EDITH BOWEN LABORATORY SCHOOL CHARTER

Utah State University
Emma Eccles Jones College of Education & Human Services
6700 Old Main Hill
Logan, UT 84322
(435) 797-3085
www.edithbowen.usu.edu

Application for Charter School Conversion

Spring 2006
Revised Summer 2011
School Name: Edith Bowen Laboratory School

Applicant Name: Utah State University

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Utah State Charter School Board

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I certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the charter application process or revocation after award. I understand that incomplete applications will not be considered.

The charter school applicant acknowledges that it has read all Utah statutes regarding charter schools and that, if approved, it is subject to and will ensure compliance with all relevant federal, state and local laws and requirements. The charter school applicant acknowledges that, if approved to operate a charter school, it must execute a charter contract with the Utah State Charter School Board within twelve months of the date of approval of the charter by the Utah State Charter School Board and must begin providing educational services within the timeframe outlined in the charter. Failure to do so may result in revocation of the charter approval and, if applicable, termination of the contract and revocation of the charter.

Supt. Marshal R. Garrett  
Authorized Agent (please print)  
Signature of Authorized Agent  
9/27/06  
Date  

All information presented in this application becomes part of the charter contract and may be used for accountability purposes throughout the term of the charter contract.
I certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the charter application process or revocation after award. I understand that incomplete applications will not be considered.

The charter school applicant acknowledges that it has read all Utah statutes regarding charter schools and that, if approved, it is subject to and will ensure compliance with all relevant federal, state and local laws and requirements. The charter school applicant acknowledges that, if approved to operate a charter school, it must execute a charter contract with the Utah State Charter School Board within twelve months of the date of approval of the charter by the Utah State Charter School Board and must begin providing educational services within the timeframe outlined in the charter. Failure to do so may result in revocation of the charter approval and, if applicable, termination of the contract and revocation of the charter.

Kaye Rhees  
Authorized Agent (please print)  
Signature of Authorized Agent

03/29/06
Date

All information presented in this application becomes part of the charter contract and may be used for accountability purposes throughout the term of the charter contract.
CHARTER SCHOOL AGREEMENT

Pursuant to Section 53A-1a-505, the State Charter School Board (board), grants the Governing Board of Edith Bowen Laboratory School (Governing Board) a Charter to operate a public school (hereinafter referred to as EBLS).

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. 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 R277-481.
4. Enrollment

Admission and enrollment of students shall be as prescribed by Section 53A-1a-506, R277-437, 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.

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 ten (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.

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.

5. Financial and Governance Warnings

This Charter incorporates by reference, and the Governing Board and EBLS are subject to Section 53A-1a-501 et. seq., and R277-470 and R277-481, 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
PO Box 144200
Salt Lake City, UT 84114-4200

6. Children with Special Needs

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.

The Governing Board accepts and understands that for purposes of federal and state law, including 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 lacks 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

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.

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.

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

The Governing Board shall obtain and maintain insurance at a minimum in the following amounts:
   a. General liability: two million dollars ($2,000,000) per occurrence;
   b. Employee dishonesty bond;
   c. Workers' compensation: as specified by federal law;
   d. Comprehensive/collision consistent with cash values of vehicles; and
   e. Liability insurance specific to the Governing Board's financial officer or treasurer or business administrator consistent with coverage designated in R628-4-4.

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.

Written proof/copies of required insurance policies shall be provided to the State Charter School Board at the time the Agreement is signed. 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

Prior to commencing operation of the school, the Governing Board shall provide to the State Charter School Board a description of the facility, the financing for the facility, and evidence from local government inspection authorities that the school's facilities are currently safe (e.g. state or local health and fire department inspection certificates). 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. The Governing Board must provide the specific address of its facility at the time this Agreement is signed.

15. Licensed Employees

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.

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).

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.

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 otherwise subjected to disciplinary action because of poor performance or misconduct. The Governing Board shall cooperate with the local board and the USOE and shall provide any relevant information requested concerning such employees.

16. Transportation

Neither the local board nor 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 indemnity 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

The school agrees to and shall comply with Section 53A-11-901, except as otherwise provided by law.

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).

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 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 2-12), a minimum of 180 days and 810 hours of instruction (grade 1), 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 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/principal or Governing Board member when it is deemed necessary to protect the financial integrity of the school or necessary to protect 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 to:
   a. Grant final approval of the Charter Agreement;
   b. Recommend to the Governing Board that the individual be denied employment; and/or
   c. 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

Grounds: The board may terminate this Charter on any of the following grounds (53A-1a-510):
   a. Failure of the Governing Board or School to meet the requirements stated in the charter;
   b. Failure of the Governing Board to meet generally accepted standards of fiscal management;
c. Violation of law;
d. Material violation of any of the conditions, standards, or procedures set forth in this Agreement;
e. Failure to meet the requirements for student performance under state or federal law; and
f. 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.

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
PO 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 19th day of September 2007

Dr. Jim Dorward, Governing Board Chair

(Signature of Board Chair) (Seal)

FOR THE STATE CHARTER SCHOOL BOARD: This 8th day of September 2007

(Type or Print Name of Chair of State Charter School Board)
September 27, 2006

Dr. John Broberg, Director of Charter Schools  
Utah State Office of Education  
250 E. 500 South  
P.O. Box 144200  
Salt Lake City, UT 84114-4200

Dear Dr. Broberg,

It is my pleasure to inform you that at its regular meeting on the 26th of September, 2006, the Logan City School Board voted to approve the Edith Bowen Laboratory School's application for an independent charter status through the District.

It is our hope that this joint venture will lead to stronger partnerships with the school and University, opening expanded opportunities for both entities.

The signed charter will be forthcoming following a formal vote of the governing board to elect a chairperson.

Your assistance through this process has been an important factor. Thank you for your support.

Sincerely,

[Signature]

Marshall R. Garrett, Ed.D.  
Superintendent
Name of Proposed Charter School: **Edith Bowen Laboratory School**

[ ] New School  [x] Converted School

Name of Applicant Applying for the Charter: **Utah State University**

(This may be a public body, private person, or private organization.)

Authorized Agent for Applicant: **Kaye Rhees, Principal**

(This may be the individual applicant or an authorized member of the corporate board.)

Authorized Agent Mailing Address: **6700 Old Main Hill**

City: **Logan**  State: **UT**  Zip: **84322**

District school will be located: **Logan City School District**  E-mail: **Kaye.Rhees@usu.edu**

Daytime Phone: **(435) 797-3085**  Fax: **(435) 797-3668**

**Form of Organization**

[ ] Non-Profit Corporation  [ ] Tribal Entity  [ ]

The governing body of a charter school is responsible for the policy decisions of the school. Please indicate the makeup of this body below.

<table>
<thead>
<tr>
<th>Governing Board (Body responsible for the policy decisions of the school) (U.C.A.53A-1a-508)</th>
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<td>Board Secretary</td>
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Please attach a list of those persons whom you have designated as FOUNDING MEMBERS of the school. Children of a Founding Member (an individual who has had a significant role in the development of a charter school application R277-481) are eligible for preferential enrollment under both State and Federal Charter School law. 53A-1a-506(b)(i).

Founding Board Members:

Carol Strong, Dean, Emma Eccles Jones College of Education and Human Services (CEHS)

Gary Carlston, Department Head, Secondary Education, EEJCEHS and State Charter School Consultant

Kaye Rhees, Principal, EBLS

Susan McCormick, Administrative Assistant, EBLS

Anitra Jensen, Faculty Representative, EBLS

Shelly Witt, PTA President, EBLS
Section 3

Target Population
**Mission Statement** (use only this space):

Through collaborative partnerships, Edith Bowen Laboratory School will serve the state of Utah and nation as a unique and dynamic educational institution. It will foster a diverse, interactive and inviting school environment where the community of learners extends from kindergartners to adults. The school commits itself to building capable, life-long learners through developmentally appropriate education, applied research, and innovative educational practices.

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<th>GRADES SERVED</th>
<th>TOTAL NUMBER OF STUDENTS</th>
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<td>Ultimate Enrollment</td>
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(The number of students should be a maximum enrollment that is being requested.)

**Outreach Plan** (consistent with the school’s mission AND the public school law and purposes)

The school welcomes all learners, in grades kindergarten through 5<sup>th</sup>, and encourages those of ethnic diversity and special needs to apply. Advertisements for openings at the school are placed in the local papers, on USU’s news website, public radio stations, and a short commercial to run in the local theaters in the initial stages.
**Complete the following information for each site indicated above. If planning more than one site, attach an additional page with the following information. If facility arrangements have been made, provide the information below.**

Site Name: **Edith Bowen Laboratory School, Utah State University**

Site Address: **6700 Old Main Hill (975 East 700 North)**

City: **Logan**  Zip Code: **84322**  County: **Cache**

**Site/Location Description. (If facility arrangements have not been finalized, please provide general information on the location and type of facility planned for your school.)**

The Edith Bowen Laboratory School is located on the Utah State University campus, is a charter school through the Logan City School District. Under a generous gift from the Emma Eccles Jones Foundation, a new facility was built and completed in August 2004. The building houses the school, the Anne Carroll Moore Library. It has a gymnasium, full service cafeteria, performance auditorium, a special education suite, and classrooms for kindergarten through fifth grades, art, and music.
Title 53A-1a-503 statutorily defines seven purposes for charter schools. Please provide a detailed description of how your school will meet these defined purposes. You may attach sample lesson plans and other information that demonstrates a fulfillment of a stated purpose. If a purpose does not apply to your proposed school, please so indicate.

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

   Edith Bowen Laboratory School will continue to respond dynamically to the future, it must constantly be aware of changing educational issues, trends and innovations. Most importantly, it must have a unique and creative vision that enables it to achieve its mission through planned diversity and flexibility. EBLS, like all successful laboratory schools of today and tomorrow, needs to be ultimately concerned about the role education will play in our lives, and how education meets the ever-changing needs of our society, our nation, and world.

   EBLS has a long history and reputation of embracing individuals and groups of diverse ethnicity, religions, cultures, customs, and abilities. As a charter school, faculty and staff will continue to teach and expose students through literacy, social science instruction, invited speakers and presentations.

2. **Encourage the use of different and innovative teaching methods:**

   The delivery of curriculum at the school is key to the success of our students. Children study under an integrated approach which brings multi-dimensional components into the learning experience. Teachers are continually designing and refining the curricula to keep abreast of current educational research and best practices. We maintain our approach to education as a lifestyle of learning that is a spiraling process based on individual needs.

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

   While following the state standards, our master teachers are constantly searching out new and creative ways to instill a life-long love of learning to all those that share their classrooms.

   Under the school's professional development plan, opportunities for in-service are provided with focus on "critical need" areas. The faculty and staff were privileged to have had Rachel "Ms. Math" McAnally at the school for a two day in-service, as well as other nationally renowned experts in the field of education.

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

   EBLS also believes that the arts are essential to a good, well-rounded and balanced education. The arts provide an engaging way to learn. They invite students to be active participants in their world, rather than simply observers of it.
The arts are powerful tools of communication. The arts function as a communication system that allows students, like humans throughout history, to set forth observations, interpretations and new possibilities.

The arts convey a sense of time and place that helps transport students beyond mere facts to a more personal way of learning. Our faculty believes that the arts can serve as bridges to a broader understanding of cultures. EBLS will continue to offer visual arts, creative movement, and music to its students as an integral part of the curricular offerings.

EBLS also encourages participation in activities that may be held at EBLS like science/art/history fairs; the fruit and vegetable fair; the debate team; honor choir; and folkloric dance. All fifth-grade students participate in "EBTV," the school's weekly news broadcast. Students may also contribute articles to the school's newspaper.

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

EBLS has developed its own Student Education Plan; individual student portfolio; and math, reading, and writing continuums to track student progress.

6. **Provide greater opportunities for parental involvement in management decisions at the school level.** *(See also 53A-1a-508 (3)(11)):*

EBLS has a strong School Community Council (SCC) and PTA, both of which work closely with the director/principal to attain what is best for students.

The standing PTA president will serve as a member of the school's Governing Board, and a member of the Governing Board will serve as a liaison with the SCC, assuring that effective lines of communication are in place.

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.**

EBLS will accept applications for enrollment for any child residing in the state of Utah.
Comprehensive Program of Instruction
Philosophy of Edith Bowen Laboratory School - (Principles, Beliefs and Attitudes)

Edith Bowen Laboratory School is a place where students, faculty/staff and parents thrive and develop in terms of intellectual, social and personal development; a place where learning is dynamic and individual needs and abilities are nurtured and promoted; a place rich in experiences, challenges, opportunities and adventures; a place where character, self-esteem, personal confidence and integrity are of value; a place where students feel positive about themselves, exhibit an enthusiasm about learning and exhibit a willingness to be active participants in the educational process; and a place that in many ways would offer to fuse the best features of Harvard and Disneyland.

It is carefully designed to make people feel welcome, to capture their imagination, to excite and educate both body and mind, and to make people feel good about participating in the wonders around them. Developing a school centered around these beliefs does indeed provide a most interesting and potentially successful educational setting for students and adults.

EBLS has a long established educational program beginning in 1927, and the tradition continues to the present. We believe that there are essential components needed in order to make a school a great place. These components are:

1. **Having a school director/principal that serves as the instructional leader, manager, and director of all school programs and activities.**

   The Director/Principal of EBLS:
   - Serves as the instructional leader of the school;
   - Sees school improvement as a constant theme;
   - Scrutinizes existing practices to assure that all activities and procedures contribute to the quality of the school and the learning that takes place;
   - Provides teachers with ways to improve their teaching and management skills and encourages personal growth;
   - Establishes an orderly, productive and effective school environment;
   - Keeps teacher administrative chores and classroom interruptions to a minimum;
   - Is visible in the school and actively supports learning by being an example and by being present in classrooms and at activities;
   - Encourages teachers to help formulate and participate in making school rules, policies, curriculum decisions and school programming;
   - Develops community council for the school and its programs.

2. **Having an instructional program designed by highly qualified and dedicated educators and experts that strive for academic excellence with strong and varied assessment tools in place.**

   This program should incorporate many of the following principles and concepts in order to create the "Harvard" atmosphere. They include:
   - Individualized instruction with continuous progress of students;
   - A well-articulated and organized curriculum that addresses content, attitude, process, application, creativity and integration;
● Multi-aged and ability groupings;
● Experiential programming;
● High academic standards with reasonable expectations for all students;
● An established, balanced testing program using multiple types of assessment with a high correlation between tests and curricula (i.e., CRT, UPASS, math continuum, etc.);
● Frequent monitoring and reporting of student progress;
● Public recognition and reward for academic and behavioral achievement;
● Cultural and enrichment activities;
● An orderly environment;
● An exceptional media center with wide varieties of informational resources;
● High on-task learning time;
● Attention to prior learning, review of prerequisites;
● Master teachers who:
   ○ Understand learning theory,
   ○ Incorporate the principles of effective teaching,
   ○ Use a variety of teaching methods,
   ○ Are competent in their area of expertise,
   ○ Team teach,
   ○ Really care for and about their students,
   ○ Give both informational and affective feedback,
   ○ Communicate with and involve parents,
   ○ Are energetic and actively seeking better ways to teach.

3. **Having a well-defined program following state guidelines enriched by faculty and mentors that promote self-discipline and personal responsibility.**

This component is an essential part of the EBLS educational program so that the school operates and functions in an orderly and effective manner. In our society, it is vital that our students and families understand that rights come with responsibilities and conditions must exist so rights can be protected and safety assured.

Incorporated are the following concepts and principles:
● A well-articulated and agreed upon philosophy based on universal principles to be taught by example and role modeling.
● Consistent well-articulated school-wide discipline program.
● Individual classroom management programs developed with student input.
● Administration, faculty/staff, student, and patron support.
● An articulated Student Education Plan progress reporting policy that includes citizenship.
● Consistent and fair enforcement of rules.
● Opportunities for student leadership development.
● Natural consequences to personal action.
● Options for student/faculty/patron decision-making and problem-solving.
4. **Having a school program that establishes an environment that students, teachers, and patrons find to be motivating, exciting, rewarding, and positive.**

Of all the programs available to implement, the school recognition and social program has the greatest influence on making school a great place. Like Disneyland, school should be a fun and exciting place. A significant role of the school experience is to place individuals in situations where they experience joy and success and are recognized and rewarded for their efforts.

The school recognition and social program should set the tone and climate of the School. A climate where students and teachers feel good about themselves, what they're doing, and how they're progressing is essential. The school environment should be dynamic, alive, attractive, exciting and motivating.

Many things are included in EBLS’s recognition and social program. These change over time, but may include such things as the following:

- Honor Choir/Ensemble Performances
- Student Citizenship Record
- Maturation Clinic
- Edith Bowen Student Council
- PTA Family Pool Party
- Student Performances
- School Clubs
- Annual Science/Art/History Fairs

**Methods of Instruction**

EBLS offers a meaningful learning experience based on the constructivist philosophy of educating children. The Utah State CORE Curricula is the foundation for learning and learning is woven and integrated into the learning experience. The faculty uses the state's standards to develop a year-long plan which is submitted at the beginning of each school year to the director/principal.

Method of instruction at EBLS:

- The experience is "real" rather than "simulated."
- A challenge is present that is not easily accessible or obtainable. The challenge extends the capabilities of the individual as fully as possible. The experience often shows a demonstration of knowledge, skills or achievement.
- The learning experience provides opportunities for close personal interactions with other individuals, small groups, and the entire class.
- Students advance levels based on competencies.
- Instruction is designed to meet student competencies.
- Multiple assessments are used and recorded and placed in a student's assessment portfolio.
- The rate of student progress is independent, based on Student Education Plan Goals which are determined at the beginning of the school year and reviewed and revised two times during the school year by the Student Education Plan team which includes students, parents and faculty.
● Faculty members often serve as educational mentors or facilitators in the learning process.
● Cooperative learning is encouraged in the instruction and learning process.
● Technology is used extensively in all aspects of instruction.

Special Emphasis of Edith Bowen Laboratory School

EBLS will continue to respond dynamically to the future. It must constantly be aware of changing educational issues, trends, and innovations. Most importantly, it must have a unique and creative vision that enables it to achieve its mission through planned diversity and flexibility. EBLS, like all successful laboratory schools of today and tomorrow, needs to be ultimately concerned about the role education will play in our lives, and education meets the ever changing needs of our society, our nation, and world.

The delivery of curriculum at the school is key to the success of our students. Children study under an integrated approach which brings multi-dimensional facets into the learning experience. While following the State standards, our master teachers are constantly searching out new and creative ways to instill a life-long love of learning to all those who share their classrooms.

EBLS also believes that the arts are essential to a good, well-rounded, and balanced education. The arts provide an engaging way to learn. They invite students to be active participants in their world, rather than simply observers of it. The arts are powerful tools of communication. The arts function as a communication system that allows students, like humans throughout history, to set forth observations, interpretations and new possibilities.

The arts convey a sense of time and place that help transport students beyond mere facts to a more personal way of learning. Our faculty believes that the arts can serve as bridges to a broader understanding of cultures. The arts help students define who they are and can express a sense of community. By putting students in touch with their own, and other people's feelings, the arts teach one of civilization's great lessons --how to be empathic. They teach students how to develop the capacity for compassion and humaneness. The arts enlighten students by introducing them to perceptions and understanding that cannot be acquired in other ways. EBLS will continue to offer visual arts, creative movement, and music to its students as an integral part of the curricular offerings.

A laboratory school that deliberately plans diversity and flexibility into its future has certain advantages over other agencies attempting to bring about change and educational improvement. Such a school can be a bridge between the university and other public schools. Without this bridge the university's power to influence education is diminished and vice versa.

EBLS is a source of stimulating new ideas. The opportunity to have direct experience with students, teachers, parents, and the multitude of problems and influences that make up the real environment of education are keys to such stimulation. From direct experiences in a laboratory setting, dynamic ideas and concepts will have a more profound impact on the total learning experience. EBLS will provide not only the local school districts, but the entire state with innovative ideas and practices in education. Examples of active research at the school are: “Making Texts Talk in Whole Class Discussions,” a reading research project conducted by Dr. Sylvia Read, a faculty member with the School of Teacher Education and Leadership at USU; “The Learning License Project”, Research on Classroom Management
project, conducted collaboratively between Dr. Scott Hunsaker, Professor at USU and our 5th grade teachers, Joan Kyriopoulos and Anitra Jensen; and "Factfone Research Analysis" a mathematics research project conducted by Dr. Jim Barta, Associate Professor at USU.

EBLS will also continue to be flexible enough to be a place where educational research, demonstration, modeling, and development can be carried out in an effective and coordinated manner. EBLS will continue to take the risks associated with such activities because students, parents, and patrons understand this process as being vital to the mission of the School. The idea of having research, instruction, modeling, evaluation, and teacher training all wrapped together in one school is not only novel, but vital in that the laboratory school is a unique enterprise that can serve as a natural link between practitioners and university scholars.
Vision

We value children and respect their curiosity and potential. We commit to providing a learning environment that allows and encourages children to explore connections between their learning and the world around them.

Mission and Belief Statements

Through collaborative partnerships, the Edith Bowen Laboratory School will serve the state of Utah and nation as a unique and dynamic educational institution. It will foster a diverse, interactive, and inviting school environment where the community of learners extends from kindergartner to adults. The school commits itself to building capable, lifelong learners through developmentally appropriate education, applied research, and innovative educational practices.

We believe:
- The laboratory school is in a unique position to serve as a leader in Utah and the nation in terms of educational innovation and improvement.
- That in the laboratory school, school restructuring, and improvement is never complete, but is an ongoing dynamic process.
- The laboratory school operates under a site-based management system that allows it to adapt to changing needs and circumstances.

Goals and Belief Statements

1. **Edith Bowen Laboratory School Elementary Students**
   To provide a high quality educational programming for the elementary students enrolled.
   We believe:
   - In a child centered-education.
   - The foundation for a quality education begins with building positive self-esteem and individual worth in our students.
   - People are able, valuable and are entitled to mutual respect.
   - In honoring, supporting, and encouraging innovation and individual potential.
   - Everyone can learn through a life-long process of education that allows for differences in learning rates, styles, knowledge, experience, and interests.
   - In providing students with a variety and balance of meaningful experiences that foster a child's emotional social, physical, intellectual, and artistic development.
   - Learning involves play, imagination, laughter, curiosity, discovery, and joy.
   - In curricular integration which connects learning with relevant real life experiences.
   - That character development will create an appreciation of individual and cultural diversity and therefore develop responsible citizens in a global society.
   - In an action-based, experience-rich curriculum that promotes knowledge and skills, problem-solving strategies, thinking processes and talent development.
   - Balance in the school community is achieved by providing an "invitational" environment.
2. **Utah State University Students**
   To provide a high quality instructional and clinical lab setting for undergraduate and graduate students in the Elementary Education Program and related fields at USU.

   We believe the laboratory school provides an essential component in quality pre-service teacher training at USU.

3. **Research**
   To provide a laboratory setting where research in educational programs, issues and trends in elementary education and related fields can be conducted and validated.

   We believe that EBLS is in a unique position to develop, validate and conduct a variety of educational research.

4. **Dissemination**
   To disseminate broadly throughout the state and nation the results of promising educational programming, research, and development activities and strategies that promote improved teaching and instruction.

   We believe that EBLS has a responsibility to disseminate the results of promising programs and activities sponsored at the school throughout Utah and the nation. The outreach services in the way of workshops, in-service sessions, and materials should be available in the laboratory school for educators in the state and nation.

5. **Partnerships**
   To develop and maintain a variety of educational partnerships to ensure the programmatic and financial stability of EBLS.

   We believe that in order for the laboratory school to be successful, it is essential that adequate financial resources be maintained in order to retain and attract faculty and staff, carry out teacher training, research and development activities, and dissemination efforts.

**Faculty/Staff Belief Statements**

We believe:
- That the faculty and staff of the EBLS possess unique skills and potential and are critical to the school’s success.
- That the faculty and staff at EBLS are capable, valuable, and responsible and should be treated accordingly.
● That the potential of faculty and staff at EBLS can best be realized by providing places, policies, processes and programs specifically designed to invite development both personally and professionally.
● That the faculty and staff at EBLS be provided opportunities for professional enrichment, service, and development activities to enhance their roles as educators.
● That as educators and professionals, EBLS faculty and staff members have opportunities to exercise their expertise in curriculum design, instructional delivery, and assessment of students in their care.

Partnership Belief Statements

We believe:
● Education is a cooperative, collaborative activity where partnerships are essential to the laboratory school in terms of maintaining quality programs, long-term collaborations, financial security, and professional associations.
● That USU has the primary responsibility of the EBLS.
● EBLS supports USU’s mission of teaching, research, and service.
● EBLS supports the Emma Eccles Jones College of Education and Human Services' mission and continues to serve as an important unit within the College.
● The linkage between EBLS and the School of Teacher Education and Leadership is essential to the development, implementation and improvement of pre-service teacher training at USU.
● EBLS serves as an active partner to other departments and units within the Emma Eccles Jones College of Education and Human Services and USU where common and agree upon interests are present.
● That Logan, Cache, and Box Elder School Districts are essential partners in maintaining a quality school program for the students enrolled at the laboratory school.
● The Utah State Board and Office of Education should be maintained as essential partners in both long and short-term projects relating to the State's goals and initiatives.
● The EBLS Governing Board serves as a representative body of the school in all partnerships with the specific role of coordinating, approving, and overseeing general programs and guidelines of the School.
● The EBLS PTA and parents are essential partners in the educational process.
● The EBLS School Community Council is an essential and critical partner in the educational process.
● That partnerships developed within the local community are critical for continued financial and programmatic support of the School.
● That EBLS supports and holds membership in the National Association of Laboratory Schools.
<table>
<thead>
<tr>
<th>Goal</th>
<th>Specific Objectives (What will be measured?)</th>
<th>Measurement Criteria (How you know it—means of measuring data, percent mastery, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Improve student learning by providing high quality educational programming for the elementary students enrolled.</td>
<td>1.a. Informal Reading Inventories are administered at the beginning of each school year and at the conclusion of school year. Documented on Student Portfolio Record. Reading fluency evaluated and documented Fall and Spring on SPR. Reading Development evaluated and documented on Reading Development Continuum Fall Winter and Spring. Student Portfolios are reviewed annually by principal and by classroom teachers. Students below grade level receive additional learning assistance from STARs (students at risk) coordinators, referral for Special Education Services if needed. Progress is reported to parents at regularly held SEP conferences. End of Level CORE testing administered annually. Results are reviewed and analyzed by classroom teachers annually, curriculum adjustments are made to meet individual student instructional needs. Results are recorded and tracked longitudinally by principal. It is projected that 75% of the students will be reading at grade level or above by the 3rd grade (measured by accepted reading inventory - currently QR8). Iowa Test of Basic Skills tests administered annually to 3rd and 4th grade students. Results are reviewed annually by classroom teachers, curriculum adjustments are made to meet individual student instructional needs. Results are recorded and tracked longitudinally by principal. Annual results of testing are reviewed by School Community Council members as part of the School Improvement and Trustland plans.</td>
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<td></td>
<td>1.b. Math achievement of individual students will be measured to insure student progress will meet/or exceed state and national NCLB requirements.</td>
<td>1.b. Math assessments administered Fall and Spring documented on SPR. Criterion referenced testing administered throughout school year by classroom teachers. Results recorded in Student Math Continuum. 0%-50% recorded as concept Introduced 50%-80% recorded as concept In Progress 80%-100% recorded as concept Mastered As a norm, math concepts are taught to the whole and addressed until a 75% mastery is attained. These concepts are re-evaluated throughout the year with intervention taking place as needed to meet individual learner’s needs and learning styles. Students needing additional learning assistance are referred to STARs program. Special Educational referrals follow if necessary. End of Level CORE testing administered annually. Results are reviewed and analyzed by classroom teachers annually, curriculum adjustments are made to meet individual student instructional needs. Results are recorded and tracked longitudinally by principal. Iowa Test of Basic Skills tests administered annually to 3rd and 4th grade students. Results are reviewed annually by classroom teachers, curriculum adjustments are made to meet individual student instructional needs. Results are recorded and tracked longitudinally by principal. Annual results of testing are reviewed by School Community Council members as part of the School Improvement and Trustland plans.</td>
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<td></td>
<td>1.c. To improve the quality, content, and knowledge of writing skills.</td>
<td>1.c. Writing rubric has been developed to assist the faculty in achieving writing objectives. A writing continuum will be used to assess improvement in each student’s writing. Materials and in-service has and will continue to be provided for professional faculty development. Kindergarten, first and second grade classes, will have more emphasis placed on preparation for cursive writing. Third, fourth, and fifth grades classrooms will emphasize cursive writing skills. Assessment and evaluation of student progress will be based on multiple means such as anecdotal records, observations, student projects, criterion based testing and items which align themselves with State Core objectives and portfolio concepts. Under the writing rubric, a 3 is considered mastery. It is expected that 80% of the 5th grade students will achieve mastery as a norm, by the end of the school year.</td>
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<td></td>
<td>1.d. To continually improve and assess Social Studies, Science, and Core related areas of curriculum.</td>
<td>1.d. Student Portfolios are reviewed annually by principal and by classroom teachers. Assessment and evaluation of student progress will be based on multiple means such as anecdotal records, observations, student projects, science journals, criterion based testing and items which align themselves with State Core objectives and portfolio concepts. Students below grade level receive additional learning assistance from STARs (students at risk) coordinators, referral for Special Education Services if needed. Progress is reported to parents at regularly held SEP conferences.</td>
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<tr>
<td>2. Continue to encourage students to develop self-expression through the school's arts program.</td>
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<tr>
<td>3. Professional Development</td>
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<tr>
<td>2. Artistic accomplishment within the developmentally appropriate spectrum for each student.</td>
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<tr>
<td>3. To offer faculty training and professional development that will enhance the learning environment for our students.</td>
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1.d. (Cont'd.) K-3 assessments are project based and informal assessments are done; the 4th & 5th grades are expected to demonstrate concept mastery at 75% through written assessments.

End of Level CORE testing administered annually. Results are reviewed and analyzed by classroom teachers annually. Curriculum adjustments are made to meet individual student instructional needs. Results are recorded and tracked longitudinally by principal.

Iowa Test of Basic Skills tests administered annually to 3rd and 4th grade students. Results are reviewed annually by classroom teachers, curriculum adjustments are made to meet individual student instructional needs. Results are recorded and tracked longitudinally by principal.

Annual results of testing are reviewed by School Community Council members as part of the School Improvement and Trustland plans.

2. School wide assemblies and performances.

Student displays and presentations.

On-going and annual assessment by art mentors, based on State Core curriculum objectives and/or national standards are completed. An 80% mastery is expected for art, music, and physical education, with a goal of 90% participation percentile in Spanish.

3. Teachers will attend professional development two and one-half days each year. Focus is defined by the school's professional development plan as written by the School Community Council.

In keeping with current educational research and best practices, we maintain our approach to education as a lifestyle of learning that is a spiraling process based on individual learner needs.
Monitoring Teacher Integration of State Standards into Instruction

Edith Bowen Laboratory School faculty and staff members will be provided with a review of the school's curricular emphasis and effectiveness goals at the conclusion of each school year in the spring. This practice will enable them as they design, integrate and plan curricula for their students, during the summer months, to be in line with the School's goals for the fall.

Each fall during the teacher orientation, EBLS faculty are required to submit to the director/principal a year-long overview plan of age and developmentally appropriate curricula taken from the Utah State Core Curriculum guides. All faculty and staff are knowledgeable and practiced at electronically locating and using the State Core and State Standards. EBLS’s continuums are based on Utah State Core standards. Additionally, faculty members meet in teams each week to discuss student progress and curricular issues.

Student progress and achievement are recorded on Student Portfolio Record documents each year and progress of each individual student is reviewed and analyzed by their classroom teachers and school administration. The curriculum is developed after the initial analysis for the upcoming school year. Information is contained in the portfolio for the duration of the student's enrollment at EBLS.
Special Education Plan

EBLS has a long history of participating in the special education process and is familiar with the regulations and procedural safeguards mandated by the federal government.

EBLS is prepared to continue to serve the students with special education needs at the school.

A resource teacher and speech language pathologist have been budgeted for and will be hired in the implementation year.

Additional evaluation services will be provided by Cache, Logan, or Box Elder School District, and/or USU through contractual agreements, (i.e. psychologist, occupational therapists, audiologist, etc.).

The school is fortunate to have a special education "suite," offering a full size classroom, office, testing area, conference room, speech classroom, private restroom, and record storage area.

The school administrator will serve as the LEA with legal counsel being provided by USU.

EBLS abides by the Procedural Safeguards Policy for Children with Disabilities and Their Parents Under the Individuals with Disabilities Education Act 2004. This policy is given to parents at the initial IEP meeting.
School Calendar 2007/2008
Student Days – 180 (includes 3 SEP days)
Teacher Work Days – 190
School day begins at 8:30 AM and ends at 3:00 PM
(Wednesday – Early Out @ 1:00 PM)

<table>
<thead>
<tr>
<th>August '07 -</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>Teachers Begin 8/16</td>
<td>8</td>
<td>12</td>
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<tr>
<td>Students (1st - 5th) Begin 8/22</td>
<td>8</td>
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<tr>
<td>Kindergarten Begins 8/23</td>
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<tr>
<th>September '07 -</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>9/3 – Labor Day Holiday – No School</td>
<td>18</td>
<td>19</td>
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<tr>
<td>9/21 – Teacher Work Day – No School</td>
<td>20</td>
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<tr>
<td>9/27 &amp; 28 - SEP Days (Count as School Days)</td>
<td>20</td>
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<thead>
<tr>
<th>October '07 -</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>Fall Break (2 Days TBA)</td>
<td>20</td>
<td></td>
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<tr>
<td>Professional Development Day (TBA)</td>
<td>21</td>
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<thead>
<tr>
<th>November '07 -</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>Professional Development Day (UCIRA Conf. TBA)</td>
<td>18</td>
<td></td>
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<tr>
<td>Thanksgiving Holiday – No School 11/21, 22 &amp; 23</td>
<td>19</td>
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<tr>
<th>December '07 -</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>Winter Break 12/20 – 12/31</td>
<td>13</td>
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<tr>
<th>January '08</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>New Year’s Day Holiday – 1/1 – No School</td>
<td>21</td>
<td></td>
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<tr>
<td>Martin Luther King, Jr. Day – 1/21 – No School</td>
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<tr>
<th>February '08</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>Teacher Work Day – No School 2/1</td>
<td>19</td>
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<tr>
<td>SEP Conferences 2/7 Early Dismissal &amp; 2/8 No School (Counts as School Day)</td>
<td>20</td>
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<tr>
<td>Lincoln &amp; Washington Day – No School 2/18</td>
<td>21</td>
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<tr>
<th>March '08</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>Professional Development Day 3/14</td>
<td>20</td>
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<tr>
<th>April '08</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>Spring Break TBA</td>
<td>19</td>
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<tr>
<td>Snow Make-up Day – TBA</td>
<td>19</td>
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<tr>
<th>May '08</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>Memorial Day Holiday 5/26 – No School</td>
<td>21</td>
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<tr>
<th>June '08</th>
<th>Student Days</th>
<th>Teacher Days</th>
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<tbody>
<tr>
<td>Students’ Last Day 6/4</td>
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<tr>
<td>Teacher Work Day 6/5</td>
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Year is divided into four terms of 45 school days each:
Term 1 – August 22, 2007 – October 30, 2007
Term 3 – January 22, 2008 – March 27, 2008
Section 5

Detailed Business Plan
Details Business Plan (53A-1a-508(3)(d))

Applicants are to submit a business plan that includes:

- **Planning Year Activities and Operational Budget**
  
  *If a year of planning is anticipated, plan and costs should reflect what is needed to prepare for first enrollment of students.*

  In the initial year prior to the conversion from traditional to charter, Edith Bowen Laboratory School will continue to function under contractual memorandums of understanding between the Emma Eccles Jones College of Education and Human Services at USU and the local school districts. Therefore, funding concerns will not be an issue.

  During this year, the school's administration will prepare to take over the responsibilities it has traditionally relied on the local districts to do (i.e., testing, reporting, SIS programming, SPED training, etc.).

  EBLS will also define through memorandums of understanding those services that will continue to be performed by the school districts, and those that will be outsourced to other professional agencies.

  Elections for the Governing Board members will take place and the Governing Board will receive training in relation to its role with the school (i.e., budget preparation and approval, policies and procedures, etc.).

- **Years 1-3 Operational Plan and Operational Budget**

  *The Operational Budget should reflect the educational and operational plan of the school. Revenue should be supported by attaching a Charter School State Revenue Template based on their estimated enrollment and staff size. This template may be down loaded at [http://www.usoe.k12.ut.us/charterschools/funding/fundingInfo.htm](http://www.usoe.k12.ut.us/charterschools/funding/fundingInfo.htm)*

  EBLS is fortunate to have had a long time relationship with USU. The lab school concept was initially established in 1928, at what was known as the Whittier School. Over the years, the lab school concept developed and in 1958, in cooperation with the Logan City School District and USU, a new building was dedicated on the USU campus. That building bore the name of an influential Utah educator, Edith Bowen. After many years of use, the lab school outgrew the facility's infrastructure, and it was determined that a new facility should be built to best meet the needs of the School. This $12 million, state-of-the-art facility was gifted to the university by the Emma Eccles Jones Foundation. The building was dedicated on Oct. 4, 2004, and continues to carry the name of Edith Bowen. The Emma Eccles Jones Foundation's gift included funding for furnishings, computers, and audio/visual equipment for the School in its entirety. EBLS will continue to reside at its campus home, with all facilities operations and maintenance being funded by USU.
The school's operational plan for the first through third years is identical. Budget modifications will be made when appropriations are made through the state legislature and changing needs arise.

EBLS will continue working in direct relation with USU to serve our mission statement, to best meet the needs of public elementary students and work in cooperation with the Emma Eccles Jones College of Education and Human Services to prepare pre-service teachers.

The Governing Board will meet every other month to review the business of the School. The director/principal, acting as Executive Director of the Governing Board, will prepare the agenda to assure the Governing Board is kept abreast of the school’s activities, test assessments, and other pertinent information.

EBLS has operated its lunch program as an independent site under contractual agreements with the State's Child Nutrition Program for the past five years. The school will continue this agreement to meet the nutritional needs of our students.
# Charter School Worksheet

**FY 2005-2006**

**Projection Only**

<table>
<thead>
<tr>
<th>School Name</th>
<th>Average Daily Membership</th>
<th>Rating Factor</th>
<th>WPU Generated</th>
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<td>Special Ed ADM (1-12)</td>
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<tr>
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<td>Number of Teachers (7-12)</td>
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<td>Regular Basic School:</td>
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<td>Regular WPU - K-12</td>
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<td>Special Ed-State Programs</td>
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<td>Career and Technical Ed.</td>
<td>Based on Programs</td>
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<td>Class Size Reduction (K-6)</td>
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<td>Other</td>
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<td>School Land Trust Program</td>
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<td>Reading Achievement Program</td>
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<td><strong>Local Replacement Dollars</strong></td>
<td>Average $1,051 per student</td>
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<td><strong>One Time</strong></td>
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<td>Teacher Materials/Supplies</td>
<td>$350 or $275 per teacher (K-6)*</td>
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Numbers are based on estimated FY2006 enrollment.

*If you are an existing Charter School, Special Ed funding will be the same for FY06 as FY05.

*Per special education determination of the appropriate program.

*These amounts are based on one-time funding for FY05.

*Amounts for future years depend on what is appropriated by the Legislature for the respective year.

*Steps one through three get $350; steps four or higher get $225.

*Steps one through three get $300; steps four or higher get $225.

Questions: Call Cathy Dudley at 538-7667.

\[42\]
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MEMORANDUM

TO: Carol Strong
FROM: Glenn Ford
DATE: 7 March 2006
SUBJECT: Memorandum of Understanding – Edith Bowen Charter School Application

On February 27, 2006, the two of us met with President Albrecht concerning the proposal that Edith Bowen Lab School (EBLS) apply for charter school status. I was delighted when President Albrecht approved our recommendation that the application go forward with the full support of the university.

Over the last few months, we have worked on some key issues related to this change. I believe it is important that I restate those issues in this M.O.U.

1. The change to charter status will help EBLS in significant ways, including the following:
   a. Charter status will simplify the school’s funding so that funds flow directly to the school rather than indirectly through the local school districts;
   b. Charter school status will ensure that EBLS receives state public education funds for programs mandated by state law.

2. It is my understanding that the building’s donor, the Emma Eccles Jones Foundation, has agreed to the change of use for the facility, assuming that the university maintains its current level of funding for, and commitment to, EBLS under charter status.

3. EBLS offers a great service to USU, particularly the College of Education and Human Services (CEHS). It is expected that the current collaboration between EBLS and CEHS, as well as other campus departments, will continue. In the past, the collaboration has manifested itself in several ways, including the following: workshops, practicums, observations and other forms of instruction and research.

4. As a charter school, EBLS will not be exempt from future budget cuts/reallocations as it pertains to USU E&G funds allocated to support the EBLS.

5. According to the FY2006 USU Budget Book, Edith Bowen compensates a total of sixteen individuals through the Education and General budget. The following list reflects these positions:

   Teachers 11
   Library Staff 2
   Principal 1
   Support Staff 2
Carol Strong  
7 March 2008  
Page 2

USU will continue reflecting these positions in the E&G budget. The USU Office of Budget & Planning will work with Edith Bowen staff and the Controller’s Office to establish a routine and efficient process for billing Edith Bowen for the salaries expensed to the E&G budget. This process will need to be in place by the time EBLS officially begins operating as a charter school.

6. I understand that, due to statutory and other requirements, EBLS will hire additional employees. Any position created in the future will be completely the responsibility of the charter school budget. In other words, the E&G budget will only support the list of positions shown above. When EBLS creates additional positions in the future, no expenses may be assigned to the E&G budget.

7. The university will continue covering operation and maintenance costs of the EBLS facilities. If EBLS administrators determine that the school requires additional O&M-type services, negotiations should occur between EBLS administrators and USU’s Facilities Director to determine the extent of the additional services and the cost to the university. EBLS will reimburse USU for any additional cost.

8. Over the years, salary increase funding for public education has often exceeded that provided for higher education. I believe this pattern will continue. When this occurs in the future, negotiations should occur between the Provost, the Dean of the College of Education and Human Services and the Principal of the EBLS. These negotiations will determine the size of the increases for EBLS employees. There is no guarantee that the university will allow EBLS employee salary increases to be different from those of other campus departments.

9. State regulations require charter schools to include provisions in the charter for an audit by an independent CPA firm. The EBLS audit will be a charter school audit only, and will be completely separate from the university’s annual comprehensive audit. EBLS will need to work with the Controller’s Office in order to secure the services of a CPA firm to perform the audit. EBLS will be responsible for paying the costs of the audit. The USU Office of Internal Audit Services will not participate. However, as a courtesy, please notify the Office of Internal Audit Services when the auditors are on campus performing the audit.

10. As mentioned above, funding for EBLS will no longer flow through the affected school districts. The flow of funds between the state and EBLS accounts needs to be a smooth process. The Office of Budget & Planning will work with Edith Bowen staff, USU Controller’s Office, and staff from the state Charter School Board to establish a routine and efficient process for receiving state funds. This process will need to be in place by the time EBLS officially begins operating as a charter school.

Carol, in conclusion, I just want to thank you for your openness on these important issues. I believe this change will position the Edith Bowen Laboratory School for a solid future. You and your staff are to be commended for the hard work you have put forth for this proposal.

If you have any questions, please let me know.

Thank you.

cc: Stan Albrecht  
Ray Coward  
Whitney Pugh  
Dave Cowley
MEMORANDUM

TO: Carol Strong
FROM: Glenn Ford
DATE: 3 April 2006
RE: Memorandum of Understanding – Edith Bowen Charter School Application Amendment #1

The purpose of this amendment is to correct the number of positions that will be tied to the Education and General budget once Edith Bowen attains charter school status. The original MOU incorrectly stated that the number totaled 16. The correct total is 17. Linda L’Ai was omitted from the original count due to her current leave status.

I am including a list of the positions, with current employees, for future reference.

Teachers
1. Julianne Anderson
2. Sharon Cook
3. Rebecca Coulombe
4. Anitra Jensen
5. Barbara Klein
6. Joan Kyriopoulos
7. Linda L’Ai
8. David Nagata
9. Linda Sellers
10. Karen Steele
11. Betsy Wagstaff
12. Mark Wallin

Library Staff
1. Rosine Hamblin
2. Vaughn Larson

Principal
1. Kaye Rhee

Support Staff
1. Sue McCormick
2. Susan Wall

Thank you,
c: Whitney Pugh
Section 6
Organizational Structure & Governing Body
Organizational Structure and Governing Body 53A-1a-508(3)(c)
Provide a narrative that explains the organizational structure, and provide an organizational flow chart. Include the election and nomination processes, term limits, etc. that will govern the board selection and leadership.

The Governing Board serves as a representative body to determine program interests of the Utah State Board of Education to be promoted at the school, to establish and/or approve general program and administrative guidelines and policies for the operation of the school, to promote coordination of programs of mutual interests between the State Board of Education, USU, local school districts, and patrons of the school.

The EBLS’s Governing Board will be comprised of eleven members (11): seven voting, three advisory, and one secretary. The appointed, voting board members consist of the Dean of the Emma Eccles Jones College of Education and Human Services, the Department Head of the School of Teacher Education and Leadership, the standing EBLS PTA President, and the Logan City School District Representative. A member representative from the Logan City School Board will also serve on the Governing Board as a voting member. The remaining two voting positions will be elected positions comprised of two community representatives, one from within the boundaries of the Logan City School District, and one from within the boundaries of the Cache County School District, both serving alternating two-year terms with a three-term limit. (For the first year, one position will be for a one-year term.)

The remaining four positions are the EBLS Director/Principal, EBLS Business Manager, EBLS Administrative Assistant, and an EBLS Faculty Representative. The EBLS Administrative Assistant will serve as Secretary to the Governing Board. The EBLS Faculty Representative is elected and serves a 2-yr term, with a 1 term limit. Nomination and voting deadlines are determined by the Administrative Assistant and are similar to the community position elections.

Nominations to fill the community positions will be accepted during the month of April for the upcoming school year and will be solicited through parent mailings. A paper ballot will be mailed to all active members in May. Terms will run from July 1st to June 30th.

The chair will be elected by the Governing Board and serve a one-year appointment in this capacity, with no term limit. A representative of the Governing Board will be appointed to serve as the liaison for the School's Community Council.

See also: Edith Bowen Laboratory School By-Laws -Article II
Section 7

Background Information & Resumes
Background information sheet and resume for each authorized agent, governing body member, and any individuals responsible for the day-to-day operations of the school (as known at the time of the application).

Please see attached.
**Background information**

Please provide the following information on the authorized agent, each governing body member, and any individuals responsible for the day-to-day operation of the school. A resume for each individual is also required. This page may be copied as many times as necessary.*

Name: __ Kaye Rhees

Role in School (list positions with school): __Principal, EBLS

**Employment History:**
Using as much space as necessary below, please provide your employment history that supports your qualifications and relates your experiences to be considered sufficiently qualified to operate a charter school. Specifically address your qualifications and experiences as they relate to the development of academic programs, operations of a school or a small business, and background in financial management.

*See attached resume.*

**Education History:**
Using as much space as necessary below, please provide information on your educational training (including degrees earned, dates enrolled, and institutions) that supports your qualifications to be considered sufficiently qualified to operate a charter school.

*See attached resume.*

**Statement of Intent:**
Using as much space as necessary below, provide a personal statement regarding your role and commitment to this application as it has been written.

In my role as principal of the Edith Bowen Lab School, I have complete dedication and full commitment to this effort. Having been employed at EBLS for the past twenty-five years, I want to see the school continue to provide the best educational environment possible to the students enrolled at the school.

*The information and resume provided will be subject to verification by the board.*
Kaye Rhees
khees@coe.usu.edu

Education: Utah State University, Logan, Utah, B.S. 1975
Utah State University, Logan, Utah, M.Ed. 1980

Certification: Utah Teaching Certificate Standard (1-8)
Early Childhood Endorsement Standard (K-3)
Administrative Endorsement (K-12)

Experience:
1980-present Edith Bowen Laboratory School, Utah State University, Logan, Utah
1998-present Principal, Edith Bowen Laboratory School
1996-1998 Interim Director, Edith Bowen Laboratory School
1993-1996 Associate Director, Edith Bowen Laboratory School
1992-1993 Teaching Principal, Edith Bowen Laboratory School
1980-1992 Classroom Teacher, Edith Bowen Laboratory School
(Kindergarten, 1st, 2nd, 3rd, and 4th grades)
1979-1980 Graduate Assistant, Elementary Education Department
Utah State University, Logan, Utah
1975-1980 Plain City Elementary, Weber School District, Ogden, Utah
Classroom Teacher (1st, 4th, 5th, and 6th grades)

Committees and Special Assignments:
Emma Eccles Jones Early Childhood Grant Curriculum Committee
Edith Bowen Strategic Plan Committee
Edith Bowen Advisory Board Member
Artist in Residency Program Coordinator
State Office of Education Character Education Consortium
College of Education Administrative Council
National Association of Laboratory Schools Board of Directors

Presentations and Conferences: List upon request

Professional Affiliations:
National Association of Laboratory Schools
Association for Supervision and Curriculum
National Council for the Social Studies
Delta Kappa Gamma
Boys and Girls Club of Cache Valley Friend

Professional Recognition:
Who’s Who Among America’s Teachers
A background check that reveals offenses that have occurred in the previous five years, recent bankruptcies, or unresolved civil judgments may necessitate further explanation to the chartering entity from a prospective charter school board member. Matters or offenses that remain unresolved or unexplained to the satisfaction of the chartering entity may affect the credibility and/or final approval of a charter school application.

WITH THE SIGNATURE BELOW, PERMISSION IS HEREBY GRANTED TO VERIFY ANY INFORMATION PROVIDED ABOVE FOR Utah Power Lab School CHARTER SCHOOL.

I AFFIRM THAT THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]

[Applicant's Signature]

Subscribed and sworn before me this 14th day of March Year 2008.

County of Cache State of Utah

Notary Public Mary Ellen Heiner My Commission Expires May 13, 2008

[Notary Public Seal]
Background information

Please provide the following information on the authorized agent, each governing body member, and any individuals responsible for the day-to-day operation of the school. A resume for each individual is also required. This page may be copied as many times as necessary.*

Name: Carol J. Strong

Role in School (list positions with school): Dean of Emma Eccles Jones College of Education and Human Services

Employment History:
Using as much space as necessary below, please provide your employment history that supports your qualifications and relates your experiences to be considered sufficiently qualified to operate a charter school. Specifically address your qualifications and experiences as they relate to the development of academic programs, operations of a school or a small business, and background in financial management.

See attached vitae.

Education History:
Using as much space as necessary below, please provide information on your educational training (including degrees earned, dates enrolled, and institutions) that supports your qualifications to be considered sufficiently qualified to operate a charter school.

See attached vitae.

Statement of Intent:
Using as much space as necessary below, provide a personal statement regarding your role and commitment to this application as it has been written.

As Dean of the College, I regard the Lab School as an essential part of the teacher training and research missions of this institution. The school complements our core responsibilities. I am fully supportive of the conversion of EBLS to charter school status.

*The information and resume provided will be subject to verification by the board.
VITAE

CAROL J. STRONG
Utah State University
College of Education and Human Services
Logan, Utah  84322-2800
(435) 797-1470; FAX (435) 797-3939
Email Carol.Strong@usu.edu

BACKGROUND

Education

EdD  Utah State University  1989  Research and Evaluation
MA  University of Illinois  1972  Speech-Language Pathology
BS  Utah State University  1971  Speech Pathology

Professional Experience

2004 – Present  Dean, College of Education and Human Services, USU
2001 – Present  Trustee Professor, Communicative Disorders and Deaf Education, USU
2000 – 2005  Associate Dean for Research, Education and Human Services, USU
1996 – 2001  Professor, Communicative Disorders and Deaf Education, USU
1990 – 1993  Associate Professor, Communicative Disorders and Deaf Education, USU
1990 – 1993  Assistant Professor, Communicative Disorders and Deaf Education, USU
1989 – 1992  Research Director, Project REAP, SKI*HI Institute, USU
1986 – 1990  Clinical Assistant Professor, Communicative Disorders, USU
1973 – 1986  Clinical Assistant Professor, Communicative Disorders, USU
1972 – 1973  Speech-Language Clinician, Champaign Public Schools, Champaign, Illinois

Honors and Awards

2004  Honored at Top Prof. Night, Utah State Chapter of Mortar Board.
2004  Biography listed in *Who’s Who in America, 56th Ed.*
2003  Biography listed in *Who’s Who in America, 57th Ed.*
2002  Honored at Top Prof. Night, Utah State University Chapter of Mortar Board.
2001  Trustee Professor, Utah State University
2000  Outstanding Scholar/Researcher of the Year Award, College of Education, USU
2000  Award for Continuing Education (ACE), ASHA (2000-03)
1999  Inducted into The Old Main Society of Utah State University
1999  Honored at Top Prof. Night, Utah State University Chapter of Mortar Board.
1998  Eldon J. Gardner Professor of the Year Award for USU and Professor of the Year, 41st USU Robins Awards
1998  Teacher of the Year, College of Education; Communicative Disorders, USU
1998  Honored at USU Athletics Department’s 5th Annual Scholar-Athlete Luncheon
1998  Biography listed in *Who’s Who Among America’s Teachers, 5th Ed.*
1996  Outstanding Graduate Mentor for ComDDE Department.
1996  Biography listed in *Who’s Who Among America’s Teachers, 4th Ed.*
1995  Editor’s Award, American Speech-Language-Language-Learning Association, for article of highest merit published in *Language, Speech, and Hearing Services in Schools*.
1995  Women and Gender Research Institute (WGRI) travel award.
1994  Selected for participation in the Children’s Literature and Language Arts Delegation to the People’s Republic of China—Citizen Ambassador Program.
1994  Nominated by Communicative Disorders for the COE Teacher of the Year Award.
1994  Honored at Chi Omega Sorority, Professors Tea.
1992  Granted a special leave by the Department of Communicative Disorders to pursue scholarly activities for one year.
1992  Nominated by Communicative Disorders for the COE Researcher/Scholar of the Year Award.
1992  Women and Gender Research Institute (WGRI) travel award.
1992  Honored at Top Prof. Night, Utah State University Chapter of Mortar Board.
1991  Award for Continuing Education (ACE), ASHA (1991-96)
1991  Honors Professor, College of Education, Topic: “Joining the Literacy Club: Foundations for Reading and Writing in the Preschool Years.”
1991  Service Award from Utah’s Statewide Preschool Conference in recognition of contributions to the field of Preschool Education.
1990  Nominated by Communicative Disorders for the COE Teacher of the Year Award.
1983  Presidential Fellowship, Doctoral Program, Utah State University
1980  Nominated by Communicative Disorders for the COE Teacher of the Year Award.
1979  Nominated by Communicative Disorders for the COE Teacher of the Year Award.
1978  Nominated by Communicative Disorders for the COE Teacher of the Year Award.

1977  Nominated by Communicative Disorders for the COE Teacher of the Year Award.

1976  Nominated by Communicative Disorders for the COE Teacher of the Year Award.

1975  Nominated by Communicative Disorders for the COE Teacher of the Year Award.

1971  Phi Kappa Phi Honor Society, USU Chapter

1971  USOE Fellowship, University of Illinois

1971  Outstanding Student, Dept. of Communicative Disorders, USU

1970  President, USU Student Speech-Language-Hearing Association

1970  USOE Fellowship, Utah State University

Certification and Licenses

American Association of Speech-Language Pathology and Audiology: CCC-SLP, ACE-SLP
State of Utah Business License: Speech-Language Pathology

Professional Memberships

American Educational Research Association (AERA)
American Speech-Language-Hearing Association (ASHA)
Council for Exceptional Children (CEC)
International Reading Association (IRA)
Phi Kappa Phi
Utah Speech-Language-Hearing Association (USHA)

Marital Status

Married, two children
RESEARCH

Grant Activities

Proposals Funded


Proposals Submitted


Publications

Dissertation


Reports


Research faculty profiles and resources. (Carol J. Strong, Associate Dean for Research) Submitted to the President, Provost, Vice President for Research, and CEHS Dean, Utah State University.


The modification of attitudes toward persons with handicaps: A comprehensive integrative review of research, Project No. 023CH50160, Grant No. G008530210. (J.P. Shaver, Charles K. Curtis, Joseph


Refereed Journals


Hoggan, Kelly C., & Strong, Carol J. (1994). The magic of once upon a time: Narrative teaching strategies. Language, Speech, and Hearing Services in Schools, 25, 76-89. Received award for article of highest merit from ASHA.


**Books**


**Chapter in Book**

Other Publications


Nonprint Media


Strong, Carol J. (1994). Author/Producer. *Audiotape and elicitation instructions for retold narrative samples and narration for four wordless picture books*. Department of Communicative Disorders and Deaf Education, Utah State University: Logan, UT.


Abstracts Published in Refereed Journals


**Unpublished Manuscripts**


Fewell, Kerry, & Strong, Carol J. (1992). *Assessing social and pragmatic skills in preschool children aged three to five years: A review*. Department of Communicative Disorders, Utah State University, Logan, Utah.


Strong, Carol J. (Ed.) (1972). *Speech and language handbook for public school clinicians*, University of Illinois, Department of Speech Pathology-Audiology.

**Manuscripts in Process**
Strong, Carol J., Evans, Deborah D., & Strong, W. Working together: Pen pal writing in school/university collaboration. [submission to Communication Disorders Quarterly]

Conference Presentations

Refereed


Dynamic assessment of complex sentence production in a narrative context, (Dawn M, Gummersall and Carol j , Strong), Paper presented at the Spring Conference of the Utah Speech-language-Hearing Association, Park City, UT: May, 1995,


Language Characteristics of Spoken Narratives Produced by African-American Children. (Kevin L, Costa and Carol J. Strong), Paper presented at the Spring Conference of the Utah Speech-language-Hearing Association, Park City, UT: May, 1994,

SKI*HI home-based intervention for children with hearing impairments, (Carol J. Strong and Thomas C, Clark), Miniseminar presented at the annual convention of the American Speech-language-Hearing Association, San Antonio, TX: November, 1992,
Enhancing emergent literacy skills in language-impaired, non-native speakers, and AAC users, (Carol J. Strong, Sonia Manuel-Dupont, and Cyndi Rowland) One-hour showcase session in the Communicative Disorders strand presented at the annual Convention of the Council for Exceptional Children, Baltimore: April, 1992,

Enhancing emergent literacy skills in language-impaired, non-native speakers, and AAC users, (Carol J. Strong, Sonia Manuel-Dupont, and Cyndi Rowland) One-Hour Session presented at the Statewide Preschool Training Conference, Salt Lake City: April, 1992,

Enhancing emergent literacy in language-impaired, non-native speakers and AAC users, (Carol J. Strong, Sonia Manuel-Dupont, and Cyndi Rowland) Miniseminar presented at the annual convention of the American-Speech-Language-Hearing Association, Atlanta: November, 1991,


A review of methods of assessing social and pragmatic skills in preschool children ages three to five. (Kerry Fewell and Carol J. Strong) Presented at Scholars' Day, Utah State University. Logan, Utah: May, 1991. (Won first prize for graduate papers in Education and Humanities.)


The relationship between revision behaviors and syntax in the spoken narratives of language-impaired and normally developing school-aged children. (Marilyn Cleckler and Carol J. Strong) Paper


**Invited/Featured Speaker**

Health-Ed Network Language and Literacy Workshops, *The magic of stories: Connecting to the curriculum with literature-based language intervention* (Houston, TX: February 24, 2006).

Thinking Publications Online Language Conference, *Ask the Expert about Literacy* (Feb. 20 to March 10, 2006)

Health-Ed Network Language and Literacy Workshops, *The magic of stories: Connecting to the curriculum with literature-based language intervention* (Houston, TX: December 2, 2005).


2005 Wisconsin Speech and Hearing Association Convention, *Literature-Based Language Intervention.* (Madison, WI: April, 2005).

2005 Nevada Speech and Hearing Association Convention, *Narrative Assessment Based on Story Retelling.* (Reno, NV: March, 2005).


Health-Ed Network Language and Literacy Workshops, *Connecting to the curriculum: Literature-based language intervention* (Seattle, WA: February 27, 2004).


Health-Ed Network Language and Literacy Workshops, *Connecting to the curriculum: Literature-based language intervention* (Dallas, TX: December 4, 2003).


Health-Ed Network Language and Literacy Workshops, *Connecting to the curriculum: Literature-based language intervention* (Orlando, FL: October 9, 2003).


Weber School District, *Language and literacy development and intervention* (Ogden, UT: August 21, 2002). Workshop for SLPs and special educators presented by Beth Foley & Carol Strong.


Wisconsin Speech-Language Pathology and Audiology Association 2001 Convention, *Literature-Based Language Intervention* (Madison, WI: April 7, 2001)

Atlanta Speech School, *Narrative Assessment and Intervention* (Atlanta, GA: January 12 & 13, 2001)


Clark County School District Annual Fall Inservice Workshop, *Narrative Assessment and Literature-Based Language Intervention* (Las Vegas, NV: August 9-10, 1999)


University of Texas at Brownsville and Texas Southmost College, *Rhythms and Rhymes* (Brownsville, TX-Jan. 23, 1999) with William Strong

University of Texas at Brownsville and Texas Southmost College, *Literature-Based Language Intervention* (Brownsville, TX-Jan. 23, 1999)

Natrona County School District, *Narrative Assessment and Intervention* (Casper, WY-November, 1998)


Utah State Charter School Board

EBLS Charter School Agreement


17th Annual Summer Institute for the Management of Communicative Disorders, "*Narratives: Language Assessment and Intervention* (Logan, UT--July, 1994)


Granite School District Communicative Disorders Inservice Program, *Narrative Assessment and Intervention* (Salt Lake City--April, 1992)


Utah Schools for the Deaf and Blind, Parent-Infant-Program Fall Inservice, *SKI*HI Data Update: Cost Analysis (Ogden, Utah--October, 1991)


SKI*HI Institute, Inservice for Institute Staff, *Integrative Reviews: How to Systematically Review the Literature* (Logan, Utah--October, 1990)

Logan City School District Communicative Disorders Inservice Program, "*Assessment of Narrative Skills in School-Aged Children*" (Logan, Utah--September, 1990)

Utah Schools for the Deaf and Blind, Parent-Infant-Program, Inservice for Parent Advisors, *Enhancing Data-Collection in the Parent-Infant-Program in Utah* (Ogden, Utah--March, 1990)

Edmonton Public Schools Communicative Disorders Inservice Program, *Narrative Skills: Assessment and Intervention* (Edmonton, Alberta, Canada--April, 1989)


**Technical Assistance and Evaluations**

1999  

1994-1999  

1993-2004  
Technical assistance to Debi Evans, Speech-language Clinician, Logan City School District. Collaboration and assistance with treatment procedures for study investigating the effectiveness of written correspondence with an older audience on the language skills of middle-school students with language impairments.

1983-2004  
Provide technical assistance to clinicians in Cache County School District as needed regarding children with language impairment.

1995-1996  

1995-1996  
Technical assistance to Kim Corbin-Lewis, faculty member in Communicative Disorders and Deaf Education, USU, completing her dissertation at the University of Wisconsin, Madison, WI.

1992-1996  
Technical assistance to the SKI*HI Institute, USU, with respect to evaluation of programs and projects.

1995  
Evaluation of graduates from the Department of Communicative Disorders and Deaf Education, USU, in the work place.

1994  
Evaluation of graduates from the Department of Communicative Disorders and Deaf Education, USU, in the work place.

1993  
Evaluation of graduates from the Department of Communicative Disorders and Deaf Education, USU, in the work place.

1992-1994  
Technical assistance to Tobey Fields and Terri Gailey, Speech-Language Clinicians, Cache County School District. Assistance with research design and treatment procedures for study investigating the effectiveness of narrative intervention for students with language impairments.


1991  Logan City School District, Evaluation of a Middle School Student

1990-1992  Technical assistance to Deborah D. Evans, Speech-Language Clinician, Logan City School District. Assistance with research design and treatment procedures for study investigating the effectiveness of narrative intervention for students with severe disabilities. (Resulted in an article to be published in Teaching Exceptional Children.)


1989-1992  Experimental vs. Control Study Evaluating the Effectiveness of the Intervener Project. Coding, data entry, analysis, and written summary of data. SKI*HI Institute, Logan, Utah.


1989-1990  Faculty and Student Perceptions of the Utah State University Course Evaluation System. Faculty Senate Evaluation Committee.


1986  Developmental Disabilities Council, State of Utah, Program Evaluation

1984 Utah State Office of Education—Course of Study Committee and Textbook Commission—Textbook Evaluation

SERVICE

Professional Assignments

National

2005 Manuscript reviewer, *American Journal of Speech-Language Pathology*

2005-Pres. Member, Topic Committee for School-Age Language for the 2006 American Speech-Language Hearing Association Convention in Miami, FL.


2002 Consultant, Thinking Publications (New Textbooks and courseware materials).

2001-02 Editorial Consultant, *Language, Speech, and Hearing Services in Schools*

2000-01 Review Panel, *Tips on Parenting*


1994-02 Editorial Board for the AAHBEI News Exchange (American Association for Home Based Early Inventionists).

2000 Manuscript reviewer, *Language, Speech, and Hearing Services in Schools*

1999 Manuscript reviewer, *Journal of Speech-Language-Hearing Research*

1998 Manuscript reviewer, *Topics in Early Childhood Special Education.*

1997 Consultant, Thinking Publications (New textbooks and courseware materials).


1996 Reviewer of textbook, *Sourcebook for Narrative Language* by Diana Hughes for Thinking Publications, Eau Claire, WI.

State of Utah

2005-Pres.   Presidential Appointee as Liaison for USU with Utah AAUW
2005-Pres.   Member, Utah Commission for Women and Families
2004-Pres.   Member, Utah Council of Education Deans
1994-95      Member, State of Utah Department of Health, Division of Family Health Services, Task Force on Training/Education of Personnel Providing Services to Disabled Infants, Toddlers, and their Families

University

2005-Pres.   Member, Search Committee for Alumni President
2005-Pres.   Co-Chair, Planning Committee for Center for Early Care and Education
2005-Pres.   Member, Faculty Senate 2004-Pres. Member, Planning Committee for the Early College High School
2004-Pres.   Member, Deans Council
2003-Pres.   Member, ADVANCE Supportive Workplace Initiative Implementation Committee
2002-2005    Member, Center for Integrated BioGenomics Policy Board
2002         Member, F & A Subcommittee, USU Research Council
2002         Panelist, Survival Presentation for Entering Freshmen
2002         Member, Search Committee, Director of USU Sponsored Programs
2001-02  Member, Search Committee, Dean of the College of Business
2001    Panelist, Survival Presentation for Entering Freshmen
2001-03  Advisory Board Member, USU Center for Epidemiologic Studies
2000-03  Member, University Assessment Coordinating Council
2000-05  Member, USU Research Council
2000    Panelist, Survival Presentation for Entering Freshmen
1998    Panelist, Survival Presentation for Entering Freshmen
1997-99  Member, Affirmative Action Advisory Council (AAAC)
1996-99  Director, Women and Gender Research Institute
1995-96  Treasurer, American Association of University Women
1995-96  Women and Gender Research Institute, Steering Committee
1996    Scholars Day--Judge
1995    Scholars Day--Moderator
1994    Scholars Day--Judge
1991-92  Executive Committee, Faculty Senate
1992    Scholars Day--Judge
1991    Scholars Day--Judge
1990-91  Faculty Senate Evaluation Committee--Chair Person
1988-92  Faculty Senator from College of Education
1988-92  Faculty Senate Evaluation Committee--Member

College of Education and Human Services
2005-Pres.  Ombudsperson, College of Education and Human Services
2004-Pres. Member, Edith Bowen Advisory Board
2004-Pres. Chair, Center for Persons with Disabilities Advisory Board
2004 Member, Post Tenure Review Committee, Ann Austin (FCHD)
2002 Member, Search Committee, Associate Director of CPD
2002 Member, Search Committee, Speech-Language Pathologist (CPD)
2001-04 Member, Promotion and Tenure Committee, Judith Holt (CPO)
2000-01 NCATE Review, Interdepartmental Doctoral Program Report
2000-02 Member, Promotion Committee for Dr. Linda Wolcott (Instructional Technology)
2000-02 Member, Promotion and Tenure Committee for Dr. Kentaro Hayashi (Psychology)
2000-01 Member, Promotion Committee for Dr. Julie Smart (Special Education and Rehabilitation)
2000-04 Member, Promotion and Tenure Committee for Dr. Margaret Lubke (CPO)
2000-2005 Chair, HSRC Space Committee
2000-2005 Chair, CEHS Research Council
1999-04 Member, Promotion Committee for Dr. Hilda Fronske (HPER)
1999-04 Member, Promotion Committee for Dr. Rolayne Wilson (HPER)
1999-04 Member, Promotion Committee for Dr. Mimi Recker (Instructional Technology)
1998-04 Member, Promotion and Tenure Committee Dr. Cyndi Rowland (Special Education and Rehabilitation)
1998 Member, Search Committee, Emma Eccles Jones Distinguished Professor, Early Childhood Education Center
1998-99 Operating Advisory Board Member, Emma Eccles Jones Early Childhood Education Center
1998-99 Advisory Board Member, Emma Eccles Jones Early Childhood Education Center
1997-04 Member, Promotion Committee for Dr. Thorana Nelson (FHD)
1997-98  Member, Search Committee, Dean of College of Education
1997-98  Member, Promotion and Tenure Committee for Dr. Shannon Turner (Psychology)
1997-99  Coordinator, New Faculty Research Grants Review Panel
1996-00  Member, Promotion and Tenure Committee for Dr. Julianne Abendroth Smith (HPER)
1995-04  Member, Promotion Committee for Dr. Grace Huerta (Secondary Education)
1990-Pres.  Coordinator, New Faculty Research Grants Review Panel
1989-2000 Member, Research and Evaluation Management Committee—Interdepartmental Doctoral Program
1989-95  Member, COE Interdepartmental Doctoral Advisory Committee
1994-97  Member, Strategic Planning Committee
1995-96  Member, Ad Hoc Committee for Revision of Interdepartmental Doctoral Program
1994  Member, T. Clair and Enid Johnson Brown Endowment Scholarship Fund Committee
1986-00  Member, CEHS Proposal Review Committee
1994-98  Research Subcommittee Member, Interdepartmental Doctoral Program
1991-92  Member, Utah Career Teacher Scholarship Selection Committee
1990-92  Member, EdD Ad Hoc Committee

**Communicative Disorders and Deaf Education**

2002-03  Chair, Post-tenure review committee for Dr. Beth Foley (ComDDE)
2002-04  Mentor, Dr. Shirley Leew
2002  Member, Search Committee, Tenure-Track SLP (ComDDE)
2001-04  Member, Promotion and Tenure Committee for Dr. Carmel Yarger (ComDDE)
2001-04  Mentor, Vicki Simonsmeier
2001  Member, Search Committee, Faculty Member, Speech-Language Pathology
<table>
<thead>
<tr>
<th>Year(s)</th>
<th>Position and Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000-01</td>
<td>Chair, Post-tenure review committee for Jaclyn Littledike (ComDDE)</td>
</tr>
<tr>
<td>2000-04</td>
<td>Member, Promotion and Tenure Committee for Dr. John Ribera (ComDDE)</td>
</tr>
<tr>
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<td>Chairperson, Evaluator of ComDDE Program</td>
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<td>Chair, Promotion Committee for Dr. Beth Foley (ComDDE)</td>
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<td>1991-01</td>
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<td>Chairperson, Speech-Language Pathology Subcommittee</td>
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<td>Mentor, Dr. Beth Foley</td>
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<td>Committee Member, Northwest Accreditation of Schools and Colleges Department Self-Study Report</td>
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<td>Member, Undergraduate Advisory Committee</td>
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<td>1993-94</td>
<td>Chairperson, Honors and Awards Committee</td>
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<td>Advisor, Honors Program</td>
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<td>1993</td>
<td>Author, Regents’ Review Self-Study Report</td>
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<td>Special Arrangements Committee, SKI*HI Institute</td>
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<td>1991</td>
<td>Author, Mission and Goals Statement for Dept. of Communicative Disorders</td>
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<td>Member, Resource Management Team, SKI*HI Institute</td>
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1990-91  Chairperson, Task Force on Departmental Mission and Goals Statement
1990-91  Member, Task Force on Undergraduate Admissions Criteria and Student Evaluation
1990-91  Member, Personnel Selection Committee, SKI*HI Institute
1989-92  Liaison for University Relations, SKI*HI Institute
1978-83  Chairperson, Speech-Language Pathology Subcommittee
1975-83  Faculty Advisor, Student Speech-Language-Hearing Assn.

**Community**

2002-Pres.  Logan Chamber Music Society – Sponsor Annual Fundraising Dinner
2001-Pres.  Assist disabled person at Logan Nursing and Rehabilitation with literacy needs (library, typing manuscripts)
1992-98  Meet with representatives from Cache County and Logan City School Districts to plan classroom-based language intervention programs for moderately and severely handicapped children.
1989-98  Cooperative program with Head Start Handicap Coordinator. Students in language classes provide assessment and intervention services for children at Head Start.
1986-04  Meet monthly with public school speech-language clinicians and resource teachers to discuss recent literature on language impairment in school-aged children. We call our group TALK (i.e. Talking about Language-impaired Kids). Supervise those professionals who wish to obtain CEUs from ASHA for their participation in this group.
1994-95  Supervise Audra Anderson at Lincoln School in Hyrum for her Clinical Fellowship Year for ASHA Certification.
1982  Presentation to the Logan Junior High Speech Class—Speech and Language Development.
A background check that reveals offenses that have occurred in the previous five years, recent bankruptcies, or unresolved civil judgments may necessitate further explanation to the chartering entity from a prospective charter school board member. Matters or offenses that remain unresolved or unexplained to the satisfaction of the chartering entity may affect the credibility and/or final approval of a charter school application.

WITH THE SIGNATURE BELOW, PERMISSION IS HEREBY GRANTED TO VERIFY ANY INFORMATION PROVIDED ABOVE FOR the Edith Bowen Laboratory CHARTER SCHOOL.

I AFFIRM THAT THE INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]
Applicant's Signature

Subscribed and sworn before me this 3rd day of February Year 2006
County of [County Name], State of Utah
Notary Public
[Notary Seal]
My Commission Expires 10-9-2006
Section 8

Articles of Incorporation & By-Laws
Articles of Incorporation for the organization seeking a charter. Attach a copy of the organization’s bylaws to this application. Bylaws must be adopted in an open meeting.

16-6a-202. Articles of incorporation.

EBLS will remain a unit within the Emma Eccles Jones College of Education and Human Services at USU, and falls under USU’s existing charter created by the State of Utah, (1888), as a university with non-profit status.

USU is defined by statute as “a body corporate and politic.”

USU is regulated by State Board of Regents and our own Board of Trustees.

Currently, EBLS is comfortable under the liability protection of State Risk Management and our employees are part of the state of Utah or USU system of retirement and benefits.
Edith Bowen Laboratory School
A Utah Public Charter School
Bylaws

Article I: Membership

Rules concerning and governing membership in the School are as follows:

Section 1: Membership

Any parent or legal guardian of a minor child of academic age, resident of Utah, may hold a membership in the School when their child has been enrolled at the school following the General Admission Procedures pursuant to Utah State Law and EBLS Governing Board Policy.

Section 2 Term of Membership

The term of membership, shall extend from enrollment at the School to the time when they are withdrawn, or as may otherwise be provided in the Bylaws.

Article II: Governing Board

Section 1: Governance by Governing Board

The Governing Board represents the Edith Bowen Laboratory School by:

- Determining the curriculum as defined by the program interests of the Utah State Board of Education to be promoted at the school;
- To establish and/or approve policy related to public education;
- To promote coordination of programs of mutual interests between the State Board of Education, Utah State University, local school districts, and patrons of the school;
- And to approve plans supported by special appropriation of public education funds.

The Governing Board, shall be seven (7) in number. A quorum of the Governing Board shall be four (4) of the Directors and as such shall be authorized to determine the policies of the School and to transact the business of the School. A simple majority vote of the Board present and voting shall be sufficient to pass on all questions.

Section 2: Election of the Governing Board

Through standing membership of four appointed positions on the Board, the make-up of membership acknowledges: (1) Utah State University’s designation of the school as a unit within the College of Education and Human Services; and (2) the Logan City School District’s service as authorizing agent of the school as an independent Utah Charter School.
The Governing Board’s four (4) appointed positions are as follows: the Dean of the College of Education and Human Services; Associate Dean and Head of Teacher Education and Leadership (TEAL); and two (2) members appointed by the Logan City School Board of Education and Administration. The three (3) elected positions are comprised of two community representatives, one from within the boundaries of the Logan City School District, and one from outside the boundaries of Logan City School District, both serving alternating two-year terms with a three-term limit. One position is held for the school’s PTA president.

Nominations to fill the parent positions are accepted during the month of April for the upcoming school year and are solicited through parent mailings. A ballot is mailed to all active parent members in May. Terms will run from July 1 to June 30.

B. An election committee shall be named by the Chair, with approval of the Governing Board, at each election to handle all nominations, to distribute ballots to all active and members eligible to vote, and to count and report the results of the elections through School correspondence.

Section 3: Effective Date of Elected Directors

The newly elected Board members shall automatically take office beginning the 1st day of the new fiscal year.

Section 4: Limited Terms

The Chair of the Governing Board shall be the Department Head from the School of Teacher Education and Leadership (TEAL), and will serve in this capacity with no term limits.

Community representatives will serve alternating, two (2) year terms, limited to three (3) consecutive terms.

Section 5: Death or Resignation of a Board Member

A. In the event of a resignation of a Board member, he or she shall submit their letter of resignation to the Chair of the Governing Board.

B. In the event of death or resignation of a Board Member, the Governing Board at a duly convened meeting thereof shall have the power to appoint a Board Member to fill the vacancy and such successor member shall serve until the next election. The Board may appoint successors from the list of candidates who failed to be elected to the Board during the election, if such candidates agree to serve. The candidate with the highest number of votes from the results in the election of the preceding election shall be considered first, the others in order of the number of votes received. The Chair of the Board shall contact such candidates to inquire as to their interest and availability.

Section 6: Conflict of Interest
If any person who is a Governing Board Member of the School is aware that the School is about to enter into any business transaction directly or indirectly with himself/herself, any member of his or her family, or any entity in which he or she has any legal, equitable, beneficial or fiduciary interest or position (directly or indirectly) including without limitation, as director, officer, shareholder, partner, and beneficiary, such shall:

A. Immediately inform those charged with approving the transaction on behalf of the corporation of his or her interest or position.

B. Aid the persons charged with making the decision by disclosing any material facts within his or her knowledge that bear on the advisability of such transaction from the standpoint of the corporation;

C. Not be entitled to vote on the decision to enter into such transaction.

Article III: Meetings

Section 1: General Meeting

A meeting of the general membership of the school shall be called to amend the By-laws or as required by Utah Law.

Section 2: Organizational Meeting

The Governing Board of the School shall meet and organize at the first regular meeting after the annual meeting and election. Notice of the place and hour of such meeting shall be given by the Secretary to each member and each member-elect of the Board.

Such organization shall be effected by the election of a Chair from the members of the Board and the setting of dates and times of regular meetings.

Section 3: Regular Meetings

The Governing Board shall hold regular meetings as outlined in School Policy and pursuant to the Utah Open and Public Meetings Law.

Section 3: Minimum Requirement of Quorum

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. A majority vote of those present shall be necessary and sufficient to pass any motion or to take any action of the Board unless the vote of a greater number with respect to the particular subject matter shall be required by law or other Board policy.

Section 5: Discrimination
Meetings shall not be forums for destructive criticism against any organization, whether social, religious, fraternal or otherwise; or against any individual on account of affiliation with any organization whatsoever.

Article IV: Duties of Officers

Section 1: Duties of the Chair

The Chair of the Governing Board shall preside at all meetings of the Governing Board. He/She shall see that the agenda of the Governing Board meetings be prepared and sent out according to School Policy. The chair shall notify and request the presence of persons needed for committee and other reports at such board meetings.

Section 2: Duties of the Director/Principal

A. It shall be the duty of the Director/Principal to be available for all meetings of the School; to be ready at all times to settle any question that may arise for his/her consideration. When the Director/Principal is unable to attend, they shall appoint a designee to act in his/her absence.

B. The Director/Principal shall actively represent and speak for the School in all matters, subject, however, to policies set or established by the Governing Board.

C. The Director/Principal shall appoint committee chairs, subject to approval of the Governing Board.

D. It shall be the duty of the Director/Principal to have the minutes of the meetings of the School and of the Governing Board recorded and to keep other records, including committee reports.

Section 3: Duties of the School Community Council Liaison

One member of the Board shall be appointed by the Chair to serve as a liaison member of the School Community Council.

Section 4: Duties of the Business Manager

A. It shall be the duty of the Business Manager to collect all funds; to keep an account of all disbursements and receipts; to take care of monies belonging to the School; to provide a quarterly financial statement to the Governing Board and fiscal report to the school; to deposit all funds through the school’s fiscal agent in the name of the School; and expend money under the policies established by the fiscal agent to satisfy obligations approved by the Governing Board.

B. The Business Manager shall keep a membership list with current enrollment figures.

C. The Business Manager shall be responsible for the submission of reports and data as required by State and Federal agencies.

Section 5: Duties of the Executive Officers
The Executive officers shall carry out, implement or put into effect those policies, projects or directives as issued by the Governing Board, and must be prepared to make a full report on all activities when called upon to do so by said Board.

Section 7: Duties of the Members of Governing Board

A. The Dean of the College of Education and Human Services shall appoint the Department head from the School of Teacher Education and Leadership to Chair the Governing Board.

B. The Vice-Chair shall preside over the Governing Board meeting in the absence of the Chair of the Governing Board.

C. The Governing Board may replace any of the Executive Officers of the School in the best interests of the School in accordance with the policies and procedures of Utah State University.

D. Members of the Governing Board are expected to attend all the meetings of the Board. Failure to attend three successive meetings shall be reason for the Board to consider and determine if the member shall be released from the Board.

E. In upholding and promoting the objectives of the School, each member of the Governing Board is expected to maintain honorable character, reputation and respect for others.

F. Confidentiality of executive sessions is to be strictly maintained.

G. The Board may remove a board member by two-thirds (2/3) vote of Board Members present and voting at a board meeting, for failure to carry out their duties. The Board may then appoint another member as defined in Article II, Section 2, Paragraph B of the By-laws.

Section 8: Thirty Days of Transfer

A. Board Members whose terms have ended shall have thirty (30) days after the last day general meeting in which to assemble their books and materials and transfer them to the newly elected officers.

B. The Director/Principal shall present to the newly elected members of the Governing Board at the first meeting, a set of all active policies that are in effect by the School.

C. The Director/Principal shall also present a list of all standing committees and their members to the newly elected Governing Board. The newly elected Governing Board has the option to reestablish or allow the same committees to lapse, appoint or reappoint the chairpersons of the same, and assign new members or to keep the same members.

D. Additional committees may be added, and the referenced committees dropped, all as determined by the Governing Board.

Section 9: Duties of Committee Chairpersons
It shall be the duty of each committee chairperson appointed by the Chair to select committee members, hold meetings deemed necessary to fulfill its purpose and to make a full report of its activities to the Governing Board on at least a quarterly basis. When the committee has fulfilled its purpose, it may be dissolved, or continued with new assignments.

**Section 10: Duties of Faculty Advocate**

A representative is elected bi-annually by the school faculty to serve as an “advocate.” This person may attend all Board meetings addressing faculty related issues when requested.

**Article V: Indemnification**

**Section 1: Indemnification of Board Members and Officers**

The corporation hereby declares that any person who serves at its request as a Board Member, Director/Principal, officer, employee, Chair or member of any committee or task force, or on behalf of the corporation, whether for profit or not for profit, shall be deemed the corporation’s agent for the purposes of this Article and shall be indemnified by the corporation against expenses (including attorneys fees), judgments, fines, excise taxes and amounts paid in settlement actually and reasonably incurred by such person who was or is party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of such service, provided such person acted in good faith and in a manner he or she reasonably believed to be in the best interests of the corporation and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Except as provided in Section 3 of this Article, termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create either a presumption that such person did not act in good faith and in a manner which he or she reasonably believed to be in the best interests of the corporation or, with respect to any criminal action or proceeding, a presumption that such person had reasonable cause to believe that his or her conduct was unlawful.

**Section 2: Indemnification Against Liability to Corporation**

No indemnification shall be made in respect of any claim issue or matter as to which a person covered by Section 1 of this Article shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation unless and only to the extent that the court in which such action, suit or proceeding was brought shall determine upon application that despite the adjudication of liability but in the view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which court shall deem proper.

**Section 3: Indemnification in Criminal Actions**

No indemnification shall be made in respect of any criminal action or proceeding as to which a person covered by Section 1 of this Article shall have been adjudged to be guilty unless and only to the extent that the court in which such action or proceeding was brought shall determine upon application that, despite the adjudication of guilt but in view of all the circumstances of the case, such person is entitled to indemnification for such expenses or fines which such court shall deem proper.
Section 4: Other Indemnification

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person may be entitled under the Articles of Incorporation, any agreement, any other provision of these Bylaws, vote of the disinterested Directors or otherwise and any procedure provided for by any of the foregoing, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 5: Period of Indemnification

Any indemnification pursuant to this Article shall:

A. Be applicable to acts or omissions which occurred prior to the adoption of this Article; and

B. Continue as to any indemnified party who has ceased to be a Board Member, officer, employee or agent of the corporation and shall inure to the benefit of the heirs and personal representatives of such indemnified party.

The repeal or amendment of all or any portion of these bylaws which would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnifications provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the corporation to indemnify any person or affect any right of indemnification of such person, with respect to any acts or omissions which occurred prior to such repeal or amendment.

Section 6: Insurance

By action of the Board, notwithstanding any interest of the directors in such action, the corporation may, subject to Section 8 of this Article, purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any person indemnified hereunder against any liability asserted against him and incurred by him in his or her capacity or arising out of his or her status as an agent of the corporation, whether or not the corporation would have the power to indemnify him against such liability under applicable provisions of the law. The corporation may also purchase and maintain insurance, in such amounts the board may deem appropriate, to insure the corporation against any liability, including without limitation, any liability for the indemnifications provided in this Article.

Section 7: Right to Impose Conditions to Indemnification

The corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as the Governing Board may deem appropriate in each specific case including but not limited to any one or more of the following:

A. That any counsel representing the person to be indemnified in connection with the defense or settlement of any action shall be counsel that is mutually agreeable to the person to be indemnified and to the corporation;
B. That the corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified; and

C. That the corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified person’s right of recovery, and that the person to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the corporation.

Section 8: Limitation on Indemnification

Notwithstanding any other provision of these bylaws, the corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the corporation as an organization described in the applicable part of section 501-c of the Internal Revenue Code of 2005 or its future corresponding parts.

Article VI: Surety Bond

The Governing Board may require a bond from any and all of the officers of the School conditioned upon the faithful performance of their duties.

Article VII: Amendments

Section 1: Two-Thirds Majority

Bylaws may be made, amended, or temporarily suspended, when not in conflict with the Articles of Incorporation, by a two-thirds (2/3rds) vote of Active members present and voting at any general meeting as may be necessary for the proper government of the affairs of the School. Any alterations or amendments to the Bylaws shall go into effect and be in force thirty (30) days after adoption at any conference, general meeting or special meeting of the School.

Section 2: Proposals of Changes

A. Active members may make proposals for changes to or deletions from the Bylaws, in writing, to the school Director/Principal as executive to the Board who will then consult with the Board chair for placement on the agenda at least thirty (30) days prior to the next conference, general meeting or special meeting.

B. A copy of the proposals shall be made available to the Active members of this School fourteen (14) days prior to any conference, general meeting or special meeting of this School.

C. During any conference, general, or special meeting, proposed amendments made from the floor by Active members for changes to or deletions from the Bylaws shall not be acted upon until the next following conference, general, or special meeting, provided such meeting be at least fourteen (14) days after the meeting in which the proposed amendments were made.
Article VIII: Robert’s Rules of Order

The rules contained in the current official edition of Robert’s Rule of Order, Newly Revised, shall govern in all cases wherein they do not conflict with the Articles of Incorporation, Bylaws or other established policies of the School.

Article IX: Cooperation

The School shall cooperate with Utah State University, the National Association of Universities and Laboratory Schools, the Utah State Office of Education, and the local school districts.

Article X: Miscellaneous Matters

Section 1: Fiscal Year

The fiscal year of the School shall be from July 1 through June 30.

Section 2: Accounts Books and Minutes

The School shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its board, committees, task forces, general meetings and conferences. Confidentiality of school records will fall under the direction of the Director/Principal as outlined by FERPA.

Section 3: Policy & Procedures

The School will follow the policies and procedures as set forth by its fiscal agent, Utah State University, for the purpose of accounting, human resources, budgeting, and administrative matters.

Section 4: School Property

Property of the School may be assigned, conveyed or encumbered by such officers of the corporation as may be authorized to do so by the Governing Board, and such authorized person shall have the power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the corporation shall be authorized only in the manner prescribed by applicable statute.

Section 5: Designated Contributions

A. The corporation may accept any designated contribution, grant, bequest or devise consistent with its general tax-exempt purposes, as set forth in the Articles of Incorporation. As so limited, donor-designated contributions are accepted for special funds, purposes or uses and such designations generally will be honored. However, the corporation shall reserve all right, title and interest in and to and control of such contributions, as well as full discretion as to the ultimate expenditure or distribution thereof in connection with any special funds, purpose or use. Further, the corporation shall retain sufficient control over all donated funds (including designated contributions) to assure that such funds are used to carry out the corporation’s tax-exempt purposes.
B. The corporation may accept to be custodian of funds for any other organizations in process of becoming a 501-c-3 corporation. The funds shall be returned to such corporations upon request without any further discussion upon receipt of proof of certificate of 501-c-3, or upon proof of rejection.

Section 6: Loans to Board Members Prohibited

No loans shall be made by the corporation to any board member. Any Chair who assents to or participates in the making of any such loan shall be liable to the corporation for the amount of such loan until it is repaid.

Section 7: References to the Internal Revenue Code

All references in these bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 2005, as amended, and shall include the corresponding provisions of any subsequent federal tax laws.

Section 8: Severability

The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event, these bylaws shall be construed in all respects as if such invalid provision were omitted.

Article XI: Official Publication

Section 1: Authorization

The School shall maintain an official publication in which the School shall provide statistical and other information for its members, and in general, publish matters that are of interest and importance to its members.

Section 2: Name

The name of the official publication shall be the “Edith Bowen Laboratory School Annual Report.”
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-1a-508(3)(f)

Admission Policy

Legal Compliance
The school’s admission policy complies with Utah State Law #53A-1a506.5 relating to applications and deadlines for admission to charter school. Admission is not limited based upon ethnicity, national origin, religion, gender, income level, disabling condition, proficiency in the English language or athletic ability. There is no tuition or fees charged for attending Edith Bowen Laboratory School except those allowed by law.

Admissions Process
Edith Bowen Laboratory School will consider for admission all children who reside in the State of Utah and submit a timely application. In compliance with Utah Code, a charter school shall give enrollment preference to children of founding board members, children of teachers employed at the school, and siblings of pupils who will be actively enrolled in the charter school at the time of enrollment of the sibling. Each spring after the application deadline, if the size of the applicant pool exceeds the capacity of a grade level, a lottery will be held and a priority list will be determined. This list will remain until it is extinguished. Openings will be filled first by siblings of existing students. Remaining openings will be filled from the priority list. Each year a lottery will be held to add new names to the existing priority list for each grade level. With the exception of siblings, no new students will be enrolled after October 1st for that school year. Parents who have children actively enrolled in the School and who desire their siblings to be considered for admission must inform the School by formal application. Please refer to the online charter document or the online parent handbook for more detailed information about admissions, policies and procedures.

Appeals Process
Any appeals to the admission process must be made in writing to the Director/Principal of the school. If further review is needed after consultation with the Director/Principal, the item will be put before the Governing Board. The Board’s decisions are final. Failure of a parent to comply with the Edith Bowen Admission Policy, or the willful providing of false or misleading information, shall constitute the basis for denial of admission or termination of enrollment.
SAFE SCHOOL & DISCIPLINE POLICY (as adopted by the Logan City School District)

I. Rationale

Edith Bowen Laboratory School is committed to fostering an environment in the school for students, staff, community, neighbors, and visitors which is safe, conducive to the learning process, and free from unnecessary disruption. A safe school environment includes the school and grounds during school hours, school-provided transportation and school-sponsored activities and events. The following policy and guidelines have been created for this purpose in accordance with Utah State Law (UCA 53A-11-901-909).

II. Definitions

a. School-sponsored activity or event means an activity, meeting, or location sanctioned or supported by the school, including transportation of students in school-owned/leased vehicles.

b. Exclusion means the removal of a student from a school program, but not necessarily from all education services, and includes:
   i. Suspension: a mandatory interruption of attendance or participation in a specific school or program for a period of 10 days or less.
   ii. Expulsion: termination of attendance or participation in a school or program for a period in excess of 10 school days by the local Board of Education (53A-11-905(3)).
   iii. Change in Placement: Alternative placement of a student for disciplinary or for other legitimate purposes.

c. Student means any Utah resident of school age under Utah Code Annotated 53A-11-101(1)(d) and (2).

d. Imminent danger means the appearance of threatened and impending injury which would lead a reasonable and prudent person to attempt an instant defense; something which is threatening to happen at once, something close at hand, something which is close, although not yet touching, or on the point of happening. [Black’s Law Dictionary]
e. Habitually disruptive behavior means frequent or repeated flagrant willful disobedience, defiance of proper authority, or repeated disruptive behavior, including the use of foul, profane, vulgar, or abusive language.

f. Gang means a group of people who form an allegiance and engage in a range of anti-social behaviors that may include violent or other unlawful activity. These groups may have a name, turf, colors, symbols, or distinct dress, or any combination of the preceding characteristics.

g. Remedial discipline plan means a written plan developed by the school in consultation with the student to be disciplined and the parent/legal guardian which may include any combination of the following or any other action discussed by the parties:
   i. Exclusion of the student from school for a predetermined time or until certain conditions are met;
   ii. Specific behavior standards for the student which, when met by the student, allow for designated rights or privileges;
   iii. In-school suspension
   iv. Community service
   v. Restitution for damage or harm.

h. Proactive intervention strategy means a preventive strategy intended to stop or deter problem behaviors before they occur. A proactive or preventive strategy anticipates problem behaviors and uses a predetermined set of consequences (positive or negative) to intervene.

i. Parent means parent or legal guardian.

III. Proactive Strategies for Improving Student Behavior and Limiting the Exclusion of Students from School:

a. The school shall provide parents/legal guardians and students with a written mission statement for the school that should be included in a school procedures handbook and provided to parents/legal guardians.

b. School administrators, teachers, and staff shall use proactive intervention strategies that anticipate problem behaviors before they occur. These strategies may include:
   i. A set of objective rules for the whole school that:
      1. Are clear and specific;
      2. Are stated positively;
      3. Are written and posted in various entry ways and areas in the school;
      4. Are reviewed frequently;
      5. Are included in a school procedures handbook;
      6. Have been discussed with faculty, students, and parents/legal guardians and revised as appropriate; and
      7. Are reviewed by teacher(s), in advisory or homeroom periods or in a school assembly at least annually.
   ii. Feedback systems that consistently inform students of their school-wide behavior. These systems shall:
      1. Include positive feedback for student behaviors;
      2. Inform parents/legal guardians of individual progress; and
      3. Be accurate and frequently updated.

IV. Provisions Governing the Conduct of School-Age Individuals:

a. Students shall:
i. Be given notice of applicable rules of conduct;
ii. Comply with applicable rules of conduct as well as all federal, state, and local laws and ordinances; and
iii. Be civil and respectful to other people and obey persons in authority at the school.

b. Students may be suspended or expelled from a public school for the following reasons and students may not:
   i. Possess, use, sell, or attempt to possess, use, or sell any firearm, weapon, knife, explosive, firework, chemical weapon, flammable material, martial arts weapon or other instrument including those which eject anything, or other material dangerous to persons or property, or any replica or facsimile of any of the above, regardless of intent and whether functional or nonfunctional;
      1. As required by federal law, a student who is found to have brought a firearm (as defined under Section 921 of title 18, US Code) or a real, look-alike, or pretend firearm, explosive, or flammable material under state law (53A-11-904) to school or to a school-sponsored activity or to be in possession of such firearm while at school or when involved in any school-supervised activity shall be expelled from school for a period of not less than one year;
      2. A director/principal, or the director/principal’s designee, may modify the one-year expulsion requirement if the director/principal or review committee determines on a case-by-case basis that a lesser penalty would be more appropriate;
   ii. Cause, attempt, threaten, or conspire to cause damage to personal or real property, or cause, attempt, threaten, or conspire to cause harm to a person or persons, individually or in groups, through:
      1. Arson (UCA 76-6-102)
      2. Burglary (UCA 76-6-202)
      3. Larceny or stealing (UCA 76-6-403)
      4. Criminal mischief (UCA 76-6-106)
      5. Battery
      6. Assault (UCA 76-5-102)
      7. Harassment (UCA 76-5-106)
      8. Vandalism (UCA 76-6-105)
      9. Hazing (UCA 76-6-106)
      10. Participation in any activity which violates an applicable school rule or federal, state, or local law or ordinance, or disrupts normal school proceedings or through threats of participation in any plan or conspiracy relation to the foregoing.
      11. Participation in conduct which threatens harm or does harm to the school, school property, person associated with the school or property associated with such persons
   iii. Commit an offense against an educator when the educator is acting in the course of employment or be subject to an enhanced degree of offense as cited in Utah Code Annotated 76-3-203.2. Crimes against educators are considered to have created an imminent danger under this policy;
iv. Be admitted to Edith Bowen Laboratory School on the basis of having been expelled from any school during the preceding 12 months (UCA 53A-11-904).

V. Procedures for Incidents involving Weapons, Drugs, Alcohol, or Imminent Danger to People or Property:

a. The school director/principal or designee shall determine if the student’s behavior created imminent danger to people or property or if the student’s behavior, despite intent, was in violation of the school’s weapons or drug-free policy.

b. If the student’s behavior created imminent danger or violated the school’s weapons or drugs and alcohol policy, following personal notification to the student and student’s parent/legal guardian, the student shall be suspended according to the procedure outlined below:

i. Immediate student suspension:
   1. The student is suspended until the parent/legal guardian is able to conference with school administrators;
   2. The student shall be prohibited from trespassing on all school property;

ii. The school may only release the suspended student to the student’s parent/legal guardian or other adult designated by the parent or legal authority;

iii. In unlawful or dangerous situations, the student may be released to law enforcement personnel.

iv. A school or school administrator shall make earnest efforts to contact a parent/legal guardian to schedule a conference with the student, the student’s parent/legal guardian, and the school administrator within 24 hours of the exclusion;

   1. During the conference, the administrator shall:
      a. Review the alleged conduct by the student and present the evidence;
      b. Give the student an opportunity to respond and present relevant information or explanations;
      c. Determine whether or not the allegations are true by a preponderance of the evidence, and make a recommendation for action which may include;
      d. If true, the following options are available:
         i. Discontinue or continue the exclusion (suspension or expulsion) for a specific length of time;
         ii. Develop a remedial discipline plan for the student required under Section 53A-11-902(3) which outlines the requirements for reinstatement in the class, school, or school and the school or administration’s evaluation of alternatives to excluding the student from school;
         iii. Outline expectations for parents/legal guardians and the school in the student’s discipline plan and potential reinstatement: i.e. supervision, a behavior contract, continued participation in extracurricular school activities, on-going educational services for the student, take-home or independent study assignments, mandatory school contract or evaluation
iv. Advise the student and the parent about the student’s rights and obligations and the procedures for appeal of an adverse decision.

v. At the conclusion of any exclusionary period, a conference will be held with the student and the student’s parent/legal guardian at which time a behavior contract will be developed by parents/legal guardians, student, school personnel, and other appropriate individuals.

c. The administrator shall document the disciplinary action taken.

VI. Procedures for Incidents NOT Involving Weapons, Drugs, Alcohol, or Imminent Danger to People or Property:

a. An administrator shall provide the student an initial opportunity to explain his behavior prior to suspension. If the immediate suspension is justified the school should proceed.

b. The school administrator shall investigate and document the charges and schedule a conference with the student and parent/legal guardian as soon as possible. The parent/legal guardian will be notified about the impending conference.

c. During the conference, the administrator shall:
   
i. Explain the allegations or violation to the student;
   
ii. Discuss the evidence and provide the student with a reasonable opportunity to respond and present any relevant information;
   
iii. Take appropriate action consistent with findings made by the administrator after review of the evidence and the student’s response, and with applicable school and school policies and state and federal law, including laws or regulations specific to students with disabilities;
   
iv. Advise the student and the parent/legal guardian about the student’s rights and obligations, and the procedures for appeal of an adverse decision;
   
v. Discuss alternatives to suspension with the student and parent/legal guardian for behavior that is neither violent, unlawful, or falls under weapons, imminent danger or drug and alcohol violations;

   1. In school suspension or alternative programs;
   2. Parent/legal guardian supervision of student at school;
   3. Amended schedule;

   vi. If the parent or legal guardian does not comply with the alternative to suspension requirements, the student shall be suspended in accordance with the conduct and discipline policies of the school or school;

   vii. In the event of suspension or expulsion, the student shall be prohibited from trespassing on all school property and attending any school event or activity.

VII. School-Level Hearings:

a. A school administrator may refer any matter to the school’s governing board for hearing if the administrator deems it advisable.

b. If the student or parent/legal guardian does not concur with the school disposition of student misconduct involving weapons, drugs, alcohol, or imminent danger or for student exclusion for a second or subsequent offense not involving weapons, drugs, alcohol, or imminent danger:

   i. The parent/legal guardian may appeal the decision by submitting a written request to the school director/principal within 10 days after receiving notice of the decision;
ii. The director/principal or review committee shall schedule the appeal hearing within 20 days of receiving the parent’s/legal guardian’s request for hearing and shall provide the parent/legal guardian with notice of the procedures to be followed in the hearing;

iii. The director/principal or review committee shall conduct the appeal hearing at the appointed time and place. The school and the student may each be represented by an advocate of its choice;

iv. At the appeal hearing, each party may make statements, question witnesses, and present relevant facts and evidence. The review committee procedures may allow for additional witnesses or affidavits to be presented;

v. The appeal hearing’s conclusion(s) that affect a student’s school attendance shall be decided within two school days following the hearing;

vi. All other issues shall be disposed of in writing within 30 days of the conclusion of the appeal hearing;

vii. These time periods may be waived upon agreement by both parties to the hearing;

viii. The recommendation of the review committee will be submitted to the Board of Education if the recommendation to expel the student is upheld;

ix. Expulsion of a student may only be conducted by the Board of Education;

x. School review committee appeal of an exclusion is the final administrative remedy. If students or parents/legal guardians are dissatisfied with the administrative determination, they may appeal to a court of law.

VIII. Responsibility of Parent or Legal Guardian for Suspended or Expelled Student:

a. If a student is suspended or expelled from a public school for more than ten (10) days, the parent or legal guardian is responsible for undertaking an alternative education plan which will ensure that the student’s education continues during the period of suspension or expulsion.

b. The parent or legal guardian shall work with designated school officials to determine how that responsibility might best be met through private education, an alternative program offered by or through the school, or other alternatives which will reasonably meet the educational needs of the student.

c. Costs for educational services which are not provided by the school are the responsibility of the student’s parent or legal guardian.

d. Each school shall maintain a record of all suspended or expelled students and a notation of the recorded suspension or expulsion shall be attached to the individual student’s transcript (UCA 53A-11-907).

IX. Students with Disabilities: (This represents current Federal Law while Utah Rules and Regulations are currently under revision. Existing Utah Special Education Rules and Regulations must be referenced prior to disciplinary action.)

a. Students with disabilities are those individuals who qualify for special education and related services under Public Law 105-17, the Individuals with Disabilities Education Act (IDEA), and/or under Section 504 of the Rehabilitation Act Amendments of 1973 and/or under the Americans with Disabilities Act of 1990.

b. All students with disabilities enrolled in Edith Bowen Laboratory School are accountable for the same standards of behavior as non-disabled students unless their Individualized Educational Program (IEP) teams have determined that their disabilities prevent adherence to these standards and have agreed upon altered standards on their IEP’s. Because students
with disabilities represent a protected class of individuals, the following general provisions and/or protections apply:

i. **Suspension of students with disabilities for fewer than ten (10) days** – School administration may order the removal of a student with a disability for up to 10 consecutive days for any violation of school rules for which students without disabilities would be removed. During this type of removal, the provision of educational services is not required.

ii. **Suspension of students with disabilities for more than ten (10) days** – Students may be suspended for more than 10 cumulative days per school year for separate instances for which non-disabled students would be suspended. However, such suspension must not constitute a pattern of removal and/or change of placement. Factors such as the length of each removal, total amount of time the student is removed and proximity of removals to each other may lead to a conclusion of placement change. Regardless, beginning with the 11th cumulative day of removal, general and special education services must be provided to the student while on suspension.

1. **Weapons and Controlled Substance Violations**
   a. If a student with a disability carries a weapon to school or a school function, or knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance while at school or at a school function, school administration may order the removal of the student from school. When such a removal is contemplated, it constitutes an imminent change of placement and parents/legal guardians must be notified and provided with a copy of their procedural safeguards under IDEA.

2. **Manifestation Determination**
   a. The student’s IEP team must meet as quickly as possible following the violation to conduct a manifestation determination. This procedure uses evidence from the student’s psychoeducational evaluation(s), school conduct and classroom performance to help identify whether or not the student’s misbehavior was a function of his/her disability.
   i. **Violation Related to Student’s Disability**
      The student’s IEP team must meet to determine an interim alternative educational setting (IAES) to which the student may be removed for up to 45 school days. The team must also conduct a functional behavioral assessment (FuBA) and develop a behavior intervention plan (BIP) if these have not already been accomplished. If a FuBA and BIP have already been completed, the IEP team will review these and make revisions as appropriate. The purpose of the BIP is to reduce or eliminate the likelihood that the behavior causing the removal from school will recur in the interim alternative educational setting and in the student’s school upon his/her return. In an IAES, the student must receive services which allow him/her to progress in the general curriculum and to
advance appropriately toward meeting the goals specified on his/her IEP.

ii. Violation Not Related to Student’s Disability

If the manifestation determination procedure indicates that the weapons or drug violation was not related to the student’s disability, the student may be removed from school on the same basis as would a school without a disability. However, during this removal, the school must provide services necessary to enable the student to progress in the general curriculum and appropriately advance toward meeting the goals set forth in his/her IEP.

iii. Dangerousness

A due process hearing officer may order the removal of a student to an interim alternative educational setting (IAES) for up to 45 days if an expedited due process hearing, s/he determines that the school has demonstrated by substantial evidence that maintaining the current placement of the student is substantially likely to result in injury to the student or others, considers the appropriateness of the student’s current placement, considers that the school has reasonable efforts to minimize the risk of harm in the student’s current placement, determines that the IAES proposed by the school in concert with the student’s special education teacher requirements of addressing the student’s behavior and offering services so that the student can progress in his/her general and special education programs.

The school may continue to seek removal of a student deemed dangerous by petitioning a court of local jurisdiction. This is often referred to as a “Honig Injunction.” The federal Office for Special Education Programs (OSEP) affirmed in DOE Q&A Document, Question 3, 64 Fed. Reg. 12415 (March 12, 1999) that at any time, school officials may seek to obtain a court order to remove a student with a disability from school or to change a student’s current educational placement if they believe that maintaining the student in the current educational placement is substantially likely to result in injury to the student or others.

School officials can report crimes committed by students with disabilities to appropriate law enforcement authorities to the same extent they do for crimes committed by non-disabled students.

iii. In School Suspension – As in school suspension would not be considered a part of the days of suspension previously addressed as long as the student is afforded the opportunity to continue to appropriately progress in the general curriculum, continue to receive the services specified on his or her IEP and continue to
participate with non-disabled students to the extent they would have in their current placement.

iv. Behavioral Interventions – any behavioral intervention to be used with an Edith Bowen Laboratory School student with disabilities must meet the requirements set forth by the Utah State Board of Education Special Education Rules.

X. **Appropriate Use of Physical Restrain in the Enforcement of this Policy:**
The use of physical restraining of students within the context of this policy is only appropriate consistent with federal law, UCA Sections 53A-11-801 and 76-2-401(3), and school policy on corporal punishment.

XI. **Gang-Related Activity:**
   a. School administrators and other school personnel designated by the administration shall have authority to identify student behavior as gang-related and may be allowed under school policy to treat such designated behavior as imminently dangerous to students and staff and follow the procedures outlined under Section V of this policy for disciplining students involved in gang-related activities.
   b. In disciplining students under gang-related provisions, school administrators shall act consistently with and be sensitive to Constitutional protections of freedom of expression and freedom of association.
   c. Students and parent/legal guardians shall be given notice that courts have determined that the parameters of freedom of expression and freedom of association in a public school setting are different than in society generally.
   d. Indices of gang-related behavior or association may include, but are not limited to:
      i. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblem, tattoo, badge, symbol, sign, or other items which evidence membership in a gang;
      ii. Use of name associated with or attributed to a gang;
      iii. Designation of turf or an area for gang activities or occupation or ownership; or
      iv. Any combination of the preceding indices or activities.
Section 10

Parent Complaint Procedures
Procedures to review complaints of parent 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://llwww.usoe.k12.ut.us/sars/rules/NewGrules.pdf for guidance in preparing this section. 53A-1a-508(3)(g)

EBLS will follow procedures as outlined in FERPA in addressing all parent complaints with the exception of procedures for students with disabilities. These will be addressed under the guidelines set by the State under IDEA 2004, [615(c)(2)] Dispute Resolution.

NOTICE OF PARENT AND STUDENT RIGHTS

FAMILY EDUCATION RIGHTS AND PRIVACY ACT (FERPA)

(20 U.S.C., 123g)

The school maintains general education records required by law. A student's school records are private and are protected from unauthorized inspection or use. A cumulative record is maintained for each student from the time the student enters the district until the student withdraws or graduates. This record moves with the student from school to school.

By law, both parents, whether married, separated, or divorced, have access to the records of a student who is a minor or a dependent for tax purposes, as do students who are 18 years of age or older. A parent whose rights have been legally terminated will be denied access to the records if the school is given a copy of the court order terminating these rights.

The principal is custodian of all records for currently enrolled students at the assigned school. Records may be reviewed during regular school hours. The record custodian or his designee will respond to reasonable requests for explanation and interpretation of the records.

Parents of a minor or a student who is a dependent for tax purposes, the student (if 18 or older), and school officials with legitimate educational interests are the only persons who have general access to a student's records. "School officials with legitimate educational interests" include any employees, agents, or Board Members of the school, or of cooperatives of which the school is a member, or of facilities with which the school contracts for placement of students with disabilities, as well as their attorneys and consultants, who are (1) working with the student; (2) considering disciplinary or academic actions, the student's case, or a student's individual education plan; (3) compiling statistical data; (4) investigating or evaluating programs.

Certain other officials from various governmental agencies may have limited access to the records. The school forwards a student's records on request to a school in which a student seeks or intends to enroll with the parent's permission. Parental consent is required to release the records to anyone else. When the student reaches 18 years of age, the right to consent to release of records transfers to the student.
The parent's or students' right of access to, and copies of, student records does not extend to all records. Materials such as by not limited to, teachers' personal notes on a student that are shared only with a substitute teacher and records on former student do not have to be made available to the parents or students.

Students over 18 and parents of minor students may inspect the student's records and request a correction if the records are inaccurate, misleading, or otherwise in violation of the student's privacy or other misleading, or otherwise in violation of the student's privacy or other rights. If the records are not amended as a result of the hearing, the requestor has 30 school days to exercise the right to place a statement commenting on the information in the student's record. Although improperly recorded grades may be challenged, parents and students are not allowed to contest a student's grade in a course through this process. Parents or students have the right to file a complaint with the U.S. Department of Education if they feel that the school is not in compliance with the law regarding student records.

Certain information about a school's students is considered "directory information." This information will be released to anyone who follows procedures for requesting it, unless the parent objects to the release of any or all "directory information" about his child. This objection must be made in writing to the Principal within 10 school days after the issuance of a notice. "Directory information" includes: a student's name, address, telephone number, participation in officially recognized activities and sports, weight and height of members of athletic teams, and awards received in school.

**IDEA 2004 -Dispute Resolution (615(c)(2)) (IV.G-Q)**

The SEA or LEA must make mediation available at any time to resolve disputes involving any matter.

An LEA or SEA may establish procedures that provide parents and schools the opportunity to meet with a disinterested party, when they choose not to use the mediation process.

Resolution of issues in a due processing hearing request resulting from mediation shall be contained in a legally binding agreement that specifies that all discussions are confidential, may not be used as evidence in subsequent proceedings, is signed by both the parent and the LEA, and is enforceable in any court.

Upon a request for due process hearing the LEA must convene a resolution session with the parents and the relevant members of the IEP team in an attempt to resolve the issues in dispute unless the parents and LEA agree in writing to waive such a session or agree to use the mediation process. If the due process issues are not resolved to the satisfaction of the parents within 30 days, the due process hearing timeline commences.

Either the parent or public agency may request a due process hearing with respect to identification, evaluation, or placement or the provision of FAPE provided the alleged violation occurred not more than two years before the date of the complaint.

The statute of limitations does not apply if the parent was prevented from requesting a hearing.
Notice of a due process request must be provided to all parties concerned and a copy forwarded to the SEA. The law contains specific requirements for the content of the notice, and it shall be considered sufficient unless the party receiving the notice notifies the hearing officer in writing. The notice shall not be altered to raise additional issues later unless both parties agree otherwise. Separate issues require separate due process filings.

Additional qualifications for due process hearing officers in terms of knowledge and abilities are specified under the law.

Hearing officer decisions must be made on substantive determination of whether the child received FAPE, unless a procedural inadequacy impeded the child’s right to free and appropriate public education or significantly impeded the parents’ opportunity to participate in the decision making processes.

Either party in a due process hearing has 90 days from the date of the hearing officers' decision to bring a civil action.

The court may award reasonable attorney’s fees to a prevailing party if a request for a due process hearing is frivolous, unreasonable, or without foundation or if an attorney continues to litigate after the litigation became frivolous or without foundation or if the action was presented for any improper purpose.
Section 11

Opportunities for Parent Involvement
**Parent Involvement at Edith Bowen Laboratory School**

In a school focused on excellence, the director/principal and staff realize that parents and the school are closely linked together in the common cause of educating and providing the best for the child. Therefore a climate is created where parents feel welcome and comfortable. A caring atmosphere is established so that parents recognize that the school is a nurturing, supportive place for their child and that they can approach the director/principal, faculty, and staff with any concern.

The administration, faculty and staff are called upon to see the relationship with parents as a partnership in which:

1. Parents have a voice in shaping the school’s educational program, thus understanding and supporting it. In PTA meetings, School Community Council meetings, faculty meetings with PTA leadership present, newsletters, electronic mailings, questionnaires, committees, conferences sponsored by EBLS, conversations, and in other ways, the administration and faculty provide information about the developmental philosophy of the program and the goals involved. Similarly, the administration and faculty seek parent reactions and comments as part of the process of molding and adjusting the program to meet the needs of children.

2. Parents are encouraged to increase their effectiveness in working with their children, both at school and in the home, through their involvement in participation in classrooms, committees, meetings, conferences, etc.

Together a relationship at EBLS is formed and nurtured where all parties share important and divergent experiences in making both school and home a place where young children enjoy success. EBLS is a place where children see their parents and teachers working together and agreeing on their learning goals.

The PTA sends monthly communications to all parents describing special events, programs, and happenings at the school. A calendar of events and reminders may be included.

Teachers provide parents with the opportunity for three (3) SEP meetings throughout the year. These meetings may be individual teacher/parent/student conferences or class “show what you know”. The director/principal may choose to schedule open parent meetings periodically throughout the year to meet with parents, providing them with the opportunity to discuss issues, problems, or inquiries.

Room parents communicate information from the PTA to the classroom teacher, and vice versa, to keep lines of communication channels open. The school has a faculty member serve as PTA representative and meets with them at their board meetings.

Letters and calendars are sent home regularly from both the classroom teachers, and the administration keeps parents informed of a variety of issues. Teachers also send letters home informing parents of specialized class activities and assignments.

A parent handbook and school directory are prepared and distributed each year to families with suggestions of how parents can get involved and help their children with school.
Section 12

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)

The school will be covered under USU’s State Risk Management coverage. (Please see attached certificate.)
## Certificate of Insurance

**Producer:**
Utah State Risk Management  
5120 State Office Building  
Salt Lake City UT 84114  
(801) 536-8500

**Insured:**
Utah State University  
Edith Bowen Lab School  
1445 Old Main Hill  
Logan UT 84322

### Coverages

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**Description of Operations/Location/Vehicles/Special Items:**
Proof of Insurance. Building Value $12,975,300, Contents $489,530.

**Certificate Holder:**
Utah State University  
Job Gilin  
1445 Old Main Hill  
Logan UT 84322  
435 787 1825

**Cancellation:**
Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to give 30 days written notice to the certificate holder. If the certificate holder fails to take such notice, the issuing company shall have no obligation or liability of any kind upon the certificate holder, its agents or representatives.

**Authorized Representative:**
David Smith  
Date 2/16/06

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Agreements with School Districts: Extra-Curricular
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, applicant may describe the school's plan for providing extracurricular opportunities. 53A-1a-508(3)(k)

At this writing, no agreements have been made with the districts; however, EBLS offers a variety of activities before and after school. These may include:
1. Student Council
2. Honor Choir and Ensemble
3. Folkloric Dance
4. Latin Club
5. Chess Club
6. Debate
7. Orchestra

The Boys and Girls Club of Cache Valley also has a site at EBLS, providing a safe, positive environment for children while their parents are at work.
Teacher Qualifications
Qualifications to be required of the teachers. 53A-1a-508(3)(l)

Teachers at the EBLS are expected to participate in and support all aspects of the school's mission. This includes the development and design of curriculum to meet best practice utilizing innovative methods; supervision of USU students through classroom observations, practicum assignments, student teaching, internships, etc.; and collaborating on, and participation in active research in their respective classrooms.

Daily Instruction – 70%
Pre-Service Supervision – 25%
Research – 5%

Teachers are required to hold a current Utah Teaching Certificate, with applicable endorsements (i.e., early childhood endorsement for K-3).

Due to the unique nature of the laboratory school environment, teachers are required to have at least three (3) years of teaching experience prior to working at the school.

A master's degree in elementary education is preferred, but not required at time of hire. Those who do not possess a master's degree must show proof of actively working towards attainment of same.

Teachers are required to follow the State Core Curriculum while integrating instruction of all subjects. Student performance is assessed through state and nationally recognized tests at times throughout the year as designated and required by the state. Individual assessment of students' abilities is also required on a continuous basis throughout the year.
Section 15

Intent To Create A Library
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. 53A-1a -508(3)(o)

The Anne Carroll Moore Library is housed within the school, on the campus of USU, serving the students of EBLS and patrons of USU. The library houses USU’s children and adolescent literature collection.

It is understood that the Anne Carroll Moore Library collection is owned in its entirety by USU, with all funding for said collection being the responsibility of USU.

The students and faculty of EBLS will continue to have full access to, and priority of, the use of the collection.

Staffing of the library will continue to be funded by the EBLS as long as it is financially able to do so. To date, the library is staffed by a full-time, fiscal year media director; a full-time, fiscal year media assistant; and a full-time, academic year technology specialist.

Philosophy:

The Media Center can and should be an integral part of the total learning environment. The Media Center has multiple roles such as: a resource center, a learning center, a teaching center, and a communication center.

To meet the needs of the students, the classroom teacher and the media specialist become partners in the planning, developing, implementing, and evaluating instruction. It is the hope of this Media Center to embody the Mission Statement from Information Power (1988): "The mission statement of the school library media program is to ensure that all students and staff are effective users of ideas and information in all formats."

Objectives:

Our objectives extend to all patrons of the Anne Carroll Moore Library. We are aware of our relationship with the USU libraries and desire to maintain excellence in all that we do. Our objectives are to:

1. Effectively carry out a service program through a media staff that represents a diverse range of professional, technical, and clerical proficiencies.
2. Involve the teaching staff in the media program so that the Media Center might effectively support classroom instruction.
3. Involve the teaching staff and students in the selection of media.
4. Be informed and to keep the teaching staff informed of new and existing media.
5. Provide resource materials to supplement all teaching areas within the school.
6. Provide learning experience in library skills for all students.
7. Assist staff members in scheduling of desired materials.
8. Aid students in selection of media, and to provide readily available materials to students upon request. Also, to arouse in students an interest in books and other materials and broaden this interest through service in a pleasant atmosphere.

9. Make the Media Center available throughout the school day.

10. Encourage students in the use of electronic catalog system and other standard library helps so that they might more effectively use the Media Center.

11. Evaluate and weed the various collections periodically in order to maintain a current and useful media collection.

12. Provide materials within a wide range of understanding, materials on opposing sides of controversial issues, materials representative of many religions, ethnic, and cultural groups.

13. Use standard guides, along with care and reason, in the selection of materials in order to obtain and maintain a comprehensive, well-rounded collection that is appropriate and useful to the users.

14. Plan for future development and expansion of the Media Center in order to provide additional and better services.
Section 16

Administrative & Supervisory Services
The school’s plan for providing administrative and supervisory services. These may include, but are not limited to, roles of instructional leader and curriculum consultant, supervision and improvement of instruction, interpretation of student and school progress and performance, community relations, staff professional development, counseling, employment issues, discipline, student placement, responsibilities for operation and maintenance of school plant, management of school equipment and supplies, preparation and completion of federal and state reports, assistance and support to teachers. 53A-1a-508(3)(p)

The school's administrative and supervisory services will continue to be directed by the director/principal of the school. Decisions related to instruction and curriculum are taken under the advisement of the faculty using a site-based management approach, while following the standards set forth in the State's core curriculum.

Faculty members are assigned to teams relative to their respective grade level. These teams meet once a week to plan and strategize. Team leaders report directly to the director/principal with regular updates.

The EBLS School Community Council will also continue their role at the school, overseeing critical need areas for academic, community relations, staff professional development, and school climate.

In cooperation with the School Community Council, the director/principal will develop a professional development plan to assure that the faculty keeps abreast of cutting-edge pedagogy. Opportunities will also be afforded to them to present at professional conferences when funding is available.

End of level criterion reference testing (CRT) will be used for student assessment, as well as individual student portfolios; writing, reading, spelling, and math continuums; and other resources to measure student progress and ability levels.

Discipline and student placement, are the direct responsibility of the director/principal. Input is taken from faculty and parents prior to class assignments being made. EBLS will follow the procedures set forth in its Discipline Policy, and will adhere to the Safe School Policy as adopted by the Logan City School District.

Employment of faculty and staff will fall under the policies and procedures of USU. All classroom teachers at the school will hold a valid Utah teaching certificate with endorsements in their respective assignments (i.e., kindergarten, early childhood, etc.). Searches for faculty and professional positions will be done on a national level.

The operation and maintenance of the school, management of the school equipment and supplies, and completion of federal and state reports, will fall under the duties of the school's business manager.

USU will continue to support the maintenance of the building and its infrastructure through the Facilities Operations Division.
It is the desire of EBLS to utilize the State's SIS system to track enrollment, lunch, and financial reports. Networking support will be provided by the Emma Eccles Jones College of Education and Human Services at USU.

Assistance and support to teachers will be made available through aides as funding allows. Students majoring in USU’s Elementary Education Program will also offer assistance as a part of their respective assignments.
The school’s fiscal procedures. These may include policies around the governing board's budget process, limits on appropriations, budget reports, the school's policy on making appropriations in excess of estimated revenue, expendable revenue, policy around undistributed reserves, policies around interfund transfers, and policies around emergency expenditures. 53A-1a-508(3)(q)

EBLS will continue under the fiscal management of USU, abiding by all policies and procedures outlined by the Controllers, Budget, and Purchasing Departments. It is understood that funding from the State will be accounted for using state reporting procedures, public education guidelines, Utah State Statute, and generally accepted accounting principles (GAAP). Public Education funds will be used only as permitted and intended by the legislature and State Board of Education.

External audits will be performed on an annual basis.

An initial draft of the budget will be developed by the business manager and submitted to the Governing Board for refinement and review. Approval will then be obtained by the Governing Board.

Budgets are dispersed by the Budget Office, and must be submitted back to the Dean of the Emma Eccles Jones College of Education and Human Services for final review and approval.

Any appropriation that would exceed estimated revenue will be reviewed for alternate sources of funding (i.e., donations, grants, etc.) to assure financial accountability. It is the policy of USU that departments remain fiscally responsible.

Funding received by the State will be kept separate from higher education appropriations, until such time as they are needed for salaries and benefits. All other public education funding will be restricted for the sole purpose of its intended use with no co-mingling of funds with USU.

Undistributed reserves under 10% of the total allocated budget will carry-over into the next budget year, remaining in their line item allocation.

Unrestricted funds may be transferred to another unrestricted account; however, restricted accounts may not be used for expenses outside of their appropriated purpose or transferred to another account. Emergency expenditures may be approved by the director/principal, as long as funding is available. Said expenditures will be reported to the Governing Board during the business portion of its next regular meeting. Emergency expenditures extending beyond available funding must have the approval of the Governing Board.
The school’s policy and procedure regarding employee termination. Policy may include policies on hearings, appeals, dismissal procedures, and necessary staff reductions. 53A-1a-508(3)(r)(i)

Edith Bowen Laboratory School will adhere to the policies and procedures adopted by Utah State University regarding employee termination. The USU Policies Manual is available on the USU Human Resources website (http://www.usu.edu/hr/htm/policies).
Section 19

Employee Evaluation Procedures
The school’s policy and procedures regarding employee evaluation. These may include frequency, components, and staffing for evaluation, remediation, notice, and criteria. 53A-1a-508(3)(r)(ii)

Edith Bowen Laboratory School will adhere to the policies and procedures adopted by Utah State University regarding employee evaluation. The USU Policies Manual is available on the USU Human Resources website (http://www.usu.edu/hr/htm/policies).
Section 20

Employment of Relatives
The school’s policy and procedures regarding employment of relatives. 53A-1a-508 (3)(r)(iii)

Edith Bowen Laboratory School will adhere to the policies and procedures adopted by Utah State University regarding employment of relatives. The USU Policies Manual is available on the USU Human Resources website (http://www.usu.edu/hr/htm/policies).
For conversion charter schools. 53A-1a-504(2).
Explain if the school is total or partial. If a total conversion, provide evidence of having secured the required 2/3 signatures of licensed educators and parents or guardians of the school. If a partial conversion, provide evidence of having secured the required majority signatures of licensed educators and parents or guardians of students at the school. Provide information regarding whether the local school board approved the conversion and how students opting out of the charter school have access to a comparable public education alternative.

Edith Bowen Laboratory School is requesting a total conversion. Support of the conversion has been secured through signature petitions sent to the active parent membership in the fall of 2005. School employee signatures were also secured through petitions.

The school functions independently from the local districts, working with them through memorandums of understanding renewed on a yearly contract to provide WPU funding and some services (SPED, orchestra, testing, and health) to the school.

Because EBLS does not serve as a "neighborhood" school within a school district, students who do not wish to attend EBLS have the opportunity to attend their local district school.
Name of Charter School: Edith Bowen Laboratory School

Chief Administrative Officer or Chair of Governing Board: Kaye Rhees, Principal

Mailing Address: Utah State University, 6700 Old Main Hill

City: Logan  State: UT  Zip: 84322

County: Cache  E-mail: Kaye.Rhees@usu.edu

Daytime Phone: (435) 797-3085  Fax: (435) 797-3668

**Form of Organization**

[ X ] Non-Profit Corporation  [ ] Tribal Entity  [ ] ________________

The governing body of a charter school is responsible for the policy decisions of the school. Please indicate the makeup of this body below.

<table>
<thead>
<tr>
<th>Member Type</th>
<th>Name/Title</th>
<th>Number</th>
<th>Type of Member</th>
<th>Position on Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voting</td>
<td>CEHS Dean</td>
<td>(435) 797-1470</td>
<td>USU Representative</td>
<td>Appointed Member</td>
</tr>
<tr>
<td>Voting</td>
<td>EBLS PTA President</td>
<td>(435) 797-3085</td>
<td>Standing EBLS PTA President</td>
<td>Appointed Member</td>
</tr>
<tr>
<td>Voting</td>
<td>TEAL Department Head</td>
<td>(435) 797-0374</td>
<td>USU Representative</td>
<td>Appointed Member</td>
</tr>
<tr>
<td>Voting</td>
<td>Logan City School District Superintendent</td>
<td>(435) 797-0374</td>
<td>Logan City School District Representative</td>
<td>Appointed Member</td>
</tr>
<tr>
<td>Voting</td>
<td>Logan City School District Board Member</td>
<td>(435) 797-0374</td>
<td>Logan City School Board Member Representative</td>
<td>Elected Member, Determined by Logan City School Board</td>
</tr>
<tr>
<td>Voting</td>
<td>EBLS Parent Member</td>
<td></td>
<td>Parent Representative (living in Logan City School District)</td>
<td>Elected Member 2-Yr Term</td>
</tr>
<tr>
<td>Voting</td>
<td>EBLS Parent Member</td>
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<td>Elected Member 2-Yr Term</td>
</tr>
<tr>
<td>Advisory</td>
<td>EBLS Director/Principal</td>
<td>(435) 797-3085</td>
<td>EBLS Representative</td>
<td>Appointed</td>
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<tr>
<td>Advisory</td>
<td>EBLS Business</td>
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<td>EBLS</td>
<td>Appointed</td>
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<tr>
<td>Manager</td>
<td>Representative</td>
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<tr>
<td>Advisory Advisory</td>
<td>EBLS Faculty Member</td>
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<td></td>
<td>EBLS Faculty Representative</td>
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<td>Elected Member 2-Yr Term</td>
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<tr>
<td>Board Secretary</td>
<td>EBLS Administrative Assistant</td>
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<td>(435) 797-3085</td>
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<td>Board Secretary</td>
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<td>Appointed</td>
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</table>
Target Population

Mission Statement (use only this space):

Through collaborative partnerships, the Edith Bowen Laboratory School will serve the state of Utah and nation as a unique and dynamic educational institution. It will foster a diverse, interactive, and inviting school environment where the community of learners extends from kindergartners to adults. The school commits itself to building capable, life-long learners through developmentally appropriate education, applied research, and innovative educational practices.

<table>
<thead>
<tr>
<th>GRADES SERVED</th>
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</table>

TOTAL NUMBER SERVED: Enrollment cap at all campuses and in all grades combined

<table>
<thead>
<tr>
<th>Sites</th>
<th>Number Operating</th>
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</table>

School Calendar

[X] Standard       [ ] Extended School Year
Instructional Days 180 Start Date: August 22, 2007
[ ] Alternate (please describe in 5 words or less) ________________________________

Complete the following information for each site indicated above. If planning more than one site, attach an additional page with the following information.

Site Name: Edith Bowen Laboratory School, Utah State University

Site Address: 6700 Old Main Hill

City: Logan Zip Code: 84322 County: Cache

Site/Location Description:

The school is located on the campus of Utah State University at approximately 750 North 1000 East, Logan, UT.
Provide information to the following:

A. A description of the school's library or access to a library. The description may include location, size, staffing, and estimates of size and types of collection.

   Please refer to Section 15 of Charter Application.

B. The school's plan for providing administrative and supervisory services. These may include, but are not limited to supervision and improvement of instruction, interpretation of student and school progress and performance, community relations, staff professional development, counseling, employment issues, discipline, student placement, responsibilities for operation and maintenance of school plant, management of school equipment and supplies, preparation and completion of federal and state reports, assistance and support to teachers.

   Please refer to Section 16 of Charter Application.

C. 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 interfund transfers, and policies around emergency expenditures among others.

   Please refer to Section 17 of Charter Application.

D. The school's policy and procedures regarding employee evaluation.

   Please refer to Section 19 of Charter Application.

E. The school's policy and procedure regarding employee termination. Policy may include policies on hearings, appeals, dismissal procedures, and necessary staff reduction.

   Please refer to Section 18 of Charter Application.

If any amendments to the Charter that exists with the Utah State Office of Education are being requested, please describe them here.

None requested.
<table>
<thead>
<tr>
<th>Goal</th>
<th>Specific Objectives</th>
<th>Measurement Criteria</th>
<th>Documentation on How Goals Have Been Achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Improve student learning by providing high-quality instruction and programs</td>
<td>1. a) Reading achievement of individual students will be measured by state and national NCLB requirements. Students will be measured by state and national NCLB requirements.</td>
<td>Progress is reported to parents at regularly held SEP conferences.</td>
<td>Reading achievement is measured by state and national NCLB requirements.</td>
</tr>
<tr>
<td>1. b) Math achievement of individual students will be measured to ensure student progress will be measured by state and national NCLB requirements.</td>
<td>Students will be measured by state and national NCLB requirements.</td>
<td>Math achievement is measured by state and national NCLB requirements.</td>
<td>Math achievement is measured by state and national NCLB requirements.</td>
</tr>
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</table>

Utah State Charter School Board
EBLS Charter School Agreement
| Results recorded in Student Math Continuum.  
| 0%-50% recorded as concept introduced  
| 50%-80% recorded as concept in progress  
| 80%-100% recorded as concept mastered  
| As a norm, math concepts are taught to the  
| whole and addressed until a 75% mastery is  
| attained. These concepts are re-evaluated  
| throughout the year with intervention taking  
| place as needed to meet individual learner's  
| needs and learning styles.  
| Students needing additional learning  
| assistance are referred to STARs program.  
| Special Educational referrals follow if  
| necessary.  
| End of Level CORE testing administered  
| annually. Results are reviewed and analyzed  
| by classroom teachers annually, curriculum  
| adjustments are made to meet individual  
| student instructional needs. Results are  
| recorded and tracked longitudinally by  
| principal.  
| Iowa Test of Basic Skills tests administered  
| annually to 3rd and 4th grade students.  
| Results are reviewed annually by classroom  
| teachers, curriculum adjustments are made to  
| meet individual student instructional needs.  
| Results are recorded and tracked  
| longitudinally by principal.  
| Annual results of testing are reviewed by  
| School Community Council members as part  
| of the School Improvement and Trustland  
| plans.  

1.c. Writing rubric has been developed to  
assist the faculty in achieving writing  
objectives.  

A writing continuum will be used to assess  
progress in each student's writing.  
Materials and in-service has and will continue  
to be provided for professional faculty  
development.  

Kindergarten, first and second grade classes,  
will have more emphasis placed on  
preparation for cursive writing.  
Third, fourth, and fifth grade classrooms will  
emphasize cursive writing skills.  

Assessment and evaluation of student  
progress will be based on multiple means  
such as anecdotal records, observations,  
student projects, criterion-based testing and  
items which align themselves with State Core  
objectives and portfolio concepts.  
Under the writing rubric, a "3" is considered  
mastery. It is expected that 80% of the 5th.
Utah State Charter School Board
Conversion Documents for Existing
Utah State Board of Education Charter Schools

1. To continually improve and assess Social Studies, Science, and Core related areas of curriculum.

grade students will achieve mastery as a norm, by the end of the school year.

1. Student Portfolios are reviewed annually by principal and by classroom teachers. Assessment and evaluation of student progress will be based on multiple means such as anecdotal records, observations, science journals, student projects, criterion based testing and items which align themselves with State Core objectives and portfolio concepts.

Students below grade level receive additional learning assistance from STARs (students at risk) coordinators, referral for Special Education Services if needed.

Progress is reported to parents at regularly held SEP conferences.

K-3 assessments are project based and informal assessments are done; the 4th & 5th grades are expected to demonstrate concept mastery at 70% through written assessments. End of Level CORE testing administered annually. Results are reviewed and analyzed by classroom teachers annually, curriculum adjustments are made to meet individual student instructional needs. Results are recorded and tracked longitudinally by principal.

Iowa Test of Basic Skills tests administered annually to 3rd and 4th grade students. Results are reviewed annually by classroom teachers, curriculum adjustments are made to meet individual student instructional needs. Results are recorded and tracked longitudinally by principal.

Annual results of testing are reviewed by School Community Council members as part of the School Improvement and Trustland plans.

2. Continue to encourage students to develop self-expression through the school’s arts program.

2. Artistic accomplishment within the developmentally appropriate spectrum for each student.

2. School wide assemblies and performances.

Student displays and presentations.

On-going and annual assessment by art mentors, based on State Core curriculum objectives.

On-going and annual assessment by art mentors, based on State Core curriculum objectives and/or national standards are completed for each student. An 80% mastery is expected for art, music, and physical education. An 80% participation percentile is

2. For the past nine years, our arts program has incorporated a research component. This has allowed the school the unique opportunity to refine problem areas, highlight achievement, and work towards a completely integrated approach within the K-5 curriculum.
3. Each year the school participates in a EQP
and provides professional development opportunities.

4. Teachers will attend professional development activities each year.

5. To offer faculty training and professional development opportunities for our students.
GENERAL AFFIDAVIT

STATE OF Utah

COUNTY OF Cache

PERSONALLY came and appeared before me, the undersigned Notary, the within named, Kaye Rhee, who is a resident of Cache County, State of Utah, and makes this her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of her knowledge.

1. I am the principal and executive director of the Edith Bowen Laboratory School, located at 6700 Old Main Hill, Logan, Utah.

2. In the fall of 2005, a majority of the faculty and staff signed a petition in support of the school’s conversion to a charter school.

3. In the fall of 2005, through letters of support with written signatures, the Edith Bowen Laboratory School acquired the signatures of over three-quarters of the parents in support of the school’s conversion to a charter.

4. These letters are on file at the Edith Bowen Laboratory School, and will be made available upon request.

Dated this the 20th day of March, 2006.

[Signature]

Signature of Affiant

SWORN to and subscribed before me, this the 20th day of March, 2006.

[Signature]

NOTARY PUBLIC

My Commission Expires: May 13, 2008
<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Support Conversion</th>
<th>Do Not Support Conversion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson</td>
<td>Juliane</td>
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<tr>
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<td>Analisa</td>
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<td>Barta</td>
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<td>Wallin</td>
<td>Mark</td>
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<td>Wellings</td>
<td>Eleanor</td>
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Utah State Charter School Board

EBLS Charter School Agreement

September 16, 2005

WE NEED TO HEAR FROM YOU!

As you may know, the school is considering converting to a state charter school. In order to move forward with this, we need to have a 2/3 signature vote of the parents. Please cast your vote below and have your child return this paper to the office. If you have already cast your vote, thank you and please disregard this message.

Some common questions:

What is the difference? By converting to a charter status, the school’s funding will be realigned to come directly from the state rather than through the district. It will also entitle the school to receive funding from the state that we have not had access to in the past. The school’s mission, curricula, structure, class sizes, and partnership with the University will remain the same.

With the additional funding, teacher salaries can be brought to an equitable level and the arts program will continue to be funded. We are also hoping to reinstate teaching assistants in the classrooms.

The school will have to support its own special education needs. This means that we will contract some professional services from the districts for testing, occupational therapy, etc., while the resource teaching staff would become school personnel.

Will we become a part of other charter schools in the valley? No, each charter is a separate entity.

Will we still follow the State core curriculum? Yes, under the law, the school will have to continue to teach the Utah Core Curriculum and participate in State testing in the fall and spring.

Will parents have a voice? Under the guidelines for charter schools, a governing board will oversee the direction of the school, functioning much like a school board. This board will be comprised of representatives from the parents, local school districts, community partners, and the University.

In addition to this, the founding board, (those who will write the charter), will be comprised of parent representatives as well. Throughout this process the PTA and School Community Council will also be extensively involved.

Signatures are required by each parent/guardian.

Name (Print): __________________________
Signature: __________________________

Yes, I support the conversion to a charter from the State for Edith Bowen School.

Name (Print): __________________________
Signature: __________________________

No, I do not support conversion to a charter school.

Child(ren): __________________________

{ 149 }
Parent Charter School Petition

We, the undersigned, support the Edith Bowen Laboratory School’s administration in its desire to become a charter school.

<table>
<thead>
<tr>
<th>Name (Please Print)</th>
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<td>Skip Ahlemann</td>
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<td>Frances Wherry Caplan</td>
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<td>Candace R. Merrill</td>
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Section 22

Assurances
Assurances

Please review this form, sign and date it, and include it with your application submission.
UTAH CHARTER SCHOOLS
Assurances

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

A. 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.

B. 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.

C. The charter school gives the Utah State Office of Education or the U.S. Comptroller 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.

D. The charter school will annually provide written evidence of liability and other appropriate insurance coverages, including a description of the levels of coverage and the relationship of these coverages to local and state agency obligations.

E. 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.

F. 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.

G. 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.

H. The charter school will comply with the requirements of the Family Educational Rights and Privacy Act of 1974.

I. 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.

J. 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.
K. The charter school will not expend program funds for any education program, activity, or service related to sectarian instruction or religious worship.

L. 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.

M. The charter school assures that it will not conduct a program of instruction until such time as:

(1) The requisite health and safety standards for the school building have been met according to the local fire and health department inspectors;
(2) Adequate equipment, and materials are available; and
(3) Conditions are adequate to provide for the economical operation of the school with an adequate learning environment.

N. 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.

O. 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.

P. The charter school will employ the use of the Utah State Core Curriculum as the foundation for the instructional program for the school.

Q. 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.

R. 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.

S. The charter school will operate with a written procedure for student suspension and dismissal, including appeal procedures.

T. The charter school will maintain an active parent/guardian involvement process including some formal mechanism for meaningful involvement in site-based decision making.

U. 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.

V. The charter school will operate under the provisions of the Utah Open Meeting Law and adopt bylaws in an open meeting.

W. A copy of the charter will be supplied to interested individuals or groups on request.

X. The charter school will submit an appropriately amended application prior to any material change affecting the purpose, administration, organization, or operation of the school.

Y. A secondary charter school will be accredited or in the process of seeking accreditation.

Z. The charter school will acquire and maintain nonprofit corporate status.
AA. The charter school will follow all state procurement rules.

BB. The charter school will maintain accurate student transcripts.

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): Kaye Rhee
Title (type): Principal
Signature: [Signature]
Date: 02/28/06

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 __Edith Bowen Laboratory School__ Charter School except those allowed by law.

__Edith Bowen Laboratory School__ 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

__Edith Bowen Laboratory School__ 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

__Edith Bowen Laboratory School__ Charter School will have the technology and ability to meet all of the electronic data submission requirements for charter schools.
Nonsectarian Statement

Edith Bowen Laboratory School 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 Edith Bowen Laboratory School 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.

Kaye Rhee, Principal
CAO (please print)
Section 23

Waivers from State Board of Education
Waivers from State Board Rules

No waivers are being requested.
Section 24

Letters of Support
March 27, 2006

TO WHOM IT MAY CONCERN

Re: Support for Edith Bowen School Charter School Application

I have had the opportunity to be associated with the Edith Bowen School at Utah State University for the past several years. From my early Edith Bowen experiences as a level three student at Utah State to my current relationship on the Advisory Board, I have always appreciated Edith Bowen's unique and critical role in public education in Utah. I also value the exceptional educational opportunities afforded to students and parents at Edith Bowen.

Several years ago, I suggested that Edith Bowen might want to explore acquiring charter school status. I recognized at that time that the granting of charter status would most likely result in a loss of funds for Box Elder School District. However, I also anticipated that charter school status might not only benefit Edith Bowen financially but also allow for increased independence as they strive to achieve their mission and further positively impact public education in Utah.

I appreciate the time and effort that have gone into Edith Bowen's charter school application and urge the State Charter School Board and the State Board to approve this application. I believe that this designation not only improves Edith Bowen's status and position, it also allows for an established, long-time successful school to provide leadership and support to other charter schools in Utah.

If you have questions or concerns, please feel free to contact me.

Sincerely,

Martell Menlove, Ph.D.
Superintendent
March 21, 2006

To Whom It May Concern:

I am writing this letter of support for the Edith Bowen Lab School at Utah State University. They are requesting Charter School status from the Utah State Board of Education and I fully support their request.

As Superintendent of Schools in the Cache County School District, I have been affiliated with Edith Bowen for the past ten years. The District had partnered successfully with Edith Bowen for many years prior to my tenure. Edith Bowen is a great school with a wonderful faculty. They have educated many students who live in the Cache District attendance area, as well as in Logan and Box Elder Districts. We desire to continue our partnership in academic areas for the betterment of the students who attend Edith Bowen. We do understand that there are may be a select number of services that will be purchased from the District and we are willing to work through this process.

Our relationship with Edith Bowen has been a very positive one and we look forward to the continuation of this partnership. If you have any questions or need further information, please feel free to contact me at (435) 752-3925.

Sincerely,

Steven C. Norton
Superintendent of Schools

SCN: cw
March 21, 2006

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

To Whom it May Concern:

Logan City School District and Edith Bowen Laboratory School have enjoyed a long lasting tradition of cooperation and support. We endorse their desire to attain charter school status and pledge continued support as both agencies work together to provide the best education for children in Cache Valley.

Sincerely,

Richard J. Jensen
Superintendent
Utah State Retirement Participation Statement
A statement as to whether the school will participate in the Utah State Retirement System. 53A-1a-512(7)(a)

Edith Bowen Laboratory School will participate in the Utah State Retirement System, under the auspices of USU.