well with the vision of Renaissance Academy is its strong peer evaluation system for teachers. Our SE Director and Curricular Directors will be given opportunity to teach what they learn in the SIOP trainings to fellow members of the faculty, principal/director and the Board of Trustees.

#### **6. Provide greater opportunities for parental involvement in management decisions at the school level.**

See 53A-1a-508 (3) (h) and Section 11, Opportunities for Parental Involvement.

When the school staff is in place, the Director and founding board will present an explicit definition of expected behaviors, roles and accountabilities within the triangular partnership of scholars, educators and guardians. This 'agreement' will be developed by gathering a cross-section of students, parents and teachers to consider and corroborate on a parental involvement policy. In doing this, we hope to achieve a heightened sense of community that is based on the idea that when children and adults take part in creating guidelines, they are more adept in following them.

This culture of partnership will further be extended by holding periodic 'professional development' evenings to parents with keynote speakers, workshops and assemblies designed with the assistance of the ever essential volunteer Parent-Teacher Organization.

We hope to foster a higher level of communication between home and school by using a network system which will be frequently updated by our teachers. This will allow parents to see their student's current progress at any given time. We will provide for parent-teacher conferences at least once a semester.

#### **7. Expand public school choice in areas where schools have been identified for improvement, corrective action or restructuring under the No Child Left behind Act.**

Not Applicable

## **SECTION 4: Comprehensive Program of Instruction**

### **Mission**

Renaissance Academy is a center of academic excellence in World Language and classical education. We apply traditional, innovative and experiential learning methods to create global citizens.

### **Philosophy**

Motto: Curiosity Translating into Contribution – Play, Wonder, Explore, Serve.

Renaissance Academy was founded on the philosophy of the Renaissance period, which is recognized as an era that embraced the development and innovation of ideas. Renaissance Academy aims to implement educational ideas by nurturing principles worthy of academic merit which assists students in preparing to become successful and positive influences in the world around them. Working in concert with the Utah State Office of Education's core objectives, Renaissance Academy will be seen as a fruitful branch of the public educational system in Utah, cooperating fully with neighboring schools, districts, and state officials in our educational planning and implementation.

**Character Education/Historical Mentor Modeling.** Students will be taught the relevancy of character through historical namesakes whose lives exemplified Renaissance Academy's values. Such values could include:

1. **INVENTION** modeled by Leonardo DaVinci and his attempts and successes.
2. **APPRECIATION**, an attitude of gratitude for democracy, individual strength, and the wisdom of other cultures, modeled by Olympic Athletes.
3. **CONTRIBUTION**, leaving the world a better place than how it was found, modeled by Harriott Tubman.
4. **TENACITY**, follow-through and optimism in the face of difficult circumstances, modeled by Helen Keller. Such values and role models will guide the student's performance while dealing with their classmates and instructors; also giving them a foundation to build a formidable character which may be utilized throughout their lives. This personal approach will especially benefit students using IEP's and at-risk students, as the school will offer unique opportunities for growth among these students.

**School Culture of Partnership.** The character mentor model will be a supplement, not a replacement, for the values and examples taught at home. Teachers are responsible for implementing a substantial education, students are expected to do their very best work and guardians will supplement the education by assisting in homework and exemplifying their personal family values on a daily basis.

## **Methodology**

We will use the methodology of a Classical Education to teach students a systematic, memorable framework for acquiring knowledge. Students will progress through the Grammar (language development), Logic (science of reasoning) and Rhetoric (debate and composition) stages. These skills are essential to independent scholarship, critical thinking, logical analysis and love for learning.

This will be applied through the methods below.

## **Demonstration and Experimentation**

Demonstration involves showing proof or making principles clear by use of examples or experiments. In teaching through demonstration, students are able to conceptualize objectives more effectively as multiple learning styles are targeted. Demonstration is particularly effective when students have difficulty connecting theories to actual practice.

## **Collaborative Learning**

Collaboration is a method in which students are able to work with and learn from their peers. It requires them to express their own opinions and consider differing points of view. Collaborative learning establishes a connection between students and the learning objective, and it helps students think in a more creative, less personally biased way. Finally, collaboration demonstrates a student's ability to be a team player, a leader and improves their presentation abilities, all of which are skills that will be important as they progress through school and into the workforce.

## **Case Study/Field Study**

The case study method of teaching requires active student participation in examining actual or possible scenarios, historical events, and scientific research. Case study, field study and simulation learning develops an understanding of complex issues or concepts based on the examination of facts and data. This method also enhances creative problem solving skill as students are challenged to extend their understanding beyond traditional approaches to discover solutions and accomplish assignments that they are given.

## **Learning by Teaching**

In this teaching method, students take on the role of facilitator and instruct their peers. Students who teach others must research and comprehend a concept well enough to share it with their peers. Students who participate in the instruction process gain self-confidence and strengthen their ability to think critically and communicate effectively.

## **Curricula**

All curricula will be selected to meet Renaissance Academy charter mission and objectives. Periodic evaluation of the curricula will be performed to assess and improve best practices and

effectiveness of implementation.

**Language Arts** are to be taught with the foundation of the Utah State Core Curriculum Objectives. The four facets of learning our primary language need to be rigorously addressed: 1) grammar/spelling, 2) composition, 3) reading, and 4) speech.

We intend to employ a phonics-based program with supplemental materials such as the Junior Great Books and other quality literature as suggested by the grade level teams. These will be implemented by classroom teachers, reading specialists and educational software. This will aid in this first priority of education, and exceed the goals established by USOE.

**Second Language Acquisition** will be emphasized during the younger years when minds are more pliable, as is done in many other parts of the world. This will model appreciation for the positive aspects of our local and world cultures. Multiple studies have been done to support the idea of second language acquisition increasing mental capacity or IQ, and providing a deeper understanding of the components and structure of the individual's primary language. Therefore, at Renaissance we will provide for World Language instruction to its students which will be taught by qualified native and/or non-native professionals. Instruction may be presented through an immersion model, daily instruction, or other methods that are deemed beneficial to our students and supportive of our mission.

**The Fine Arts** may be studied through, but is not limited to, the Meet the Master program and the Kodaly method. Annual theatrical efforts will be encouraged school wide.

**Mathematics:** Textbooks and workbooks will be selected from the Utah State Office of Education recommendations. The curriculum will satisfy 100% of the Utah State core objectives.

## **Sciences**

Exploration in the sciences will include a focus on established scientific knowledge and experiential learning. Hands-on projects and inquiry-based learning will be encouraged as they correlate with the Utah State Core Curriculum guidelines and Renaissance Academy mission.

## **Social Studies**

History and Geography will be taught with respect to the overall philosophy of the school with relevancy of these subjects being applied to our role as global citizens. Teachers will be encouraged to follow State guidelines and make an effort to coordinate and sequence their curriculum to make sure that all periods of history.. These practices will provide our students with a deep foundational knowledge to build upon as they venture into the secondary grades and beyond.

## **Physical Education**

Attention will be given to the state's guidelines in designing a program that creates lifelong movers and health-conscious children. Specialist teachers will be recruited that will energetically instruct students in the learning of sports and international games.

## Special Emphasis

The Renaissance Era included exploration of the world's geography, a new world trade market requiring increased proficiency in foreign languages, and notable advances in the arts and sciences. Our Information Age has similar opportunities for which we feel an urgency to prepare our students. To be congruent with this historical reference, we plan to put special emphasis on second language acquisition, the Fine Arts and Sciences – a classical education.

## Effectiveness Goals

Renaissance Academy pursues excellence in:

1. Academics
2. World Language
3. Classical Education

Indicators	Measure	Metric	Board Goal/Objectives
Academics	Differentiated Instruction	Percentage of teachers with lesson plans demonstrating differentiated instruction methodologies.	100%
	Standardized Test Scores	Percentage of improvement for CRT scores.	1% improvement annually until 100% proficiency is reached in all subjects.
	Professional Development	Percentage of teachers with a current 5-year learning plan supporting the school's mission and objectives.	100%
World Language	Proficiency Targets	Percentage of continuously enrolled students assessed over a 3-year period.	80% of students will participate in scheduled proficiency assessments to measure student progress.
	Cultural outreach	Number of annual cultural activities such as Wonder Days, international festivals and cultural exchanges.	No less than six cultural activities will be held annually.
Classical Education	Fine Arts/Music Education	Grade levels at which music theory is offered.	All grade levels will be offered music theory.

		Number of recitals, theatrical performances, art festivals and other opportunities to showcase student fine arts accomplishments.	No less than six annual recitals, theatrical performances, art festivals and other opportunities to showcase student fine arts accomplishments.
	Character Education	Percentage of 6 <sup>th</sup> grade students enrolled in a character education program.	100%
	Science Emphasis	Grade levels at which science-focused fieldtrips experiential activities and laboratory experiments will be offered.	All grades will participate in at least one science field trip annually and experiential science activities throughout the year.

**Discussion and examples of how the Program of Instruction will be monitored to include:**

*How the school and staff will disseminate information regarding student performance to track students' progress toward mastery of State standards over time.*

Renaissance Academy will administer

- Utah State Core Course End-of-Level Tests, and
- Any other tests as required by the State according to the designated testing schedule.

Renaissance Academy will adhere to grading methods that effectively measure understanding and content knowledge. Each teacher's disclosure statement will contain their class specific grading policy. Class-specific policies will be consistent with the school's grading policy.

All assessment practices must hold students accountable, while providing them with opportunities to recover from short-term failure. Renaissance Academy recognizes that not all students learn at the same pace and therefore place greater emphasis on the mastery of knowledge and skills.

Information regarding student performance will be available to staff and parents through the school's website. This data collection will allow staff and administration to print reports and access needed information as needed. Likewise, parents will be given a password, which will allow them to track their children's academic progress and attendance on a continual basis. In addition parents will receive formal progress reports on a quarterly basis. In grades K-6, these reports will be based on specific grade-level requirements evaluated on a continuum to assess mastery with a narrative report to clarify areas of strength or weakness. Beginning in grades 7-9 students will also receive grades according to the traditional "A, B, C" grading system to ensure consistency in transfer of transcripts and in preparation for high school.

Parents will be invited to participate in at least two parent/teacher conferences each school year.

This will provide the opportunity to discuss the students' performance, set improvement goals and assess progress.

**How the school will ensure that teachers integrate standards into instructional practices:**

Prior to beginning instruction Renaissance Academy will provide professional development training. During this training teachers will develop a year-long plan for implementation that integrates the school's curriculum with district and state guidelines. They will also develop a month-by-month planning guide and work with trainers to revise and modify the provided daily lesson plans to include state and/or district standards and skills. Teachers will be given weekly planning time to collaborate with their associates in this process. As part of their evaluation, teachers will demonstrate that they are covering required curricula.

**School Calendar**

A School calendar outlined in semesters, trimesters, or quarters which is in compliance with State Board requirements on minimum school days outlined in R277-419.

Renaissance Academy will open in the Fall of 2006 and follow a Standard School Year, which will include 180 days and a minimum of 990 instructional hours. The School intends to closely align its calendar with that of the Alpine School District's traditional school year calendar.

For grades 1-9, the school day will be Monday through Thursday from 8:00 am to 3:00 pm. Friday will be considered our early out day and the schedule will be 8:00 am to 12:15 pm. The schedule will accommodate provisions for lunch and recess as per statutory requirements.

Middle school students will be given adequate passing time. Our morning Kindergarten classes will meet from 8:00am to 11:00am Monday through Thursday and 8:00am to 9:55am on Fridays. Our afternoon Kindergarten classes will meet from 12:00pm to 3:00pm Monday through Thursday and 10:20am to 12:15pm on Fridays.

The bell schedule and calendar may be modified to the extent allowed by law.

**Description of how special education will be provided**

**(i.e., will the school contract with the school district to provide all special education services, or will the school provide the services by hiring its own service providers, contracting with independent third parties, pooling resources with other schools, or a combination of these approaches?). The description should include how the school will manage and staff assessment and identification; proper staffing of IEP meetings and service delivery included the provision of related services, if identified on the IEP.**

The school will hire a trained professional that meets or exceeds Utah requirements in Special Education and possibly one full-time Special Education Assistant with preferred certification or 2 years relevant experience. We will build upon identification procedures like Child Find to locate all students with mild to moderate to severe learning disabilities. Additional aids may be

hired as needed or designated to assist in classrooms or with individuals under the direction of our Special Education Director. Qualifications of aids are listed in the employee hiring section, but additional training will be given to those designated by the IEP team. Our goal is to keep to the laws of inclusion/integration as much as possible by recommendation of the trained professional hired. With pull-out groups being offered school wide in the most basic core subjects of Reading and Math, providing for natural accommodation of varied levels of abilities, we hope to allow for more individualized methods across the board. The Special Education Director, working under our school principal/director and in encouraging collaboration with the entire teaching staff, will provide periodic in-service training at Renaissance Academy. This will apply annually at the beginning of each school year, with a specialized workshop given to teachers in the entry level grades of K-2. Teachers will be trained to identify students with special needs and be provided with a clear means of referral to the special education teacher.

Other in-service meetings may be recommended on a smaller scale as the year progresses, new students arrive, or as the Special Education Director proposes to the principal/director. Ongoing professional development through the CSDP offered through the USOE will be provided.

The special education teacher will provide preliminary evaluations and determine what professionals need to be involved in planning an IEP for identified students. The special education teacher will coordinate any necessary assessments and contact the family of the identified student to inform them of their rights and obtain any necessary information and consent. Under the direction of the Special Education Director the IEP team, which will involve the classroom teacher, the school principal/director, parents of student, and any other specialists needed, will meet to discuss and develop an individualized plan for that student. The IEP team will determine what, how, where, and by whom the services will be provided. The written IEP will include learning goals for the child and specify the services provided by Renaissance Academy and any other related professionals. The IEP will be a natural extension of the Total Talent Portfolio used by every student at the school by addressing the individual strengths and needs of the student and establishing realistic goals to measure progress. Non-traditional grading systems done on a participation and self-evaluation scale will be used in the Foreign Language, Fine Arts, and Phys. Ed. to foster personal attitudes of accomplishment and enthusiasm. Students selected by the SED will be given standardized assessments or the Utah Alternate Assessment as selected and recommended by the Special Education Director, SED.

The special education teacher, in conjunction with the CEP team, may use a variety of approaches in providing needed services. These approaches may include hiring specialists, contracting with a school district, contracting with third parties, or pooling resources with other schools. The specific method to retaining a specialist will be determined by recommendations from the IEP team. The special education teacher will be responsible for evaluating and monitoring each student's IEP. He/she will coordinate services and arrange for appropriate review and revision of the IEP consistent with state and federal laws.

Renaissance will particularly focus on at-risk children such as those that are ELL's, economically disadvantaged, and psychologically/emotionally/ behavior challenged? Part of the school's outreach will include clear communication with the public that these children are welcome at the school. Once there, these children will find accommodation spearheaded by the



SED, who will ensure that they are integrated into the system and enjoy the same benefits of the unique philosophy of the school as the rest of the student body.

Renaissance Academy will have a stellar Special Education Program. Our 'beyond our borders' perspective is focused on strengthening positive beliefs about oneself and extending comfort zones of thought towards others. This will allow our students to embrace the strengths of each individual's learning style, accentuated with an appreciation of worldwide cultures and differences.

## **SECTION 5: Detailed Business Plan**

### **Start-Up Plan**

The Renaissance Academy plans to manage the start-up phase of the school efficiently. The plan should unfold as follows.

The Renaissance Academy Charter School will advertise for student recruitment and for job applicants by some or all of the following activities: word of mouth, organized activities, local newspapers, through local businesses, direct mailings and on the Internet. Local colleges may also be notified for teacher recruitment efforts.

Open application for enrollment will extend from January to February 2006. If needed, because the school is oversubscribed, an enrollment lottery will be held during March 2006. Remaining applicants will be placed on an enrollment waiting list according to the lottery results.

Following the seating of the Board of Trustees, policies and procedures will be adopted and approved as soon as appropriately possible. More details can be found under the Organizational Structure and Governing Body section of this application.

Members of the Board of Trustees will be responsible for the selection process of the principal, who will then assist with the hiring of teachers. Teachers will be selected before or during June 2005. Teaching staff, where appropriate, will then be required to attend training necessary to help the school achieve its mission and goals.

Start-up funds will be necessary for the preparation of the school prior to opening. Such expenses include, but are not limited to, staff salaries and benefits, academic costs, facility costs and operating expenses, among others.

The Renaissance Academy Charter School will request start-up funds in accordance with ESEA Title X funds set aside to assist new charter schools in the first three years of operations. The Renaissance Academy Charter School may request from the State or Federal Government any other funds set aside to assist in the start-up phase for Charter Schools. The Renaissance Academy Charter School may also seek private contributions, grants and other funds to assist in the start-up phase. Each of the aforementioned funding sources may be requested according to their respective requirements and schedules, while complying with State and Federal regulations.

Before the first day of the academic school year, parents and students will be required to attend orientation activities during or before August 2006 to gain a greater understanding of volunteering opportunities and the school's policies, procedures, dress code and other guidelines.

### **Operational Budget and Facility Acquisition**

[See Attachment A].

## **SECTION 6: Organizational Structure and Governing Body**

### **Administrative Principles**

The Renaissance Academy's administrative policies are governed by principles of open and active representation. From board members to the faculty, parents and student body, all those involved with the school are invited to participate in the decision-making process. Renaissance intends to comply with Utah State Law in the administrative process being open to all involved.

### **Board of Directors**

Renaissance Academy Board of Directors follows the Policy Governance model of oversight. Upon approval of the charter, the founding board of Renaissance Academy, Inc. will become the Board of Directors for the new school. Initially there will be five members of the Board; however it may be expanded to a total of eleven. If a position on the Board is deemed available, elections will be held in order to fill the available position.

The Board of Directors will have the Executive Director serve as an advisor. A member of the Parent Organization may serve as an advisor at the discretion of the Board. The Board seats will be three year positions. A board member may choose to serve two consecutive terms if re-elected by the Board before having to vacate their position.

The Board will appoint members to fill the following positions on the board: President, Vice President, Secretary, and Treasurer.

Responsibilities of the Board include:

- Defining Renaissance School Board policy
- Appointing the Executive Director and other key administrators
- Overseeing of school finances and purchases
- Overseeing of school facility management
- Ensuring that required assessments are held
- Ensuring district and state reporting is completed
- Strategic planning in cooperation with the Executive Director

### **Executive Director**

The Executive Director will report directly to the Board of Directors of Renaissance Academy. His/her primary focus will be the business aspect of the school's operations. He/she will be a liaison between the board and the school's administrative team.

Responsibilities will include the following as well as any other responsibilities that may be delegated by the board:

- Legal Compliance
- Reporting
- Financial Oversight
- Sustainable Funding
- Community / Public Relations
- Strategic planning
- World Language program oversight
- Administrative oversight

### **Principal(s)**

The Principal(s) will report to the Executive Director and/or the Board of Directors. The Principal(s) main focus will be placed on the Academic parts of our school. Responsibilities will include the following as well as any other responsibilities that may be delegated by the Board and/or the Executive Director.

- Faculty / Staff Support
- Professional Development
- Evaluations
- Discipline
- Curriculum Reviews
- Testing
- Academic Programs Management
- Students and families

### **Renaissance Academy Form of Governance and Flow of Information**

Board of Directors



Executive Director



Administrative Staff, Teaching Staff, Parent Organization, Student Council

## **SECTION 7: Background Information and Resumes**

[See Attachment B]

**SECTION 8: Articles of Incorporation (including copy of by-laws)**

[See Attachment C] 34

## **SECTION 9: Admission (including your lottery plan) and dismissal procedures, including suspension procedures.**

*If the charter school will follow a district's discipline/suspension policy, attach a copy of the policy from the district. 53A-la-508(3)f*

It is the policy of Renaissance Academy to provide equal educational opportunity for all individuals. Therefore, Renaissance Academy prohibits all discrimination on the basis of race, color, religion, sex, age, national origin, disability, or veteran's status. This policy extends to all aspects of Renaissance Academy educational programs, as well as to the use of all Renaissance Academy facilities, and participation in all school-sponsored activities.

### **Admission Procedures**

Initial enrollment will be based on a first come first serve basis after a 45 day minimum enrollment period has expired. In the event the number of applicants exceeds the established ceiling, the first priority for enrollment will be given to students whose parents participated in the formation of the school (referred to as founders). After which students will be selected by random draw. The lottery will be held at Renaissance Academy in February. Lottery information and standards can be found on our website including dates, procedure and timelines. When a student is chosen, the siblings of the applicant will also be invited to enroll, provided there are openings. Students already enrolled will be given preference for re-enrollment during subsequent years. Siblings of enrolled students will also be given preference relative to other applicants. If state and federal guidelines permit, full-time employee's children will receive the same preference as the sibling preference. As long as the Renaissance Academy is in existence, founding member's children are given first priority in the enrollment process.

### **Student Conduct**

The following School Rules will be promoted in each classroom:

- Students and teachers will acknowledge the rights of others.
- Students will take responsibility for their learning and behavior.
- Students will respect each other, the teachers and the school.
- Students will use appropriate language and behavior in the school and on the playground.
- Sexual harassment or bullying is not allowed. The Renaissance Academy Charter School takes these issues seriously and will take immediate action.
- Students will comply with school policies.

A school constitution may be created and ratified by the students at the beginning of each year.

This constitution will help govern the students.

## **Discipline Philosophy**

Our goal is to promote self-regulation and intrinsic motivation in students. We believe in focusing on the positives and when necessary we will determine the cause of inappropriate behavior and develop appropriate solutions. Our stance is oriented toward problem solving.

The Renaissance Academy Charter School will emphasize respect among students, teachers, and staff, consideration for others, and friendliness. The school will have clear expectations, shared with teachers, parents and students about appropriate behavior.

## **Discipline Procedures/Dismissal Policy**

There are three levels of disciplinary measures utilized by the school: 1) Warning, 2) Suspension, and 3) Expulsion. Each level has associated conduct, breach definitions and corresponding disciplinary actions that may occur.

### **1. Warning**

Students that receive warnings from the school will have a conference with their parent/guardian(s) and the school administrator(s) and the incident will be documented in writing. Warnings are issued when a student's behavior fails to meet school expectations, but falls short of the behavior listed under the suspension and/or expulsion categories listed below.

### **2. Suspension**

When a student is suspended, he or she is temporarily removed from courses or a school sponsored program or activity. The principal will determine the duration of a suspension not to exceed 10 days per occurrence. Suspensions will be documented in writing and will become part of a student's permanent record.

Violations of student behavior expectations that may lead to suspension include but are not limited to the following:

- **Cheating on tests or daily work:** A student who knowingly participates in copying, using another's work, and representing it as his or her own or who provides other students with test answers, answer keys, or otherwise uses unauthorized materials in an assignment or assessment situation.
- **Plagiarism:** A student's use of another person's words, products, or ideas without proper acknowledgement of the original work with the intention of passing it off as his or her own. It includes but is not limited to copying material from a book or copying-and-pasting information from the Internet.
- **Habitual Truancy:** Unexcused absences by a student who is under the age of 18 who is absent from school due to avoidable absences, parental neglect, unapproved family vacations, etc.



- **Abusive conduct:** A student who uses abusive language or engages in abusive conduct in the presence of others either in person or electronically/virtually.
- **Bullying:** A student that repeatedly engages in negative actions against another student in an attempt to exercise control over him or her.
- **Harassment:** A student who demonstrates verbal, written, graphic, or physical conduct relating to an individual's sex, race, color, national origin, age, religious beliefs, ethnic background, or disability that is sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability of an individual to participate in or benefit from the school's programs that: 1) has the purpose or effect of creating an intimidating or hostile environment, 2) unreasonably interferes with an individual's educational performance, or 3) otherwise adversely affects an individual's educational opportunities.
- **Vandalism:** A Student who intentionally damages or destroys school property or records (physical or electronic). In these instances, the school reserves the right to contact the proper law enforcement agencies.
- **Theft and robbery:** A student who takes money or other property (physical or electronic) with the intent to deprive another person or the school of that property. The threat or the use of force or violence is considered a serious breach of conduct. In these instances the school reserves the right to contact the proper law enforcement agencies.
- **Sexual harassment:** A student who subjects another to any unwelcome sexual advances including verbal harassment, unwelcome or inappropriate touching, or suggestions, requests, or demands for sexual favors.
- **Violation of acceptable use policy:** Students who violate the acceptable use policy are subject to disciplinary action up to and including suspension.
- **Repeated occurrences of any disciplinary issues.**

### 3. Expulsion

When a student is expelled, he or she is separated from the school for the duration of the expulsion time period for disciplinary reasons. An expulsion will be documented in writing and will become part of a student's permanent record. Violations that may lead to expulsion include, but are not limited to: any behavior that indicates that a student is a serious threat to the safety of others, possession of firearms, dangerous weapons, bombs, or explosives, criminal behavior, arson, under the influence of or possession of, sale of controlled substances or paraphernalia, or repeated violations of the student behavior expectations set forth above in Section 2.

Suspensions or expulsions for children subject to IDEA will follow all appropriate state and federal policies, regulations, and laws, including Utah Special Education Rules Discipline Procedures (§300.530).

### **IDEA Disciplinary Procedures**

School staff may order the removal of a child from school for disciplinary reasons provided the removals do not constitute a change of placement. A change in placement occurs if the child is removed from school for disciplinary reasons for more than 10 consecutive school days or if the child is subjected to a series of removals that constitute a pattern of removal.

If a child has been removed from their current placement for more than 10 days during a school year, the school staff will provide services to the child to the extent necessary for the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals in their IEP.

If an IDEA student carries a weapon to school or to a school function, knowingly possesses or uses illegal drugs, sells or solicits the sale of a controlled substance, or causes serious bodily injury to another person while at school or a school function-school staff may order a change of placement to an appropriate alternative setting for not more than 45 days (provided non-disabled students are also subject to such removal). The interim alternative setting must enable the child to continue to progress in the general curriculum and to continue to receive those services and modifications that will enable the child to progress on the goals set out in their IEP.

If the school staff is considering a disciplinary action that involves changing a child's placement, the parent will be notified of that decision and a review will be conducted to determine the relationship between the child's disability and the behavior subject to the disciplinary action. If the review concludes that the behavior was not a manifestation of the child's disability, the relevant disciplinary procedures applicable to children without disabilities may be applied to the child in the same manner as for their non-disabled counterparts; however, Renaissance Academy will continue to provide services to the extent required by law.

After changing a child's placement for disciplinary reasons, school staff will conduct a functional behavioral assessment and convene the IEP team to develop a behavioral intervention plan; or if a behavior plan was in place it must be reviewed and modified as necessary by the IEP team.

### **Due Process**

To ensure compliance with state and federal law, Renaissance Academy will provide the following Due Process protections for each type of disciplinary action:

- ***Suspension (no more than 10 days):*** Prior to suspension, students will receive a brief explanation of the reason(s) for suspension and have an opportunity to present their account of the events/actions under review. If the school principal or Chief Administrative Officer determines that the circumstances warrant suspension, a designated school official will provide the parent or guardian of the student the statutory notifications outlined in 53A-11-905(4) without delay.
- ***Suspension of an additional 10 days, or an Expulsion:*** Prior to suspension, written notice will be issued to the student and their parent/guardian. The notice will state:
  - the school's intent to invoke disciplinary action
  - provide a brief explanation of the reasons for the disciplinary action
  - provide notice of the opportunity for formal hearing on the matter. If the student and/or legal guardian request a formal hearing, the parent shall have and receive notice of:
    - names of witnesses against him and opportunity to present witnesses (witnesses' names may be protected if school determines they would suffer physical/psychological harm; student cannot compel witnesses);
    - reasonable time to prepare the case;
    - the opportunity for counsel (If Renaissance Academy will use an attorney);
    - the right to notice of procedures for the hearing in writing, in student handbook or school website;
    - the right to have the hearing recorded;
    - a fair hearing officer (credible and objective person or panel – not necessarily uninformed);

## **Dress Code**

The Administration will determine school dress code policies so as to promote school safety, discipline and an enhanced learning environment. The dress code policies adopted will comply with State and Federal regulations. All clothing requirements will be generic in nature and will be readily available at local stores. Students' and adults' clothing and grooming must be appropriate and conducive to the mission, philosophy and goals of the school.

## **Attendance**

If a student is ill or if there is an emergency, the parent will be required to call the school promptly. It is very important that the child be in attendance every possible day. Absences create major obstacles for teachers and inhibit academic growth for both those absent and those who have to have learning delayed because of make-up instruction being given. Therefore, parents are expected to plan family vacations during school vacation time and not use children for babysitting during the school day. Parents will be encouraged to schedule all student health appointments outside of school time if possible.

## **Standards**

Students may not have more than five excused or unexcused absences per semester. For purposes of this policy, semester dates will be established in the Renaissance Academy annual school calendar. Any unexcused absence, as defined below, shall be counted in this total.

## **Excused Absences**

The following are excused absences: student illness, family death, approved school activity, absence permitted by a school-age minor's Individualized Education Program, or Section 504 Accommodation Plan. A parent may excuse an absence by sending a note or email within three school days to the school enrollment specialist explaining the reason for the absence. Seven or more days (or equivalent class periods) of excused absences within a school year are considered excessive and may require a doctor's note to excuse subsequent absences.

## **Unexcused Absences**

Any absence not excused, as defined above, or any absence exceeding the state allowable total of ten per year is considered unexcused.

## **Enforcement**

Enforcement of unexcused or excessive absences or tardies will be enforced according to written attendance policy.

## **Tardiness**

Every student is expected to be punctual for school. Tardiness results in a student missing necessary instruction and interruption of the class. A student is considered tardy if they arrive at school any time after the bell rings commencing school. Students arriving without parent check-in or note will automatically receive an unexcused tardy. More than three tardies in a two week period will be considered excessive. Parents will be contacted regarding excessive tardiness and students may be given after school detention.

## **SECTION 10: Complaint Procedures**

### **Procedures to review complaints of parents regarding the operation of the school.**

These procedures should include a description of how complaints of parents of students served under Section 504 or IDEA will be handled. See <http://www.usoe.k12.ut.us/sars/rules/NewGrules.pdf> for guidance in preparing this section. 53A-1a-508(3) (g)

Parents will voice complaints with the person(s) involved. If it is not resolved a parent may file a complaint with the Principal. If it is not resolved, a parent may file a complaint with the Executive Director. If the Executive Director deems it necessary, the complaint may be elevated for discussion by the governing board at their next monthly meeting.

### **Complaints**

If there are state or district policies governing the handling of complaints, they shall take precedence over school procedures. Otherwise, the following shall apply:

If parents have a complaint or disagreement concerning the school, the following procedure will guarantee that the problem will be heard:

1. First, arrange a meeting with the person against whom the claim is directed. Most disputes are resolved at this level.
2. If the parent prefers, a meeting may be arranged directly with the Principal. The Principal is there to help mediate disagreements.
3. If the parent still feels that the problem has not been properly addressed, he/she may appeal to the Executive Director. The appeal will not be heard unless step #2 has been accomplished and only if the Executive Director chooses to hear the appeal. The case should be stated in writing with specifics.
4. If the parent still feels that the problem has not been properly addressed, he/she may appeal to the governing board. The appeal will not be heard unless step #2 and #3 has been accomplished and only if the Board chooses to hear the appeal. The case should be stated in writing with specifics.

It is recognized that the Utah State Office of Education (USOE) is also a resource that may be approached to help resolve special problems or issues that may arise after steps 1-3.

## **SECTION 11: Opportunities for parental involvement. 53A-la-508(3) (h)**

All parents/guardians are encouraged to be involved in their children's education. At the semi-annual parent-teacher conference, parents will be invited to set personal goals relative to their participation in their children's education personally and the student's learning environment collectively. This will allow each parent to select goals that are within his/her comfort and ability level. It will also allow for creativity based on individual experience, talents and abilities. We will not require specific hours of service. Our hope is to inspire parents to choose to participate in helping their child reach his/her potential in ways and at times that they feel are reasonable.

Parental involvement will:

- Allow teachers to focus more on their teaching instruction by relieving them of some of the everyday secondary tasks required in the classroom
- Provide parents a feeling of ownership in the school and their children's education,
- Develop strong parent - teacher relationships that will be effective in enhancing and maximizing the learning experience of every child.

Many of the opportunities for involvement will be communicated to parents through the school web site, postings at school and/or school newsletters. Any parents wishing to volunteer in a role that involves significant, unsupervised contact with students will be required to pass a background check. Parents will be encouraged to volunteer in a variety of ways that can include, but are not limited to:

- Classroom Helper
- Tutor/Mentor
- Grading Papers
- Field Trips
- School Parties
- Room Parents
- Photocopying
- Lunch Coordinator or Lunch Room Bulletin Board
- Play Ground
- Assemblies
- Library
- Special Productions
- Technology Committees
- Office Help
- Fundraising
- Parent Organization
- Safety Patrol
- Extra-Curricular Activities

Parents who work will not be excluded from the opportunity for volunteering for the school. Arrangements will be made for them to volunteer time on tasks that may be performed at home,

off hours, or on weekends.

### **Parent Organization**

The Parent Organization is comprised of parents whose children are registered to attend the school.

Responsibilities include:

- Coordinate volunteers for classroom help, field trips, assemblies, etc.
- Assist in child's classroom with learning projects, 1 on 1 instruction and practice
- Increase financial resources available at the school, including assisting in fundraising.
- Participate in information sharing strategies - calling parents, newsletters, etc.
- Offer courses for parents - parenting skills, communication skills, etc.
- Organizing elections to fill vacancies
- Organizing annual "uniform exchange"

### **Student Council**

The Student Council will be open to Middle School students of Renaissance Academy. Members will be elected by their peers. These representatives will meet once a month with a coordinator who is a member of the Parent Organization. A member of Administration will oversee the activities of the Student Council.

## **SECTION 12: Description of how the school will secure the following insurance**

**Description of how the school will secure the following insurance:** \$2 million in liability; property insurance; comprehensive/collision; and employee dishonesty bond. If coverage will be provided outside of State Risk Management, provide a letter from the insurer indicating a willingness to provide the coverage mentioned above. Insurance expenses should be included in the school's budgeted expenses. School must provide, before opening date and annually thereafter, a certificate of insurance. 53A-la-508(3)(i)

Renaissance Academy will purchase an insurance policy through the State Risk Management and has included the premiums in the budget. Written evidence of insurance will be provided to local and state agencies as required.



## **SECTION 13: Agreements or plans developed with school districts**

### **Agreements**

Agreements or plans developed with school districts regarding participation of charter school students in extracurricular activities within the school districts. If no agreements have been reached, applicants may describe the school's plan for providing extracurricular opportunities.

### **Extra-Curricular Activities**

Renaissance Academy will consider all opportunities that arise for participation in extracurricular activities within the local school district; however, the school plans to provide a variety of extracurricular activities that will be approved and coordinated by members of Administration and Parent Organization. These programs may be provided before or after school and will be created around the interests of the student body. These activities may include:

- Computer keyboarding
- Basic computer programming
- Music related classes such as band, choir, and orchestra
- Chess
- Art
- Foreign Language classes
- Drama/theater
- Ballroom dance
- Student council

Students may have opportunities to participate in field trips, service projects, and/or other community sponsored clubs and activities.

## **SECTION 14: Qualifications to be required of the teachers.**

Renaissance Academy will hire teachers who hold valid Utah Professional Educator Licenses or who have met State Board requirements for alternative licensing. The School's Board will verify that all teachers are licensed or qualify for alternative licensing. Renaissance Academy will not discriminate against any employee on the basis of race, creed, color, gender, national origin, religion, ancestry, age or disability. In addition, the school will seek out individuals who:

- Are familiar with the school's curriculum and teaching methodology.
- Skilled in the use of technology in a classroom environment.
- Have previous teaching experience.
- Demonstrate an ability and desire to learn new teaching philosophies and curricula.

In compliance with state law, the Board will disclose the qualifications of our teachers to the parents and students through the schools' website or provide a hardcopy of this information upon request. This will be available by November of each new school year.

## **SECTION 15: The school's intention to create a library with a description.**

The description may include location, size, staffing, and estimates of size and types of collection.

Renaissance Academy plans to provide a 2,000 square foot room as a library. As funds permit, a staff member will be assigned to the library. We will use approximately \$25,000 in start-up funds to purchase books for the library the first year. The following 2 years, an additional \$25,000 each year will be set aside for additions to the collection. The School will maintain a library budget subsequent years that will ensure that the collection is current, balanced, and relevant.

The books will consist of a variety of reading levels and include reference, fiction and non-fiction that builds on what is learned in areas such as science and history. We will try to appeal to a broad range of interests within the student body in order to assist them in developing good reading habits and skills.

Renaissance Academy will also maintain a collection of non-print materials. These materials may include electronic databases, videos, audiotapes, art prints, CDs, and DVD titles.

Computers (with internet access) will be an integral part of the library and will be available for research and word processing. The school will comply with the Library Media Program requirements set forth by the Northwest Association of Accredited Schools.

## **SECTION 16: The school's plan for providing administrative and supervisory services.**

Renaissance Academy's Executive Director is responsible for the day-to-day management of the school including general staff and teachers. He/she is also responsible for student welfare (i.e. Discipline) and performance. As part of student performance responsibilities, he/she will ensure Renaissance Academy's compliance with Utah State U-PASS requirements. He/she will advise the Board of Trustees on all hiring, terminating, disciplining, and employee raises. The Executive Director will ensure evaluations are completed for employees and serve as their instructional leader. He/she will ensure the duties of a curriculum coordinator are fulfilled (if a separate coordinator is not on staff). The Executive Director will oversee the completion of necessary state and federal reports and may assign these duties to the Board or secretarial staff.

Under the supervision of the Executive Director, a custodian will be responsible for physical plant, custodial, and grounds maintenance. A staff will be provided and/or contracts made to assist the custodian in his duties.

A secretarial staff will be maintained to assist administrative and teaching staff as needed.

## **SECTION 17: The school's fiscal procedures.**

These may include policies around the governing board's budget process, limits on appropriations, monthly budget reports, the school's policy on making appropriations in excess of estimated revenue, expendable revenue, policy around undistributed reserves, policies around inter-fund transfers, and policies around emergency expenditures. 53A-1a-308(3)(q)

### **Fiscal Policies:**

Renaissance Academy will adopt fiscal policies and procedures to safeguard assets, provide compliance with state and federal laws and regulations, and produce timely and accurate financial information. Generally these policies will be as follows:

- A. Renaissance Academy will follow all the relevant laws and regulations that govern Utah charter schools. Additionally, any state or federal government laws and/or regulations from private sources that relate to grant funding will be adopted as the grant funding is received.
- B. To provide accurate and auditable records of all financial transactions, Renaissance Academy will maintain all books, records, and accounts in conformity with Generally Accepted Accounting Principles (GAAP), which include Generally Accepted Governmental Auditing Standards.
- C. The State Office of Education guidelines for Budgeting, Accounting, and Auditing for Utah Schools will be applied in administering and reporting school revenue and expenditures.
- D. The Executive Director, under the direction of the Board, shall be responsible for preparing and submitting all financial and school reports to the state. This will include, but is not limited to, the State Accountability Report, Financial Audit Report and the Financial and Enrollment Report as required by the State Office of Education.
- E. Renaissance Academy will retain an accounting firm to provide monthly accounting needs. This may include, but is not limited to payroll, monthly reports, quarterly taxes, and tax returns.
- F. The Executive Director and treasurer of the Board prepare an annual operating budget of revenues and expenses, a cash flow projection, and a capital budget. These budgets and projections are reviewed by and approved by the Board of Trustees, and may be modified, as necessary.
- G. The Board of Trustees shall have the authority to approve and will record in its minutes:
  - i. approval of the annual operating budgets,
  - ii. incurrence of debt, mortgages,
  - iii. investments and/or purchase or sale of property,
  - iv. opening up or closing checking or savings accounts,

- v. selection of a certified public accountant, and
  - vi. other activities associated with the operations of the Charter School.
- H. Financial statements displaying budget vs. actual results will be prepared by the school's accountant and reviewed by the Executive Director and treasurer of the Board each month. The treasurer of the Board will present a budget update to the Board at each monthly/quarterly board meeting.
- I. The Board of Trustees will arrange for an independent certified public accounting firm to conduct an audit of the Charter School's financial statements annually.

**Fiscal Procedures:**

The following procedures will govern the appropriation of funds approved in the annual budget.

- A. The President and/or the Chief Financial Officer/Treasurer of the Board of Trustees and the Executive Director are the only individuals with signatory authority and are responsible for authorizing all cash transactions. Individual checks greater than \$2,500 will require dual signatures prior to check issuance.
- B. Petty cash payments are made from a fund not to exceed \$300 and should be for cash advances, local expense reimbursement and small-dollar vendor purchases, provided proper documentation is furnished with each request. The Executive Director will oversee the management of these funds and will provide a monthly statement to the accountant/Business Manager to replenish these monies as needed.
- C. Employees will be reimbursed at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for pre-approved business related travel. In addition, parking fees and tolls paid are reimbursable if supported by invoices.
  - All employees requesting mileage reimbursement for pre-approved travel are required to furnish a Travel Report containing the destination of each trip, its purpose and the miles driven, parking fees and tolls, , supported by invoices, if applicable.
- D. All short-term and long-term debt must be approved by the Board of Trustees and may not exceed the duration of the charter.
  - When applicable, short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year.
  - All debt incurred must be accompanied by a realistic repayment plan that is consistent with the approved budget. The Board of Trustee's reserves the right to pay off debt sooner if budget allows.
- E. All lease agreements will be evidenced by a lease or sublease agreement approved by

the Board of Directors and signed by the Board Chair. Leases, lease-purchase agreements and any other contracts or agreements related to the school facilities or school facility financing must be submitted to the State Charter School Board for review and advice prior to entering into said lease, agreement, or contract as per Utah Code § 53A-1a-507(9).

- F. The School reserves the right to reallocate funds from one line item to another if purchasing practices or conservation result in an expenditure different than the budgeted amount, to the extent allowed by law and the guidelines of the funding source.

### **Budget Policies and Procedures:**

The following policies relate to the development and implementation of the yearly budget.

#### **A. The School's fiscal year will run concurrently from July 1 to June 30.**

#### **B. Revenue**

- a. **Start-up Funds** – the School requests federal start-up funds set aside to assist new charter schools in the first three years of operations. We also request from the state any state funds that may be earmarked to assist with the establishment of new charter schools.
  - i. In addition to these funds, Renaissance Academy will pursue additional funding opportunities through public and private grants, corporate sponsors, and fundraising.
  - ii. Renaissance Academy reserves the right to financing of certain expenditures within our start-up budget and/or the right to make budget modifications, should these funds not be available.
- b. **Operating Funds** – Renaissance Academy's operating funds will be generated from state WPU programs, on-going state programs (as determined by the legislature), federal funds and grants, private grants and donations.
- c. Fundraising may be done, but will not be part of the annual budget for Renaissance Academy.

#### **C. Expenditures**

- a. The School retains the right to purchase goods and services through the contracts in effect with the state and its vendors.
- b. In order that the School shall function on a balanced budget, the charter granting agency agrees to pay all funding to the School in an appropriate and timely manner.
  - i. If the charter-granting agency fails to make proper payments to the School and the School incurs any fees as a result of said late payments, the charter-granting agency will be held liable for all late fees and/or costs incurred due to the breach of payment.
- c. Any undistributed reserves at the end of a fiscal year shall be added to the next year's budget.
- d. The School will include in its budget, reserves to meet any unexpected or emergency expenditures.

**D. Responsibility**

- a. The School agrees to maintain appropriate financial records in accordance with all applicable federal, state, and local laws, rules and regulations, and make such records available to the state and district as requested.
- b. The School agrees to engage and participate in an independent audit by a certified public accountant of all its financial and administrative operations on an annual basis.
- c. The results of the audit will be provided to the Board of Trustees and the state in written form within the statutory time limits required by the state and shall be published and posted as required by law.
- d. Any cost associated with the audit of the School shall be borne by the School.
- e. The School will maintain a comparison of actual expenditures to budgeted expenses.



**SECTION 18: The school's policy and procedures regarding employee termination. Policy may include policies on hearings, appeals, dismissal procedures, and necessary staff reductions.**

All staff at Renaissance Academy will be required to sign an employment agreement that states, "At Will" Employment. The Parties acknowledge and agree that Employee's employment by the School is "at will" employment; that is, Employee and the School have the right to terminate the employment relationship under this Agreement at any time for any cause or for no cause at all and at any time. Although the Parties intend that the employment relationship created by this Agreement will last for the entire Term set forth above, both Parties acknowledge that this intention is an aspirational goal and not a guarantee of employment for the entire school year or any time thereafter.

**SECTION 19: The school's policy and procedures regarding employee evaluation. These may include frequency, components, deficiencies, staffing for evaluation, remediation, notice, and criteria.**

These may include frequency, components, deficiencies, staffing for evaluation, remediation, notice, and criteria.

The Board shall be responsible for evaluating the performance of the school's Director on an annual basis. The Director and the Board will review all contracts periodically. At its discretion and, operating through its Board and the Director, Renaissance shall establish policies, guidelines, and regulations for the operation of the school. When the school, at its discretion, determines that progressive disciplinary steps, or warnings, or evaluations of staff are in its best interest, it will employ those tools. However, no policy, guideline, regulation, or practice relating to the training and discipline of staff shall create any expectation of continued employment.

Teachers shall understand and acknowledge that Renaissance retains its status as an at-will employer at all times. Renaissance shall not have the authority, by virtue of such policies or procedures or other action of the Board, to change the "at-will" nature of the employment relationship.

## **SECTION 20: The school's policy and procedures regarding employment of relatives.**

The following guidelines have been developed to help us avoid any real, potential and/or perceived conflicts of interest with regard to hiring. The definition of "relative" includes:

spouse, child, parent, brother, sister, niece, nephew, aunt, uncle, cousin, grandparent, grandchild, in-laws or any person sharing the same household with the person in question.

- No person may work under the direct supervision of a relative.
- Indirect supervision is allowed and refers to situations where one relative supervises another through one or more levels of management.

**SECTION 21: For conversion charter schools. 53A-la-504(2)**

Not Applicable

## **SECTION 22: Utah State Board of Education, Utah Charter Schools, Assurances**

The applicant charter school hereby assures and certifies to the State Superintendent of Public Instruction that:

1. The charter school will make provision for such fiscal control and fund accounting procedures as may be necessary to assure proper disbursement and accounting for all funds.
2. The charter school will maintain a clear, written procedure and process for auditing school finances as per the requirements of the Utah State Office of Education.
3. The charter school gives the Utah State Office of Education or the U.S. Controller General, through any authorized representative, the access to, and the right to examine, all records, papers, or other documents related to all funds, including the submission of reports as may be required.
4. The charter school will annually provide written evidence of liability and other appropriate insurance coverage, including a description of the levels of coverage and the relationship of these coverage's to local and state agency obligations.
5. The charter school will make such reports, including reports of evaluations, in such form and containing such information as the State Superintendent of Public Instruction may reasonably require to carry out his legislative functions and to determine the extent to which funds have been effective in carrying out legislative purposes and project objectives.
6. The charter school will comply with appropriate rules, regulations, and state guidelines except as specifically waived by the Utah State Board of Education or Legislature, and effective control will be maintained over, and accountability provided, for all funds, property, and other assets. The charter school will also adequately safeguard all public property and shall assure that it is used solely for authorized purposes.
7. After settling any outstanding debt, all physical assets owned by the charter school become the property of the Utah State Board of Education upon the termination of the charter school.
8. The charter school will comply with the requirements of the Family Educational Rights and Privacy Act of 1974.
9. The charter school will not discriminate in program benefits, participation, employment, or treatment on the basis of race, color, religion or national origin, and will comply with the provisions of Title IX of the Education Amendments of 1972 prohibiting discrimination on the basis of gender.
10. The charter school assures that no otherwise qualified person shall, on the basis of a disability, be excluded from participation in, be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity that receives or benefits from local, state, or federal financial assistance.

11. The charter school will not expend program funds for any education program, activity, or service related to sectarian instruction or religious worship.
12. The charter school will function under an open admission policy. If the number of students applying to enroll at any grade level exceeds the capacity of the school or of, classes, or grade levels within the school, then those to be admitted shall be chosen at random from among the applicants, within the allowable mandatory and optional preferences specified in Section 53A-1a-506, Utah Code Annotated.
13. The charter school assures that it will not conduct a program of instruction until such time as:
  - a. The requisite health and safety standards for the school building have been met according to the local fire and health department inspectors;
  - b. Adequate equipment, and materials are available; and
  - c. Conditions are adequate to provide for the economical operation of the school with an adequate learning environment.
14. The charter school will comply with all applicable federal and state laws, rules, and regulations regarding the recruitment, screening, selection, and evaluation of all school employees.
15. The charter school will only employ educators who hold valid Utah Professional Educator Licenses or who meet State Board requirements for alternative licensing routes or Board authorization.
16. The charter school will employ the use of the Utah State Core Curriculum as the foundation for the instructional program for the school.
17. The charter school will employ the use of the Iowa Test of Basic Skills and the Utah State Core Course End-of- Level Tests in the grade levels required by U-PASS as a fundamental part of the overall assessment program for the school.
18. The charter school assures that resources will be available and a process established to develop a Student Education Plan/Student Education Occupation Plan (SEP/SEOP) for each student.
19. The charter school will operate with a written procedure for student suspension and dismissal, including appeal procedures.
20. The charter school will maintain an active parent/guardian involvement process including some formal mechanism for meaningful involvement in site-based decision making.
21. The charter school will not charge tuition or fees, except those fees allowed by law.

Governing Boards will adopt allowable fees annually in an open board meeting.

22. The charter school will operate under the provisions of the Utah Open Meeting Law and adopt bylaws in an open meeting.
23. A copy of the charter will be supplied to interested individuals or groups on request.
24. The charter school will submit an appropriately amended application prior to any material change affecting the purpose, administration, organization, or operation of the school.
25. A secondary charter school will be accredited or in the process of seeking accreditation.
26. The charter school will acquire and maintain nonprofit corporate status.
27. The charter school will follow all state procurement rules.
28. The charter school will maintain accurate student transcripts.

### **Signatures**

The chief administrative officer of the applicant charter school certifies that, to the best of his/her knowledge and belief, the data in this application are true and accurate, and that the applicant will comply with the assurances noted above if this application is approved. Therefore, this application for charter school status and funding is hereby submitted with the full approval and support of the governing body and chief administrative officer of the proposed charter school.

Name (type): Deidre Dott Nelson

Title (type): President Renaissance Academy, Inc.

Signature:

Date:

### **Admission Procedures**

Admission is not limited based upon ethnicity, national origin, religion, gender, income level, disabling condition, proficiency in the English language or athletic ability. There are no tuition or fees charged for attending Renaissance Academy Charter School except those allowed by law.

Renaissance Academy Charter School will admit all eligible pupils who submit a timely application. A charter school shall give enrollment preference to children of founding members, pupils returning to the charter school in the second or any subsequent year of its operation and to siblings of pupils already enrolled in the charter school. If, by the application deadline, the

number of applications exceeds the capacity of a class, grade level, or building, all applications for that class, grade level or building will be selected for the available slots through a lottery, except that preference as allowed in law shall be given. After the application deadline, pupils for any remaining slots will be accepted in order of their lottery position. If an opening in the school occurs mid-year and no students remain from the original lottery, a notice for applications will be announced and applicants enrolled on the same basis as outlined above.

These admission procedures have been approved in legislation and by the Utah State Board of Education. If you have other administrative details of how you intend to facilitate acceptance of applicants to your school, they should not be in conflict with the language noted above.

**Proof of Insurance**

Renaissance Academy Charter School will provide to the Board a certificate of insurance before the first day of school in its initial year and annually thereafter.

**Electronic Data Submission**

Renaissance Academy Charter School will have the technology and ability to meet all of the electronic data submission requirements for charter schools.

**Nonsectarian Statement**

Renaissance Academy Charter School is nonsectarian in its programs, admission policies and employment practices and all other operations.

**Special Education/Exceptional Student Services Training**

The applicant/authorized signer for Renaissance Academy Charter School will take a one-day Special Education training class sponsored by the Utah Department of Education subsequent to signing the contract, but prior to the first day of instruction and annually thereafter.

President/CAO (please print)

President/CAO's Signature

Date



## **SECTION 23: Waivers from State Board Rules**

No waivers from the State Board Rules are being sought.

## **SECTION 24: Letters of Support**

We will not be submitting any separate letters of support.

**SECTION 25: A statement as to whether the school will participate in the Utah State Retirement System.**

Renaissance Academy is intending to participate in the Utah State Retirement System.

## **ATTACHMENT A: BUDGET**

### **Facility Acquisition**

Due to the size of potential enrollment for The Renaissance Academy, a new facility must be acquired or constructed. As adequate building space is not available in the area, construction of a new building is required. Upon approval of The Renaissance Academy charter, the chosen land will be secured and construction on a new building will begin near the time when start-up funding is secured. Funding for the new building is currently being negotiated with investors that have been identified by the Board. The investors will own the building and lease it to the school.

The new building will consist of classrooms (sufficient for up to 25 students, one teacher per classroom), a multi-purpose room, a library, offices, an outdoor activities area, restrooms and other amenities as required by law, maintenance rooms, storage space and other rooms and areas as needed.

Charter School Name: Renaissance Academy

	First Year			Second Year			Third Year		
Number of Students (ADM)			600			650			650
<b>Revenue</b>			Total			Total			Total
State Funding			\$2,358,082			\$2,560,000			\$2,611,200
Federal & State Projects									
Private Grants & Donations									
Loans									
Federal & State Startup Grants			\$150,000			\$150,000			\$150,000
Expenses	#of Staff	@Salary	Total	#of Staff	@Salary	Total	#of Staff	@Salary	Total
Salaries (100)			\$			\$			\$
Director (Principal)	1.00	\$68,000	68,000	1.00	76,000	\$76,000	1.00	78,000	78,000
Teacher - Regular Ed	27.00	\$30,000	\$810,000	28.00	\$33,000	\$924,000	28.00	\$34,000	\$952,000
Teacher	1.00	\$40,000	\$40,000	1.00	\$40,400	\$40,400	1.00	\$40,800	\$40,800
Special Ed									
Instructional Assts	8.00	\$8/hr x 990	\$63,360	9.00	\$8/hr x 990	\$71,280	9.00	\$8/hr x 990	\$71,280
Secretary	1.00	\$29,500	\$28,000	1.00	\$28,500	\$28,500	1.00	\$30,000	\$30,000
Bookkeeper									
Counselor				1.00	\$35,000	\$35,000	1.00	\$35,000	\$35,000
Language Specialists	1.50	\$30,000	\$45,000	.50	\$30,000	\$45,000	1.50	\$30,000	\$45,000
Employee Benefits (200)			\$247,750			\$287,225			\$295,200
Travel (580)			\$2,000			\$2,000			\$2,000
Purchased Professional Services (300)			\$120,000			\$108,000			\$108,000
Purchased Property Services (400)									
Instructional Aids/Books/Library (600)			\$125,000			\$50,000			\$50,000
Supplies (600)			\$75,000			\$57,375			\$57,375
Legal (300)			\$10,000			\$10,000			\$10,000
Auditor (300)			\$11,000			\$11,220			\$11,220
Marketing (300)			\$3,000			\$3,000			\$3,000
<b>Total Instruction, Administration &amp; Support</b>			<b>\$1,653,110</b>			<b>\$1,764,000</b>			<b>\$1,803,875</b>

<b>Operations &amp; Maintenance</b>	<b>First Year Total</b>	<b>Second Year Total</b>	<b>Third Year Total</b>
Supplies (6))	7,500	7,500	7,500
Phone/Communications (4530)	6,000	9,000	9,500
Custodial Services (433)	30,000	30,000	42,000
Advertising (540)	3,000	3,000	3,000
Property/Casualty Insurance (521/22)	35,000	35,000	35,000
Utilities (420)	45,000	60,000	65,000
Rent (451)	500,000	510,000	520,000
Fees/Permits & Dues (810)			
Transportation (510)			
Food Service (630)			
Accounting Services (300)			
Land & Improvements (710)	9,600	9,792	9,988
Building & Improvements (710)	5,000	25,000	50,000
Computer Equipment (740)	75,000	40,500	40,500
Furniture & Other Equipment (733)	100,000	30,000,151,000	
Upgrades (Connectivity)			
Leases/Loan Payments			
<b>Total Operation &amp; Maintenance</b>	<b>\$816,100</b>	<b>\$759,792</b>	<b>\$251,663</b>
<b>Tidal Expenditures</b>	<b>\$2,469,210</b>	<b>\$2,523,792</b>	<b>\$2,591,663</b>
<b>Total Revenues</b>	<b>\$2,508,082</b>	<b>\$2,710,000</b>	<b>\$2,761,200</b>
<b>Total Balance (Revenues - Expenditures)</b>	<b>\$38,872</b>	<b>\$186,208</b>	<b>\$169,537</b>

CHARTER SCHOOL WORKSHEET

FY 2005-2006

\*\*\*\*\*ESTIMATE ONLY\*\*\*\*\*

	Average Daily Membership	Rating Factor	WPU Generated
Estimated ADM (K)	50	0.55	27.5
Estimated ADM (1-3)	225	0.9	202.5
Estimated ADM (4-6)	225	0.9	202.5
Estimated ADM (7-8)	100	0.99	99
Estimated ADM (9-12)	0	1.2	0
Special Ed Pre-School	0		
Special ED ADM (K) <sup>1</sup>	0		
Special ED (1-12) <sup>1</sup>	31		
Special Ed (Self-Contained)	0		
Number of Teachers (K-6)	24		
Number of Teachers (7-12)	4		
WPU Value	\$2,280		

Program Name	Rate	WPU Generated	Amount Generated
<b>WPU Programs</b>			
<b>Regular Basic School</b>			
Regular WPU K-12	See above	531.5000	\$1,211,820
Professional Staff	0.02901	15.4188	\$35,155
Administrative Costs	4.71 per student		\$2,826
<b>Restricted Basic School</b>			
Special Ed - Add on <sup>2</sup>	0.9972	31.1626	\$71,051
Special Ed (Self Contained) <sup>2</sup>	10,000	0	-
Special Ed Preschool	1.4700	0	-
Special Ed - State Programs	Based on programs		
Applied Technology	Based on programs		
Class Size Reduction	132.7 per K-8 ADM		\$79,620
<b>Total WPU Programs</b>		<b>578.0815</b>	<b>\$14,000,472</b>
<b>Non-WPU Programs</b>			

Related to Basic Programs			
SS & Retirement	\$416.89 per WPU		\$240,996
Quality Teaching Block Grant	\$66.9 per WPU		\$38,674
Local Discretionary Block Grant	\$41		\$21,792
Interventions-Student Success	\$22		\$11,693
Special Populations			
Youth at Risk Programs	\$9.67		\$5,140
Gifted and Talented	\$4		\$2,126
<b>Other</b>			
School Land Trust Program	\$13.60 per student		\$8,160
Reading Achievement Program	\$58 per student (K-3)		\$15,950
Local Replacement Dollars	Average \$1,051 per student		\$603,600
<b>Total Non-WPU</b>			<b>\$948,130</b>
<b>One Time<sup>3</sup></b>			
Teacher Materials/Supplies	\$350 or \$275 per teacher (K-6) <sup>4</sup>	24	\$6,600
	\$300 or \$225 per teacher (7-12) <sup>5</sup>	4	\$900
UPASS On-line Testing	\$3.3 per student	600	\$1,980
<b>Total One Time</b>			<b>\$9,480</b>
<b>Estimated Total All State Funding</b>			<b>\$2,358,082</b>

**Numbers are based on estimated FY2006 enrollment.**

<sup>1</sup>If you are an existing Charter School, Special Ed funding will be the same for FY06 as FY05.

<sup>2</sup>Per special education determination of the appropriate program.

<sup>3</sup>These amounts are based on one-time funding for FYOS. Amounts for future years depend on what is appropriated by the Legislature for the respective year.

<sup>4</sup>Steps one through three get \$350; steps four or higher get \$275

<sup>5</sup>Steps one through three get \$300; steps four or higher get \$225

Questions: Call Cathy Dudley @ 538-7667



## **ATTACHMENT B: BACKGROUND INFORMATION AND RESUMES**

### **Deidre Dott Nelson, President**

*Statement of Intent:* My role in writing the mission, philosophy and curriculum section has included a gathering of input from our team of parents, educators, and advisors. I am committed to originality of thought, cooperation with those who have much more experience in the vast realm of formal education, and the relationships that have been and will be established with the upcoming flight of this school. I feel strongly that charter schooling can be a great middle ground solution in the debates about public vs. private, so that options are available without funding being taken from the public education system. In paraphrasing my Uncle Winn Egan, the day when we cease to put our efforts into public education is the day when we can no longer call ourselves a democracy.

### **Kris Christensen, Board Vice President**

*Statement of Intent:* Renaissance Academy will provide a positive environment with balanced, proven, and progressive curriculum. We will provide opportunities for advanced learning in language, arts, and international cultures. We will provide superior teachers and administrators who can create a strong educational experience. As a board member I am extremely committed to this vision.

### **Stephen N. Pitcher, Treasurer Employment History**

*Statement of Intent:* I believe in the power of education. It has shaped my life and now I look forward to having the opportunity to shape the lives of countless young children. A few teachers stepped out beyond their normal duties to inspire me during critical phases of my education, giving me the strength and vision to identify and pursue my interests...making a career in engineering, aerospace, and business. I am very grateful to their extra effort and important mentoring. What I thought impossible and too difficult (degrees in engineering and business) became my dream, and the driving force to enable me to accomplish great things.

The concept of mentoring is important to me and is fundamental to my success. The Renaissance Academy holds as one of its most basic principles the idea of Character Education or Historical Mentor Modeling. This is a powerful and significant force for shaping the minds of young children.

### **Trina Brinkman, Secretary**

*Statement of Intent:* Superior education opens doors-to opportunities and future dreams. This is what I desire for my children that cannot be obtained in their current public educational environment. This application holds a vision of education that will open doors and enhance opportunities. I fully support its precepts and goals for a stronger educational experience.

### **Rischelle Mikkelson, Board Member**

*Statement of Intent:* I am excited to be a part of Renaissance Academy. I look forward to working with other parents who have the same vision of education as I. I feel that giving my children the best education possible is priority. It will allow them to have a foundation of strength in character and knowledge that will serve them well throughout their lives. I am

willing to give the time necessary to starting a charter school so that I can help my children and other children have an educational experience where they will excel. My previous education and work experience has prepared me to work well with others. I am dedicated and look forward to the hard work and overall experience.

# **ATTACHMENT C: ARTICLES OF INCORPORATION AND BYLAWS**

## **ARTICLES OF INCORPORATION**

**FOR**

**Renaissance Academy**

**(A Utah Nonprofit Corporation)**

### **ARTICLE I NAME**

The name of the corporation is Renaissance Academy, a nonprofit corporation.

### **ARTICLE II TERM**

The term of the existence of this corporation shall be perpetual, subject to dissolution as authorized by law.

### **ARTICLE III PURPOSE**

The corporation is organized exclusively for educational and charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

### **ARTICLE IV MEMBERSHIP**

The corporation shall have a single class of membership which shall be for perpetual term, subject to the provisions of the bylaws. Each membership shall not be assignable or transferable, and such membership shall be subject to the fees, dues, assessments, and qualifications set forth in the bylaws, or as otherwise provided by the board of trustees.

**NONSTOCK BASIS:** Renaissance Academy is organized on a non-stock basis. This Corporation shall not issue shares of stock.

**NONDISCRIMINATION:** Charter School admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

**ARTICLE V: POWERS**

This corporation shall have all powers provided for nonprofit corporations under Title 16, Chapter 6 of the Utah Code (the Utah Nonprofit Corporation and Cooperative Association Act).

**ARTICLE VI TRUSTEES**

The corporate powers shall be exercised by a governing board which shall be known as the Board of Trustees, which shall consist of not more than eleven, and not less than three, individuals. The members having voting rights shall elect the trustees. The term of office of a trustee shall be three years. Subject to the foregoing limitation, upon any vacancy in the Board of Trustees, the replacement member(s) shall be duly appointed by the remaining existing Board of Trustees, and approved by a majority of the members.

The initial Board of Trustees shall consist of the following:

- Deidre Dott Nelson, President
- Kris Christensen, Vice-President
- Stephen N. Pitcher, Treasurer
- Trina Brinkman, Secretary
- Rischelle Mikkelson, Trustee

**ARTICLE VII: INCORPORATOR**

The name and address of the person appointed to act as the incorporating trustee of this corporation are:

Deidre Dott Nelson  
440 Silverleaf Dr  
Alpine, UT 84004

**ARTICLE VIII: PRINCIPAL OFFICE**

The address of the initial principal office of the corporation is:

The office formerly listed was the address of one of the founding board members.  
The current principal office is:

Renaissance Academy  
3435 North 1120 East  
Lehi, Utah 84043

**ARTICLE IX BYLAWS**

The Board of Trustees may adopt bylaws for the regulation of the internal affairs of the corporation. If bylaws are adopted, they shall not be in conflict with the Charter nor the Articles of Incorporation and such bylaws may be amended from time to time or repealed by a two-thirds (2/3rds) vote of the members of the Board of Trustees.

**ARTICLE X DISSOLUTION**

Upon the winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable, educational, religious and/or scientific purposes and which has established its tax exempt status under section 501(c)(3) of the Internal Revenue Code.

**ARTICLE XI AMENDMENT**

These Articles of Incorporation may be amended in any particular, as provided by the laws of the state of Utah, subject only to the reservation that no amendment may be made that would change the purposes of this corporation so as to include purposes that would not be exclusively charitable or educational within the meaning of the Internal Revenue laws of the United States or that would permit funds or property of the corporation to inure to the benefit of an individual, entity or person or private interest in the activities of this corporation beyond the powers provided in these Articles of Incorporation. In the event that any provision of these Articles of Incorporation or any amendment hereinafter adopted shall be adjudged ultra-vires, or otherwise invalid, the remaining provisions, powers and conditions herein expressed shall be deemed unaffected and in full force and effect, so far as the same may be separable.

**ARTICLE XII REGISTERED OFFICE AND AGENT**

The address of the corporation's initial registered office and the name of its original registered agent at such address are:

In witness whereof, on the 24<sup>th</sup> day of April, 2005, the undersigned hereby declare under penalties of perjury that the statements herein contained are true and correct to the best of their knowledge, information and belief.

Trustee name, President

Trustee name, Secretary

**Utah State Charter School Board Charter School Agreement**  
Updated 8/2009

**CHARTER SCHOOL AGREEMENT**

Pursuant to Section 53A-1a-505, the State Charter School Board (herein after referred to as the Board), grants the Governing Board of Renaissance Academy, a charter to operate a public school (hereinafter referred to as the School).

**1. Application/Agreement-Binding**

The Board has reviewed the application submitted by the Governing Board and has approved it, subject to adherence to all requirements set forth in this agreement and in state law and board rule. The application is fully incorporated in this agreement, and all representations and conditions contained in the agreement are binding on the Governing Board. The Governing Board shall immediately submit in writing, to the Board and the local board of education in which the School is located, notice of any proposed substantial changes to the application or the representations or conditions contained in the original application or charter. The Board reserves the right to reject any proposed changes to the agreement once the application and agreement have been approved. This agreement begins with the school year that commences immediately following or coincident with the date of this agreement. This agreement shall be automatically renewed at the end of its term, and at the end of each school year beginning thereafter, unless it is terminated by either the Board or the Governing Board pursuant to paragraph 23 or Utah Code Section 53A-1a-510.

**2. Operation of School**

The School shall at all times be operated by the Governing Board of the School in accordance with Section 53A-1a-501 et. seq. and all other applicable laws and regulations.

**3. Compliance with Other Laws**

The Governing Board shall comply with all applicable federal laws and regulations, including, but not limited to, such laws and regulations governing employment, environment, disabilities, civil rights, children with special needs, transportation, and student records as applicable. The Governing Board shall also comply with all applicable health and safety laws and regulations, whether federal, state, or local. Neither the State Charter School Board nor the local board of education assumes the duty to oversee the operations of the School except as may otherwise be provided by law or separate contract. The Board shall monitor the School for compliance with applicable laws and regulations consistent with Section 53A-1a-501.6 and R277- 470.

**4. Enrollment**

- a. Admission and enrollment of students shall be as prescribed by Sections 53A-1a-506 and 53A-1a-506.5, R277-437, R277-470, and federal law. Failure to adhere to the requirements of random selection, under Section 53A-1a-506, and federal requirements for lottery selection, may be grounds for termination of this charter.
- b. The School shall report information on student enrollment as required by the Board through state and federal law. When a student withdraws from the School, the School shall notify the local board of education responsible for the attendance area in which the

student resides within 10 days of the withdrawal so that the local board may fulfill its legal obligation to verify the student's compliance with compulsory attendance laws.

- c. Requests for the School to increase its enrollment beyond that set out in its initial agreement shall be submitted to the Board. This provision will be reviewed and is subject to negotiation and amendment by the State Charter School Board, including a review of student assessment data, prior to the 2006-2007 school year.
- d. Failure to enroll the authorized number of students within three years of approval may result in the school being required to remand extra students for reallocation by the State Charter School Board upon request.

## **5. Financial and Governance Warnings**

This charter incorporates by reference, and the Governing Board and School are subject to, Section 53A-1a-501 et. seq., and R277-470, and all other federal and state laws and rules unless specifically waived under Sections 53A-1a-511 and 512. A copy of the Board rules may be obtained at the following locations:

Website: <http://www.rules.utah.gov/publicat/code/r277/r277.htm>

Mail: Utah State Office of Education  
250 East 500 South  
P.O. Box 144200  
Salt Lake City, UT 84114-4200

## **6. Children with Special Needs**

- a. As prescribed by the State Board of Education, and in accordance with state and federal laws, the School shall provide to the Board the total number of children with special needs, identified in accordance with state and federal laws, enrolled in the School.
- b. The Governing Board accepts and understands that, for purposes of federal and state law, including the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the individuals with Disabilities Education Act, the School is obligated to provide free and appropriate education and related services to children with special needs. The School may not send special needs students back to resident districts because the School lack of services, nor may the School "counsel students" out of the School.

## **7. Reporting Requirements**

The Governing Board shall submit such reports as required by state law and the Board. Failure to submit such reports may be grounds for revocation of the charter.

## **8. Technical Assistance**

The School may request technical assistance from the Board in any area, including curriculum matters and financial concerns. In no event is the Utah State Office of Education, the State Board of Education or the State Charter School Board responsible for any financial or technical support other than the funding and technical assistance as expressly required by law.

## **9. Records**

- a. Access, Subject to state and federal laws, the State Board of Education, its agents, and the State Auditor's Office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the School.
- b. Public Records Law. The Governing Board and School are subject to the Government Records Access and Management Act, Section 63-2-101 through 63-2-1001. This provision is effective upon the Board's final approval of the Governing Board's Application.
- c. Student Records. The School is subject to all the provisions of the federal Family Educational Rights and Privacy Act, U.S.C. 20 § 1232g. In the event the School closes, it shall transmit all official student records as prescribed by the State Charter School Board.

## **10. Financial Management**

The Governing Board shall comply with the same financial audits, audit procedures and audit requirements of school districts. The program, financial and compliance audits may be conducted by the charter entity or the Legislative Auditors Office. The Governing Board shall maintain the financial records of the School pursuant of the governing authority and the State Auditors Office.

## **11. Property Ownership**

Following the termination of a charter and after the settlement of outstanding obligation, there is a presumption that the property of a charter school shall revert to the State Board of Education. A charter school may defeat the presumption of State Board ownership with documentation that the charter school purchased the property with private funding, and may be requested to provide documentation that the charter school or its founders or directors were never reimbursed from public funds.

## **12. Procurement**

Charter schools are subject to the Utah Procurement Code, Section 63-56-101 through 63-56-1002, to the same extent as local boards are.

## **13. Insurance and Bonding**

- a. The Governing Board shall obtain and maintain insurance at a minimum in the following amounts:
  - i. General liability: two million dollars (\$2,000,000) per occurrence
  - ii. Employee dishonesty bond
  - iii. Workers' compensation: as specified by federal law
  - iv. Comprehensive/collision consistent with cash values of vehicles
  - v. Liability insurance specific to the Governing Board's financial officer or treasurer or business administrator consistent with coverage designated in R628-4-4
- b. The provisions of Paragraph 1 shall not preclude any School from obtaining Liability insurance coverage in addition to or in excess of the requirements stated in this section,
- c. Written proof/copies of required insurance policies shall be provided to the State Charter School Board at least 90 days prior to the opening of school. The policies shall



be maintained by the Charter School Board with the agreement. The Governing Board shall provide the Charter School Board with a certificate of insurance annually.

#### **14. Facilities**

State Board of Education Administrative Rule R277-471-3, "Oversight of School inspections," requires a Local Charter School Board Building Officer to be appointed by the charter school board.

Local charter school boards shall appoint a local charter school board building officer who has direct administrative and operational control of all construction, renovation, and inspection of public school district facilities within the school district, and shall provide in writing the name of the local charter school board building officer to the USOE.

The local charter school board building officer is responsible for coordinating with local municipalities and counties and the State Office of Education to ensure that the appropriate documents are filed in a timely manner for all construction projects, as outlined in the School Construction Inspection Resource Manual.

The Board may delay the opening of the School or terminate this charter on any of the following grounds (R277-470-13):

- 1) Failure to provide evidence of groundbreaking before January 1 of the intended opening year of the School (R277-470-7)
- 2) Failure to submit monthly construction/facility progress reports (SP-8) and/or failure to submit required documents in a timely manner to the State Office of Education (R277-471-7)
- 3) Failure to attend orientation/training sessions designated by the State Charter School Board (R277-470-4)

The School shall not be allowed to operate unless and until all health and safety certificates are current. If the Governing Board subsequently makes substantial changes in its facility or desires to relocate to another facility, the State Charter School Board shall receive written notice of the changes or relocation in a timely manner.

#### **15. Licensed Employees**

- a. All employees who hold professional licenses issued by the Board are subject to the rules applicable to licensed professionals, and their licenses may be revoked based on any of the grounds consistent with state law or R686-103. In addition, School administrators are subject to mandatory child abuse reporting consistent with state law.
- b. The Governing Board shall report, as required by the State Board of Education, the total number of teachers and the total number of teachers who hold valid licenses who are employed to teach at the School, as well as information regarding assignments and endorsements. All teachers must hold a valid Utah Professional Educator License or meet the State Board requirements for alternative licensing routes or Board authorization consistent with 53A-1a- 512(3).
- c. The Governing Board understands and agrees that it shall not employ in any capacity, or accept voluntary services from, any individual whose certificate or license has been

suspended or revoked by the Board or any other licensing board or agency on the grounds of unethical or immoral behavior, including improper sexual or physical conduct with children or students. Violation of this provision shall result in immediate revocation of the charter.

- d. The Governing Board shall notify the appropriate local board of education and the Utah State Office of Education if a School employee who is on leave from employment with the local board was suspended, terminated, asked to resign, resigns in the face of allegations, or is otherwise subjected to disciplinary action because of poor performance or misconduct. The Governing Board shall cooperate with the focal board and the USOE and shall provide any relevant information requested concerning such employees.

## **16. Transportation**

Neither the local board nor the State Board of Education is responsible for student transportation. Parents of a student at the School shall be notified of this provision.

## **17. Indemnity**

The Governing Board agrees to indemnify and hold harmless the USOE, State Board of Education, State Charter School Board and local boards of education, their officers, agents, employees, successors and assigns from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from any action of the School caused by any intentional or negligent act or omission of the School, its officers, agents, employees, and contractors.

## **18. Student Discipline**

- a. The School agrees to and shall comply with Section 53A-11-901, except as otherwise provided by law.
- b. The School shall comply with all applicable federal and state laws and regulations governing discipline of children with disabilities, including compliance with 20 U.S.C. Sec. 1400 et. seq. and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Sec. 706(8).
- c. The School shall comply with state and federal due process requirements both in notifying parents and students of conduct for which they may be suspended or expelled and in providing notice and hearing opportunities to students being recommended for exclusion from the School. If the School suspends a student with special needs, it shall continue to provide to the student with all continuing education services to the extent mandated by federal and state laws and regulations.

## **19. Instruction**

As prescribed by R277-419, the School shall provide a minimum of 180 days and 990 hours of instruction (grades two through 12), a minimum of 180 days and 810 hours of instruction (grade one), and a minimum of 180 days and 450 hours of instruction (grade K).

## **20. Criminal Background Checks**

The Governing Board agrees to conduct thorough background checks on all of its employees and volunteers who shall have significant unsupervised contact with students, consistent with

Section 53A-3- 410. In addition, the State Charter School Board or the State Board of Education may conduct criminal history checks on any School personnel or director or Governing Board member when it is deemed necessary to protect the financial integrity of the School or the health and safety of students or employees. Refusal by any individual to submit to a fingerprint check is grounds for termination of employment and/or revocation of the charter. The Board may consider the refusal of an individual to submit to a fingerprint check in determining whether:

- a. To grant final approval of the charter agreement.
- b. To recommend to the governing board that the individual be denied employment.
- c. To revoke the charter of the governing board.

## **21. Open Meetings: Public Records**

The Governing Board agrees to be subject to the Open and Public Meetings law, Section 52-4-1 et. seq. This provision is effective upon the Board's final approval of the Governing Board's/School's agreement.

## **22. Assignment**

Assignment of the School to another entity is deemed an amendment to the charter and shall have prior written approval of the Board,

## **23. Amendment**

This agreement may be amended by the mutual agreement of the Board and the Governing Board, pursuant to Section 53A-1a-508(4), Any such amendment must be made in writing and signed by the appropriate representatives of the Board and the Governing Board,

## **24. Termination of Charter**

- a. Grounds: The Board may terminate this charter on any of the following grounds (53A-1a- 510):
  - i. Failure of the Governing Board or School to meet the requirements stated in the charter.
  - ii. Failure of the Governing Board to meet generally accepted standards of fiscal management.
  - iii. Violation of law.
  - iv. Material violation of any of the conditions, standards, or procedures set forth in this agreement.
  - v. Failure to meet the requirements for student performance under state or federal law.
  - vi. Other good causes shown.

The Governing Board may terminate this charter after the end of the spring semester and prior to the beginning of the fall semester with or without cause.

- b. Procedures. A charter that is terminated by the Governing Board shall be terminated consistent with Section 53A-1a-510 and R277-470. A charter that is terminated by the Governing Board shall be terminated in a manner consistent with the provisions of this

agreement upon the effective date communicated in a written notice provided by the Governing Board to the Board regarding its intention to terminate the charter. The Board must receive such notice at least 60 days prior to the beginning of the fall semester.

## **25. Status of Parties to Charter**

This charter is not intended to create and shall not be interpreted to create employer-employee, contractor-subcontractor, or principal-agent relationships between or among any party or parties to this charter. "Parties," for purposes of this paragraph only, include the parties to this agreement as well as the local board of education. No officers, employees, agents, or subcontractors of the School shall be considered officers, employees, agents, or subcontractors of the local board of education.

## **26. Agreements with Local Boards of Education**

This charter shall not preclude the Governing Board from entering into any agreement with a local board of education, provided that such agreements do not supersede or override any provision of this agreement.

## **27. Notice**

Any notice the Governing Board or School is required or permitted to submit under this agreement shall be delivered to:

Utah State Office of Education  
250 East 500 South  
P.O. Box 144200  
Salt Lake City, Utah 84114-4200

All faxes sent by the Governing Board or School shall be followed by hard copies postmarked within the next business day of the fax transmittal.

## **28. Severability**

If any provision of this agreement is determined to be unenforceable or invalid for any reason, the remainder of this agreement shall remain in effect, unless the charter is revoked or terminated.

## **29. Non-Endorsement**

The Governing Board acknowledges that the granting of a charter in no way represents or implies endorsement by the State Charter School Board of any method of instruction, philosophy, practices, curriculum, or pedagogy used by the School or its agents; nor does this agreement constitute a guarantee by the State Charter School Board of the success of the School in providing a learning environment that shall improve student achievement.

## **30. Legislative Action**

This agreement and any amendments to it and renewals of it are subject to applicable state and federal laws, and shall be deemed amended to reflect applicable changes to those laws. Upon repeal of the statutes authorizing the school charter, the charter is null and void.

FOR THE CHARTER SCHOOL GOVERNING BOARD:

This 9 day of September of 2009

(Type or Print Name of Board Chair) (Signature of Board) (Seal)

FOR THE STATE CHARTER SCHOOL BOARD:

This 10 day September of 2009

(Type or Print Name of SCSB Chair) (Signature of SCSB Chair)