

**SUBJECT**

Gem Prep: Pocatello Proposed Charter Amendment

**APPLICABLE STATUTE, RULE, OR POLICY**

I.C. §33-5206(8)

I.C. §33-5205C(6)

IDAPA 08.02.04.302

**BACKGROUND**

Gem Prep: Pocatello (GPP) is a public charter school authorized by the Public Charter School Commission (PCSC). GPP opened in fall 2014 and provides a blended learning academic model. The school currently enrolls grades K-6, with an approved plan to grow into a full K-12 program by the 2022-23 school year. GPP's approved enrollment cap is 366 students.

The board for GPP also governs Gem Prep: Meridian (GPM), Gem Prep: Nampa (GPN), and Idaho Distance Education Academy (I-DEA). The four schools share some common staff members, including their Executive Director, Academic Director, Business Manager, and Operations Director.

GPP and GPM are proposing identical, substantial changes to their governance structures with a goal of enabling them to share resources more effectively while keeping the schools financially, operationally, and academically separate in accordance with statute.

GPP is also proposing a significant enrollment expansion, additional enrollment flexibility, and minor updates reflective of current statute.

**DISCUSSION**

GPP's proposed enrollment expansion would double the approved cap, raising it from 366 to 732 students. Currently, the school offers one classroom per grade level. If the proposed expansion were approved, GPP would enroll two classrooms in each elementary grade.

GPP's academic performance has been mixed. Upon issuance of its 2017 annual performance report, the school was in remediation status for academics. In 2018, its outcomes improved, moving the school into the low end of the good standing range for academics. GPP's proficiency rates are similar to those of the surrounding district, slightly exceeding in math and falling short in ELA.

Because GPP is in its renewal year, a team of three, independent evaluators recently performed a full-day site visit. The team's report reflects incomplete implementation of a key component of GPP's mission, noting that the team did not observe a "high quality, personalized,

relevant, and rigorous education.” The team also noted that personalization of technology use represented an area for improvement.

GPP’s enrollment waiting list has steadily increased over time, and the larger Pocatello/Chubbuck community is expanding, with new residential units being built near the school. New job creation in the area suggests likelihood that this trend will continue.

GPP is currently working with Building Hope to finance a new facility lease. If the financing plan succeeds, the new facility would be large enough to occupy the proposed expansion.

The school’s budget, reflecting the proposed expansion, is based on conservative enrollment benchmarks and costs appear reasonable. The three-year budget relies on \$1.2 million in operational funds drawn from a JKAF grant previously awarded to the Gem Innovations team for the purpose of operating and expanding Gem Prep schools.

GPP is also seeking approval for flexibility of their grade-level enrollment caps, enabling them to adjust for grade-level fluctuations. This is particularly relevant to the personalized learning model because students move at their own pace and thus their age does not always correspond to their grade level placing. For purposes of the annual enrollment lottery, the school would be required to post grade level caps three months ahead.

GPP is also proposing a significant change to its governance structure. The proposed model, which is new to Idaho, would consolidate the boards for GPP, GPM, GPN, and I-DEA into a single non-profit corporation. Under this change, I-DEA would be renamed Gem Prep: Online (GPO). Because I-DEA and GPN are district authorized, the PCSC will not be responsible for approving their involvement in the structural shift.

Each school would maintain separate performance certificates and funds. No funds would be comingled among the schools, and each school would be audited separately in accordance with the law. As designated in their individual performance certificates, GPM and the other three schools would have to meet their own academic, financial, and operational accountability benchmarks.

GPM is proposing this change in order to more effectively share services among the schools, which use the same academic model. Combining resources toward administrative or program costs is permitted in the public charter school replication section of Idaho Code §33-5205C(6). Gem Prep: Online would hire the executive, academic, financial, and operational directors with the intent that GPM, GPP, and GPN would share those services to improve efficiency and help maintain the integrity of the model.

GPP's proposed amendments also reflect minor updates bringing the charter into alignment with current statutory requirements.

### **IMPACT**

If the PCSC approves the proposed amendments, relevant modifications to the performance certificate will be adopted accordingly, and GPP will immediately begin operating under the amended charter and performance certificate.

If the PCSC denies the amendments, GPP could appeal this decision to the State Board of Education, or could decide not to proceed any further.

### **STAFF COMMENTS AND RECOMMENDATIONS**

PCSC policy establishes that schools with an academic accountability designation of good standing or honor are eligible for consideration of expansion proposals. GPP was in good standing on its 2018 annual report and in remediation on its 2017 annual report.

Although GPP is to be commended for its improved outcomes over the past year, the unproven nature of the model and its incomplete implementation as observed by the independent evaluation team indicate a need for additional development prior to expansion. Staff recommends that the PCSC deny the enrollment expansion request at this time, encouraging the school to continue to strengthen its program at GPP and the other Gem Prep schools that are still young and growing. The school may also be invited to resubmit the expansion request once its track record reflects a longer upward trajectory.

Staff further recommends approval of the GPP's proposed charter amendments regarding the change to their governance structure, enrollment flexibility within the existing cap, and updates to better align the document with current statutory requirements.

### **COMMISSION ACTION**

A motion to approve the proposed charter amendment as submitted by Gem Prep: Pocatello related to a change in governance structure, enrollment flexibility while maintaining existing caps, and a charter clean-up to better align the document with current statutory requirements.

A motion to deny the charter expansion request due to weak academic performance and lack of mission fidelity.

OR

**December 13, 2018**

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A motion to deny the proposed charter amendments as submitted by Gem  
Prep: Pocatello on the following grounds \_\_\_\_\_.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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November 8, 2018

Idaho Public Charter School Commission  
Tamara Baysinger, Director  
304 N 8th Street, Room 242  
Boise, Idaho 83702

RE: Gem Prep: Pocatello Charter Amendment

Dear Ms. Baysinger:

Gem Prep: Pocatello (GPP) is submitting the attached request to amend its petition along with supporting documentation. The amendment request consists of several minor, stylistic changes and some more substantial changes (structural reorganization, enrollment flexibility and enrollment expansion).

#### **ENROLLMENT FLEXIBILITY**

GPP's instructional model includes challenging each student at his or her comprehension level. One way GPP does this is by placing students in the grade level of their comprehension, not necessarily in the grade level of their birth year. While this practice keeps students academically challenged, changing a student's grade level placement also creates challenges to keep within the grade level cap.

Gem Prep: Pocatello's proposal will add an additional class to each grade K-12. While the Board proposes a grade-by-grade growth plan that targets 582 students over six years, the Board requests a single K-12 enrollment capacity increase from 366 students to 732. This approach allows the Board to adjust grade-level student numbers, within the 732-student cap, in order to assure availability for all students who wish to re-enroll, in order to place students in the grade level of their comprehension, and in response to market needs. For the purpose of the lottery, no less than three months prior to GPP's application deadline, the Board of Directors will establish the annual school-wide enrollment capacity not to exceed 732 students and an annual enrollment capacity for each grade level.

#### **ENROLLMENT EXPANSION**

GPP's enrollment and wait list has grown every year since its inception. GPP already has more students who want to attend the school than GPP has the capacity to enroll. Further, population growth in the greater Pocatello Community will continue to increase the number of students who desire GPP enrollment. Due to GPP's current enrollment cap, opportunities are limited for students to have a full K-12 GPP experience. On average, 18 of the 24 new kindergarten students each year are siblings of existing students. This creates a narrow opportunity for new families to enroll in GPP.

Until now, GPP has not had the facility space to serve more students. A permanent long-term facility for GPP is under construction. Building Hope has purchased a facility and is renovating 55,860 SF of the 78,000 SF for the use of the school and the remaining space will be for storage and possible future use. Upon completion, GPP will lease the facility from Building Hope.

The increased visibility, accessibility and functionality of the new facility will further increase the demand for enrollment. Students will have more options available to them in the new facility such as a full-size lunchroom and

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gymnasium, a larger library, and a STEM lab. Additionally, in less than two years GPP will be the only brick and mortar charter high school in the community.

In a recent survey, 100% of parents confirmed their intention to continue with GPP through high school graduation. As of November 2018, 55 students stated their intention to enroll in 7th & 8th grade for the 2019-20 school year, despite our original anticipated enrollment of 46 students (current maximum capacity is 60 seats).

The new school location is centrally located to serve both the Pocatello and Chubbuck communities, which have a number of planned developments driving an increased trajectory of student population growth. Most significant is the Idaho Transportation Department's plan to build an interchange (the Northgate Interchange). The Northgate Master Plan project located near GPP will add 10,000 residential units and an estimated 6,000 new jobs. In addition to the new residential units, a 1 million square foot information technology park will be built near GPP. Over 300 residential units are currently under construction within a half mile of the new school facility location.

Pocatello's Superintendent of Schools said that he was aware of the rapid population growth in the Chubbuck area where GPP will relocate and stated the district has been planning ways to address the increase student population in the area around the mall. The superintendent felt that GPP's growth would not have a significant negative impact on the district, given the student population growth in the area.

GPP is well positioned in terms of both facilities and staffing plans to address the expected increase in students in the area. Increasing staff will follow the staffing template of the other Gem Prep schools. At full growth, additional staffing for the expansion will include 7.9 FTE teacher staffing, 5.46 FTE additional paraprofessionals, 1 FTE assistant principal and .5 FTE counselor. GPP's growth and staffing plan will be implemented over a six-year period.

### **STRUCTURAL REORGANIZATION**

GPP proposes a major change to its governance structure. As has been previously discussed with Commission staff, GPP, along with the other Gem Prep schools, is seeking to consolidate all boards under a single non-profit corporation – restructuring our full organization to fit under the new law allowing one board to hold multiple charters. We have been working with both our accountant, Cade Konen with Hayden, Ross Company, and our attorney, Chris Yorgason, over the past year researching how to reorganize under one board. We met with Commission staff to discuss the process that we have devised, which we believe will be satisfactory not only for the Commission but also the State Department of Education, the Internal Revenue Service and any other entities that might be concerned about the reorganization (including lenders and grantors). Upon completion of the reorganization, each school will receive separate state funds, no funds will be comingled between the schools and each school will have a separate audit and separate financial and academic accountability.

Thank you for your review and attention to this request.

# Gem Prep: Pocatello



## Charter Petition

Grades K-12

~~Proposed Opening: Began as an I-DEA program Fall 2014 convert to a LEA~~

Approved August 9, 2016

Primary Attendance Area:

Pocatello School District

*Amendment Submitted: November 8, 2018*

*Charter Submitted by:*

Jason Bransford, Gem Prep: Pocatello Director  
jasonbransford@idahoidea.org

1451 Jessie Clark Lane  
Pocatello, ID 83202  
208.238.1388

### **Non-Discrimination Statement:**

Charter School does not discriminate on the basis of race, religion, color, national origin, sex, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended. Any variance should be brought to the attention of the administration through personal contact, letter, phone, or email.

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# ~~Tab 1: Executive Summary, Mission, Vision, Legislative Intent~~

## ~~Executive Summary~~

Bill Daggett, CEO for the International Center for Leadership in Education, has said that “if Rip Van Winkle woke up today, the only thing he’d recognize is a public school classroom.” Lives have changed. Technology is woven into the very fabric of society in nearly every way. Communication, work, entertainment, etc., have all evolved to include technology. However, Idaho schools have yet to unlock the full power of technology to transform the learning experience for students. The Idaho education landscape lacks examples of schools using innovation to significantly improve the teaching and learning experience for students and teachers. While some schools have introduced technology into the classroom, few are using it to enable relevant, personalized and data driven instruction. The stark reality is that personalized learning, which is adaptive and capable of challenging students at their comprehension level, is in high demand but in short supply in Idaho. Without models demonstrating what is possible, we risk a continuing gap between the education our children receive and the world they will be expected to inherit.

Proficiency in reading, writing, and math has traditionally been the entry-level threshold to the job market, but the 21st century’s global economy will require a workforce with a different set of skills in order to be competitive. Future employees will need a more diverse skillset combining learning skills, literacy skills, and life skills. Students will need to be exceptional critical thinkers, problem solvers, innovators, communicators and collaborators in order to be competitive in tomorrow’s marketplace.

Across the state of Idaho there is an urgent need for more high quality educational options that prepare students for post-secondary success. Although there are some high performing charter and traditional schools, most of these schools are concentrated in a few areas, are overenrolled, and/or have long wait lists. This lack of high quality schooling options is limiting the potential of Idaho’s youth as well as having a detrimental impact on the state’s economy. Idaho currently has the second highest percentage of minimum wage earners in the nation, and one of the lowest percentages of college degrees<sup>1</sup>; ranking 46<sup>th</sup> across the nation in number of high school students matriculating to college<sup>2</sup>, with only 23% of Idahoans completing a bachelor’s degree or higher.<sup>3</sup> These educational attainment rates do not match the needs of the workforce or those of employers. The Idaho Business Exchange Workforce Needs survey has reported that 43% of workers will need a Bachelor’s degree or more to fill the jobs employers anticipate, predicting a shortage of qualified workers in the years to come. According to the Rethink Series Report by the J.A. and Kathryn Albertson Foundation, Idaho needs to increase its share of young workers with a post-secondary degree by 33%. Increasing the supply of high quality educational options is essential, not

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<sup>1</sup> <http://media.spokesman.com/documents/2014/03/minwage-pc-3-25-14.pdf>

<sup>2</sup> National Center for Education Statistics, 2014

<sup>3</sup> *Field Guide to Idaho Education*, Idaho State Board of Education, 2014.

only for the expanding options for young people but for the vitality of Idaho's economy. Gem Prep: Pocatello strives to enable students to set and excel to high standards, to become well-rounded, life-long learners, and to be able to compete successfully in the 21st century global economy.

In a rapidly changing world, data-driven personalized learning is an educational apex; preparing students for an exciting tomorrow, by providing a transformative education which allows students to reach their individual potentials while producing critical thinkers, achievers and life-long learners. Gem Prep: Pocatello is helping fill Idaho's need for effective, dynamic and powerful schools, which prepare students for post-secondary success.

After a great deal of research on best-practices and results-driven educational innovation, the Administrative Team began networking with some of the most highly successful blended learning schools in our nation such as KIPP, Rocketship, Alpha Public Schools, Summit Public Schools, and Rocky Mountain Prep. Having garnered the best practices from these schools, Gem Prep: Pocatello developed a blended learning model which focuses on the personalized nature of learning and the ability to deliver individualized instruction to students.

The Gem Prep: Pocatello model places high performing teachers in the classroom with powerful online learning programs. We are focused on individualized instruction and encouraging advancement at the student's own pace. When students master an educational concept, they are quickly introduced to the next step; advancing at their own level. Additionally, the use of adaptive technology offers the ability for students to encounter material presented in a way that is engaging and meaningful to them, while also providing formative data assessments that provide feedback on the growth and development of each student to the educator. These formative assessments give the educator a fast track to what concepts are being mastered and easily identify areas where additional support may be needed in order to allow the student to truly understand and become skilled in the subject matter.

The situation in the State of Idaho in terms of educational attainment is increasingly worrisome and there is a clear lack of K-12 schools preparing students for the jobs that will be available in the future. As the gap between necessary global workplace skills and current statewide educational outcomes widen, Gem Prep: Pocatello was created to prepare Idaho's students for the world they will inherit.

Success of Gem Prep: Pocatello is defined by the accomplishment of the goals and metrics outlined in ~~Tab 4 (MSES)~~, Education Program section, which academically prepares Gem Prep: Pocatello students who are the heirs to tomorrow's economy.

# Mission, Vision, and Key Elements

## Mission

To prepare students for success in college and professional technical careers by providing a high quality, personalized, relevant and rigorous education through exceptional teaching, innovative uses of technology and partnerships with families.

## Vision

Gem Prep: Pocatello will be a K-12, personalized, college and career preparatory school. Through personalization, and by leveraging best practices in technology, blended learning and online learning the School engages students in 21<sup>st</sup> century work, using competencies necessary for productive lives as citizens in a dynamic, increasingly competitive global world.

The School will graduate students who are:

- College and career ready
- Problem solvers
- Life-long learners
- Self-motivated
- Responsible citizens

## Key Elements

Gem Prep: Pocatello is grounded in 21<sup>st</sup> century learning and innovative school practices.

- **High Expectations and Rigor:** The School's focus is on 21<sup>st</sup> century learning and critical thinking skills, as well as Common Core-alignment. Personalized learning does not effectively benefit students if students are working with content that is below their capacity. The quality and rigor of student work is framed by competency-based standards planning and challenging learning objectives and assessments. Gem Prep: Pocatello believes all students can learn at the very highest levels and they will continually revise their work and improve their skills. Gem Prep: Pocatello will prepare all students for a post-secondary education, by offering dual credit during high school and an alignment of our curriculum with Common Core standards.
- **Personalization.** The blended learning, personalized instructional model is built on the belief that each student brings unique strengths and challenges to their learning experience and must be supported accordingly. The instructional model is built on the belief that each student brings unique strengths and challenges to their learning experience and must be supported accordingly. Personalized learning includes working in adaptive online learning programs, working toward informed post-secondary goals, and utilizing flexible time at the secondary level for self-directed learning.

- **Data.** The School is grounded in the importance of using data to drive instruction, and uses formative assessment and other data to continually adjust instruction and necessary interventions.
- **Innovation.** Gem Prep: Pocatello believes strongly in the importance of continual improvement and innovation. The organization will constantly review performance data and make adjustments to the school model as necessary.

## Community Need and Interest

Since opening in 2014, Gem Prep: Pocatello's (GPP) enrollment and waitlist have grown each year. After 5 years of service to the community, GPP is preparing to begin its secondary program with the addition of grades 7<sup>th</sup> and 8<sup>th</sup> in August 2019. The school will relocate to a more central location to serve both the Pocatello and Chubbuck communities, with easy commuter access to major thoroughfares and freeways. This move will significantly impact the school's visibility and accessibility to the public at a time when the community begins an development and population boom.

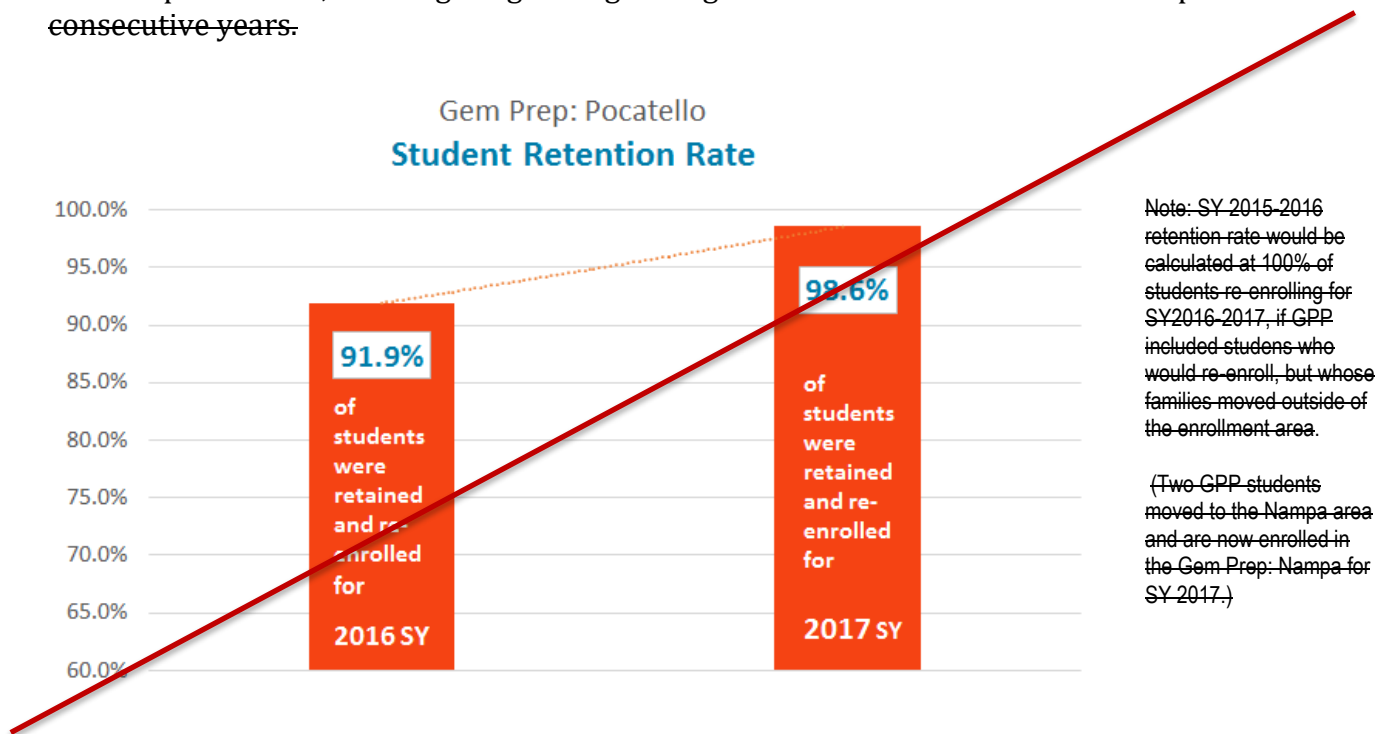
The new school location is centrally located to serve both the Pocatello and Chubbuck communities, which have a number of planned developments driving an increased trajectory of student population growth. Most significant is the Idaho Transportation Department's plan to build an interchange (the Northgate Interchange). The Northgate Master Plan project located near GPP will add 10,000 residential units and an estimated 6,000 new jobs. In addition to the new residential units, a 1 million square foot information technology park will be built near GPP. Over 300 residential units are currently under construction within a half mile of the new school facility location.

Pocatello School District 25 is the fourth largest school district in Idaho. With Idaho schools ranking one of the lowest nationally in dollars spent per student on education, school districts statewide are taxed, endeavoring to make the most of each dollar to meet the ever-increasing demand to improve, innovate and prepare students for the developing global marketplace in which they will be asked to compete.

The Pocatello/Chubbuck community has a significant interest in charter schools. Charter schools enrolled ~~892~~ 1073 students in ~~2018~~15, leaving an additional ~~360~~ 576 students on local charter schools' waiting lists. An additional high quality educational choice for students in the Pocatello/Chubbuck region is greatly needed; one which serves students on an individualized basis utilizing innovative technology.

~~Gem Prep: Pocatello is helping to fill this need by providing another educational option for parents wanting a high performing school for their children. As a program under the I-DEA charter, Gem Prep: Pocatello has been in operation since 2014. Currently, Gem Prep: Pocatello has 116 students who have completed enrollment for 2016-2017, with an additional 41 students on the wait list. Grades kindergarten through third grade are at full enrollment. The program served 43 (K-1) students in 2014-2015 and 72 (K-3) students in 2015-2016, providing individualized attention and growth opportunities which students may not have been able to receive within the school choices in the local area. The chart below~~

reinforces the community need for the unique blended learning model available through Gem Prep: Pocatello, showing a high and growing enrollment retention rate for the past two consecutive years.



Expected final enrollment for 2016-2017 is a total of 126 students in grades K-4. At its peak anticipated enrollment of 312 students in K-12<sup>th</sup> grades, Gem Prep: Pocatello is uniquely qualified to provide another high performing school option to the local community. The continued high retention rate along with the completed early enrollment and waiting list numbers indicate a community demand for the blended learning model. Another quantifier, pointing toward community interest and need for the high school blended learning model within the Pocatello area, is a recent parent survey. After informing parents about the Gem Prep: Pocatello 7-12<sup>th</sup> grade model, one hundred percent of parents surveyed confirmed their intentions of continued enrollment through the 12<sup>th</sup> grade. One hundred percent of responders also believe that Gem Prep: Pocatello offers a unique program which is not duplicated in the attendance area.

The Gem Prep: Pocatello high school blended, flex model is unique to the Pocatello attendance area, as well as to the state; incorporating a blend of face-to-face classes, online classes, dual credit classes and virtual classes all facilitated from the school campus. Gem Prep: Pocatello is not considered a virtual school, as virtual options are only one component of the program as a whole. Inherent in the Gem Prep: Pocatello model is the ability for students to access high quality teachers in any given subject without regard to the campus location through real-time virtual classrooms. The program will enable students in Gem Prep: Pocatello greater access to quality teachers from multiple regions around the state, because the hiring candidate pool is not limited to a 30+ mile radius around one particular enrollment area.

## Founding Team Leveraging Experience & Success

Gem Prep: Pocatello is operated by a seasoned charter school leadership team with over 12 years of experience managing several Idaho schools: Idaho Distance Education Academy (I-DEA), Gem Prep: Meridian and Gem Prep: Nampa. The team is augmented by a governance board which provides expertise in all of the functions and areas needed to run a successful school. The chart below outlines the experience and areas of expertise of the school's board and founding team.

~~Gem Prep: Pocatello's administrative team has successfully lead Idaho Distance Education Academy's online learning environment for over a decade, and has taken I-DEA into the Idaho Five Star rating arena. The Team has a demonstrated track record of preparing students for success in college and professional technical careers. Through a continued focus on excellence in education, these same leaders' successes include the following accomplishments:~~

- **GPP Program History.** Since 2014, I-DEA has developed and implemented a face-to-face campus program, utilizing the knowledge and practices learned through I-DEA to transition a way to meet the needs of students who desire a more individualized, adaptive, face-to-face educational program.
- **GPP Academic Progress.** Gem Prep: Pocatello administered the NWEA national MAP academic growth assessment to K-2 students in the 2015/2016 school year. This assessment is administered in over 5,000 school districts nationwide. GPP's kindergarten class performed in the 74<sup>th</sup> percentile for growth nationally in reading and the 95<sup>th</sup> percentile in math achievement. The first grade class performed in the 95<sup>th</sup> percentile in achievement in reading, and the 99<sup>th</sup> percentile for academic growth in math. GPP's second grade class performed in the 93<sup>rd</sup> percentile nationally in achievement in reading and the 99<sup>th</sup> percentile for academic growth in math. Preliminary spring 2016 ISAT results show that Gem Prep: Pocatello 3rd grade students scored 21% above the state average in ELA and 4% above the state average in math.
- **GPP High Parent Satisfaction Rates.** March 2016 data shows a high rate of satisfaction and participation, with 100% of parents volunteering with the program both during and outside of school hours. Gem Prep: Pocatello engages parents as partners, and finds unique ways for all parents to be included. Parents may count sessions such as back to school night, parent/teacher conferences, student performances, field trips, bus ridership, etc., all as volunteer opportunities. In the April 2016 parent satisfaction survey, 91% of parents responded that Gem Prep: Pocatello administrators have created an environment conducive to student learning, with 83% stating that their students enjoy going to school and 72% of parents visiting the campus at least on a monthly basis.
- **I-DEA Official "Go On" School.** Since 2011, I-DEA has been rated a "Go On" school by the J.A. and Kathryn Albertson Foundation.

- **I-DEA High SAT.** Every year since the SAT has been proctored statewide, I-DEA has been in the top 10 of all schools statewide.
- **I-DEA Dual credit success.** Each year, over 80% of I-DEA graduates have completed at least one college course and 20% of graduates leave I-DEA with an associate’s degree.

Gem Prep: Pocatello is operated by a seasoned charter school administrative team which has 11 + years of experience managing I-DEA, with governance from a Board which provides expertise in all of the functions needed to run a successful school.

The chart below outlines the experience and areas of expertise of our Board and administrative team.

Team Member	Finance	Educational Program	Education Innovation	New School Start-up	School Facilities	Governance & Law	Operations	Community Outreach	Development/Fundraising	School Administration	Distance Learning	Special Populations	Technology and Data	Board Member
<b>Jason Bransford, Director</b>	X	X	X	X		X		X	X	X	X	X		
<b>Barb Femreite, Business Manager</b>	X			X	X	X	X		X		X			
<b>Josh Femreite, Operations Administrator</b>			X	X	X		X				X		X	
<b>Laurie Wolfe, Academic Administrator</b>		X	X	X						X	X	X	X	
<b>Jill Call</b>		X	X											X
<b>Shana Codr</b>		X						X				X		X
<b>Allison Akhnoukh</b>			X	X			X		X	X				X
<b>Bonnie Freytag</b>								X						X
<b>Murray Stanton</b>						X	X							X
<b>Dennis Turner</b>				X		X	X	X						X



Roger Stewart		X	X			X		X			X	X
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The board and administrative team has a contagious passion for education, a passion that ignites educators and students alike, and has a keen ability to transform their passion into consistent, measureable results. We realize that the ultimate success as educators is not only measured by immediate student outcomes, but also by the essential preparation of students for the purpose of inheriting and succeeding in the future global economy.

*Please see Appendix D-1 for Board Resumes and D-4 for Administrative Team Resumes.*

## Legislative Intent

~~Gem Prep: Pocatello’s vision and mission further enforces our focus on the legislative intent for public charter schools (Idaho Code 33-5202) as we seek the following objectives:~~

- ~~1. Gem Prep: Pocatello’s K-12 personalized and online curricula has increased the learning opportunities for all students by offering these specialized programs through Idaho’s public school system. The programs focus on enriching student learning through increasing rigor and educational opportunities and choice as well as critical thinking.~~
- ~~2. Gem Prep: Pocatello provides parents and students with expanded choices in the types of educational opportunities available within the public school system. Gem Prep: Pocatello offers its community a school of choice where choice and college preparation are at the heart of its philosophy and teaching.~~

~~The Board of Gem Prep: Pocatello operates and oversees Gem Prep: Pocatello with the intent to:~~

- ~~1. Use data to improve student learning;~~
- ~~2. Utilize personalized and blended learning;~~
- ~~3. Increase learning opportunities for all students, with special emphasis on expanded learning experiences for students;~~
- ~~4. Include the use of innovative teaching methods;~~
- ~~5. Ensure differentiated instruction with research based materials, online learning opportunities, and teaching strategies shared between teachers and parents;~~
- ~~6. Create new professional opportunities for teachers;~~
- ~~7. Provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system;~~
- ~~8. Hold the school established under this charter accountable for meeting measurable student educational standards. (Excerpt of Idaho Code 33-5202).~~

## ~~Tab 3~~-Educational Programs and School Goals

### An Educated Person in the 21<sup>st</sup> Century

An educated person in the 21<sup>st</sup> Century is prepared to use technology appropriately and strategically to solve problems, find information, evaluate sources, make connections, forge deeper understandings, and effectively communicate with others.

An education person in the 21<sup>st</sup> Century asks and answers challenging questions, solves problems, and reflects critically on their work and performance to inform future progress.

An educated person in the 21<sup>st</sup> Century demonstrates self-management and self-awareness. They demonstrate resilience and perseverance when faced with challenges. They acknowledge when they need assistance and when they can be of assistance to others.

An educated person in the 21<sup>st</sup> Century understands and acts upon their responsibility to the larger community. They are able to listen respectfully, work through challenges, and collaborate productively with others from different backgrounds, experiences and perspectives.

### How Learning Best Occurs

Gem Prep: Pocatello's objective is to build and foster a community of learners which view education as not confined to the traditional four walls of a classroom; but rather, as an exchange of knowledge and ideas through technology, effective curriculum, effective instruction and personal relationships.

Gem Prep: Pocatello's core educational philosophy is that learning occurs when:

- learners construct meaning;
- learners are actively engaged in purposeful tasks;
- learners are expected and encouraged to learn;
- activities are integrated and meaningful;
- learners see themselves as part of the community and find ways to serve the community;
- learners see the connection between what they learn and the real world;
- learners are provided with support as an intrinsic part of the educational program;
- learners have challenging learning opportunities.

Gem Prep: Pocatello will graduate students who are:

- College and career ready
- Problem solvers
- Life-long learners
- Self-motivated

- Responsible citizens

## Educational Program and Goals

In developing an initial school model, the administrative team and Board sought to incorporate successful best practices from its virtual school (I-DEA) as well as high performing charter schools across the nation. The team has been influenced by the success of high performing blended learning schools such as Rocketship, KIPP LA, Summit Public Schools, Alpha Public Schools, Rocky Mountain Prep and others. At the same time, the school model created is unique to Gem Prep: Pocatello, as it strives to meet the needs of the target student population and work within the Idaho operating environment.

Differentiated from what has traditionally been referred to in the current educational landscape as blended learning, the Gem Prep: Pocatello model pivots strongly on personalization. Students are enabled to progress through curriculum at their own pace while still enjoying meaningful community with their peers, who may be at a completely different academic level on any given subject.

The table below summarizes the origins of each component of the models described below:

<p><b>Component of current I-DEA model</b></p>	<ul style="list-style-type: none"> <li>• Offline curriculum (K-12)</li> <li>• Some online curriculum selections</li> <li>• Assessment cycles and data driven instruction</li> <li>• Dual enrollment</li> <li>• Learning Management System</li> <li>• Single subject acceleration model (students working ahead of grade level when ready)</li> <li>• 7-12 asynchronous statewide instruction model</li> </ul>
<p><b>Practice drawn from other high performing school models</b></p>	<ul style="list-style-type: none"> <li>• K-6 in classroom rotational model (including multi-age grouping for core Math/ELA content)</li> <li>• 7-12 Flex Model</li> <li>• Some online curriculum selections</li> <li>• Staffing model</li> <li>• Principal residency model</li> <li>• Actionable data reporting for teachers to inform instruction</li> </ul>

The key components of our model are as follows:

- ~~**High Expectations and Rigor:** Gem Prep: Pocatello has a focus on 21<sup>st</sup> century learning and critical thinking skills. Students are pushed to do the very best they can do. The School believes students can learn at the very highest levels and that they will~~

~~continually revise their work and improve their skills. Students will be prepared for a post-secondary education, including dual credit during high school and an alignment of our curriculum with Idaho Core. Gem Prep: Pocatello's graduation requirements meet or exceed that of the state.~~

- ~~● **Personalization.** The School's instructional model is built on the belief that each student brings unique strengths and challenges to their learning experience and must be supported accordingly. Personalized learning includes working in adaptive online learning programs, working toward informed post-secondary goals and utilizing flexible time at the secondary level for self-directed learning. Pathways are available for students to pursue professional technical careers, careers for which traditional college is necessary, or a combination whereby students obtain technical certificates, which allow a student to self-fund their college education. The path of learning will look different for each student, as it is tailored to his or her needs. In the K-6 model, students use a blended learning rotation model, and the 7-12 model will use a flexible blended learning model. Differentiated instruction will occur at these pathways—online adaptive instruction, as well as elective courses. Teachers will also do targeted small group instruction as a form of intervention and acceleration.~~
- ~~● **Data.** Gem Prep: Pocatello is grounded in the importance of using data to drive instruction. The School uses formative assessment and other data to continually adjust instruction and necessary interventions.~~
- ~~● **Innovation.** Very much related to the above, Gem Prep: Pocatello believes strongly in the importance of continual improvement and innovation. The organization will constantly reviews performance data and makes adjustments to the school model as necessary.~~

The program at Gem Prep: Pocatello is a hybrid model, and will have blended learning at all levels. The Christensen Institute defines blended learning as: “a formal education program in which a student learns: 1) at least in part through online learning, with some element of student control over time, path and/or pace 2) at least in part in a supervised brick-and-mortar location away from home 3) and the modalities along each student’s learning path within a course or subject are connected to provide an integrated learning experience.”<sup>4</sup>

Gem Prep: Pocatello identifies that while there are no large-scale, rigorous peer reviewed research studies currently available due to the fact that blended learning is considered somewhat new to the education landscape, the school has patterned the specific educational model after high performing blended learning schools in other states. These schools have demonstrated strong academic results and have considerable experience in implementing blended learning.

As with most innovation, Gem Prep: Pocatello realizes that adjustments and improvements are often necessary as these ideas are tested and put into practice in real-world settings. Gem Prep: Pocatello is committed to evaluating the academic impact of the blended learning instructional model and making any necessary adjustments in order to meet all academic goals. The School is committed to vigilance in ongoing assessments,

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<sup>4</sup> <http://www.christenseninstitute.org/key-concepts/blended-learning-2/>

evaluations and adjustments to facilitate successful student outcomes. We understand that newness, in and of itself, does not make something valuable, just as status quo does not always make something successful.

*Please see Appendix R-1 for information on adaptive blended and online learning.*

## School Goals

Gem Prep: Pocatello has the following educational goals.

School Goals	As Measured By
1. Students will be prepared for success in college and/or career upon graduation from high school.	<ul style="list-style-type: none"> <li>○ ISAT Scores</li> <li>○ SAT, ACT or Compass Scores</li> <li>○ The number of students who pass their dual credit courses with a grade of “C” or better</li> <li>○ Graduation Rates</li> <li>○ College graduation rates</li> </ul>
2. Students will participate in personalized learning experiences that are tailored to their individual needs and that give them significant choice in their learning, which will result in technologically capable young people who are self-motivated, lifelong learners.	<ul style="list-style-type: none"> <li>○ Benchmark Assessments</li> <li>○ Adaptive online assessments</li> </ul>
3. Teachers, students, and school leaders will use data to drive instruction and to improve learning outcomes, including implementing innovative new strategies and making adjustments to the school model.	<ul style="list-style-type: none"> <li>○ Student Surveys</li> <li>○ Narratives from Teachers and School Leaders</li> </ul>
4. Gem Prep: Pocatello will be a welcoming, safe, and inclusive school community.	<ul style="list-style-type: none"> <li>○ Average Daily Attendance rates</li> <li>○ School culture survey</li> <li>○ Parent Volunteering rates</li> </ul>

~~Please see Tab 4: MSES for methods of measuring goals, collecting data, monitoring progress and annual reporting of goals.~~

## K-6 Instruction

Gem Prep: Pocatello’s K-6 blended learning model utilizes a classroom rotational model that enables students to gain exposure to whole group, small group and independent (both online

and offline) instruction. Gem Prep: Pocatello uses multiple instructional delivery pathways to optimize student acquisition and mastery of clearly defined standards and goals. Methodology used contains a combination of teacher created and curated content; which includes both small group instruction and adaptive online learning programs.

A daily instructional experience typically includes:

- **Whole group instruction.** Each block begins with teacher led whole group instructions introducing the focus for the day's lesson and providing an opportunity for students to work in heterogeneous groups.
- **Teacher led small group instruction.** The classroom teacher will work with a small group of students. The focus is on skill building with targeted support based on each individual student's needs. The teacher has instant access to each student's data and is able to tailor the small group instruction based on the real-time data from each student. The teachers utilize the data from the adaptable online programs and assessments to meet each student where they are, to determine where they need to be, and to develop and implement guided learning plans which promote student achievement and success.
- **Independent reading.** Gem Prep: Pocatello believes strongly in the importance of frequent independent reading as a way to promote fluency and foster a love of learning. During this station students select appropriately leveled texts from the classroom library or online library.
- **Adaptive online curriculum.** Students work independently with online curriculum. The online curriculum is personalized to each student and "adapts" based on historical performance. In addition, teachers are provided with data from the programs that they can use to inform whole and small group instruction. Examples of the types of online curriculum that may be used are DreamBox math, TenMarks math, ThinkCerca for argumentative writing. The adaptive curriculum enables students to be challenged every day in a dynamic learning environment. In any given class there may be students working in subject content below grade-level, on grade-level or two to three levels above their own grade level; while still being involved with their peers developing a strong sense of community within the class as a whole.
- **Small groups.** Students work independently on projects and activities that reinforce the core skills being taught during the teacher led small and whole group instruction. During independent learning time students work on adaptive learning software, online assignments and/or playlists. Online assignments may be assigned by the teacher or by the adaptive software program to personalize each students learning. Initially this work may be more independent. However over time, and with support from the Paraprofessional and/or volunteers, students will begin to work more collaboratively on projects.

*Please see Appendix R-2 for a diagram of the different learning modalities in K-6.*

## 7-12 Instruction

The 7-12 model is not a virtual school model. It is a blended learning flex model with one of the components being virtual classrooms accessed from the Gem Prep: Pocatello school campus. The model will be driven by the following:

- **Sharing of highly qualified teachers across the state.** A cornerstone of the Gem Prep: Pocatello secondary school model is the sharing of teachers across all Gem Prep schools. Core subjects will be taught synchronously across the state with some students in person with the teachers while others access the lesson via live telecast with a paraprofessional providing supervision. All paraprofessionals\* will be highly qualified and possess the academic knowledge and skills to support students in each subject in which they supervise far end students (students on the receiving end of the telecast). Far end students will have the ability to interact with the certified teacher during the live telecast. They will also be able to ask questions and send messages via a chat feature to the certified teacher before, during and after class, write on a virtual whiteboard, participate in class discussions, and ask and answer questions from peers around the state. Certified teachers will also have online office hours during the week so that students can receive additional help, ask questions or clarify their understanding of course material with the teacher. In addition to ensuring students across the state have access to highly qualified teachers in each subject area, this model ensures financial sustainability by enabling teacher staffing to be spread across three smaller schools.
- **Early access to college courses and interest driven electives.** Students will be encouraged to enroll in dual college credit courses both online and in person at local universities. Students across the entire 7-12 continuum will have access to over 200 courses through partnerships with Idaho Digital Learning (IDLA). In addition, high school students will have the opportunity to enroll in a vast array of courses at local universities. This program component also supports financial sustainability by reducing the number of students (particularly in grades 11 and 12) who require direct instruction and supervision on a daily basis.
- **Blended Learning: Flex Model:** Instead of the Rotation Model used at the elementary level, the 7-12 level will utilize a Flex Model. The Christensen Institute defines a Flex model as:

“a course or subject in which online learning is the backbone of the student learning, even if it directs students to offline activities at times. Students move on as individually customized, fluid schedule among learning modalities. The teacher of record is on site, and students learn mostly on the brick- and-mortar campus, except for any homework assignments. The teacher of record or other adults provide face-to-face support on a flexible and adaptive as-needed basis through activities such as small-group instruction, group projects and individual tutoring.”

Gem Prep: Pocatello’s flex model is designed to mentor and encourage students to develop clear educational goals and expectations for achievement; and to simultaneously support students in their learning processes.

By individual design encompassing a variety of education tools (virtual classrooms, dual credit courses, on campus face-to-face instruction, fluid schedules, study blocks, etc.) students are able to create an education framework that meets their personal skills, abilities and interests, and which facilitates their progression toward their own goals. Gem Prep: Pocatello will use a broadcasting system to telecast live classes to other regions across the state. A natural byproduct of the Gem Prep: Pocatello's personalized flex model is that students become adept in self-management, time-management, goal setting, and distance communication; all skills they will need for their future post-secondary academic and career pursuits.

#### \*Paraprofessional's Role within the Flex Model

The paraprofessional's role during synchronous instruction is to ensure that the technology is working for the far end students so that they may actively participate in class with their peers around the state. Paras may also assist individual students who need additional support during in class instruction. Paraprofessionals will proctor quizzes and tests under the certified teacher's supervision during synchronous classes, ensure that students are on task, and communicate any student needs or concerns to the certified teacher.

## 7-12 Learning Modalities

In the Gem Prep: Pocatello flex model of instruction, students in grades 7-12 experience a wide variety of rich and unique learning modalities, most of which are accessed directly from the school campus:

- **Synchronous Instruction – “Send”.** Students will receive core instruction (Math, English, Science and Social Studies) from a credentialed teacher. For a portion of these classes, the teacher will be based locally and students will interface with that teacher on site. While this teacher is working with students locally she will also be “sending” her lesson to other Gem Prep Schools' location via live telecast. During this time with the teacher, teaching strategies may include direct instruction, small group/cooperative learning, and project based learning. Please see detailed description of synchronous instruction below.
- **Synchronous Instruction – “Receive”.** For a portion of core classes, students will “receive” live instruction from a teacher located in another Gem Prep School location. This instruction will be broadcast live via teleconference into the student's local campus classroom. During this period, students will be supervised and supported by a paraprofessional locally while engaging in learning with their peer students across the state. (See ‘paraprofessional's role’ in 7-12 instruction, above.)
- **Online.** Teacher led core instruction will be supplemented by online instruction. Students will work through content housed in the Learning Management System as well as adaptive online curriculum such as TenMarks and ThinkCirca. Students can move at their own pace to enable reinforcement and remediation of the core concepts taught during synchronous class time. Online learning takes place in a larger space with monitoring and support provided by a paraprofessional.



- **Asynchronous.** Students will have the opportunity to enroll in electives provided by approved vendors such as Idaho Digital Learning (IDLA). These courses will be taken asynchronously with students moving at their own pace through the material.
- **Off campus.** Students in grades 11 - 12 will have the opportunity to leave campus to take courses at local universities. Participation in these courses will enable students to receive college credit while they are still enrolled at Gem Prep: Pocatello. While we anticipate that most students will be able to provide their own transportation or utilize public transportation to access college campuses, we will evaluate the need to support students with transportation on an as needed basis.

Please see Appendix R-3 for the diagram on the 7-12 learning model, and Appendix R-1 for information on adaptive blended learning.

## Curriculum

### K-6 Curriculum

Gem Prep: Pocatello has a robust process for selecting curriculum. In line with the organizations commitment to data as described previously, each curriculum is evaluated against demonstrated capacity to increase student achievement. Curriculum is also closely evaluated to ensure that it aligns with Idaho Core standards in math and English Language Arts and Idaho Standards in all other subjects.

Gem Prep: Pocatello’s new and existing curriculum is reviewed and evaluated on an annual basis. As well, student achievement data is reviewed against common core standards to assess program effectiveness.

### Proposed Curricula for K-6:

	Offline	Online
ELA	<ul style="list-style-type: none"> <li>• Pearson’s Reading Street (1<sup>st</sup> – 6<sup>th</sup>)</li> <li>• EngageNY ELA</li> <li>• Stepping Stones (Kindergarten)</li> <li>• Handwriting Without Tears (K-4)</li> <li>• Zaner-Bloser Spelling Connections</li> </ul>	<ul style="list-style-type: none"> <li>• Headsprout (K-4<sup>th</sup>)</li> <li>• Newsela (4<sup>th</sup>-6<sup>th</sup>)</li> <li>• ThinkCerca (4<sup>th</sup>-6<sup>th</sup>)</li> <li>•</li> </ul>
Math	<ul style="list-style-type: none"> <li>• Singapore Math</li> <li>• EngageNY math</li> </ul>	<ul style="list-style-type: none"> <li>• Dreambox (K-2)</li> <li>• TenMarks (2<sup>nd</sup> – 6<sup>th</sup>)</li> <li>• Think Through Math</li> </ul>
Science	<ul style="list-style-type: none"> <li>• Science Fusion</li> </ul>	<ul style="list-style-type: none"> <li>• Science Fusion</li> <li>• Discovery</li> </ul>
Social Studies	<ul style="list-style-type: none"> <li>• Moving Beyond the Page</li> <li>• Scott Foresman Social Studies</li> </ul>	<ul style="list-style-type: none"> <li>• Discovery</li> </ul>

## Curriculum 7-12

Gem Prep: Pocatello leverages the curriculum that has been successfully used at I-DEA. Gem Prep: Pocatello’s core and supplemental curriculum, as well as the learning management system, is adapted from those utilized through I-DEA, however the delivery of curriculum follows the blended learning model. Essentially all curriculum delivery in I-DEA is asynchronous with students taking courses established by certified teachers, but with very little live instruction from the teachers. Whereas, in Gem Prep: Pocatello the delivery is a hybrid of synchronous and asynchronous. The direct instruction component for Gem Prep: Pocatello students is further developed by the certified teachers, with supplemental resources augmenting the core curriculum and allowing for adaptivity to fit the blended learning model.

Curriculum can be accessed by students through the Learning Management System. Having this content housed within the organization’s LMS also enables seamless integration between the days when students are receiving synchronous teacher led instruction and days when they are working independently online.

In addition to the core curriculum used for each course, many courses contain supplemental curriculum to enhance student knowledge and skills in key content areas. The proposed curricular chart below illustrates specific core and supplemental curriculum.

### Proposed Curricula for 7-12

	Core Curriculum	Supplemental Curriculum
ELA	<ul style="list-style-type: none"> <li>• Pearson’s Common Core English interactive online textbook (7-12)</li> <li>• EngageNY ELA (7-12)</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• ThinkCerca (7-12)</li> <li>• Newsela (7-12)</li> </ul>
Math	<ul style="list-style-type: none"> <li>• EngageNY math (7-12)</li> <li>• Pearson’s Digits interactive math (7-8)</li> <li>• Pearson’s High School Mathematics Common Core (Algebra I and beyond)</li> </ul>	<ul style="list-style-type: none"> <li>• TenMarks (7-Algebra II)</li> </ul>
Science	<ul style="list-style-type: none"> <li>• CK 12 Life Science, Earth Science, Physical Science, Biology, Chemistry, Physics (7-12)</li> </ul>	<ul style="list-style-type: none"> <li>• Discovery</li> <li>• Hippocampus</li> </ul>
Social Studies	<ul style="list-style-type: none"> <li>• Houghton Mifflin Harcourt online social studies textbooks (7-12)</li> </ul>	<ul style="list-style-type: none"> <li>• Discovery</li> <li>• Hippocampus</li> </ul>

## Estimate of student time spent in each of the learning modalities

The chart below is a sample weekly schedule for an 8<sup>th</sup> grade student at Gem Prep: Pocatello, which illustrates approximately how much time students will spend in each of the learning modalities during a given week. During the times when students are not participating in synchronous courses, they will be logged into their learning management system and completing assigned projects, independent coursework, designated readings, group projects, etc. The curriculum and content students complete during their asynchronous time may vary widely depending upon the requirements of each given course.

### Sample 8<sup>th</sup> Grade Schedule

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 9:00	Synchronous Math Class	Asynchronous Math Block	Synchronous Math Class	Asynchronous Math Block	Synchronous Math Class
9:05 - 10:05	Asynchronous IDLA Digital Photography	Asynchronous IDLA Digital Photography	Asynchronous IDLA Digital Photography	Asynchronous IDLA Digital Photography	Asynchronous IDLA Digital Photography
10:10 - 11:10	Asynchronous Science Class	Synchronous Science Class	Asynchronous Science Class	Synchronous Science Class	Asynchronous Science Class
11:15 - 12:15	Synchronous English Class	Asynchronous English Block	Synchronous English Class	Asynchronous English Block	Synchronous English Class
12:15 - 12:50	Lunch	Lunch	Lunch	Lunch	Lunch
12:55 - 1:55	Synchronous PE / Health	Synchronous PE / Health	Synchronous PE / Health	Synchronous PE / Health	Synchronous PE / Health
2:00 - 3:00	Asynchronous Social Studies	Synchronous Social Studies	Asynchronous Social Studies	Synchronous Social Studies	Asynchronous Social Studies

When students are working in asynchronous blocks, they will be supported by certified teachers and/or paraprofessionals providing tutoring, course assistance monitoring, etc. This additional structure assists students with necessary tools, time management and support, and also provides a level of expertise and encouragement toward student success.

## Education Thoroughness Standards

~~Gem Prep: Pocatello addresses and fulfills the requirements and goals of the Thoroughness Standards identified in Idaho Code. It has been established that a thorough system of public schools in Idaho is one in which the following standards are met:~~

### **STANDARD A**

~~**A safe environment conducive to learning is provided.**~~

~~*Goal: Maintain a positive and safe teaching and learning climate.*~~

Objectives: Gem Prep: Pocatello will:

- Adhere to a philosophy that is focused on character development that promotes student respect for themselves and others.
- Develop a health and safety policy to provide guidelines for physical safety. These guidelines will include and not be limited to the procedures for fire drills, methods for checking students in and out of school, notification of parents' rights, and staff monitoring responsibilities.
- Provide a facility that adopts policies that meet all required city, state, and federal health, accessibility, safety, fire, and building codes for public schools, and is inspected as required to ensure the safety of students and staff.
- Establish, publish, and enforce policies that define acceptable and unacceptable behavior, including weapons, violence, gangs, and use or sale of alcohol and drugs.
- Create an environment that encourages parents and other adults to visit the school and participate in the school's activities.

## **STANDARD B**

**Educators are empowered to maintain classroom discipline.**

*Goal: Create a positive teaching and learning environment with an emphasis on high expectations of behavior and performance.*

Objectives: Gem Prep: Pocatello will:

- Establish behavioral expectations for students, staff and visitors that encourage a positive and respectful school climate and culture that is essential to creating and maintaining a safe and supportive school community.
- Follow the guiding principles of a classroom discipline model focused on respect for oneself and one's learning environment.
- Develop a student handbook providing a code of conduct including clear expectations and consequences for unacceptable behavior, and a process for teachers to handle minor and major infractions in the classroom setting.
- Teach appropriate behaviors and foster responsible decision-making skills.
- Establish and maintain consistent rules aligned throughout the school.

## **STANDARD C**

**The basic values of honesty, self-discipline, unselfishness, respect for authority, and the central importance of work are emphasized.**

*Goal: Offer opportunities for students to develop and express exemplary character traits in concert with the overall educational program.*

Objectives: Gem Prep: Pocatello will:

- Adhere to a philosophy that focuses on character development, emphasizing the importance of adults modeling.
- Help students build personal bonds and carry out responsibilities to one another and to the faculty and staff.
- Develop a sense of community and service within the school, and between the school and the larger community.

## **STANDARD D**

### **The skills necessary to communicate effectively are taught.**

*Goal: Teach students a range of effective communication skills, both written and oral; skills appropriate for the 21st century.*

Objectives: Gem Prep: Pocatello will:

- Integrate meaningful language experience in reading, writing, oral presentation and spelling, across the content areas.
- Provide a technology-rich environment to enable students to assess information, process ideas and communicate results.

## **STANDARD E**

### **A basic curriculum necessary to enable students to enter academic or professional technical post-secondary educational programs is provided.**

*Goal: Develop an educated citizenry for the 21st century through a dynamic, interactive academic program which grounds a student in the basics of reading, writing, mathematics, science, and social studies as a means to lead students to more in depth thinking.*

Objectives: Gem Prep: Pocatello will:

- Use the Idaho State Department of Education's Core Standards as a starting point to engage students in research based and evidence-based pedagogy a prerequisite for college and career readiness.
- Emphasize American history and the lives and writings of the Founders.
- Integrate business and economic concepts.
- Provide a strong foundation in basic reading, writing, science, social studies, and computational skills.
- Provide a technology-rich environment, encouraging the effective use of technology as a tool in the workplace of the 21st century.
- Physical activity during the school day will be incorporated into the curriculum.

## **STANDARD F**

### **The skills necessary for the students to enter the workforce are taught.**

*Goal: Teach students "Habits of Mind" that are essential to post-secondary education and the work place, i.e. persistence, flexible thinking, metacognition, innovation, risk taking, lifelong learning, problem-solving, etc.*

Objectives: Gem Prep: Pocatello will:

- Utilize a social emotional learning program such as the Responsive Classroom Program to teach effective "Habits of Mind."
- Enable students to develop the following intellectual habits important in the work place: adapting to new situations and responding effectively to new information, solving problems, locating and evaluating information from a variety of sources, making flexible connections among various disciplines of thought, thinking logically and making informed judgments.
- Enable students to develop the following personal habits important in the work place: accepting responsibility for personal decisions and actions, honesty, courage, and

integrity; a healthy lifestyle; empathy, courtesy, and respect for differences among people; self-confidence; concentration and perseverance; responsible time management; assuming a fair share of the work load; and working cooperatively with others to reach group consensus.

## STANDARD G

### The students are introduced to current technology.

*Goal: Provide students with a technology-rich environment using tools such as computers, scientific equipment, and networks linked to local and nationwide resources.*

Objectives: Gem Prep: Pocatello will:

- Use interactive technology as tools in an integrated educational program.
- Emphasize the acquisition of basic computer skills as a supplementary medium of communication and research to complement other approaches.
- Use computers as tools for such activities as differentiated learning opportunities, remediation, acceleration, authoring, computation, record keeping and data storage, and communication

## Graduation requirements

Below are the current graduation requirements, which may be adjusted as state law changes or as the board determines necessary to prepare students for the rigors of the 21<sup>st</sup> century economy.

### School Graduation Requirements

CONTENT AREA	STATE CREDIT REQUIREMENTS
<b>Core of Instruction</b>	<b>29 credits</b>
<b>Electives</b>	<b>17 credits (minimum)</b>
<b>Total Credits</b>	<b>46 credits (minimum)</b>
<b>Core Subject Areas</b>	
	<b>29 credits</b>
<b>Language Arts</b> (English 8 credits and Speech 1 credit)	9 credits Speech credit can be obtained through other courses that meet the state speech requirements as approved by the local district
<b>Mathematics</b>	6 credits Including Algebra I and Geometry standards. 2 credits must be taken in the last year of high school.  Students who have completed six (6) credits of math prior to their last year of high school, including at least two (2) semesters of Advanced Placement or dual credit calculus or high school course, are exempt from taking math during their last year of high school.  AP Computer Science, Dual Credit Computer Science, and Dual Credit Engineering can be considered as either a math or science credit.
<b>Science</b>	6 credits (4 lab)
<b>Social Studies</b> (US History, Economics and American Government)	5 credits

<b>Humanities</b> (Interdisciplinary Humanities, Fine Arts or Foreign Language)	2 credits
<b>Health</b>	1 credit CPR is required to be taught in Health
<b>Electives</b>	17 credits 16 credits are chosen by the student
Career Exploration	1 credit (school required elective)
<b>Other Graduation Requirements</b>	
College Entrance Exam (SAT, ACT, or Compass), Proficient Score on ISAT ELA and Math	
Biology or Chemistry End of Course Exam	
Civics Exam	
Senior Project	

**General Support Structures**

Gem Prep: Pocatello recognizes the unique needs of all children and their potential for significant educational development, and provides opportunities designed to meet each child’s needs. Gem Prep: Pocatello serves all children including special education, Gifted and Talented, students requiring Section 504 Accommodations and LEP (Limited English Proficient) students.

Each person has the right to learn at the most appropriate level where growth will take place. Because gifted and talented, LEP, Title I and Section 504 students have special needs, they are provided educational experiences that strives to meet those needs. The Gem Prep: Pocatello model is centered on personalized instruction, and as such allows teachers to tailor instruction to the specific needs of each individualized student, using online adaptive technology as well as personalized, online (“asynchronous”) courses. In addition, we intend to provide after school office hours in 7-12<sup>th</sup> grade and tutoring services in K-6<sup>th</sup> grades. Through our data driven instruction, we provide progress monitoring and a robust intervention program, specifically, targeted differentiated instruction in small groups. Gem Prep: Pocatello qualifies for Title I funding, a Title I program has been implemented, based on our school model of personalization and targeted instruction.

**Special Education**

~~Gem Prep: Pocatello follows the requirements of IDEA, the state of Idaho, and all other federal and state mandates regarding students with special needs. The Gem Prep: Pocatello Board of Directors has adopted the 2015 Idaho Special Education Manual with all subsequent revisions and implement appropriate special education policies and procedures consistent with state and federal laws, rules, regulations, and legal requirements. All children receive appropriate services as outlined in the Individuals with Disabilities Education Improvement Act, Section 504, and the Idaho Special Education Manual. The Idaho Special Education Manual is used for identifying, evaluating, programming, developing Individual Education Plans (IEP), planning services, developing the discipline policy, budgeting, and providing transportation for special needs students, as necessary.~~

Gem Prep: Pocatello plans and budgets to provide Highly Qualified certified special education teacher(s) and other personnel, physical facilities that are appropriately

accessible to permit access by students with disabilities, funding and contractual arrangements to ensure that Gem Prep: Pocatello students with disabilities receive special education and services as required in IDEA 2004 and outlined on the students' IEPs. All special education personnel meet highly qualified special education standards and new staff will be interviewed, selected, hired, trained, and in place by the first day of the 2017-2018 school year.

Gem Prep: Pocatello follows a three-step process, as outlined in the Idaho Special Education Manual, to determine whether or not a student requires special education services:

- ~~1. The School locates students by establishing and implementing an ongoing Child Find system, which includes referrals by parents, school staff, etc. An individual is appointed to coordinate the development, revision, implementation, and documentation of the Child Find system.~~
- ~~2. Gem Prep: Pocatello's Child Find system publicizes and ensures that staff and the School's constituents are informed of the availability of special education services through information included in staff orientation, on the school's web page, in registration materials and through the use of various social media.~~
- ~~3. Gem Prep: Pocatello conducts a thorough and comprehensive evaluation for students referred, to determine if the student qualifies for special education services under the Individuals with Disabilities Education Act. The School adheres to the guidelines and timelines outlined in the Individuals with Disabilities Education Act and the Idaho Special Education Manual. As outlined in the Idaho Special Education Manual, an evaluation team, which includes (at a minimum) a special education teacher, a general education teacher, a district representative, the student when appropriate and the parent and/or adult student, reviews the information from the comprehensive evaluation to determine the student's eligibility for special education. These sources include, but are not limited to, general education interventions, formal and informal assessments, and progress in the general curriculum, and will also include any and all referrals by parents and/or other adults including teachers, counselors, or other school professionals as outlined in the Idaho Special Education Manual.~~

~~When the determination of the team is that a student is not making adequate academic progress, the team develops a Response to Intervention (RTI) plan. Gem Prep: Pocatello implements and utilizes a comprehensive Response to Intervention program as recommended in the Idaho Special Education Manual. This comprehensive, general education led program consists of the core components of problem identification, problem analysis, applying researched-based intervention and progress monitoring to determine student response to the scientifically research-based interventions. Gem Prep: Pocatello uses a five-step Problem Solving Model for RTI, which includes three tiers. The following are the steps for RTI.~~

- ~~1. Universal screenings in reading and math. (Please see benchmark/diagnostic assessments below).~~



- ~~2. Scientifically based instruction for all students (Tier 1)~~
- ~~3. Secondary prevention interventions for students not responding adequately to Tier 1 instruction (Tier 2)~~
- ~~4. Monitoring student progress~~
- ~~5. Tertiary prevention instruction for students making insufficient progress in response to Tier 2 instruction (Tier 3)~~

~~If during an evaluation process, the multi-disciplinary team determines the need for an evaluation by personnel not directly employed by Gem Prep: Pocatello, such as a school psychologist, speech therapist, occupational therapist, or other required experts not currently employed by the School, such evaluations will be contracted with a private provider. If the student qualifies for special education services, and the subsequent Individualized Education Plan (IEP) requires the need for contracting with personnel not directly employed by Gem Prep: Pocatello, then the School will contract with the appropriate service providers to provide IEP-related services (i.e. Speech and Language Pathologist, Occupational Therapist, Physical Therapists etc.).~~

### **Individual Education Plans**

~~A Highly Qualified special education teacher is responsible to monitor Individual Education Plans (IEPs) and supervise the implementation as written. A special education teacher provides services in an inclusion or a pull-out model depending on the degree of accommodation necessary to meet the student's needs. These services are delivered by a special education teacher or licensed provider, with supporting para-educator(s) as allowed by IDEA and the ESSA. The special education teacher consults with the general education staff to utilize effective classroom accommodations, adaptations, and modifications.~~

~~The continuum of settings and services provided at Gem Prep: Pocatello includes general education classes, resource classes, and provisions for supplemental services such as resource services, itinerant instruction provided in conjunction with the general classroom, classroom aides, replacement curricula, behavioral supports, etc. In determining appropriate settings and services for a student with a disability, the IEP team shall consider the student's needs and the variety of alternate placements and related services available to meet those needs. Gem Prep: Pocatello may contract with private providers for the provision of related services. Services may be provided by a licensed therapist, who may use a para-educator for support. In the rare event that the IEP team determines that the student's academic needs cannot be met on site, the School may contract with other agencies to provide those services.~~

~~For all special education students, Gem Prep: Pocatello develops, reviews, and revises IEPs in accordance with state and federal laws. Gem Prep: Pocatello adheres to the IDEA Procedural Safeguards and FERPA to assure protection of student and parent rights, including the confidentiality of personally identifiable information in student special education records. These statutes also provide for the right to review and inspect records. Gem Prep: Pocatello ensures access to charter school programs, as required by the Americans with Disabilities Act (ADA). Gem Prep: Pocatello facilities plan permits access by students with disabilities.~~

~~Gem Prep: Pocatello uses evidenced-based programming and curricula when working with students with disabilities who need supplemental or replacement curricula. Gem Prep: Pocatello follows the guidelines provided by the IDEA and Idaho Special Education Manual in regards to the disciplining of a student protected under the IDEA. This includes the consideration of a Functional Behavior Assessment and subsequent Behavior Intervention Plan when the special education multidisciplinary team identifies that the behavior of the student impacts their learning or the learning of others. When the Behavior Intervention Plan is required, it is developed with Positive Behavior Interventions and Supports. When required in accordance with the IDEA and Idaho Special Education Manual, the special education multidisciplinary team conducts a Manifestation Determination to establish whether or not the misconduct of a student with a disability was (1) a demonstration of the disability, that is, an inability to understand impact and consequences or an inability to control behavior; (2) the result of an inappropriate placement; and/or (3) the lack of provision of services consistent with the IEP and placement.~~

### **Programming**

~~Students with disabilities work on their IEP goals while participating in The School's research based educational program. The program, which includes blended learning, online learning, differentiated small group instruction and dual enrollment, is flexible enough to allow students with disabilities to work at their own level of understanding. General education teachers provide modifications and accommodations as required by students' IEPs and work with the special educational staff to best serve learners with special needs. Parents are involved in every step taken by the school in regard to their children with special needs.~~

~~Researched based curriculum is available for students based on each student's individual education goals. Examples of possible curriculum include programs like National Geographic's Inside program levels A-E with the online coach and supplemental trade books. In grades 9-12 we will use programs like National Geographic's Edge program fundamentals –Level C with the online coach and supplemental trade books. These are both research based programs that address the five subdomains of language learning. Vocabulary, grammar and writing are addressed in every unit. Focus and repetition of reading strategies helps to ensure mastery and promotes transfer. Scaffolded instruction shows students how to be successful with the text. Students use programs like the Edge or Inside Online Coach. These software programs allow students to read literature silently, listen to fluent reading, and practice oral reading fluency, all with built in comprehension, vocabulary and fluency supports.~~

### **Nondiscriminatory Enrollment Procedures**

~~Gem Prep: Pocatello does not deny enrollment to a student with a disability because of that student's need for special education or related aids and services. All appropriate services are provided for students with disabilities who meet the federally established eligibility criterion for such services. Enrollment policies described elsewhere in this charter petition are consistent with the mission of Gem Prep: Pocatello and civil rights requirements. The nondiscriminatory policy will be stated on the school's website, applications, advertisements, etc.~~

## **LRE Requirements**

~~Gem Prep: Pocatello ensures that a free and appropriate public education (FAPE) is available to students who attend Gem Prep: Pocatello and who are eligible for special education. FAPE is determined for each individual student with a disability. FAPE includes special education in the Least Restrictive Environment (LRE) and includes related services, supplementary aids and services, and/or assistive technology devices and services required to help the student benefit from his or her education program.~~

~~The School provides special education and related services to eligible Gem Prep: Pocatello students in the Least Restrictive Environment (LRE), educating students with disabilities with their non-disabled peers to the maximum extent appropriate. Related services may include (but are not limited to) Positive Behavior Interventions, Adaptive Technologies, Extended School Year, variety of educational environments, resource room, etc. This is in accordance with the Idaho Special Education Manual, PL94-142, and as identified on each student's IEP. In many cases, the LRE is specified within Gem Prep: Pocatello. In rare cases, the LRE might be an alternative site, depending on the needs of each student. Gem Prep: Pocatello provides assessments to admitted students as required, meeting individual student needs and IDEA requirements. LRE decisions are made individually for each student. The student's goals and required services are developed prior to the determination of the location of services and settings. The services and settings needed by each student with a disability must be based on the student's unique needs that result from his or her disability, not on the student's category of disability.~~

~~When determining appropriate Positive Behavior Interventions Supports school staff develops a behavior intervention plan that 1) improves the environmental conditions to prevent problem behaviors, 2) teach the student new skills to enable the student to achieve the same function in a socially appropriate manner, 3) reinforce desired behaviors, including newly self-taught replacement skills, and 4) use strategies to defuse problem behaviors effectively and in ways that preserves the student's dignity. If a student is in danger of hurting themselves or others the school staff will follow the school discipline process outlined in the school handbook following the procedures identified in the Idaho Special Education Manual for Manifest Determination. When students are receiving special education services off-site the location and supervision will be established by the school. A certified professional providing the special education services provides weekly progress reports to the Director of Special Education.~~

## **Transportation Plan**

~~Gem Prep: Pocatello will provide transportation for special needs students if it is determined that this is necessary to provide for a Free and Appropriate Public Education (FAPE).~~

## **Monitoring Progress**

~~Gem Prep: Pocatello follows state and federal laws regarding assessment of Special Education students. Please see Assessment Plan below for additional monitoring of progress of Special Education students.~~

## Confidentiality

Gem Prep: Pocatello protects student and parent rights and protect the confidentiality of personally identifiable information in student special education records as outlined in Idaho Senate Bill 1372 (Student Data Accessibility, Transparency and Accountability Act of 2014) and FERPA law – 33 CFR 99.30 (Family Educational Rights and Privacy Act.).

## Gifted and Talented

Gem Prep: Pocatello offers gifted students advanced curriculum, a faster pace of instruction and opportunities to explore topics in depth. This can be done through single subject accelerations in one or more content areas, dual credit (for high school students) or grade acceleration.

Pursuant to Idaho Code 33-2003 Gem Prep: Pocatello identifies students possessing high performing capabilities in specific academic, intellectual, leadership, creativity and visual/performing arts talent areas. The identification in each area is by a variety of assessments outlined in *The Best Practices Manual for Idaho Gifted/Talented Programs*.

Gifted and Talented students are supported in our model through asynchronous (elective online/distance) coursework, personalized online instruction, targeted differentiated instruction via data driven instruction, dual enrollment, dual credit, single subject acceleration and grade level acceleration. Any student who tests into a higher grade level will be placed into a course(s) appropriate to their level of achievement. Teachers may also provide extension activities to students.

Referral to the Gifted and Talented program may be made by parents, students and/or teachers. The referral should include evidence that the child is high performing in specific academic, intellectual, leadership, creativity and visual/performing arts talent areas and that his/her needs are not being met. This can include portfolios, test scores and observations. High performing students with unmet needs will be evaluated. This may include academic testing, review of student records, evaluation of portfolio samples, cognitive testing, evidence of leadership, and in the case of potential grade acceleration, The Iowa Acceleration Scale Placement in the gifted and talented program will begin with the development of an individualized plan to meet each student's unique needs. Gifted and talented students' coursework, grades, assessments and parent satisfaction with the program is monitored by Gem Prep: Pocatello teachers and their plans will be adjusted accordingly.

## Limited English Proficiency

Gem Prep: Pocatello applies the federal definition of Limited English Proficient (LEP) as defined by Title III and IX of the ESSA. The Administrator ensures the use of a home language survey upon all student's enrollment. The eligibility criteria (listed below) is used for a Home Language Survey in order to identify the primary home language other than English. Students for whom English is a second language are assessed using the state recommended EL placement test.

It is Gem Prep: Pocatello's goal to help students reach English proficiency in reading, writing, speaking and listening. To accomplish this, the Academic Administrator will ensure that Limited English Proficient (LEP) students take the W-APT, or most current state recommended screening, for screening for English language proficiency upon registering, and parents will need to choose whether or not their child will participate in services. If the child enters the EL program, the Academic Administrator will ensure an Educational Learning Plan (ELP) including curriculum, teaching strategies, academic goals and assessment accommodations will be developed. The instructional model will depend upon the number of students needing services. Services will be provided in the general education classroom unless it is determined that pull out services are required. Gem Prep: Pocatello LEP students use curriculum such as National Geographic School Publishing's programs: *Inside Language*, *Literacy*, and *Content* and *Hampton Brown Edge*, and *Rosetta Stone English*. The Academic Administrator oversees the monitoring of EL student. All EL students are required to participate in the ACCESS 2.0, or most current state recommended testing, as the summative annual language proficiency test. Gem Prep: Pocatello parents of LEP students are invited to participate in the development, implementation, and evaluation of the EL Program. Gem Prep: Pocatello provides an interpreter for parent meetings as needed and sends home written information in the parent's language.

During synchronous learning and small group learning, teachers use Sheltered Instructional Observation Protocol and other research based EL instructional approaches, such as: making what is spoken visible, explicit teaching of vocabulary, chunking and scaffolding texts, and using manipulatives. All teachers are highly qualified. The Academic Administrator oversees and provides direction for staffing depending on the number of EL students enrolled.

Teachers also monitor the student's progress in the online adaptive programs as well as work with students in small groups based on our blended learning station rotation model. The Academic Administrator trains our teachers on how to incorporate the WIDA ELD framework into their teaching and their required portfolio assignments. As we train our teachers on incorporating the Idaho Core standards into their instruction and assignments we will also include the WIDA ELD framework. Professional development in research based best practices and strategies for EL students such as Sheltered Instructional Observation Protocol is provided and the Academic Administrator is responsible for ensuring appropriate professional development.

The Academic Administrator and school staff meet annually to determine the effectiveness of the ELD program. Data to determine effectiveness of the ELD program may include results from the Access 2.0, ISAT, IRI, and formative assessment data. Evaluation of the program may also include data such as swiftness of intervention, type of intervention, comparison with peers for student improvement tracking; availability of resources; staff training; and viable sources of assistance. Gem Prep Pocatello's blended learning model ensures that student growth is monitored frequently and our focus on personalized learning provides for quick response to curriculum and teaching strategies if student growth is not demonstrated. Teachers review student data from online adaptive programs, formative assessments, and observations during small group instruction and use this data to inform instruction, interventions, and curriculum effectiveness on a regular basis as part of our blended learning model. Students who meet state recommended levels of proficiency on Access 2.0 at or above

level 5 on the overall grade adjusted composite and a level 5 on each domain, (speaking, listening, reading and writing) and a score of a level 2 on the ISAT (grades 3-12) or a score of 3 on the IRI (grades K-3) as well as any other criteria outlined on the student's EL plan will be exited from the EL program. The school staff and Academic Administrator review individual student EL plans each spring to determine if students have met the exit criteria outlined by the state of Idaho and their individual EL plan. Students who are exited from the program will be monitored for two years. If sufficient evidence deems that a particular student needs to be placed back into an LEP program, he/she will be coded as LEP for language support services and for testing purposes. The school will ensure that all documentation to support a reclassification for a student is placed in the student's cumulative file. Parents are notified of the reclassification and given the opportunity to waive ELL services.

## Dual Enrollment

Gem Prep: Pocatello students are allowed to participate in dual enrollment with other schools, as required by Idaho Code 33-203. Dual enrollment is subject to school district policy and procedures, as allowed in Idaho Code 33-203. State funding of a dually enrolled student will be limited to the extent of the student's participation in the public school programs. Information concerning dual enrollment will be available on the School's website. Prior approval from the school administrator is required for dual enrollment.

Students dual enrolling with an active Individual Education Plan (IEP) receive the services identified in an inclusion setting to meet the intent of their IEP. In all cases, transportation shall be provided to students by their parent(s) or the parent's representative when exercising dual enrollment opportunities.

The Advanced Opportunities Program is an essential part of Gem Prep: Pocatello. The school's growth plan includes implementation of the Advanced Opportunities Program as secondary grades are added.

## **Tab 2: Proposed Operations and Potential Effects of the Charter School**

### **Legal Status**

~~Gem Prep: Pocatello, Inc., is a non-profit organization organized and managed under the Idaho Nonprofit Corporation Act. The Corporation will be organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (“IRS Code”), or the corresponding provisions of any future federal income tax code. The Articles of Incorporation for Gem Prep: Meridian were filed with the Secretary of the State of Idaho on March 23, 2015 and an Employer Identification Number has been received. An Articles of Amendment for a name change to Gem Prep: Pocatello was filed and approved on December 21, 2015. The Business Manager is in the process of filing an Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code (form1023).~~

~~In this document, the Charter School is the petitioning entity and is referred to as “Gem Prep: Pocatello.”~~

~~Gem Prep: Pocatello, Inc., will apply to become its own LEA and will be responsible for all programs, finances, reporting and monitoring.~~

### **Articles of Incorporation**

~~The Articles of Incorporation are included in Appendix A-1. See Appendix A-2 for Articles of Amendment for Name Change.~~

### **Bylaws**

~~Gem Prep: Pocatello Charter School Bylaws are included in Appendix A-3.~~

### **The Charter School’s Potential Effects**

By locating in the Pocatello area, the school provides an additional choice of a personalized, college and career preparatory school. There is a tangible need for schools that are using technology to enhance the learning experience for students, particularly adaptive technology that allows students to be challenged at their capability level on a daily basis. Additionally, the Pocatello School District 25 is one of the largest school districts in Idaho with a significant number of students currently on waiting lists for the existing charter schools, demonstrating the demand for more charter schools.

### **Enrollment Trends Demand**

The Shifting Sands August 2014 Technical Report estimates that Idaho's Region 5 school age population growth trend will remain stable, with some areas losing students while others are gaining. The Pocatello/Chubbuck vicinity will see minimal school-age population growth through 2019. *Please see Appendix H-2 for Shifting Sands report.*

The Pocatello/Chubbuck community has an increasing interest in charter schools. Since 2015 charter school enrollment saw an increase of 20% while the waiting lists for charter schools increased by 60% during the same period. Charter school capacity in the community is not keeping up with the increasing demand.

Gem Prep: Pocatello is helping to fill this need by providing another educational option for parents wanting a high performing school for their children. Currently, Gem Prep: Pocatello is at full enrollment with 186 K-6 students enrollment for 2018-2019, with an additional 117 students on the wait list. The annual average re-enrollment of 97% reinforces the community demand for the unique blended learning model available through Gem Prep: Pocatello

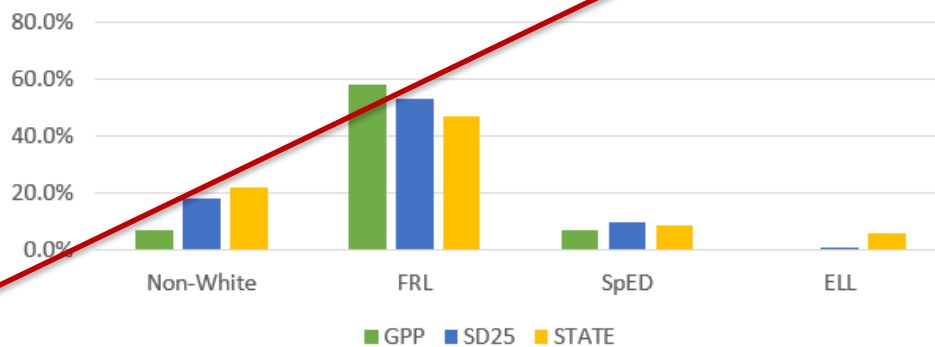
### **Student Demographics**

Gem Prep: Pocatello closely mirrors the student demographic population of the Pocatello/Chubbuck area. See comparison chart below.

#### **Student Demographics Comparison**

##### **Gem Prep: Pocatello & Pocatello Area**

Pocatello Area Data from 2014 PCSC Annual Report  
Gem Prep: Pocatello data from 2015/2016 SY



### **Demand**

As of the 2016-2017 school year lottery draws, there are 961 students enrolled in charter schools, with 483 students on the waiting lists of charter schools located within the attendance area. Enrollment in Pocatello area charter schools increased 69 students from the 2015-2016 school year to the 2016-2017 school year, with the number of students on a wait list for a charter school increasing 122 students. The demand for these schools is considerable in regard to available capacity. (Acknowledging that there is likely duplication of students across a number of the waitlists).

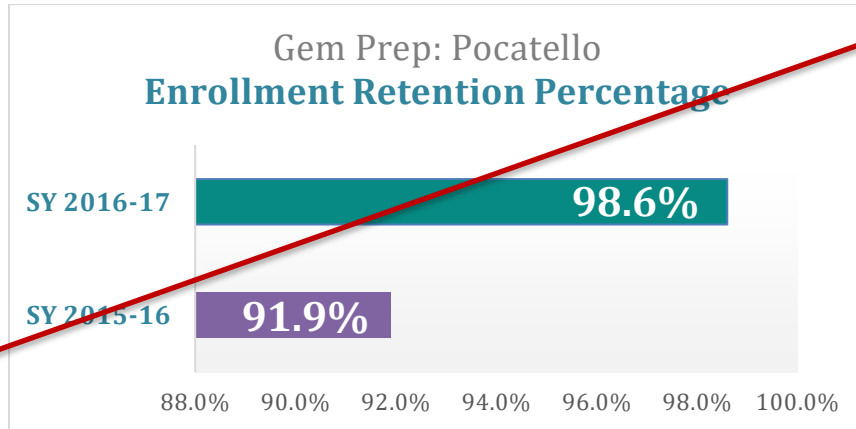
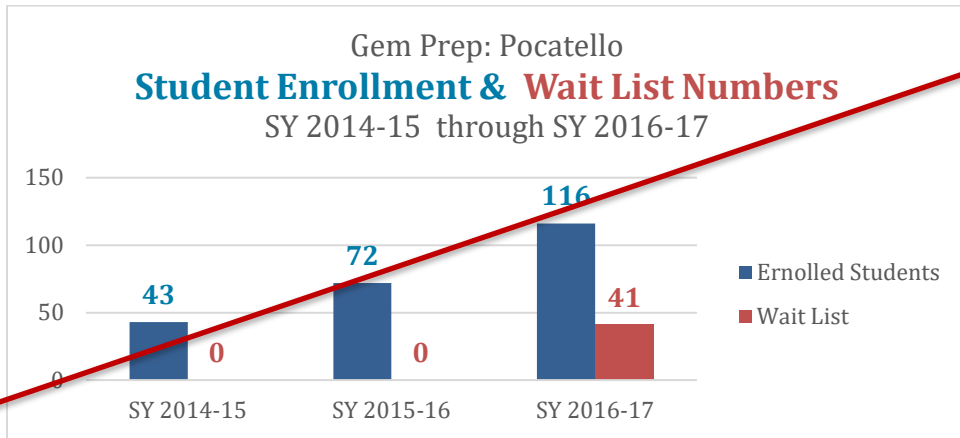
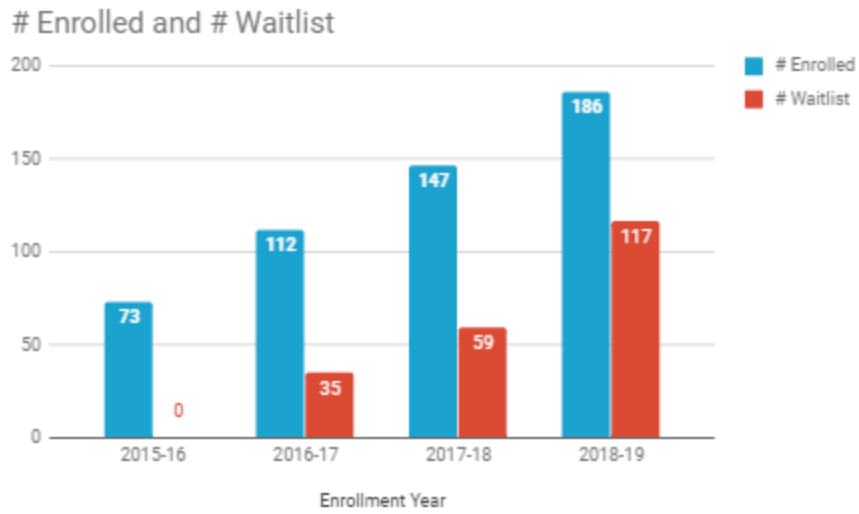


Gem Prep: Pocatello is helping to relieve the burden, while at the same time creating a transformative educational footprint which creates opportunities for 21<sup>st</sup> century learning for students and for teachers.

Another quantifier, pointing toward community interest and need for the high school blended learning model within the Pocatello area, are consistent parent survey responses. After informing parents about the Gem Prep: Pocatello 7-12<sup>th</sup> grade model, one hundred percent of parents surveyed confirmed their intentions of continued enrollment through the 12<sup>th</sup> grade. As of November 2018, 55 students stated their intention to enroll in 7<sup>th</sup> & 8<sup>th</sup> grade, despite our original anticipated enrollment of 46 students (capacity is 60 seats). Students on the enrollment interested list are currently enrolled in GPP's 6<sup>th</sup> grade class, as well as a variety of middle school programs throughout the community which include, but are not limited to, Hawthorne Middle School, Alameda Middle School, Connor Academy, and Hominy Middle School. One hundred percent of responders also believe that Gem Prep: Pocatello offers a unique program which is not duplicated in the attendance area.

~~Currently for the 2016-2017 school year, Gem Prep: Pocatello has 116 students who have completed the enrollment process filling grades K-3 to full enrollment. Forty one students are on the enrollment waiting list. It is anticipated that enrollment will increase to the available capacity of 126 students and the wait list will continue to grow throughout the summer. The 2016-2017 enrollment and wait list numbers are a strong indication of local demand for The School. The academic and overall student success seen in the first two years of program operation, have ignited parent passion for the school and families are sharing their Gem Prep: Pocatello experience with a growing number of people within the enrollment area.~~

See charts below for enrollment, ~~retention~~ and wait list trends, showing that as communication about the unique opportunities available through the Gem Prep: Pocatello program has reached the Pocatello constituents, demand for student placement has effectually increased. The average retention rate of 97% ~~alone~~ substantiates the community's desire for this individualized education option for their students.



Gem Prep: Pocatello serves all children including special education, Gifted and Talented, students requiring Section 504 Accommodations and LEP (Limited English Proficient)

students, etc. (See Tab 3 for more information and how Gem Prep: Pocatello will serve these students.)

### **Potential Impact on Local School Districts**

At its target enrollment of approximately ~~312~~ 582 students, and because of Gem Prep: Pocatello's mentor teacher counseling system, it is anticipated a high percent of students will have an advanced degree by the time they graduate from high school. Further, because most of Gem Prep: Pocatello's graduates will successfully complete at least one college level course in high school, matriculation and completion of college will be much higher than the state averages. This will increase the number of students who are going on to college or to highly employable careers, thereby having a significantly positive impact on the economic landscape of Idaho.

GPP's principal recently spoke with the principals from Connor Academy and Pocatello Community Charter School, and both are supportive of the school's anticipated expansion. On October 12, 2018, Pocatello's Superintendent of Schools said that he was aware of the rapid population growth in the Chubbuck area where GPP will relocate, and stated that the district has been planning ways to address the increase in students in the area around the mall. The superintendent felt that GPP's growth would not have a significant negative impact on the district, given the student population growth in the area.

~~Gem Prep: Pocatello enrollment expectation for the 2016-2017 year is 126 students, an increase of 54 students. It is expected the additional students will come from various schools within the Pocatello/Chubbuck area with Pocatello School District 25 (PSD25) being the primary source of the student transfer. Assuming all 54 new students transfer from PSD25, there will be a reduction of 1.87 support units (assuming an ADA % of 95%) with an estimated reduction of State foundation support to PSD25 of \$183,658 which is approximately 0.33% of their projected foundation funding for FY2015-2016.~~

~~An additional 30 students are anticipated for the 2017-2018 school year. Assuming all 30 new students transfer from PSD25, there will be a reduction of 1.24 support units (assuming an ADA % of 95%) with an estimated reduction of State foundation support to PSD25 of \$121,784 which is approximately 0.22% of their projected foundation funding for FY2015-2016.~~

*Please see Appendix I for Detailed Fiscal Impact.*

### **Proposed Location: Primary Attendance Area**

The new school location is physically located within the Pocatello School District 25 at 1451 Jessie Clark Lane, Pocatello, Idaho 83202 Pineridge Mall, 4145 North Yellowstone Highway, Chubbuck, ID 83201. Gem Prep: Pocatello's attendance area includes all of Pocatello School District 25.

*Please see Appendix K for a Map of the Primary Attendance Area*

## Signatures of Qualified Electors

Certified signatures of at least thirty (30) qualified electors of the proposed charter school are included in Appendix B.

## Facilities

At full scale, Gem Prep: Pocatello will require a minimum of 45,000 square feet of facility space and 2 acres of outdoor space. The building square footage is broken down as:

- Minimum of 1,600 SF of education space per grade level at K-6 (800 SF per classroom)
- Minimum of 1,000 SF of classroom space per grade level at 7-12
- Minimum of 5,000 SF of common room/education space.
- Minimum of 1,000 SF of collaboration, study, and tutoring rooms
- Minimum of 6,000 SF for gym, cafeteria, and fab lab
- Minimum of 2,000 SF for administration space
- Minimum of 3,000 SF for “other” space which includes SPED room, teacher workrooms, and break rooms.
- 30% additional for circulation, bathrooms, janitor closets

At the K-6 grade levels Gem Prep: Pocatello requires classrooms that allow teachers and students the ability to move around and re-organize their room to accommodate the station rotation model. Each classroom has access to high capacity wireless Internet and Chrome books for students. In high school, the facility will need to accommodate an open concept capable of adapting to the needs of the students and teachers. Common areas will be created with various learning pods to allow for student collaboration, project work, and students taking online classes. Each classroom will contain virtual teleconferencing equipment to accommodate the shared course model. Structurally, the school requires a facility that will allow adaptation of the learning environment as needed.

### **Option 1:**

Gem Prep: Pocatello has worked with the Building Hope Foundation to secure and renovate a GPP long-term facility. Building Hope has acquired a 78,000 SF facility with approximately 3.14 acres of land for \$1.2 million. The estimated total project cost including renovation is \$6.6 million. The facility is located in the former Sears portion of the Pineridge Mall and surrounding parking lot. Building Hope will renovate 55,860 SF of the 78,000 SF for the use of the school and the remaining space left as is for storage and future use. Approximately 2.4 acres of the 3.14 acres will be renovated to include a play field, elementary play structure, basketball courts, walking loop, and outdoor seating/studying area for secondary students. The additional outdoor area will be used as parking and pickup/drop off lanes. The renovated indoor and outdoor space will exceed the minimum requirements for Gem Prep: Pocatello. Gem Prep: Pocatello will lease the facility from Building Hope. The lease agreement allows GPP to refinance and purchase the facility in 5 years for the remainder of the total project cost.

~~At full scale, Gem Prep: Pocatello will require approximately 20,000 square feet. The assumption of classroom square feet per child is broken down to 48 square feet per child in Kindergarten, 35 square feet per child in grades 1-3 and 30 square feet per child in grades 4-12. There will be 5,000 square feet needed for multi-purpose areas (cafeteria, library, rec room), an additional 3,000 square feet needed for administration and faculty, and an additional 10% of total need for circulation and restrooms. Gem Prep: Pocatello does not currently have any organized sports planned, so as such there will not be any planned space for these activities.~~

~~At the K-6 grade levels Gem Prep: Pocatello requires classrooms that allow teachers and students the ability to move around and re-organize their room to accommodate the station rotation model. Each classroom has access to high capacity wireless Internet and Chrome books for students. In high school, the facility will need to accommodate an open concept capable of adapting to the needs of the students and teachers. Common areas will be created with various learning pods to allow for student collaboration, project work, and students taking online classes. Each classroom will contain virtual teleconferencing equipment to accommodate the shared course model. Structurally, the school requires a facility that will allow adaptation of the learning environment as needed.~~

### **Option 1:**

~~Gem Prep: Pocatello will sublease the approximate 5,000 sq. ft. Idaho Conference of Seventh-Day Adventists, Inc., building from I-DEA at 1451 Jessie Clark Lane and the 2.5 modular buildings from Idaho Distance Education Academy. These buildings will house the K-5 grade classes as well as administrative staff and lunch room. In 2018SY Gem Prep: Pocatello will lease 3 modular buildings for grades K-6. Gem Prep: Pocatello will lease an additional modular building allowing expansion to K-8 grades in the 2019SY. In the 2020SY Gem Prep: Pocatello will investigate plans to build an additional 10,000 sq. ft. building on site, either leasing or purchasing the land from the Idaho Conference of Seventh-Day Adventists, Inc. The new building will contain space for grades 9-12 as well as a new multipurpose room and cafeteria.~~

~~Gem Prep: Pocatello will remain in compliance with applicable state and federal guidelines as provided in Section 39-4130, Idaho Code, and the Americans with Disabilities Act. The School will provide certification that the facilities meet all requirements for health, safety, fire and accessibility for those with disabilities. Gem Prep: Pocatello will continue to provide regular inspections of the facilities for health, safety and fire compliance and will provide copies of these reports upon request. See Appendix E-1 I-DEA Lease, E-2 Sublease Approval Agreement Letter, E-3 I-DEA Modular Lease.~~

### **Administrative Services**

The Administrative services are provided by the school Administrators (state certification required), with support from the Board of Directors. Gem Prep: Pocatello will contract with Gem Prep: Online (formally I-DEA) for administrative services such as comprehensive program design, curriculum development, instructional oversight, obtaining a facility and facility financing, fundraising, a school director, an academic administrator, a business

manager, an operations administrator, professional development, preparing budgets and financial reports, back office support, human resources, overseeing special education, and marketing. Gem Innovation Schools of Idaho, Inc. Board holds the charter for GPO. employ a part-time director, a part-time business manager, a part-time academic officer and a part-time operations officer. The certified Principal and staff will provides school leadership and day-to-day operations. It is the intention of Gem Prep: Pocatello to contract for professional services with a CMO at the completion of the first charter renewal cycle. See Tab 5-Goverance for additional detail on responsibilities and for the organizational chart. GPP will pay GPO 10% of the school's annual state foundation payment. The purpose of a percentage rather than a flat fee based on the cost of an FTE is to protect the school in case of a reduction in state funding. When using a flat fee, the cost of services will remain the same even if the school's revenue decreases unless the contractor reduces the staff's wages that the expense is based on. The 10% of revenue is within normal national range. The actual dollars are much lower than the national average due to lower state funding.

The performance certificate agreement will be made between the authorizer and the Gem Prep: Pocatello Board.

## **Liability and Insurance**

### **Civil Liability**

~~To the fullest extent permitted by law, Gem Prep: Pocatello agrees to indemnify and hold harmless the State of Idaho, the authorizing entity or any other sending districts, and their officers, directors, agents, or employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any action of the school provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of use resulting therefrom; and (b) is issued in whole or in part by any negligent act or omission of the school, any contractor of the school, or anyone directly or indirectly employed by any of them who may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph. No host, or receiving district, will be held liable for damages in an action to recover for bodily injury, personal injury, or property damage arising out of the establishment or operation of the school. Pursuant to Idaho Code 33-5204(2), the Idaho State Board of Education and the Idaho Public Charter School Commission shall have no liability for the acts, omissions, debts or other obligations of this charter school, except as may be provided in an agreement or contract between the state and Gem Prep: Pocatello. Gem Prep: Pocatello will procure and maintain a policy of general liability insurance and property insurance, and directors and officers and errors and omissions insurance in the amount required by state law. Gem Prep: Pocatello will have the same role as a public school in matters of civil liability. The appropriate~~

insurance and legal waivers of all district liability will be obtained as required of other nonprofit users of district resources and facilities.

### Anticipated Enrollment

The chart below outlines the anticipated growth plan for the School, for which the financial model has been developed. Expected average class size for grades K-3 is 24 students and for grades 4-6 is 30 students. In the blended learning model, teachers frequently meet with smaller groups of 4-5 students at the elementary level. At the secondary level class sizes will vary, but will rarely exceed 30 students.

#### Gem Prep: Pocatello Anticipated Enrollment

\*2016-17 4th grade is anticipated at 30 students. All other grades are full for 2016-17.

Program Historical Enrollment			Grade	School Anticipated Enrollment (2017-2022)					
2014-15	2015-16	2016-17*		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
24	24	24	K	24	24	24	24	24	24
24	24	24	1st	24	24	24	24	24	24
	13	24	2nd	24	24	24	24	24	24
	10	24	3rd	24	24	24	24	24	24
		30	4th	30	30	30	30	30	30
			5th	30	30	30	30	30	30
			6th		30	30	30	30	30
			7th			23	23	23	23
			8th			23	23	23	23
			9th				20	20	20
			10th				20	20	20
			11th					20	20
			12th						20
<b>48</b>	<b>71</b>	<b>126</b>		<b>156</b>	<b>186</b>	<b>232</b>	<b>272</b>	<b>292</b>	<b>312</b>

## Tab 4: Measurable Standards, Accreditation and Accountability

~~Gem Prep: Pocatello's MSES goals are developed around our Mission: To prepare students for success in college and professional technical careers by providing a high quality, personalized, relevant and rigorous education through exceptional teaching, innovative uses of technology and partnerships with families.~~

~~**MSES Goal #1** At least 70% or more of Gem Prep: Pocatello juniors and seniors will complete one or more dual credit course(s) during their last two years of high school, earning a grade of 'C' or better as measured by college transcripts.~~

### *Measurement Tool*

~~Individual college transcripts from the institution from which the dual credit course was taken will be the official measure in determining successful completion of MSES Goal #1.~~

### *Connection to our Mission*

~~Our mission focuses on preparing students for success in college and professional technical careers. Advanced opportunities such as dual credit courses are one pathway to help them become prepared. Successful completion of dual credit courses indicates that the student is capable and prepared for post high school content.~~

### *Implementation*

~~Each semester an audit of individual transcripts from the local colleges and universities will be completed. Transcripts from the dual credit institutions are sent to the student's school so that the course(s) may be added to the student's transcript. An Excel spreadsheet will be created with the student names of all juniors and seniors enrolled at Gem Prep: Pocatello, and credit will be tracked when dual credit courses are recorded with the name of the course, the institution and the students' final grades. The school counselor and/or the high school principal will administer the review of the transcripts, and will compare the number of successfully completed dual credit courses to the number of enrolled juniors and seniors, to ensure that at least 70% of our students have met or exceeded this goal. The Excel spreadsheet with individual student level data will be shared with the commission. These results will be included in the performance certificate report.~~

~~**MSES Goal #2** At least 70% or more of Gem Prep: Pocatello students who have been enrolled for two years or more will demonstrate mastery of college and career standards~~



by meeting or exceeding proficiency on the math Idaho Standards Achievement Test administered each spring.

*Measurement Tool*

Idaho Standards Achievement Test (ISAT)

*Connection to our Mission*

A proficient score on the ISAT at the 10th grade level (currently being determined by the Idaho State Board of Education) is an indicator of college and career readiness.

*Implementation*

The Idaho Standards Achievement Test is administered each spring in April and May. Official results are not available until the summer. The ISAT will be administered to students in grades 3-10. The Idaho SDE gathers the data and provides it to the school during the summer following the spring administration. Gem Prep: Pocatello will compare our student data to the state average. The results will be aggregated by grade level and will be included in the performance certificate report.

**MSES Goal #3** At least 70% or more of Gem Prep: Pocatello students who have been enrolled for two years or more will demonstrate mastery of college and career standards by meeting or exceeding proficiency on the English Language Arts Idaho Standards Achievement Test administered each spring.

*Measurement Tool*

Idaho Standards Achievement Test (ISAT)

*Connection to our Mission*

A proficient score on the ISAT at the 10th grade level (currently being determined by the Idaho State Board of Education) is an indicator of college and career readiness.

*Implementation*

The Idaho Standards Achievement Test is administered each spring in April and May. Official results are not available until the summer. The ISAT will be administered to students in grades 3-10. The Idaho SDE gathers the data and provides it to the school during the summer following the spring administration. Gem Prep: Pocatello will compare our student data to the state average. The results will be aggregated by grade level and will be included in the performance certificate report.

**MSES Goal #4** At least 70% of Gem Prep: Pocatello juniors will score at or above the state composite score average on a college entrance exam such as the SAT or ACT.

*Measurement Tool*

College entrance exams such as SAT or ACT.

*Connection to our Mission*

Students who demonstrate readiness for college level courses on these exams, have the English and math skills necessary to succeed academically without the need for remedial

coursework. The SAT and ACT are also accepted as admission tests for college entrance at most institutions. By offering these exams and by having high expectations of Gem Prep: Pocatello students, these students are provided opportunity to overcome some of the first obstacles to college entrance and success.

While these MSES goals are primarily academic in nature, Gem Prep: Pocatello is currently working on teaching and measuring non-cognitive skills such as MESH (Mindsets, Essential Skills, and Habits). At the time of consideration for renewal of the charter in approximately 2020, Gem Prep: Pocatello believes that MSES goals around such non-cognitive skills will be essential. Gem Prep: Pocatello plans to begin administering MESH survey data in the 2016-2017 school year to establish a baseline for future years.

## Methods for Measuring Student Progress

In evaluating the School's success in meeting mission-based goals and objectives, The School is utilizing both standards-based and performance-based assessments.

Standards and standardization are the basis of assessment. Performance is assessed on at least five levels:

1. Student progress relative to previous performance is assessed through standardized assessments. We create student baselines using mandated testing results.
2. Performance is assessed relative to district and state developed standards. We do a comparison of annual results with baseline scores to assess progress.
3. Online adaptive assessments.
4. Student's progress towards meeting the Idaho Core is assessed by Gem Prep: Pocatello certified teachers through statewide standardized assessment results and internal assessments such as end of course exam, benchmark assessments, and individual student work.
5. College Readiness is assessed through nationally normed assessments such as the SAT as well as progress in dual credit and dual enrollment programs.

## Interventions and Corrections

Gem Prep: Pocatello's data driven instruction model allows ample time for interventions and corrections. After teachers give benchmark assessments, online adaptive assessments or other teacher created assessments, teachers have time to analyze the data during professional development time. After we give these benchmark/diagnostic assessments, we do a full day of data analysis with teachers. During this time, teachers analyze results and prepare re-teaching and intervention plans with students who are struggling. Teachers may also prepare extension activities or course changes to Gifted and Talented students. For students who need interventions, teachers plan targeted, differentiated small group lessons during synchronous instruction. Students' online and/or blended learning plans may also be altered to reflect the results of assessments and to provide additional remediation.

## Testing

Gem Prep: Pocatello participates in all state and federally mandated testing. The School has a testing coordinator who oversees the testing program and insures the testing process is followed with fidelity for all tests. For the 2014-2015 and also the 2015-2016 school years, Gem Prep: Pocatello had a 100% student testing participation rate and expects similar participation in future years. To facilitate this high rate of participation, Gem Prep: Pocatello informs parents well in advance of testing and also offers test make-up times for students unable to participate at the originally scheduled time.

We are currently investigating new Student Information Systems (SIS) that better align with our new model. Gem Prep: Pocatello is considering using Illuminate or PowerSchool. In addition to the SIS we are currently investigating the addition of Illuminate's Data and Assessment Management System, which would work with either of the student information systems. The Illuminate DNA system would give teachers and administrators access to reports, built in assessments, the ability to capture assessment data, data analysis tools and support, as well as data forecasting tools.

School ensures that student progress is closely tracked with two annual administrations of a criterion-referenced assessment across all grade levels. This data provides us with important growth data over the course of a school year. Gem Prep: Pocatello is considering the use of the NWEA MAP assessment for these bi-annual administrations.

### Proposed Testing Schedule:

Grade level	Language Arts	Math	Science
Kindergarten	<ul style="list-style-type: none"> <li>● Primary MAP (fall and spring)</li> <li>● Idaho Reading Indicator (state)</li> <li>● Kindergarten Skills Inventory (internal)</li> </ul>	<ul style="list-style-type: none"> <li>● Primary MAP (fall and spring)</li> <li>● Kindergarten Skills Inventory (internal)</li> </ul>	
First Grade	<ul style="list-style-type: none"> <li>● Primary MAP (fall and spring)</li> <li>● Idaho Reading Indicator (state)</li> </ul>	<ul style="list-style-type: none"> <li>● Primary MAP (fall and spring)</li> <li>● MCOMP (local)</li> </ul>	
Second Grade	<ul style="list-style-type: none"> <li>● Primary MAP (fall and spring)</li> <li>● Idaho Reading Indicator (state)</li> </ul>	<ul style="list-style-type: none"> <li>● Primary MAP (fall and spring)</li> <li>● MCAP (local)</li> </ul>	
Third Grade	<ul style="list-style-type: none"> <li>● ISAT*</li> <li>● Idaho Reading Indicator (state)</li> </ul>	<ul style="list-style-type: none"> <li>● ISAT*</li> <li>● MCAP (local)</li> </ul>	
Fourth Grade	<ul style="list-style-type: none"> <li>● ISAT*</li> <li>● MAP fall and spring</li> <li>● NAEP</li> </ul>	<ul style="list-style-type: none"> <li>● ISAT*</li> <li>● MAP (fall and spring)</li> <li>● NAEP</li> </ul>	
Fifth Grade	<ul style="list-style-type: none"> <li>● ISAT*</li> </ul>	<ul style="list-style-type: none"> <li>● ISAT*</li> </ul>	<ul style="list-style-type: none"> <li>● ISAT Science</li> </ul>
Sixth Grade	<ul style="list-style-type: none"> <li>● ISAT*</li> </ul>	<ul style="list-style-type: none"> <li>● ISAT*/MAP fall and spring</li> </ul>	

Seventh Grade	● ISAT*	● ISAT*	● ISAT Science
Eighth Grade	● ISAT* ● MAP (fall and spring) ● NAEP	● ISAT* ● MAP (fall and spring) ● NAEP	
Ninth Grade	● ISAT	● ISAT	
Tenth Grade	● ISAT* ● PSAT	● ISAT* ● PSAT	-End of course biology or chemistry exam
Eleventh Grade	● ISAT* ● PSAT/ISAT*/College Entrance Exam ● SAT	● ISAT* ● PSAT/ISAT*/College Entrance Exam ● SAT	
Twelfth Grade	NAEP	NAEP	

- \*Required testing to meet NCLB/ESSA
- Growth will be measured on the spring 2015 ISAT to the spring 2016 ISAT

### **Statewide Alternate Assessments (for special education students as outlined in their IEP)**

- ISAT Alt Science (Grades 5, 7 and 10)
- IRI Alt (Grades K-3)
- NCSC ELA & Math (National Center and State Collaborative Grades 3-8 & 10)

### **English Language Learners**

- Idaho English Language Assessment (IELA) Spring 2015 only
- Access 2.0 (first operational test spring 2016, transitioning from the IELA assessment)

### **Benchmark Assessments and Progress Monitoring**

As part of our data driven instruction model, we do regular diagnostic and benchmark assessments. Many of the online programs we currently use are Dreambox Math, TenMarks and Headsprouts which have progress monitoring built in. We do a school wide screening for reading and math at the K-3 grade levels in the fall, winter and spring and follow up with a diagnostic assessment if a student scores in the "intensive" level on the screener. However, we do plan to administer the following external benchmark/interim assessments.

Grade Level	Assessment	Fall	Mid-Year	Spring
K	NWEA MAP	X	As needed	X
1	NWEA MAP	X	As needed	X
2	NWEA MAP	X	As needed	X
3	ISAT Interim	X	As needed	
4	NWEA Map	X	As needed	X
5	ISAT Interim	X	As needed	
6	NWEA MAP	X	As needed	X
7	ISAT Interim	X	As needed	
8	NWEA MAP	X	As needed	X

9-11	ISAT Interim	X	As needed	
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We may edit this assessment plan as the state finalizes its assessments.

### **Annual Reporting of MSES**

Annual reports will be made available to the Idaho State Department of Education and the Idaho Public Charter School Commission regarding Gem Prep: Pocatello's MSES. Non-student specific MSES results will also be made available to parents and other stakeholders on the school's website, within 30 days of receipt of data. Student specific data will be is shared with parents.

### **Cumulative Records**

Gem Prep: Pocatello keeps all student records on file including immunization records, standardized tests, individual, quarterly progress reports and attendance records or unofficial transcripts. The cumulative files may be reviewed by students and by parents or guardians of students under age 18. Gem Prep: Pocatello does not release student records without the written consent of the parent (or student, if 18 years of age).

### **Middle School Credit Requirements**

Gem Prep: Pocatello will follow Idaho School Code requirements for middle school students. Students who meet those standards will be graduated to ninth grade.

### **Alternate Path:**

Retaking the semester course over the summer through IDLA at the expense of the parent.

Failure to meet this requirement will result in retention. Recommendation of retention will be placed in student's cumulative file in the event he/she transfers to another school.

If a 7<sup>th</sup> or 8<sup>th</sup> grade Gem Prep: Pocatello student must be retained at their current grade level the class size for that grade level will increase by one if the current class size has reached maximum capacity.

### **Credit Verification:**

Students entering the 8th grade who transfer from homeschool or an unaccredited school may verify 7th grade core classes through online diagnostic testing in Math and English Language Arts, and a portfolio review of student work in Science and Social Studies. The student may be asked to take a full year of Health/PE in 8th grade if credit for 7th grade is not documented.

<b>7<sup>th</sup> Grade Courses</b>	<b>Credits</b>	<b>8<sup>th</sup> Grade Courses</b>	<b>Credits</b>
Language Arts 7	2	Language Arts 8	2
Math or Pre-Algebra	2	Pre-Algebra, or Algebra I	2
Life Science 7	2	Physical Science 8	2
Social Studies 7	2	Social Studies 8	2
Health/PE 7	1	Health/PE 8	1
<b>Total</b>	<b>9</b>		<b>9</b>

\*Special Education, 504, and ELL plans will dictate alternate course requirements if needed.

## Accreditation

The Gem Prep: Pocatello program was included in I-DEA's accreditation. Gem Prep: Pocatello will apply for an independent accreditation to Northwest Accreditation Commission, a Division of AdvancED for accreditation, as required in IDAPA 08.02.02.140.

Gem Prep: Pocatello will apply for and renew accreditation every 5 years as required by the Northwest Accreditation Commission. The requirements used by the AdvancED Accreditation Commission are research-based standards to not only evaluate Gem Prep: Pocatello's organizational effectiveness, but also its K-12 programs, school wide culture, and satisfaction of our stakeholders. The five standards- Purpose and Direction, Governance and Leadership, Teaching and Assessing for Learning, Resources and Support Systems, and Using Results for Continuous Improvement, provide the framework for Gem Prep: Pocatello to continually monitor our effectiveness. It is our belief that using this set of research-based standards can provide focus and help Gem Prep: Pocatello leadership and stakeholders continue to provide a quality education for Gem Prep: Pocatello students.

To ensure continuing accreditation of Gem Prep: Pocatello, the school will maintain accreditation for its K-12 program in accordance with Idaho Code 33-5205(3) (e) and IDAPA 08.02.02.140. An accreditation committee appointed by the school administration will choose the appropriate accreditation standard and oversee the accreditation process. After accreditation, the school administration will submit annual accreditation reports to the Idaho State Department of Education and the authorizing entity. The accreditation will be completed through NWAC/AdvancED.

## School Improvement

~~If identified as a school in need of improvement, either as a priority or focus school, the board will actively look at data to ensure effective leaders are in place. In addition, school leaders including the administrative team will look closely at multiple levels of data to begin determining where and what focus areas need to be addressed. Strategic improvement planning will go into effect and the Idaho State Department of Education will become a network and resource to help guide Gem Prep: Pocatello in school improvement efforts. We will utilize the State Wide System of Support and utilize the framework for analyzing problems, identifying underlying causes, and addressing instructional issues to better understand why we have not made sufficient progress in student achievement. A plan will be written and will be comprehensive, highly structured specific and focused primarily on the school's instructional program. We will utilize the WISE tool and or other state suggested tools that allow us to include scientifically based research that will strengthen the core academic subjects in the school and address the specific academic issues that caused the school to be identified for school improvement.~~

# Tab 5: Governance Structure, Parental Involvement, Audits

## Governance Structure

Gem Innovation Schools of Idaho, Inc. (GIS) will be the charter holder and will govern Gem Prep: Pocatello pursuant to GIS's existing Articles of Incorporation, Bylaws, and Board Policies. Gem Prep: Pocatello will be its own LEA. Gem Innovation Schools of Idaho, Inc. is a non-profit organization organized and managed under the Idaho Nonprofit Corporation Act. The Corporation is organized exclusively for educational purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986 ("IRS Code"), or the corresponding provisions of any future federal income tax code. GIS will be the sole member of Gem Prep: Pocatello, LLC (GPP).

*Please see Appendix A-4 for IRS determination letter.*

~~Gem Prep: Pocatello, Inc., is a legally and operationally independent entity managed under the Idaho Nonprofit Corporation Act. The appointed Board of Directors is legally accountable for the operation of the charter school. Gem Prep: Pocatello, Inc., commits to compliance with all federal and state laws and rules and acknowledges its responsibility for identifying essential laws and regulations, and complying with them. The Board of Directors' meetings generally follows Robert's Rules of Order, and follows the Open Meetings laws, keeps accurate minutes, and makes the minutes available to the public, according to the Gem Prep: Pocatello, Inc. Bylaws and Public Records laws.~~

*Please see Appendix A-3 for the Bylaws and Appendix D-1 for the Board of Directors' resumes.*

## Public Records

Gem Prep: Pocatello complies with all aspects of the Idaho Public Records Law. All students receive written notification of how to request a transfer of student records to a specific school. Upon request, all records of students residing in the District are immediately transferred to the District.

## Board of Directors

The appointed Board of Directors is legally accountable for the operation of Gem Prep: Pocatello, Inc. The School commits to compliance with all federal and state laws and rules and acknowledges its responsibility for identifying essential laws and regulations, and complying with them. The Board of Directors' meetings will generally follow Robert's Rules of Order, and will follow the Open Meetings laws, keep accurate minutes, and make the minutes available to the public according to the Public Records laws.

Please see the Bylaws for number of voting and non-voting board members, election and term of office of voting and non-voting directors and officers. ~~The Gem Prep: Pocatello program is currently operating under the I-DEA board policies and the School is currently working with an attorney to customize the model board policy.~~

*Please see Appendix A-3 for the Bylaws.*

## **Selection and Replacement**

Appointments to the Board of Directors are held according to the Gem Prep: Pocatello Bylaws.

*See Appendix A-3 Bylaws regarding election process*

## **The Board of Directors seats**

Current board members and their resumes are in Appendix D-1.

## **Board of Director's Responsibilities**

The Board is responsible for the financial health of the school, managing the school's funds responsibly and prudently while prioritizing spending with consideration given to the school's mission, vision and educational program goals. The Board will make an effort to establish financial practices and reporting that result in accuracy and transparency. Board members participate in fundraising activities as deemed necessary and appropriate by the Board. Board members put the interests of the school first and refrain from using the position for personal or partisan gain.

Board business conducted at Board meetings is done per the bylaws and applicable laws (see Bylaws in Appendix A-3). Board members commit to the ethical standards set forth in the Ethical Standards agreement (see Board Ethics Statements in Appendix D-3).

The Board serves as the liaison between the school and the authorizing entity.

## **Recruiting Board Members**

The Board and Administration will seek prospective members who have training or experience in accounting/finance, law, education, publicity, marketing, and/or business.

~~The Gem Prep: Pocatello, Inc.,~~ Board understands that effective boards are a result of intentional and strategic planning. When planning for recruitment of new members, the board considers what the anticipated future board profile should reflect, and moves forward in a deliberate fashion to determine what expertise and necessary qualities they will seek in new members. Gem Prep: Pocatello administrators and the School's current board members continually seek out exceptional individuals to serve on the Schools' Board through ongoing professional and personal networking opportunities. Ideal prospective members will have



training or experience in accounting/finance, law, education, publicity, marketing, and/or business. The Board will leverage networking opportunities of staff, teachers, parents and community relationships such as the local Rotary Club, when seeking prospective members. When seeking hard-to-fill skills, the board may determine to seek possible candidates by posting an opening on local community boards and profession-specific communications and forums. Once a potential board candidate has been identified, their profile will be presented to the board for review and discussion, and if the members are in agreement the recruitment process may begin.

The recruitment process may involve both vetting and cultivating the interest of potential future board members, prior to appointment. Future appointees will be provided with educational materials relative to online and blended learning, such as webinars, books and conferences, prior to appointment and during their service on the board. The membership of the school board has a direct impact on the ability of the school to fulfill its vision. Should the board find that certain skills are not being filled by potential board members and finds the need to recruit more broadly, the board may establish a committee to oversee the recruitment and vetting of new members, to facilitate the process of renewing the school with energetic, enthusiastic, committed and skilled leadership.

### **Relationship between the Board of Directors and School Administration**

The ~~Gem Prep: Pocatello, Inc.~~ Board of Directors is the governing board of the Gem Prep: Pocatello school and has ultimate control over the school and all employee and parent concerns. If a parent or employee has a concern, they will first attempt to resolve the issue with the principal. If the issue cannot be resolved with the principal, the parent or employee may attempt a resolution with the School Academic Administrator and then the School Director. If their concern is still not resolved, it will be brought before the ~~Gem Prep: Pocatello School~~ Board of Directors.

The organization chart below demonstrates the reporting and interaction structure for Gem Prep: Pocatello, Inc.

The Board of Directors is responsible:

- For policy development and review
- For the financial health of the school
- For administrative and operational oversight (not day-to-day operations)
- For the legal affairs of Gem Prep: Pocatello
- To adopt, advocate for and oversee a school budget, which is responsive to school goals and meets the needs of all students
- To conduct an annual self-evaluation of its own leadership, governance and teamwork.
- To communicate and interpret the school's mission and other policy related matters to the public and stakeholders.
- To ensure there is a supportive, smoothly operating leadership team which advocates for both children and the community.

School Director works under the direction of the Board. Responsibilities include, but are not limited to:

- Implement the vision and mission of the school
- Recommend to the Board the hiring of personnel
- Fulfill state charter school requirements
- Insure GPP meets the performance requirements outlined in the performance cert
- Execute the policies of the Board
- Act as the intermediary between the Board and stakeholders
- Make recommendation to the Board on issues facing the school

Business Manager works under the direction of the school Director. Responsibilities include but are not limited to:

- Monthly and annual financial reporting to the board and outside entities
- Budgeting
- Day to day financial operations and accounting
- Financial records
- Purchasing and contracts
- State reporting requirements
- Payroll
- Insurance
- Benefits
- Accounts Payable

Academic Administrator works under the direction of the school Director. Responsibilities include but are not limited to:

- Develop curriculum, instruction and assessment
- Recommend special services
- Implement professional development
- Supply annual educational reports
- Supervises and evaluated school principal
- State assessment planning
- Oversee hiring educational staff and provide recommendations

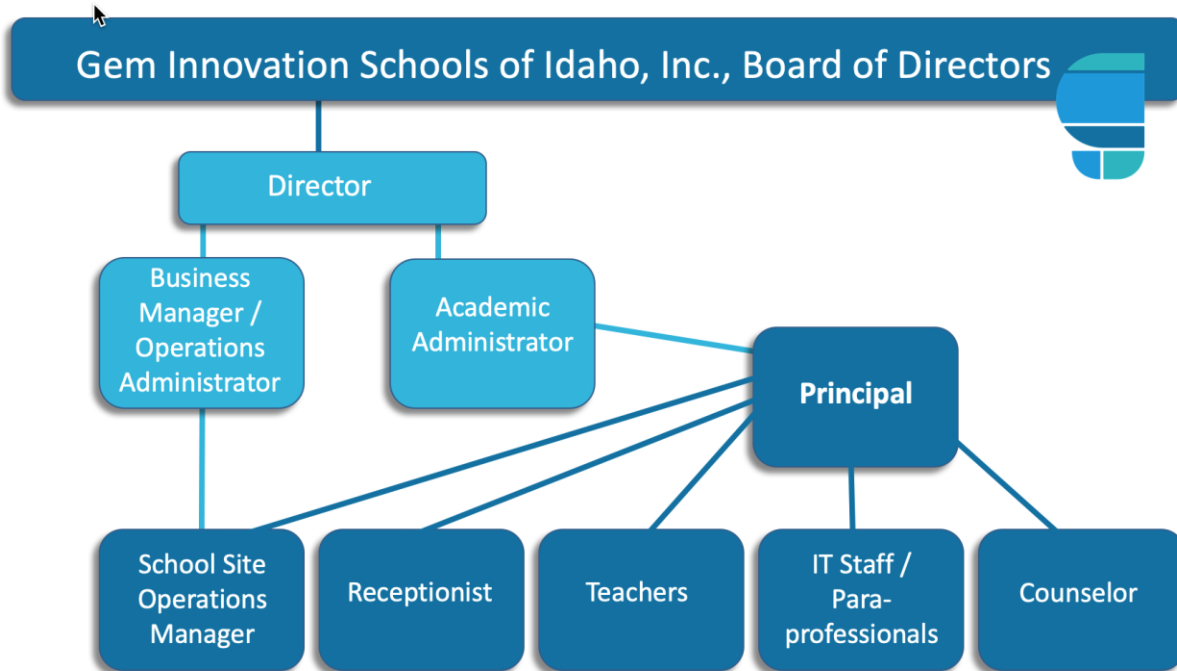
Operations Administrator works under the direction of the school Director. Responsibilities include but are not limited to:

- Facilities management
- Supervise school operations employee
- Transportation
- Nutrition
- Building security and student safety
- Technology

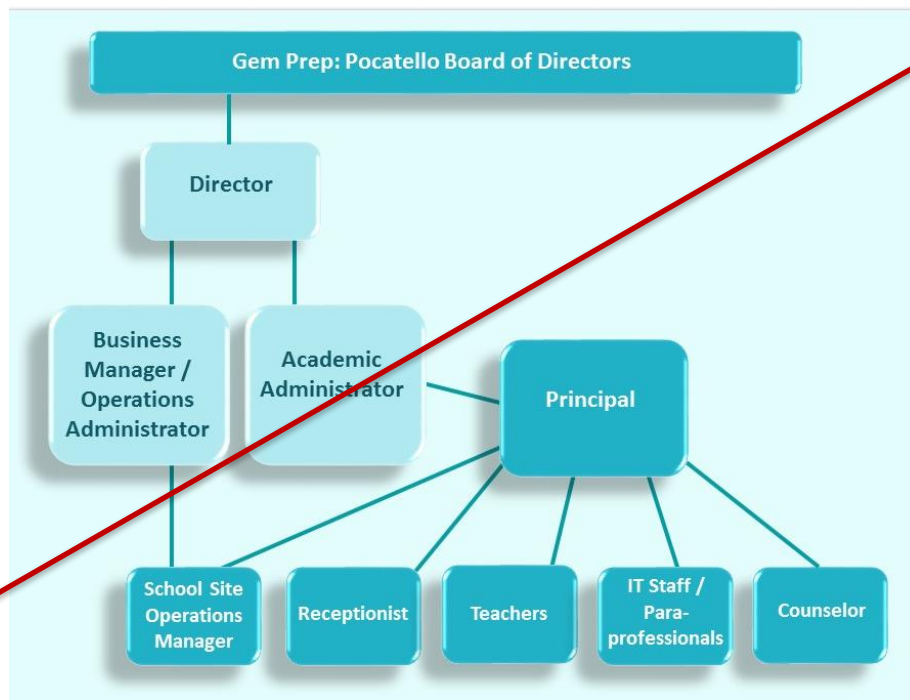
Principal works under the direction of the Academic Administrator. Responsibilities include but are not limited to:

- Parent and public relations
- Building school wide community and culture
- Student and staff discipline.
- Participate in curriculum development
- Supervise student scheduling
- Conduct all staff evaluations
- Provide teacher mentoring and coaching
- Resolve personnel issues
- Oversee substitute teacher roster, training and evaluation
- Student enrollment and records
- Attendance

The below organizational chart is the initial proposed plan. We anticipate minor changes over the course of our growth.



### **Gem Prep: Pocatello**



## Board Development

When new Board Members are added, they are provided with a New Board Member Packet. This packet contains information to help them understand what is involved in being a Board Member, such as but not limited to, the Gem Prep: Pocatello Charter, roles and responsibilities, meeting laws, state statute for charter schools, ethical standards, policies and financial reports and budgets.

Annually or throughout the year, at the discretion of the Chairman, there may be a training schedule to include, but not limited to, the roles/responsibilities of a Board, review of the school's charter, the Board's Ethical Standards, Open Meeting Law, and state statutes. As appropriate, the Board may include other training, including external training, as appropriate based on costs and time. The Chairman ensures the Board is aware of these opportunities.

Board members are encouraged to attend staff and parent education meetings.

The administrative team continues to disseminate research and information on blended learning to the Board, keeping them current and allowing for informed and knowledgeable decisions to be made by the governing body. The Gem Prep: Pocatello School Board members are committed to continued development. In May 2015, a board representative attended a blended learning consortium held at Boise State University, and upon return, shared the insights received with the other board members. Also, each board member has read the book entitled "Blended: Using Disruptive Innovation to Improve Schools" by Heather Staker and Michael Horn. Board members also participated in an in-service specifically about blended learning. In the 2015-2016 school year, the Board received training regarding academic assessments and also participated in training and discussion about board development and

the best practices of transitioning from founding boards to long-term mature governing school boards. In April 2016, representative members of the Board attended the SDE Charter School Boot Camp. The Board believes strongly in seeking out relevant and solid guides on blended learning, and in sharing that knowledge with each other and with their constituents in an effort to make Gem Prep: Pocatello a high performing, personalized learning school which prepares students for college, career and citizenship.

In an effort to continue the development and excellence of each ~~Gem Prep: Pocatello~~ Board member, an annual self-assessment will be conducted, similar to the Idaho School Board Association (ISBA)'s self-assessment tool. The data will be used to improve the Board and its individual members' functionality. An example may be the discovery that the Board is weak in financial knowledge, leading to additional training specific to educational finances. In addition to the needs addressed in the self-assessment surveys, Board members will participate annually in development opportunities specific to leadership of online and blended learning schools.

## Ethical Standards

~~Gem Prep: Pocatello's School~~ The Board will adhere to ethical standards established to ensure members conduct themselves in a trustworthy and ethical manner at all times in the performance of their duties and responsibilities. Each Board Member is required to read, understand, sign and adhere to the ethical standards of the Board. The school also includes training for Board Members on the ethics policy.

*Please see Appendix D-3 for signed Board ethics statements.*

## Parental Involvement

Parental involvement is a cornerstone of our schools, as we recognize that parental involvement is key to student success.<sup>5</sup> Upon enrollment, parents agree to comply with all school policy and procedures as outlined in the Student & Parent Handbook.

Gem Prep: Pocatello strongly encourages, but does not require, parents to complete 20 hours of participation/volunteerism each school year, with the intention that the more parents are involved, the more they will understand and be able to positively benefit the education of their students. The School's enthusiasm toward the participation program is to impart education ownership to the parents and to truly partner with them for their students' successes. All activities that parents/guardians voluntarily participate in on behalf of the school; whether at the campus or off-campus, are counted towards their volunteer hours. Parents are also encouraged to participate in school-related activities, including those pertaining to curriculum and instruction, such as tutoring and storytelling. Volunteers may also be involved in monitoring the playground, student drop-off and pick-up, and assisting with school events, PTO, school socials, etc. The school will maintain a

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<sup>5</sup> Numerous studies have found links between parental involvement and engagement and student academic success are strong, in fact, this link has now been deemed "undisputed". An example of these critical links includes the U.S. Dept. of Ed's 1995 report, *Strong Families, Strong Schools*. Additional researchers, including Kellaghan, Sloane, Alvarez, and Bloom (2003), and Beth Simon (1999), Topor, D, Keane, S., Shelton, T. and Calkins, S. "*The Interface of Family, School, and Community Factors for the Positive Development of Children and Youth*" (2010) have also well- documented and synthesized research on this topic.

differentiated list of parent volunteer activities and a log of volunteer hours is kept in the school office. As the school grows from kindergarten through high school, the parental involvement opportunities will be updated, as appropriate.

In an effort to encourage enrollment of students from families of diverse family dynamics, parents are provided a lengthy list of opportunities in which to be involved. This allows parent volunteerism and involvement even in families with two working parents, single parent households, low income families, etc. As a testament to this effort of balancing high parental involvement with a variety of family dynamics, during the 2015-2016 school year, Gem Prep: Pocatello served students who had a higher rate of qualification as "low income" than did the Pocatello School District.

All volunteers must complete a Volunteer Agreement form. Volunteers receive structured training (as needed), and must follow all policies and procedures defined by the School. If activity occurs that is not in keeping with the School policies, the school leader reserves the right to relieve the volunteer of his or her responsibilities.

A Parent Organization will provide consultation and support to the Board and the Administration regarding ongoing plans for the school.

Parental participation may also include, but is not limited, to the following:

- Ongoing contact with certified teaching staff
- Parent-teacher conferences
- Volunteering for school projects, programs and committees
- Attending Orientation Sessions
- Creation and participation in a Parent Teacher Organization
- Attending board meetings
- Creating committees to participate in the leadership and operation of the school
- Attending ongoing educational workshops
- Attending ongoing field trips and activities
- Receiving key information regarding school events on the Gem Prep: Pocatello website
- Reviewing online Student & Parent Handbook which is updated annually. School Administration will also solicit input on the Student & Parent handbook.

In order to create awareness of volunteer opportunities and other parental involvement opportunities, the information may be communicated via email and the school website

## Audits

Every year Gem Prep: Pocatello, Inc. will hire an independent certified public accountant to conduct an independent audit that complies with all generally accepted auditing standards and will be separate and distinct from all other charters held by the Board. At the completion of the audit, the Board reviews the results of the audit, approves and accepts the audit report and findings. A copy of the audit report will be submitted to the Authorizing entity and the

State Department of Education. The school will address any concerns brought up by the audit in a timely manner.

## Financial Reporting

Gem Prep: Pocatello, ~~Inc.~~ will comply with the financial reporting requirements of Idaho Code Section 33-701 (5-10). The Board will have prepared and published, within one hundred twenty (120) days from the last day of each fiscal year, an annual statement of financial condition and report of the school as of the end of such fiscal year in a form prescribed by the State Superintendent of Public Instruction pursuant to Idaho Code Section 33-701(5)(6).

The ~~Gem Prep: Pocatello, Inc.~~ Board will present and discuss all financial matters at public sessions and will post all financial results, budgets, audits, contracts and disbursements electronically on the Gem Prep: Pocatello website. The Board will hold an annual public hearing where the budget is discussed in detail. The Board will post notices of all meetings, including financial meetings, at the Gem Prep: Pocatello school site as well as two other public sites within the attendance area, such as at a public library.

Such annual statement shall include, but not be limited to, the amounts of money budgeted and received and from what sources, and the amounts budgeted and expended for salaries and other expenses by category. The annual statement will be submitted to the State Department of Education as required by law.

The School places copies of all teacher contracts and vendor contracts on the school website. In addition, the School places a listing of all disbursements on the website and makes available all such information upon request.

Annually, Gem Prep: Pocatello, ~~Inc.~~ will file with the State Department of Education such financial and statistical reports as the SOPI may require pursuant to Idaho Code Section 33-701(7). Gem Prep: Pocatello will destroy all claims or vouchers paid five years from the date the same was canceled and paid pursuant to Idaho Code Section 33-701(8).

~~Gem Prep: Pocatello, Inc.~~ The Board will review the school budget periodically and make appropriate budget adjustments. Amended budgets shall be submitted to the State Department of Education pursuant to Idaho Code Section 33-701(9).

Gem Prep: Pocatello, ~~Inc.~~ will invest any money coming into the hands of the school in investments permitted by section 67-120 of the Idaho Code.

## Tab 6: Employee Requirements

### Qualifications

~~Gem Prep: Pocatello's full time and part time staff meet or exceed qualifications required by state law. Instructional staff, including Special Education teachers, are certified teachers as required by Idaho Code Section 33-5205(3)(g). They will meet the qualifications outlined on the State Department of Education's website Highly Qualified Guidelines and Other Frequently Asked Questions. Administrators will be certified as administrators.~~

~~Staff are required to possess personal characteristics, knowledge, and experience consistent with the philosophy, mission and expectations of Gem Prep: Pocatello.~~

### Administrator Qualifications

~~Gem Prep: Pocatello Administrators meet or exceed qualifications required by state law, will be highly qualified and will fit the school model and philosophy. The principal will have an Idaho principal certification.~~

### Background Checks

~~All employees, subcontractors, board members, and volunteers who work with students independently are required to undergo State of Idaho criminal background checks and FBI fingerprinting in compliance with Idaho Code 33-130. Each person stated above shall submit the completed fingerprint card to the school who will submit such background check information to the Office of Certification at the State Department of Education.~~

### Health and Safety Procedures

~~Gem Prep: Pocatello will adopt a comprehensive Health and Safety plan in conjunction with feedback from parents and staff. To ensure the safety of employees and students, Gem Prep: Pocatello will comply with health and safety procedures, such as the following:~~

- ~~1) All state rules and regulations for student safety will be followed.~~
- ~~2) Conduct criminal history check for all employees in compliance with Idaho Code 33-130. This requirement is a condition of employment.~~
- ~~3) Require all students have proof of immunization before enrolling.~~
- ~~4) Require students to have a birth certificate or other identification before being enrolled at Gem Prep: Pocatello.~~
- ~~5) Requires that all visitors sign in at the office and receive and wear a visitor's pass when visiting the school building.~~



- ~~6) Student check out during the school day will require the person picking up the child to sign the child out at the office and to produce appropriate photo identification.~~
- ~~7) Staff will be trained in procedures outlined in the public schools' emergency plan.~~
- ~~8) Provide for inspection of the facility in compliance with Section 39-4130 of Idaho Code. Adopt policies to meet all required city, state, and federal health, accessibility, safety, and fire and building codes for public schools. Fire and safety officials using the same guidelines for all public schools will inspect the facility.~~
- ~~9) A health / nurse room will be furnished and supplied adequately for the number of students in the school. Health records highlighting chronic issues will be held on each student and made available in emergencies.~~
- ~~10) Emergency contact numbers will be maintained on all students. We will create a plan for quickly contacting parents during an emergency.~~
- ~~11) Fire and evacuation drills will be conducted regularly. Maps illustrating fire exit routes will be posted near the exit in every room.~~
- ~~12) Gem Prep: Pocatello will adopt and implement a comprehensive set of health, safety and risk management policies. These policies will be developed in consultation with the Gem's insurance carriers and at a minimum address the above and following items:
 
  - ~~a) Policies and procedures for response to natural disasters and emergencies, including fires and bomb threats.~~
  - ~~b) Policies relating to preventing contact with blood-borne pathogens.~~
  - ~~c) A policy requiring that all staff receives training in emergency response.~~
  - ~~d) Policies relating to the administration of prescription drugs and other medicine.~~
  - ~~e) A policy that the school will be housed in a facility that has received fire marshal approval and has been evaluated by a qualified structural engineer who has determined the facilities present no substantial safety hazard.~~
  - ~~f) Policies establishing that the school functions as a gun-free, drug, alcohol, and tobacco free workplace.~~
  - ~~g) A policy regarding internet usage that complies with all requirements set forth in the Children's Internet Protection Act.~~~~

~~Policies are incorporated as appropriate into the school's Student & Parent Handbook, and will be reviewed on an ongoing basis in the school's staff development efforts.~~

## **Disciplinary Procedures**

~~At the core of Gem Prep: Pocatello's culture is a commitment to academic excellence, college access and career success. Students are expected to work hard towards this pursuit and they are provided with a community of adults who believe that success is possible for all students enrolled in the school. We view each student as an individual and seek to develop an educational path that meets his or her needs.~~

~~We realize that creating a positive, safe, welcoming school culture is paramount to the success of our school and the well-being of our students. At Gem Prep: Pocatello, the Principal is the primary lead for school culture. S/he will design a comprehensive, consistent, school wide discipline plan with input from teachers. The plan establishes~~

behavioral expectations for students, staff and visitors that encourage a positive and respectful school climate and culture that is essential to creating and maintaining a safe and supportive school community. Our school culture plan is also focused on community building, connectedness, and creating an inclusive school—one where teachers are in the hallways greeting students, or making sure no student is sitting alone at lunch, for example. We will also create an anonymous reporting system for instances such as bullying, drugs and alcohol, to ensure that the school is safe.

Our school culture plan focuses on the positive, is preventative rather than reactionary and is grounded in research based programs such as Positive Behavior Intervention Systems (PBIS) and Responsive Classrooms. At the core of our school culture plan is our philosophy that we should first focus on character development that promotes student respect for themselves and others.

The key components of the school culture plan include:

- High expectations for behavior
- A positive, safe, inclusive and supportive learning community
- Respect for oneself, others and the learning environment
- Teaching appropriate behaviors and fostering responsible decision-making skills
- Building character and social-emotional skills: “Habits of Mind”
- The importance of adults modeling the behaviors that we expect from students

Responsive Classroom<sup>6</sup> has been found to increase student achievement, improve student teacher interactions, and has led to higher quality instruction. The program is rooted in cultivating Habits of Mind that are necessary for success in school, life and the work force. These habits were created in conjunction with the Collaborative for Academic, Social and Emotional Learning (CASEL) standards on social emotional learning, which identify five areas of social emotional learning: self-awareness, self-management, social awareness, relationship skills, and responsible decision making. We believe that these skills and habits are essential for students’ future success, and as such, we plan to integrate these programs and skills into both our school culture as well as our academic courses.

Student’s expectations for appropriate behavior are high and are communicated to students regularly. School policies are outlined in the Student & Parent Handbook and are reviewed at orientations, and the handbook is available on the Web site. Students are trained and coached on school culture during daily practice. We will measure the effectiveness of our school culture plan by tracking attendance, discipline referrals, and academic progress as well as surveying all community members, including teachers, students, and parents.

Discipline at Gem Prep: Pocatello emphasizes a positive approach, and we expect our students to behave in an age-appropriate, respectful way towards adults, classmates in school and personal property. When this does not occur, classroom teachers uses corrective strategies that correlate with the school’s philosophy. Teachers and staff are primarily

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<sup>6</sup> Please see <https://www.responsiveclassroom.org/about-responsive-classroom> for a detailed description of Responsive Classroom.

responsible for the maintenance of proper student behavior both within and outside of the classroom setting during the school day. Every reasonable effort is made by teachers/staff to solve discipline problems before they are referred to administration.

### **Procedure by which Students can be Suspended, Expelled and Reenrolled**

Gem Prep: Pocatello's Student & Parent Handbook follows state law (Idaho Code 33-205) that outlines a "code of conduct" including expectations and consequences for unacceptable behavior. Suspension or expulsion is considered only as the final option in a series of efforts to avoid such measures including, but not limited to, the following steps, in chronological order:

1. Parent/Guardian notification by Teacher/Staff (written and/or verbal).
2. Parent/Guardian notification by Teacher/Staff/Principal (written and/or verbal) and possible Parent/Teacher/Principal conference.
3. Possible suspension and prior to suspension if needed, the Principal shall grant an informal hearing on the reasons for the suspension and the opportunity to challenge those reasons. Parents will be notified of the student suspension in writing. Student suspension will not to exceed five (5) school days in length.
4. Re-admission after conference with Student/Parent/Principal. Possible additional ten (10) days suspension by the school's board of directors and provided, that on a finding by the school's board of directors, that immediate return to school attendance by the suspended student would be detrimental to other pupils' health, welfare or safety, the board of directors may extend the suspension for an additional five (5) school days. Readmission after conference with student/ Parent/ Principal.
5. Expulsion (Idaho code 33-205) by school's board of directors by written notice to the Parent/Guardian of the pupil stating the grounds for expulsion and the time and place where such Parent/Guardian may appear to contest the action of the board. Length of expulsion to be determined by school's board.
6. Readmission after meeting with the Gem Prep: Pocatello Board of Directors and Administrator prior to the end of the expulsion. In accordance with Idaho Code 33-205, the school's Board of Directors may deny enrollment or may expel or deny attendance to Gem Prep: Pocatello to any pupil who is habitual truant, or who is incorrigible, or whose conduct in the judgement of the Board is such as to be continuously disruptive of school discipline or the instructional effectiveness of the school, or whose presence in a public school is detrimental to the health and safety of other pupils. A student may be readmitted once meeting the expectations set by the board for that student's readmission. For example, if a student has been expelled for injuring another student in anger, the board may require the student to receive anger management counseling, apologize to the injured student, and meet with the teacher and school principal to discuss a plan to avoid similar instances in the future in order to be readmitted to the school.

*Please see Appendix Q for our Student & Parent Handbook, which contains detailed information on discipline.*

## **Students with Disabilities**

A pupil identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act (“IDEA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. The School follows the IDEA, Section 504, and all applicable federal and state laws, including the procedures outlined in the Idaho Special Education Manual, when imposing any form of discipline on a pupil identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such pupils.

## **Contacting Law Enforcement and Student’s Parents**

When a student is suspected of being in violation of federal, state, or local law for possession, use, or distribution of any illegal drug or controlled substance, the local law enforcement agency is to be notified immediately. The Principal or designee shall communicate all available information to the police and offer the full cooperation of the administration and faculty in a police investigation. The principal or his/her designee will notify a parent or guardian of an interview or detainment of a minor student by law enforcement officials.

Any search, seizure, or subsequent disciplinary action shall be subject to applicable school policies, regulations, state laws or student handbook rules.

The policy will be included in the student handbook and on the school’s website.

Gem Prep: Pocatello will comply with Idaho Code Section 33-210. In keeping with the federal regulations established by the Drug Free Workplace Act of 1988, Gem Prep: Pocatello is committed to the concept of having a drug free work and student environment. It is our intent that programs and activities be planned and carried out by the professional staff that will enable the school to achieve this goal.

The primary focus of our program is educational in nature, with instruction geared to discourage student experimentation of any mood altering substance. Our health class will be our first line of defense against drug and alcohol use. A companion focus of this program shall be aimed to assist students who have made unacceptable choices regarding any controlled substance. A necessary part of the latter focus is an attitude among teachers and other staff members that one of our responsibilities is to assist those students who need help in overcoming their potentially addictive behaviors. We believe that it is possible to have a totally drug free environment in the school setting. If a student cannot, or will not, commit to responsible behavior to help achieve this goal, several sanctions may be imposed as a disciplinary measure. They include, but are not limited to, the following:

- Parent or guardian contacted
- Referral to assistance, such as counselors and/or health professionals
- Referral to an outside agency for chemical dependency assessment and/or treatment
- Suspension from school
- Expulsion from school

*Please see Appendix Q for the Student & Parent Handbook.*

## **Alcohol, Drugs and Tobacco**

The Board of Directors recognizes that student use of chemical substances is a serious problem of utmost concern in our society. Drug, alcohol, and tobacco use is detrimental to a state of well being and undermines the aim of education, which is to enable individuals to develop to their full potential. The school seeks to ensure the highest standards of learning in the classroom and recognizes that use of chemical substances—including alcohol, tobacco, controlled substances and other substances as defined in the policy—creates educational, economic and legal problems (I.C. 33-210). Gem Prep: Pocatello supports prevention, early intervention, and appropriate referral. Our intent is to identify and document any behavior/appearance that would be considered problematic to the student.

## **Bullying and Harassment**

Bullying/harassment is defined as any physical, verbal, cyber, or socially aggressive behavior calculated to intimidate, harm, injure, coerce, ridicule, or threaten. Any staff member observing or suspecting bullying behavior shall intervene.

*Please see Appendix Q for the Student & Parent Handbook.*

## **Suicide Prevention**

Gem Prep: Pocatello will comply with Idaho Code 33-512-B, Suicidal Tendencies-Duty to Warn and Idaho Administrative Procedures Act (IDAPA). 08.02.03.160. Additionally, Gem Prep: Pocatello uses the 4-pronged approach recommended in the Idaho Guidelines for Suicide Prevention in Schools:

- *Student Well Being:* Dr. Thomas Joiner, in his book *Why People Die By Suicide*, documented two major warning signs for suicide: failed belongingness and perceived burdensomeness. School personnel and a strong school culture can play a key role in increasing student feelings of belongingness and capability/effectiveness (non-burdensomeness).
- *Training:* Staff training is to include all certified school personnel, in the fall of each new school year. Training will be incorporated into the professional development days, provided to certified teachers prior to the start of each school year.
- *Student Training:* Student prevention will be administered in a regular, relevant class setting, in our health class. The curriculum will focus on warning signs; protective factors, available community mental health services, and a strong message of hope,

~~with the purpose of helping students identify classmates or themselves to prevent suicide. We will use the following guidelines:~~

- ~~○ Do not present students with curriculum until school personnel, parents, and community mental health providers are on board and support is available for those presenting with suicide ideation.~~
- ~~○ Do not present student suicide prevention training within six to twelve months of a completed suicide, depending on the readiness of the school community. Continue post intervention activities.~~
- ~~Screening: It is critical to follow up with students who are identified by the training or coursework as at risk.~~

## ~~Professional Codes and Standards~~

~~Staff must comply with the professional codes and standards approved by the State Board of Education, including the Code of Ethics for Idaho Professional Educators outlined in IDAPA 08.02.02.076.~~

## ~~Transfer Rights~~

~~Gem Prep: Pocatello, Inc. will be its own Local Education Agency (LEA). No employee transfer rights apply between Gem Prep: Pocatello and any other school district.~~

## ~~Employee Benefits~~

~~Gem Prep: Pocatello, Inc. complies with all state and federal laws addressing employment benefits and insurance. At a minimum, all eligible employees are covered by worker's compensation insurance and unemployment insurance, and have Federal Social Security withheld along with the employer's matching contributions, are covered under the Public Employee Retirement System of Idaho (PERSI), and are offered health insurance. It is the intent of Gem Prep: Pocatello, Inc. to offer competitive wages and benefits so that it can recruit and retain talented employees. All employees who currently are members of PERSI will continue their participation. All new employees that are eligible for PERSI will become members of PERSI. All employees will contribute to the Federal Social Security System. Gem Prep: Pocatello, Inc. will make all employer contributions as required by PERSI and Federal Social Security. In addition, the school pays for worker's compensation insurance, and any other payroll obligations of an employer as required by Idaho Code 33-1279. Gem Prep: Pocatello, Inc. also allows for accumulation of sick leave as allowed by Idaho Code 33-1217. The Board provides health insurance and may establish other benefits. The Board has developed a process to ensure that all eligible employees are enrolled in one of the school's health insurance plans.~~

## ~~Collective Bargaining~~

~~Per Idaho Code 33-5205, Gem Prep: Pocatello's staff and employees are a separate unit for purposed of collective bargaining.~~

## **Nondiscrimination in employment**

Job postings and all other hiring and employment practices will be free of any unlawful discriminatory language or practices.

## **Contracts**

All teachers and administrators are on a written contract with Gem Prep: Pocatello approved by the Board.

The contract is conditioned upon a valid certification being held by such professional personnel at the time of entering upon the duties. A copy of all teacher and administrator contracts along with certificates for certified teachers and administrators are on file.

## **Teacher Professional Development**

As The School grows, Gem Prep: Pocatello will need to hire several new teachers. It is essential that each of these teachers joins the School ready to have immediate impact on students' education and that they are supported and developed through the course of their career. We also realize that our model will require specific professional development in order for it to be effective. We are thoughtful in our approach to hiring and retaining good teachers to ensure that our model is implemented with fidelity.

*Please see Appendix N-1 for the Professional Development Plan*

## **Retention**

Gem Prep: Pocatello knows that recruiting, selecting and developing high quality teachers is a wasted effort if the organization is unable to retain those teachers so that they continue to have a positive impact on student learning year after year. A key component of our retention strategy lies in the development efforts described above. Teachers are treated as professionals and significant investment is made in ensuring they continue to improve their craft and feel value in this work. Further, a personalized approach to professional development (PD) is utilized to make PD more meaningful to each teacher. A professional development plan for each teacher is created with their supervisor, in accordance with submitting portfolio evidence to ensure that all teachers are successful in our model and that PD is personalized to their individual learning needs.

## **Teacher Evaluation**

Professional development takes a personalized approach. After a self assessment, teachers set goals with the school principal at the start of the year. They are observed multiple times per year by the Principal, and are evaluated twice per year according to multiple measures, including student achievement and formal observations. Evaluators meet with teachers at least three times per year to set goals, have a mid-year conference, and have an end of the year, final/summative conference.

~~Professional Development is tailored to the needs of teachers as identified in their growth plans. As stated above, all teachers have a personalized learning plan that identifies their individual needs and lays out a professional development plan that is a mix of in-person and online offerings. Teachers are evaluated according to the Gem Prep: Pocatello Rubric, which is aligned to standards.~~

~~Teachers who are underperforming are given coaching and additional resources by both the Academic Administrator and the Principal. The teachers' professional development plan is adjusted as necessary to assist them.~~

### **School Leader/Principal Development**

~~A School Leader/Principal has been hired for Gem Prep: Pocatello. The contract began July 1, 2015.~~

~~The principal of the school is evaluated at least once yearly, and the evaluation includes multiple objective measures such as: teacher observation, parent input, teacher input, survey results, and student achievement results. The plan is also aligned to standards.~~



## **Tab 7: Enrollment, Admissions, Attendance Discipline, Student Policies**

### **Enrollment**

GPP's instructional model includes challenging each student at their comprehension level. One way GPP does this is by placing students in the grade level of their comprehension, not necessarily in the grade level of their birth year. While this practice keeps students academically challenged, changing a student's grade level placement also creates challenges to keep within the grade level cap.

Gem Prep: Pocatello's enrollment is capped at 366-732 students in grades K-12. The table below contains the grade-by-grade plan to grow to 582 students over six years. While the Board has a grade-by-grade plan that targets 582 students, the Board requests a single K-12 enrollment capacity of approximately 732. This approach allows the Board to adjust grade-level student numbers, within the 732-student cap, in order to assure availability for all current students who wish to re-enroll, in order to place students in the grade level of their comprehension, and in response to market needs. For the purpose of the lottery, no less than three months prior to GPP's application deadline, the Board of Directors will establish the annual school-wide enrollment capacity not to exceed 732 students and an annual enrollment capacity for each grade level. Annually, no less than thirty (30) days prior to Gem Prep: Pocatello's application deadline, the Board of Directors establish, at its regularly scheduled meeting, by motion and vote, an 'Annual Enrollment Capacity' as follows: Based on recommendations from the Administration, the Board establishes: (1) an annual school-wide enrollment capacity not to exceed 366 students; and (2) an annual enrollment capacity for each grade. Each year, the Administration will: (1) Post the Annual Enrollment Capacity information on the Gem Prep: Pocatello web site within five (5) days of the Board vote; and (2) conduct the lottery and enrollment process in compliance with the limits established in the Board's Annual Enrollment Capacity motion and vote.

### **Enrollment Capacity**

In order to assure availability for all students who wish to re-enroll, Gem Prep: Pocatello's enrollment caps are set at 24 students for grades K-3 and 30 students for grades 4-12. Gem Prep: Pocatello follows Idaho law in cases of over enrollment by utilizing the lottery provision. The chart below outlines the enrollment capacity plan. The below chart shows enrollment caps set for each grade level from SY2014 through SY2022. Grades 7-12 numbers are larger than the actual anticipated enrollment numbers. These caps are necessitated in order for the school to accommodate all students who wish to continue enrollment. (See the chart on page 19 Tab 2 showing the anticipated enrollment projections for the school.)

Gem Prep: Pocatello Enrollment						
Grade	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
K	48	48	48	48	48	48
1	48	48	48	48	48	48
2	48	48	48	48	48	48
3	48	48	48	48	48	48
4	30	60	60	60	60	60
5	30	60	60	60	60	60
6	30	30	60	60	60	60
7	23	23	45	45	45	45
8	23	23	45	45	45	45
9		20	20	30	30	30
10		20	20	30	30	30
11			20	20	30	30
12				20	20	30
<b>TOTAL</b>	<b>328</b>	<b>428</b>	<b>522</b>	<b>562</b>	<b>572</b>	<b>582</b>

### Gem Prep: Pocatello Enrollment Capacity

\*For historical actual enrollment and future anticipated enrollment please see chart in Tab 2.

Historical Program Enrollment Capacity			Grade	School Enrollment Capacity (2017-2022)					
2014-15	2015-16	2016-17		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
24	24	24	K	24	24	24	24	24	24
24	24	24	1st	24	24	24	24	24	24
	24	24	2nd	24	24	24	24	24	24
	24	24	3rd	24	24	24	24	24	24
		30	4th	30	30	30	30	30	30
			5th	30	30	30	30	30	30
			6th		30	30	30	30	30
			7th			30	30	30	30
			8th			30	30	30	30
			9th				30	30	30
			10th				30	30	30
			11th					30	30
			12th						30
<b>48</b>	<b>96</b>	<b>126</b>		<b>156</b>	<b>186</b>	<b>246</b>	<b>306</b>	<b>336</b>	<b>366</b>

## Student Recruitment

Student Recruitment is owned locally. The Principal is held accountable for meeting the enrollment projections. Equally, if not more important, it is critical that the Principal and staff make connections with prospective parents early and feel a sense of ownership for ensuring that they are providing a high quality education that attracts students. Recruitment strategies include developing partnerships with local preschools, religious and other community organizations as well as holding information sessions and advertising through local channels, as well as on all of our external communications.

## Admissions Procedures

Gem Prep: Pocatello is open to all children, on a space-available basis within each grade. No student will be denied admission based on ethnicity, creed, gender, disability, or place of residence. No out of state residents will be enrolled.

Gem Prep: Pocatello follows the equitable selection process that is outlined in IDAPA 08.02.04.203.07 or another method that is approved by the authorizer.

As a public charter school, Gem Prep: Pocatello must, as a condition of its charter, have an open enrollment policy. Charter schools have a cap or limit as to the number of students they can accept. If the number of applications to a charter school exceeds the capacity of the school, all applicants will have an equal chance of being admitted through a random selection process or lottery.

Gem Prep: Pocatello follows the model admission procedure identified by the Idaho State Board of Education.

1. Prospective students will be given the opportunity to enroll regardless of race, color, national or ethnic origin, religion, sex, social or economic status, or special needs.
2. Prior to enrollment each year, Gem Prep: Pocatello will advertise in local media and online and make application forms available online. The application will include information pertinent to filling available slots.
3. Students currently attending Gem Prep: Pocatello will have first preference and Gem Prep: Pocatello's full-time employee's children will have next preference for admission to the school, with a maximum of 10% of the student population consisting of full-time employee's children.
4. Siblings of students already selected by lottery will be given next priority.
5. Prospective students residing in the primary attendance area of the school will be the next priority.

6. All other students residing outside of the attendance area will be the final priority.

Gem Prep: Pocatello substantially follows the model admission procedure identified by the Idaho State Board of Education.

### **Requests for Admission**

Gem Prep: Pocatello complies with Section 33-5205 (3)(j) Idaho Code. A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a child in this state, may make a request in writing for such child to attend Gem Prep: Pocatello. In the case of a family with more than one (1) child seeking to attend Gem Prep: Pocatello, one written request for admission must be submitted on behalf of all siblings. The written request for admission must be submitted to, and received by, Gem Prep: Pocatello on or before the enrollment deadline established by Gem Prep: Pocatello. The written request for admission shall contain the name, grade level, address, and telephone number of each prospective student. If the initial capacity of Gem Prep: Pocatello is insufficient to enroll all prospective students, a lottery (as outlined above) shall be utilized to determine which prospective students will be admitted to Gem Prep: Pocatello. Only those written requests for admission submitted on behalf of prospective students that are received prior to the enrollment deadline established by Gem Prep: Pocatello shall be permitted in the lottery. Written requests for admission received after the established enrollment deadline will be added to the bottom of the final selection list for the appropriate grade.

### **Lottery Process**

Gem Prep: Pocatello holds a lottery each year unless the initial capacity of Gem Prep: Pocatello is sufficient to enroll all prospective students. The lottery is held in a public forum and a neutral 3rd party conducts the lottery selection. Gem Prep: Pocatello determines the students who will be offered admission by conducting a fair and equitable lottery conducted according to IDAPA 08.02.04.203 and Idaho Code 33-5205.

### **Waiting Lists**

Once the equitable selection process is conducted each year, waiting lists for each grade are developed. Students are placed on the list according to the order they were drawn for each priority group. Those lists are used to fill available spots until the next equitable selection process is conducted. If a student does not accept an offer for enrollment or the parent does not respond to the offer by the date designated in the offer the student's name is removed from the list and the next eligible student is offered the seat.

Any written requests for admission received after the lottery has been conducted are added to the bottom of the wait list for the appropriate grade and preference group.

Wait lists do not carry over from one year to the next.

All openings during the school year are filled according to the order of this wait list. If a

parent, guardian, or other person receives an offer on behalf of a student and declines admission, or fails to respond to such an offer in a timely manner by the date designated in such offer by Gem Prep: Pocatello, then the name of such student is stricken from the wait list, and the seat that opens in that grade is made available to the next eligible student on the wait list.

Written requests for admission received after the lottery has been conducted are added to the bottom of the wait list for the appropriate grade. If a student is enrolled in Gem Prep: Pocatello, and their sibling is on the waitlist, the sibling student will advance to the bottom of the sibling waitlist for their respective grade level, in accordance with (Rules Governing Public Charter Schools) IDAPA 08.02.04.203.04.

The names of the persons in highest order on the final selection list shall have the highest priority for admission to Gem Prep: Pocatello in that grade, and shall be offered admission to Gem Prep: Pocatello in such grade until all seats for that grade are filled.

### **Attendance Requirements and Records**

Consistent attendance is essential to remaining in the Gem Prep: Pocatello program. Gem Prep: Pocatello students will meet or exceed the instructional hours as outlined in Idaho Code: 450 hours for kindergarten; 810 hours for grades 1-3; 900 hours for grades 4-6; and 990 hours for grades 7-12.

### **Notification of Enrollment Opportunities**

In accordance with IDAPA08.02.02.203.02, Gem Prep: Pocatello ensures that the public notification process of enrollment opportunities will include the dissemination of enrollment information, at least three months in advance of the enrollment deadline established by Gem Prep: Pocatello each year. The information is posted in highly visible and prominent locations within the attendance area of the school, as well as, on the school's website. In addition, Gem Prep: Pocatello ensures that such process includes the dissemination of press release or public service announcements to media outlets such as television, radio, and newspapers that broadcast within, or dissemination of printed publications within, the area of attendance of the school. Gem Prep: Pocatello ensures that such announcements are broadcast or published by such media outlets on at least three occasions, beginning no later than fourteen days prior to the enrollment deadline each year. The School is committed to providing and disseminating outreach and enrollment information in languages represented within the attendance area, e.g. Spanish. The current principal of Gem Prep: Pocatello is bilingual in Spanish and actively participates in enrollment activities. Enrollment information advises that all prospective students will be given the opportunity to enroll in the public charter school regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs.

*Please see Appendix K for a map of the primary attendance area.*

## Denial of Attendance

In accordance with Idaho Code 33-205, the school's Board of Directors may deny enrollment or may expel or deny attendance to Gem Prep: Pocatello to any pupil who is a habitual truant (I.C. 33-201), or who is incorrigible, or whose conduct, in the judgment of the Board, is such as to be continuously disruptive of school discipline or the instructional effectiveness of the school, or whose presence in a public school is detrimental to the health and safety of other pupils, or who has been expelled from another school district in this state or any other state. Any pupil having been denied enrollment or expelled may be enrolled or readmitted to the school by the Board of Directors upon such reasonable conditions as may be prescribed by the Board, but such enrollment or readmission shall not prevent the Board from again expelling such pupil for cause.

The process for expulsion and denial of attendance is in Tab 6 under Student Discipline. For Special Education cases, refer to Tab 3 under Special Education Services.

## Student & Parent Handbook

Gem Prep: Pocatello has developed a draft K-6 Student & Parent Handbook, which outlines school policies, Internet Use, and disciplinary procedures. As the school grows, a secondary handbook will be developed to reflect the laws applicable at that time.

In order to ensure that both parents and students understand the expectation for students at Gem Prep: Pocatello, handbook policies are reviewed at orientation, and are available on the school's Web site.

*Please see Appendix Q for the Student & Parent Handbook.*

## Internet Use

Gem Prep: Pocatello has a comprehensive, realistic and enforceable Internet Use Policy, which includes parent permission.

## **Tab 8: Business Plan, Transportation and School Lunch**

### **Business Plan**

~~Gem Prep: Pocatello is a non-profit organization organized and managed under the Idaho Nonprofit Corporation Act. The Corporation is organized exclusively for educational purposes within the meaning Section 501(c) (3) of the Internal Revenue Code of 1986 (“IRS Code”), or the corresponding provisions of any future federal income tax code. The Articles of Incorporation for Gem Prep: Meridian were filed with the Secretary of the State of Idaho on March 23, 2015 and an Employer Identification Number has been received. An Articles of Amendment for a name change to Gem Prep: Pocatello was filed and approved on December 21, 2015. The Business Manager is in the process of filing an Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code (form1023). Charter Schools face the challenges of tight budgets resulting in part from not having access to the local taxes that traditional public schools enjoy. The non-profit status is important in accessing contributions from entities that are willing to donate to the programs of charter schools.~~

~~Since 2014, I-DEA has developed and implemented a K-4 face-to-face campus program, utilizing the knowledge and practices learned through I-DEA to transition a way to meet the needs of students who desire a more individualized, adaptive, face-to-face educational program. The plan is to transition the program to a commission authorized charter school beginning the 2017-2018 school year. At such time, the school will support kindergarten through 5<sup>th</sup> grades, and will grow to include K-12 by the 2022-23 school year.~~

### **Marketing Plan**

~~Gem Prep: Pocatello believes that the best marketing strategy is to deliver an excellent education for students, which produces strong results. The program has seen an enrollment trend of retention for over the past two years, with students re-enrolling for their next consecutive year and sharing with their own communities about their experiences with Gem Prep: Pocatello. This positivity and word-of-mouth communication has been the number one reason for the increased enrollment and the wait-list for the 2016-2017 school year. The school staff, families, board members and other constituents tell the story to a broad range of external stakeholders.~~

~~In addition to the most critical audiences of prospective families and teachers, the organization continues to seek opportunities to proactively build a brand around innovation that establishes Gem Prep: Pocatello as a national leader in the realm of next generation learning. The school engages in a variety of marketing and relationship building activities in an effort to both increase enrollment and to solidify the brand within the community. This may be accomplished through a variety of tools capable of reaching a wide cross section of the local community, which continues to include underserved and at-risk families. The School intends to continue to participate in successful outreach opportunities such as:~~

- Participation in community and other networking events, e.g. fairs, family days, parades, special zoo events, holiday activities, etc. The current bilingual principal attends most of these community functions.
- Social Media: Facebook, Community Calendars
- Gem Prep: Pocatello Web site
- Brochures and Posters handed out and placed on community bulletin boards, the local swimming pool, rec center, local public libraries, and other family gathering places, as well as shared with local community leadership groups such as Rotary, etc. Bilingual principal participates in outreach activities where he can meet face-to-face with constituents.
- Local media coverage, news releases and articles - specifically identifying that the school is open to all students within the enrollment area and serves-equally-all demographics.
- Invitations to campus given to legislators, community leaders, philanthropists, local businesses, etc.
- Signage on campus and at public events; in languages appropriate to demographics of the enrollment area.
- Participation in community support drives with other schools and local businesses.
- Events (open houses, summer socials on campus, gatherings at local community activities, and summer lunches in the park, etc.)
- Participation in PTO activities, fund raisers and community projects on and off campus
- Relationship building with local libraries; continuing to partner with them in various venues for student story-time and outreach opportunities to reach a wide-range of constituents.

The School's marketing plan has reached and enrolled a larger portion of low income underserved families than the local school district, and has impacted the local enrollment area by purposing to find ways to reach out to all constituents within the enrollment area. The School continues to pursue opportunities to market to the underserved populations, minorities, as well as to all within the enrollment area.

*See Appendix O for Outreach and Marketing Plan*

## **Resumes**

~~Please see Appendix D-1 for resumes of the Board of Directors D-4 for Administration resumes.~~

## **Management Plan**

The Gem Prep: Pocatello Innovation Schools, Inc. Board of Directors is the governing board of the Gem Prep: Pocatello school and has ultimate control over the school and all employee and parent concerns. If a parent or employee has a concern, they will first attempt to resolve the issue with the school principal. If the issue cannot be resolved with the principal, the parent or employee may attempt a resolution with the School Academic Administrator and



then the School Director. If their concern is still not resolved, it will be brought before the Gem Prep: Pocatello ~~b~~Board of Directors.

The organization chart below demonstrates the reporting and interaction structure for Gem Prep: Pocatello.

The Board of Directors is responsible:

- ~~For policy development and review~~
- ~~For the financial health of the school~~
- ~~For administrative and operational oversight (not day-to-day operations)~~
- ~~For the legal affairs of Gem Prep: Pocatello, Inc.~~
- ~~To adopt, advocate for and oversee a school budget, which is responsive to school goals and meets the needs of all students~~
- ~~To conduct an annual self-evaluation of its own leadership, governance and teamwork.~~
- ~~To communicate and interpret the school's mission and other policy related matters to the public and stakeholders.~~
- ~~To ensure there is a supportive, smoothly operating leadership team which advocates for both children and the community.~~

School Director works under the direction of the Board. Responsibilities include, but are not limited to:

- ~~Implement the vision and mission of the school~~
- ~~Recommend to the Board the hiring of personnel~~
- ~~Fulfill state charter school requirements~~
- ~~Insure GPP meets the performance requirements outlined in the performance cert~~
- ~~Execute the policies of the Board~~
- ~~Act as the intermediary between the Board and stakeholders~~
- ~~Make recommendation to the Board on issues facing the school~~
- ~~Strategic Planning~~

Business Manager works under the direction of the school Director. Responsibilities include but are not limited to:

- ~~Monthly and annual financial reporting to the board and outside entities~~
- ~~Budgeting~~
- ~~Day to day financial operations and accounting~~
- ~~Financial records~~
- ~~Purchasing and contracts~~
- ~~State reporting requirements~~
- ~~Payroll~~
- ~~Insurance~~
- ~~Benefits~~

~~Academic Administrator works under the direction of the school Director. Responsibilities include but are not limited to:~~

- ~~• Develop curriculum, instruction and assessment~~
- ~~• Recommend special services~~
- ~~• Implement professional development~~
- ~~• Supply annual educational reports~~
- ~~• Supervises and evaluated school principal~~
- ~~• State assessment planning~~
- ~~• Oversee hiring educational staff and provide recommendations~~

~~Operations Administrator works under the direction of the school Director. Responsibilities include but are not limited to:~~

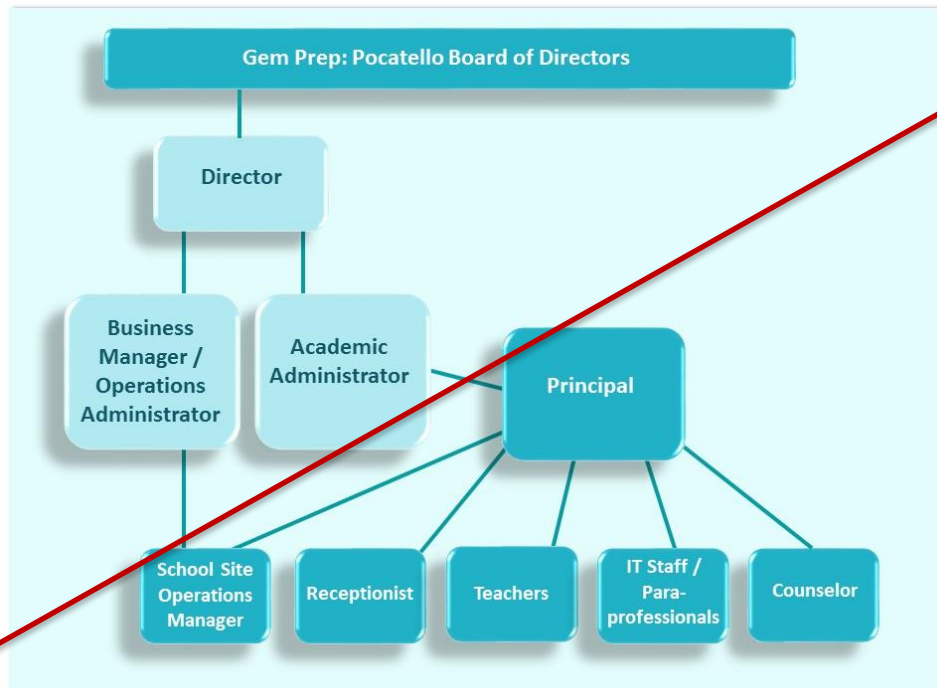
- ~~• Facilities management~~
- ~~• Supervise school operations employee~~
- ~~• Transportation~~
- ~~• Nutrition~~
- ~~• Building security and student safety~~
- ~~• Technology~~

~~Principal works under the direction of the Academic Administrator. Responsibilities include but are not limited to:~~

- ~~• Parent and public relations~~
- ~~• Building school wide community and culture~~
- ~~• Student and staff discipline.~~
- ~~• Participate in curriculum development~~
- ~~• Supervise student scheduling~~
- ~~• School Calendar~~
- ~~• Marketing~~
- ~~• Conduct all staff evaluations~~
- ~~• Provide teacher mentoring and coaching~~
- ~~• Resolve personnel issues~~
- ~~• Oversee substitute teacher rooster, training and evaluation~~
- ~~• Student enrollment and records~~
- ~~• Attendance~~

~~The below organizational chart is the initial proposed plan. We anticipate minor changes over the course of our growth.~~

## Gem Prep: Pocatello



### School's Financial Plan

#### Budget

The budget for Gem Prep: Pocatello is prepared in compliance with Idaho Code Section 33-801 and rules of the State Board of Education; is presented at a public hearing in June of each school year; and will be delivered to the State Department of Education as required on or before July 15th for the subsequent school year. Copies of the budget are provided to any interested parties via the Gem Prep: Pocatello website. Further, the budget is prepared, approved, and filed using the required accounts associated with the Idaho Financial Accounting Reporting Management System (IFARMS).

*See Appendix F for Three Year Operating Budget Assumptions. Detailed Fiscal Impact Three Year can be found in Appendix I.*

#### Income sources

Funding sources include SDE foundation payments based on support units by grade, staff apportionment and benefits based on support units, transportation reimbursement based on current year expenditures and directed program payments in support of specific SDE initiatives.

Any federal funds for Title I, Title II and IDEA Part B are calculated through the prescribed formulae and submitted within required deadlines.

The leadership team has raised over 6 million dollars in grant funding to assist Gem Prep: Pocatello, as well as other Gem Prep Schools, with start-up costs and growth.

~~J.A. and Kathryn Albertson Foundation awarded the I-DEA leadership team a 4.5 million dollar grant from the J.A. and Kathryn Albertson Foundation to assist Gem Prep: Pocatello, as well as future Gem Prep Schools, with start-up costs. The J.A. and Kathryn Albertson Foundation funds will be disbursed via a check through Blumm directly to Gem Prep: Pocatello.~~

### **Fundraising Plan**

The Board of Directors, Administrators, and/or parent organizations are responsible for fundraising efforts, if implemented, to generate capital or to supplement per-pupil allocations.

Director of Development services will either be employed or contracted, to serve Gem Prep: Pocatello. The Development Director will continually strive to identify, educate and cultivate key donors who are capable of making major gifts.

*Please see Appendix E-4 for the grant letter from the J.A. and Kathryn Albertson Foundation.*

### **Operating Expenditures**

Gem Prep: Pocatello operates under a purchase order system in compliance with Idaho Code Section 33-601. All expenditure requests are signed off by the appropriate operating personnel and approved by the Finance Department. Pursuant to Idaho Code Section - 67-2302 the school pays all of its operating obligations no later than 60 days after receipt of invoice. All operating expenditures are approved monthly at regularly scheduled Board meetings.

### **Non-operating expenditures**

Non-operating expenditures are based on the specific terms set out in the agreement. Non-operating expenditures are generally limited non-recurring expenditures and debt service obligations.

### **Cash Flow**

The Business Manager reconciles cash flow monthly to the bank statements and compares the current monthly expenditures to the monthly cash plan approved by the Board, performs a variance analysis and reports to the Board on a monthly basis. The Business Manager also meets with the School Operations Manager at each site on a monthly basis.

### **Financial Management**

The accounting records are kept and maintained in accordance with generally accepted accounting principles (GAAP). Gem Prep: Pocatello, follows the reporting requirements set forth by the Idaho State Department of Education IFARMS.

The Board of Directors is ultimately responsible for financial management. The Board delegates the day-to-day financial management and day-to-day accounting of the school to the Business Manager. The Business Manager, in conjunction with his/her team (including the school operations manager at the school site), completes a monthly review of operating results and presents such results to the Board.

In addition to the annual audit (see Tab 5), a report to the Board is given that includes any material weaknesses in internal controls and/or operating inefficiencies that should be addressed in the coming year.

The school has instituted various segregation of duties to assist in the assurance that there is propriety required to protect the school's books and records, including receipt and deposit of cash, payment of expenditures and reconciliation of accounts and records.

### Pre-Opening Plan and Timeline

As the program school has been open since 2014, it was determined by the Commission that the pre-opening timeline is not applicable, and therefore is not included in the appendices.

### Transportation Plan

Gem Prep: Pocatello currently offers student transportation by purchasing bus passes from the City of Pocatello. The school has, and will continue to expand the bus pass program based on growth and demand. The school also supports a plan for parents to organize carpools and works with local daycare centers to provide before and after school vans.

In the 2015-2016 school year, Gem Prep: Pocatello partnered with the City of Pocatello to provide bus service. Since that time, 71% of students utilize the transportation services. The transportation plan was developed in partnership with parents, and updates and expansions continue to be vetted through parents. Students in all grades, including kindergarten, are eligible to ride the bus.

In 2016-2017 the School expanded the transportation program adding a five mile loop within the enrollment area. The expansion includes approximately 58% of households within 1.5 miles of the route. In 2017-2018 the school plans to add an additional route that will service households to the east and south of the school. When implemented, this additional route will increase the coverage to approximately 90% of households. As represented in Appendix R-4, all but five of the school's current families live within .5 miles of a PRT bus stop allowing the school the potential to increase the routes farther, as needed. *See Appendix R-4 for Student Location Map in relation to PRT Bus Stops*

A key component of the transportation plan continues to be student safety. A staff member meets students and parents at the first stop and rides the entire bus route, picking up students at each stop, and only exits the bus at the school campus. A daily morning and afternoon record is kept of student ridership, and all students are accounted for during their transport. Parent volunteers also may ride the bus with the staff and accompany students along the route. The same procedure is followed in the afternoon, with a staff member riding

the entire bus route with students, ensuring that no student is left unattended while being transported to or from school.

If the need arises for a state reimbursable transportation plan, the school will investigate other options and will follow all state reporting requirements for transportation per Idaho Code 33-5208(4). A formal bid process as outlined by the Idaho State Department of Education and Idaho Code 33-402(2) will be followed. Transportation will be provided to the student population as outlined in Idaho Code 33-5208(4)(a)(b).

Students with special needs will be provided transportation in accordance with requirements of state and federal law. A student's IEP will determine if transportation is required and the best method of transportation. All transportation adheres to the IDEA. Transportation of field trips, excursions, and extracurricular activities are provided by the school through contracted services at the expense of all participating students.

## School Lunch Program

The Gem Prep: Pocatello, Inc., Board will adopt policies relating to school lunch in accordance with federal and state laws. Gem Prep: Pocatello believes that no child should go without food and will provide a lunch to enrolled students beginning in its first year of operation as a school.

During the first two school years (2015 and 2016), Gem Prep: Pocatello provided lunch and snacks for students who were unable to bring their own food to school. Gem Prep: Pocatello received a grant from the National School Lunch Program for a milk cooler to support the implementation of a milk program in 2016-2017. The school intends to offer a full hot lunch program in the 2017-2018 school year. See full nutrition plan timeline in chart below:

Gem Prep: Pocatello Nutrition Plan Timeline	
<b>2014-2015</b>	<ul style="list-style-type: none"><li>● Provide snacks and/or lunches to students who are unable to bring their own food to school.</li><li>● Participates in the Idaho Dairy Council Free Cheese for Testing program.</li></ul>
<b>2015-2016</b>	<ul style="list-style-type: none"><li>● Partner with local food bank in the "Feeding of America Backpack Program" offering weekend food to low income students whose families qualify.</li></ul>
<b>2016-2017</b>	<ul style="list-style-type: none"><li>● Intends to implement National "Special Milk Program" approved through the "National Lunch Program"; providing free or reduced milk to low income qualifying students and/or at low cost to all students.</li><li>● Applied for and was awarded a Milk Cooler Grant through the Idaho Dairy Council.</li></ul>
<b>2017-2018</b>	<ul style="list-style-type: none"><li>● Intends to implement a full hot lunch program.</li></ul>

Families are notified about the nutrition options through various communication avenues such as on-campus events like 'back to school night', as well as in-house announcement TV screen, Facebook, flyers, teacher newsletters, principal newsletter, emails, etc.

Should Gem Prep: Pocatello decide to participate in the National Lunch Program, the school will continue to collect, free and reduced data annually by individual FRL forms and/or through Direct Certification. The forms are collected at the beginning of each school year.

Ninety-two percent of families responded in the 2015-2016 school year, and Gem Prep: Pocatello will continue to pursue receiving a high percentage of respondents to the FRL survey.

## **Purchased Services**

See in Appendix E for draft contracts and Tab 10 for a list of possible vendors.

## ~~Tab 9~~-Virtual Charter School

This section is not applicable to Gem Prep: Pocatello.



## **Tab 10: Business Arrangements, Community Involvement, School Closure**

Gem Prep: Pocatello purchases curriculum from several curriculum providers such as:

**Pearson** for Reading Street textbooks, Prentis Hall Common Core Literature digital courseware, Life Science and Physical Science digital courseware, Integrate High School Math digital courseware, Digits Math grades 6-8 digital courseware. Scott Foresman Social Studies textbooks.

**Houghton Muffin Harcourt** for Science Fusion, World History, The Americans and World Geography interactive online subscriptions.

**Singapore Math** grade K-5 textbooks

**Handwriting Without Tears** workbooks

**iReady** for Diagnostic and Instruction Math and Reading site licenses

Kindergarten through sixth grade does not share teachers with other schools. However, beginning in fall 2019, Gem Prep: Pocatello plans to share educators for the secondary model. For this arrangement, there are two possible strategies being considered: 1) one to one sharing with no monetary exchange: i.e. a biology teacher in Gem Prep: Pocatello will telecast to classes in Gem Prep: Nampa and vice versa an English teacher in Nampa will telecast to classes in Pocatello. 2) a split FTE: i.e. a teacher will be contracted on two school payrolls—possibly a .6 FTE for Gem Prep: Nampa and a .4 FTE for Gem Prep: Pocatello. All options will be discussed with the Idaho State Department of Education prior to implementation.

### **Business Arrangements**

Gem Prep: Pocatello, Inc., does not currently have contracts with other schools, businesses or individuals. When Gem Prep: Pocatello, Inc., is authorized to operate the program as a charter school and becomes an LEA, possible key business arrangements are:

**Regence:** Used to service employee health insurance plans.

**Delta Dental:** Used to service employee dental insurance plans.

**MSBT Law:** A full service law firm, used in representing and advising in the areas of general and municipal law, education law, administrative law, employment law, etc.

**Excent Corporation:** Gem Prep: Pocatello will utilize Enrich Special Education Software to facilitate file management of IEPs and student special education records.

**Idaho Distance Education Academy:** I-DEA will lease portable classrooms to Gem Prep: Pocatello, as well as sub-lease the main school facility at 1451 Jessie Clark Lane, Pocatello, ID 83202.

**Hayden, Ross, PLLC:** An independent, full-service CPA firm will be used for independent audits of school finances.

**Illuminate Education, Inc.:** Gem Prep: Pocatello will use the Illuminate Data and Assessment program which provides tools to access real-time data; allowing teachers to flexibly group students, align tests with state content standards, efficiently analyze data for Rtl protocol, etc.

**ICRMP:** Used for loss protection for property and casualty insurance coverage, exclusive to Idaho local governments.

**Instructure, Inc.:** Gem Prep: Pocatello will utilize the Canvas software application for the administration, documentation, tracking, reporting, and data delivery for the School's learning management system.

**Power School:** Used to manage the student information system for online enrollment and registration, as well as managing school processes and data.

**Tyler Technologies:** Used for public sector accounting software and technology services.

### Possible Community Partners:

- **Gem Prep: Pocatello PTO:** The PTO was established during the 2015-16 school year. Administration attends all PTO meetings. The School and PTO work well together, boosting parent involvement, communication, community awareness, project funding, etc.
- **Portneuf Public Library:** The children's librarian regularly holds story time and other activities on campus for the kindergarten and first grade classes. The librarian markets the school to library constituents, and participates in Gem Prep: Pocatello on-campus summer events.
- **Monsanto:** Is a local funding partner in the Gem Prep: Pocatello makerspace, making it possible for The School to purchase the necessary furniture for the space. The space will open the fall of 2016.
- **Pocatello Transit Authority:** Since 2015, the transit authority has partnered with Gem Prep: Pocatello to provide transportation services for all students.
- **Idaho Charter School Network:** Partner with Gem Prep: Pocatello to advocate for policy conducive to positive charter school outcomes.
- **J.A & Kathryn Albertson Foundation:** Has provided generous philanthropic support for the growth of Gem Prep: Pocatello.
- **Idaho School Board Association:** Utilized to provide board training, staff training and legal advice.
- **Idaho Association of School Business Officials:** Utilized as a partner for school finance training, networking, finance laws and budgeting expertise.

*Please see Appendix E-1 for Jessie Clark facility Lease Agreement, Appendix E-2 Sublease Approval Agreement Letter, E-3 for the I-DEA Lease Agreement, and E-4 for JAKAF Grant Award Letter, E-5 Grant Money Distribution Letter.*

## Termination of the Charter/School Closure

In case of termination, the Chairman of the Board of Directors will be responsible for the dissolution of the School.

Prior to any school closure decision, a closure protocol will be developed to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property and assets, in accordance with Idaho law.

Pursuant to Idaho Code 33-5212, in the event of a public charter school closure for any reason, the assets of the school shall be distributed first to satisfy outstanding payroll obligations for employees of the school, including any tax, public employee retirement system and other employee benefit obligations, then to creditors of the school, and then to the authorized chartering entity in the case of a public charter school authorized by the board of a local school district. In the case of a public charter school authorized by any other authorized chartering entity, any remaining assets shall be distributed to the public school income fund. Assets purchased using federal funds shall be returned to the authorized chartering entity for redistribution among other public charter schools. If the assets of the school are insufficient to pay all parties to whom the school owes compensation, the prioritization of the distribution of assets may be determined by decree of a court of law.

Within a month after the determination to dissolve the school, the Chairman will contact the parents of past and present students informing them of the process to obtain student school records and/or to which school the records should be forwarded. The School will send written notification to parents of students at their last known address and will email the parents at their last known email. The notification will explain how to request a transfer of student records to a specific school, where to obtain records before dissolution and where the records will be stored after dissolution. The School will send the records to the school requested by the parents. Parents can either email or send written instructions.

Within two months after the final school year, the Chairman will direct the remaining student records to parents for whom the school has mailing addresses. Any remaining student records will be stored in a secure location for the legal limit. The School will maintain a Facebook page or similar page stating who to contact for student records.

The Chairman will direct all personnel records to all former employees of the school. All former employees shall receive their personnel records within one month after the final school year.

Gem Prep: Pocatello will fund and complete a final fiscal audit. The audit will be submitted to the Idaho Public Charter School Commission and the State Department of Education.

*See Appendix A-3 for the Bylaws.*

**Gem Prep Pocatello**  
**Pre-Renewal Site Visit Report**  
**October 26, 2018**

**Public Charter School**

Gem Prep: Pocatello  
1451 Jessie Clark Lane  
Pocatello, Idaho 83202  
208-238-1388

**Authorizer**

Idaho Public Charter School Commission  
304 N 8<sup>th</sup> Street, Room 242, Boise, ID 83702  
(208) 332-1561  
[www.chartercommission.idaho.gov](http://www.chartercommission.idaho.gov)

**Evaluation Team**

Dr. Margaret Chase, Associate Professor, Emeritus, Literacy, Language & Culture Department, Boise State University  
Dr. Suzanne Gregg, Education Consultant, Founding Member and Retired Education Director/Principal, Anser Charter School  
Dr. Sherawn Reberry, Director of Education Programs, Academic Partnership Facilitator, IDLA Online Principal, Idaho Digital Learning Academy

## **PURPOSE OF EVALUATION**

Idaho Statute 33-5209B states that a charter may be renewed for successive five-year terms of duration. Gem Prep: Pocatello Charter School will be considered for renewal during the spring of 2019. The purpose of the site visit is to gain contextual information impacting the academic, operational, and financial conditions of the school, prior to the formation of renewal recommendations.

The authorizer's renewal decision will not be based on site visit findings, except as they may inform the school's rating on the performance framework, which is incorporated into the performance certificate. In accordance with Idaho statute, renewal decisions will be based on the performance of the public charter school on the performance indicators, measures, and metrics contained in the performance certificate and framework. Information gathered during the site visit will serve primarily to provide an independent opinion and fuller picture of the context in which the school's performance outcomes have accrued.

During the site visit, the evaluation team applied a rubric, which is based on nationally-recognized best practices, to assess the school in the following areas: mission and key design elements, program delivery, access and equity, organizational capacity, governance, and finance. The evaluators assigned a rating to each indicator establishing whether a school is exceeding, meeting, approaching, or not meeting the standard described. The basis of each rating was established through document review, observations, and interviews with the school and stakeholders.

The rubric was provided to the school prior to the evaluation process. A copy of the report was provided to the school prior to its finalization, and schools were invited to respond with corrections to any inaccuracies.

It is our hope that this report will serve not only to broaden the authorizer's contextual understanding of the school, but also to assist school leaders in their ongoing efforts to serve Idaho students with a high-quality educational experience.

## **MISSION AND KEY DESIGN ELEMENTS**

### **Is the school faithful to its mission, implementing the key design elements outlined in its performance certificate?**

Rating: Approaches

Evidence: Classroom observations, Gem Innovations School’s CEO, CAO, and school principal, family and student interviews, school website, and school documents

Detail: The mission of Gem Prep: Pocatello is as follows: To prepare students for success in college and professional technical careers by providing a high quality, personalized, relevant and rigorous education through exceptional teaching, innovative uses of technology and partnerships with families. During the site visit, the evaluation team, through multiple interviews and observations, wondered if all stakeholders really understood and shared a common and consistent understanding of the school's mission.

The mission includes four key design elements: 1) for the principal to serve as an instructional leader, 2) to provide non-cognitive skills emphasizing social & emotional learning, 3) using technology to enhance learning, and 4) to focus on personalized learning.

The key design element that includes the principal as the instructional leader is a key factor to the success of Gem Prep: Pocatello. Gem Innovation School’s administrative team takes on many of the roles (management, human resources, facility, etc.) for which a traditional school district would have oversight. This frees up the principal to focus primarily on instructional leadership and "spend ample time in the classroom observing the learning and teaching process." Gem Innovation Schools CEO, CAO and GPP principal interviews all communicated how the network supports this process. One of the principal’s main roles is instructional leadership. During classroom visits evaluators did not observe a “high quality, personalized, relevant and rigorous education” for students in the classrooms.

Another key design element of the school is to provide non-cognitive skills emphasizing social & emotional learning. All stakeholders stated the school was emotionally safe for students and there was little bullying. Parents stated how tolerant students were of one another and that their children loved coming to school. One parent noted that the principal knows every child by name and most parents’ names, if not all. The principal is very visible in the school. Evaluators observed a very respectful and kind culture. Evaluators were welcomed in the school and classrooms and materials were provided that went beyond what was required.

A third key design element includes using technology to enhance learning. Many professional development activities are conducted online with Gem Innovation School’s Charter Management Operations personnel. Technology is used throughout the school. Students have access to computers in the classroom. Large TVs for teaching are in the classrooms. Robots and drones are available to classroom teachers and can be used for electives, which are often taught by parents or in after-school clubs.

The last key design element of the school focuses on personalized learning. All three evaluators noted there was little personalized learning observed during the classroom visits. Students were arranged in three groupings. One group worked with the teacher, all learning the same content; one with the "Partner Teacher," learning the same content and the last group working with online programming. Kindergarten and 1st grade students appeared to be working at their own level on the same online program, yet there appeared to be little accountability. Evaluators observed students clicking on various parts of the program rather than persevering and taking charge of their learning. Students in other grades were working on the same online programs, doing the same assignment or taking the same assessment. In one of the upper level classrooms, it was not clear if the students who were peer editing a written assignment really understood the review process. (Students were expected to use a rubric to review each other's writing.) Student work in the elementary halls displayed a uniform approach, rather than an individualized and personalized approach to the work product.

**To what extent is the charter school implementing distinctive instructional practices as outlined in their charter?**

Rating: Approaches

Evidence: Gem Innovation School's CEO, CAO, and stakeholder interviews, 2017 Annual Report

Detail: Parents and teachers stated students are working at their own level, yet classroom observations and student work samples did not reveal a "rigorous education through exceptional teaching, [and] innovative uses of technology." Observers saw little indication of higher-level thinking skills or effective questioning techniques from either the teachers or students that would move them toward "college and professional technical careers."

All classrooms are consistently using the structure of three groupings in the classroom (one group meets with teacher, one group works on computers, and one group works with the "Partner Teacher"). Parent volunteers were also observed helping in classrooms.

The use of technology in the classroom was not viewed as innovative, but rather, students were working on the same activity using an online program. For the most part, evaluators did not observe a personalized approach. When observers did see a more personalized approach, students appeared to struggle to meet expectations and complete meaningful group work. A student in an upper grade classroom who was working in her science workbook showed one of the evaluators her previous work. Without prompting, the student stated, "We usually don't do the inquiry questions." When asked, "Why?", she replied, "They don't go with lessons. They are activities and we don't have time. They really don't help us as much as the real lessons. The goal is to get through the book." She let the evaluator know they can do the "fun activities" at home. In another classroom visit, evaluators observed students copying statements from the board into their notebooks as the teacher wrote these on the whiteboard. In an upper grade classroom, the teacher read an assigned text to her students, asked lower level knowledge questions about the text, and in most cases, answered for the students.



During the teacher interview, one teacher stated how they are planning to have students "interview a state board member over video chatting" to find out what "his job is, and what skills/classes" he needs for his job. This opportunity is made available through a grant opportunity written by another staff member who is not a teacher. Another teacher stated how she had done this with her students in the previous year. More activities such as this would better lead the school toward its mission.

The school has implemented a *Fab Lab*. The school's Fab Lab allows "students access to coding robots, interactive story creation software, a green screen and media center, and many other hands-on creation and collaboration tools. The Fab Lab is an extension of the Gem focus that "transitions learning from the classroom to the real-world; and helps prepare students for lives of success in the global marketplace they will inherit." The Fab Lab is one way in which Gem Prep: Pocatello is trying innovative technology aspects, yet there is not a consistent teacher to run the lab in order for students to participate in this experience as a regular or core class. The lab is open to teachers and it is run on a volunteer basis during electives times. The school does offer an after-school club that accesses some of this innovative technology.

**Does the school have a culture of high expectations and a strong emphasis on student learning?**

Rating: Approaches

Evidence: Gem Innovations School's CAO, principal, and teacher interviews, 2017 Annual Report

Detail: The school, under the umbrella of Gem Innovation Schools, has a plan moving forward to increase student achievement, focusing this year in the area of Mathematics. According to the 2017 Annual Report, students *Do Not Meet* district scores in Mathematics. Students did not meet growth in both Mathematics and English Language Arts. This year, the school has adopted the Zearn mathematics curriculum. Teachers have received and continue to receive professional development in the Zearn curriculum. Grade level teams have met at least one-time face to face this year and through ZOOM, an online format, that will continue monthly. These collaborative meetings are held in order for teachers to plan and share math lessons. Data on student achievement is collected through NWEA, Illuminate, Idaho Reading Indicator, Social and Emotional Skills indicator and the Idaho Standards Achievement Test. Teachers collect both formative and summative data in the classroom. It should be noted that evaluators did not observe any math classes.

**PROGRAM DELIVERY: CURRICULUM**

**Does the school's curriculum provide the opportunity for academic success for all students?**

Rating: Meets

Evidence: Documents review, administrators' interviews

Detail: GPP uses Singapore math as their text-based math program at the kindergarten level. In addition to Singapore Math [Dreambox Math](#) is used as their online adaptive program in kindergarten classrooms.

Zearn Math is used at grades 1-5. **Zearn Math** is a K-5 math curriculum based on Eureka Math / EngageNY utilizing both teacher-led and digital instruction. Teachers incorporate digital lessons, small group direct instruction lessons and whole class fluency and word problems.

**Does the school provide clear, appropriate, and skilled delivery of curriculum content?**

Rating: Approaches

Evidence: Classroom observations, teacher, student, and principal interviews

Detail: Learning targets were present on the board of one classroom. This year's theme, "Progress not perfection," puts an emphasis on everyone improving their own levels of knowledge and skill. Students report they get to work at their own pace, but that it's important they master the standards and complete assignments in a timely manner. "WIN" time (What Is Needed) is set up weekly for students to complete assignments and get help from the teachers. As all students appeared to be working on the same assignments, individualization was not immediately apparent.

**Has the school developed a well-defined feedback loop for revising curriculum on an interim and year-end basis?**

Rating: Meets

Evidence: Gem Innovation School's CEO, principal and teacher Interviews

Detail: Annual analyses of assessment results in the spring have yielded the need to make adjustments in the curriculum. As the school is only in its 4<sup>th</sup> year, they are just getting settled into a systematic process with all stakeholders at the 4 sites for reviewing and adjusting curricula based on assessment results. For example, additional grades are added each year; this is the first year for 6<sup>th</sup> grade. Teachers are beginning to realize the value of collegial partnerships.

**PROGRAM DELIVERY: INSTRUCTION**

**Does the school recruit, support, and retain highly effective staff?**

Rating: Meets

Evidence: Retention/Attrition document, principal and teacher interviews

Detail: According to the Retention/Attrition form submitted, there were seven teachers last year that all returned this current year. Gem Prep: Pocatello teachers are fairly young to the profession with one teacher having the most experience at 7 years. This is the first year the teachers feel as if they have true partnerships with their colleagues at other Gem Prep sites. Their morale is high, and they are devoted to their students. They do not have any preparation time during the school day; but do have part of a day for professional development on Wednesdays.

Teachers reported feeling very supported by their site-based colleagues and the principal because he is in their classrooms a lot. For annual evaluations, teachers previously completed a self-evaluation then met regularly with the principal to set and discuss their PLPs; the principal added his own comments to the evaluation, based on his observations.

**Does the school effectively provide opportunities for student engagement?**

Rating: Meets

Evidence: Classroom observations, Student and teacher interviews

Detail: Gem Prep's foundational pedagogy appears to be based upon direct instruction, so the majority of talk is done by the teachers. Student talk is in the form of one student answering a teacher's question. Students work toward mastery of skills and knowledge. Students are consistently on task in expected work and responses, yet the evaluation team questioned how "effective" these opportunities are for high level student engagement. Are students more task oriented because of expectations rather than engaged because lessons are highly engaging? Students reported "learning at their own pace," but expectations for turning in work on time as well as the weekly WIN time did not appear to support this.

**Does the school have leadership sustainability?**

Rating: Meets

Evidence: Stakeholder interviews

Detail: The principal reports he sees the Gem Innovations School's CEO and CAO as his coaches and values all that they provide him through the Gem Innovations School's organization. He works in partnership with the principals at other Gem Prep schools as well as principals of other charter schools in the area. It is not clear if there is a succession plan in place, but the systematic, uniform approach and documentation of all components of the Gem Innovation Schools leads us to believe the replacement of a principal would not be a hardship.

**Does the school offer professional development that supports the school’s goals and the needs of individuals?**

Rating: Meets

Evidence: Teacher, principal, parent and administrators’ interviews, School Handbook

Detail: This school year professional development activities are focused on math, in particular the Zearn math curriculum. Most professional development is conducted through an online social platform. Teachers have the opportunity to learn from the Zearn network, through activities planned by Gem Innovation Schools and by meeting with grade level teams through the same online platform. GEM Innovation School’s CAO and Special Education Director also provide some on-site learning opportunities. At least annually, teachers have the opportunity to meet with other leaders and teachers from other Gem Prep schools.

**PROGRAM DELIVERY: ASSESSMENT AND EVALUATION**

**Does the school have an adequate assessment system in place to evaluate instructional effectiveness and student learning?**

Rating: Meets

Evidence: School Handbook, Gem Prep Innovation Schools administrative team, classroom observations

Detail: Kindergarten students take placement tests, the Idaho Reading Indicator (IRI), the Primary Measure of Academic Progress (MAP), fall and spring and other diagnostic tests administered by the teacher. 1st – 2nd Grade students take placement tests, the IRI, the Primary or Regular MAP fall, winter, and spring and other diagnostic tests administered by the teacher. 3rd – 6th Grade students take the ISAT in English Language Arts & Math in the spring and ISAT Science is taken in Grade 5. Third grade students take the IRI; in addition, students take various placement tests, the MAP; fall, winter, and spring, and other diagnostic tests, as needed. All students use online programs, which also have embedded assessments. Each spring, Gem Prep's instructional leader engages the teachers in looking at all data to determine gaps in achievement. Assessment data for end of the 17-18 school year is not posted on the school's website.

**Does the school promote a culture that is safe, respectful, and supportive?**

Rating: Meets

Evidence: Stakeholder interviews, classroom and school observations, School Handbook

Detail: Tokens called "gemstones" are earned or taken away in response to positive or negative behavior. Positive behavior and academic performance for entire classrooms as well as individual students are tracked with the Class Dojo online system and positive results are recognized weekly by the principal. The current small size of the school, their cross-grade buddy system, and electives allows for an intimate, "everybody knows everybody" school. The principal works 1:1 with students on conflict management strategies when needed. All stakeholders report that it is a safe, respectful and supportive school. Evaluators observed students being respectful and kind to their teachers and to one another.

**ACCESS AND EQUITY**

**Does the school offer adequate support for special populations?**

This indicator was not rated and does not represent an area of concern. The school implements a "rapid cycle intervention" to the RTI process. The third-grade teacher, who is also credentialed as a special education teacher, oversees the RTI process. First, there is a process of identifying students who would benefit from more intensive intervention. Each intervention cycle lasts for three weeks. A student is then tracked for 6 weeks, or two intervention cycles, monitored and the data tracked to determine if the intervention has been successful. There is one special education teacher that works closely with the Gem Innovations School’s Special Education Director. The director provides professional development through an online social platform and provides support during regular on-site visits. The special education teacher works closely with the general education teachers "to reinforce and solidify" classroom curriculum/lessons as well as provide targeted lessons for students.

A Partner Teacher works alongside the special education teacher. Gem Prep: Pocatello is a Title One school and is in the process of hiring a Title One teacher. The Gem Innovations School organization supports all Federal Programs. At this time, the school does not have any ELL students, but the network is prepared with a written plan and “ready to go” should any ELL students be enrolled and identified. The special education teacher stated the school is in full compliance.

**Does the school demonstrate an adequate demographic representation of the surrounding district(s)?**

Rating: Meets

Evidence: School Self-Evaluation document

Detail: According to the school's Site Visit Self-Evaluation Rubric, the following demographics were noted:

1) Non-white students:	GPP: 16%	SD: 16%	Other charter: 9%,
2) Special Needs:	GPP: 16%	SD: 11%	Other Charter: 9%,
3) Free & Reduced Lunch:	GPP: 46%	SD: 50%	Other Charter: 40%

**Does the school have a strong, steady retention rate for students?**

Rating: Meets

Evidence: Attrition/Retention document, board and principal interview

Detail: The Retention/Attrition Form for the 2017-18 showed an increase in student enrollment of 38 students. According to the same form, 14 students withdrew from the school and 14 students enrolled during the same school year. At this time, the school enrolls 184 students. An existing building has been purchased and is being retrofitted to enroll more students. The 2017 Annual Report shows an approved enrollment of 366 students. At this time, according to the Retention/Attrition form, there are 96 students on the waiting list.

**ORGANIZATIONAL CAPACITY**

**Does the school create and sustain a well-functioning organizational structure and professional working climate for all staff?**

Rating: Meets

Evidence: Stakeholder interviews

Detail: Gem Prep: Pocatello is one school of four operating schools under the umbrella of Gem Innovation Schools, the Charter Management Organization. Gem Innovations Schools provides the support and structures in which all Gem Prep Schools operate. There is one School Board that oversees all schools. The Gem Innovation School’s organization defines a clear set of expectations and curricular decisions for each school. Professional development and support in all areas are provided by Gem Innovation Schools. Principals are hired to create a positive culture in the school and to provide instructional leadership. The instructional program at Gem Prep: Pocatello is making strides to increase student achievement. Teachers feel positive about collaboration with other Gem Prep school teachers using a social network platform to meet with other Gem Prep teachers or administrators at least 2-3 times per month for 1 1/2 to 2-hour sessions. This year the focus is on Mathematics. Teachers at Gem Prep: Pocatello have no other planning times during the week.

**Are there effective communication channels between stakeholders?**

Rating: Meets

Evidence: Stakeholder interviews

Detail: Parents stated they are very satisfied with the communication from the principal and their children's teachers. The teachers appeared satisfied with the communication of the principal, between

one another, and those operating at the Gem Innovation Schools' level. The principal stated how he is supported through the Gem Innovation School's organization.

**Does the school have procedures in place to facilitate parental involvement and understanding of student learning?**

Rating: Meets

Evidence: School Handbook, stakeholder interviews

Detail: Teachers communicate with parents on a regular basis in regard to their children's progress. Parent/Teacher conferences are held three times per year. Parents stated that if there is a concern in regard to their child, both the principal and teachers are available to talk. Teachers get back to parents quickly when they send emails. Teachers also send out newsletters, letting parents know what is going on in the classroom. The special education teacher stated they are going to implement meetings on a social chat network such as ZOOM, for those parents who are unable to attend meetings in person. Teachers use Class Dojo and send out celebrations, concerns, as well as pictures of what is happening in the classroom through this program. The School Handbook outlines key policies and procedures for families.

**Does the school facility support high quality teaching and learning?**

Rating: Meets

Evidence: School/classroom observation, stakeholder interviews

Detail: Gem Prep: Pocatello classrooms are equipped with student desks that allow flexibility in learning, Chromebooks are in each classroom at a 2:3 ratio with charging carts to keep the equipment charged, and mobile screens are available for teachers to use. There is a separate space for use by special needs students/teachers and a Fab Lab/Library that is equipped with books, digital reading devices for use in an online library, coding tools, and a 3d printer. Kindergarten and Grade 1 is located in the main building; all remaining classrooms are currently in portable classrooms.

**Are health, safety, and accessibility standards being met and is documentation being kept current?**

Rating: Meets

Evidence: Facility observation, and staff interviews

Detail: Gem Prep: Pocatello adheres to state laws regarding accessibility. Annual inspections are conducted by the DBS. The operations manager also conducts monthly safety inspections of the facility. Fire and lockdown drills are performed as required. Evaluators were asked to sign in when we arrived. All portable classroom doors as well as outside doors (outside of the main entrance) are locked.

**GOVERNANCE**

**Do members of the school's board act as public agents authorized by the state and provide competent and appropriate governance to ensure the transparency of school operations?**

Rating: Meets

Evidence: Board member interview

Detail: There was no indication that open meeting laws were violated. Due to the fact that there was only one board member present for the interview, it was difficult to ascertain a lot of information from different perspectives. The board member indicated he received information in advance of the board meetings. Even though only one board member was interviewed, the evaluation team ascertained this was not an area of concern.

**Does the board have policies in place that establish standards for the overall management of the school?**

Rating: Meets

Evidence: Board member interview, website, school self-evaluation

Detail: GEM Prep: Pocatello provides documentation on their website that corresponds to required policies and procedures. The documentation is easily accessible. Through the board member interview, the evaluation team was able to learn that required officers are in place and all participate regularly in board meetings. Because the board members are scattered throughout Idaho, the board meetings are held virtually. Due to the nature of being a network of schools, the appropriate administrator for each school is also present at board meetings. According to the self-evaluation document, "GPP attorney provides quarterly board policy updates. The Governance Committee reviews all policies prior to adoption. The committee presents the polices to the board for discussion and adoption."

**Does the board demonstrate alignment with the school's mission, vision, and core values while remaining a governing authority?**

Rating: Meets

Evidence: Board member, administrator and principal interviews

Detail: At GEM Prep: Pocatello the board does maintain a governance oversight over the management team. It appears that there is constant conversation between board members and the top administration. There is a clear understanding on the part of the board, as indicated by our interview, that the board understands their role in governance. They are sent board packets on a monthly basis, of which they review prior to each board meeting. The following two suggestions are areas of improvement where the



board might choose to focus in the coming months: 1) secure outside training to ensure the board has a clear, unbiased training in board procedures and policy making and 2) create clear guidelines for board recruitment with an understanding from interested stakeholders that they would be able to run for board positions allowing for members beyond an appointed board. This includes a process of training and onboarding of new board members.

### **Has the school's board developed a strategic plan?**

Rating: Approaches

Evidence: Board member interview

Detail: Through the interview process and provided documentation there was no mention of a strategic plan either in conversation or documented in how the board was involved in its development. When the board member (who has been on the board since the school's inception) interviewed was asked directly about their strategic plan; he was unable to answer any questions in regard to strategic planning or how such a plan is created. Knowing and understanding this information is an important aspect for every board member as it serves as a guide for forward movement of the school.

### **Does the school's board provide appropriate academic oversight?**

This indicator was not rated due to lack of evidence. Information regarding the board and their interactions with the school and staff was difficult to comprise; this was due to the fact that there was only one board member present for the interview. The board member interviewed was clear that at monthly meetings they review data provided by the administrative team; however, the board member interviewed didn't have an understanding of what to be asking about data or if there were additional data points they should be reviewing. It was unclear if decisions regarding resource allocation and human resources were driven by student performance data.

### **Does the school's board provide appropriate operational oversight?**

This indicator was not rated due to lack of evidence. Through the interview process with the board member and the business manager, it appears the board seems to understand the financial aspect of operational oversight. Through triangulation with school staff, the board needs to ensure they are good purveyors of tax-payer dollars. It is imperative that staff clearly communicate with the board to ensure the board has an understanding of what the finances mean. It was clear that the board evaluated the CEO of Gem Innovation Schools, and the CEO evaluated the Academic Administrator which in turn evaluated the principal of GEM Prep: Pocatello. However, the review team was not clear how the evaluations took place (tools and processes).

**GOVERNANCE: FINANCIAL**

**Does the school's board provide appropriate financial oversight?**

Rating: Meets

Evidence: Business manager interview

Detail: The board member interviewed was clear there needed to be financial oversight from the entire board. He appears to understand the general financial aspect of operational oversight. While interviewing the business manager, she indicated that for the first time since the network of schools began a few years ago she was pleased there was now a school board member who understood finances. The business manager has a clear financial background and is very capable of the work needed to understand the network's finances. There is an understanding the board is very trusting of the administration, which is a great quality; however, the board should have a clear understanding of the five- and ten-year plan that is in place, especially as the school considers expansion.

**Does the school maintain appropriate internal controls and procedures?**

Rating: Meets

Evidence: Business manager interview

Detail: The school follows a set of comprehensive, written policies and procedures. The school accurately records and appropriately documents transactions in accordance with school leadership's direction, state laws, regulations, grants, and contracts. The network's business manager provides the board with detailed financials monthly; thus having detailed information for state requirements. It appears that duties are appropriately segregated, or the school has implemented compensating controls. There is an established system in place to provide the appropriate information needed by leadership and the board to make sound financial decisions and to fulfill compliance requirements.

The Gem Innovation School's administrative team and school business manager handle the bulk of the school's finances. The principal is only responsible for supply and field trip budgets. The school takes corrective action in a timely manner to address any internal control or compliance deficiencies identified by its external auditor.

**Does the school maintain adequate financial resources to ensure stable operations?**

Rating: Meets

Evidence: Interview with business manager

Detail: GEM Prep: Pocatello appears to maintain sufficient cash on hand to pay any bills that are due. When interviewing the business manager for overall operations of the Gem Innovation School's, she indicated their fund balance was able to carry them for 250 days (the normal recommendation is 60 days). There are liquid reserves that will come into play should there be an income loss. Additionally, the Gem Innovation Schools is supported through two large grants that assist in maintaining financial stability.

**Is the school demonstrating strong short and long-term fiscal viability?**

Rating: Meets

Evidence: Business manager and board Interviews, Attrition/Retention records

Detail: GEM Prep: Pocatello is currently at enrollment capacity. They are looking forward to expansion in their new facility that should be ready for the next school year. This will ensure they can open more than one classroom at each grade level.

**Does the school operate pursuant to a long-range financial plan in which it creates realistic budgets that it monitors and adjusts when appropriate?**

Rating: Meets

Evidence: Interview with business manager

Detail: This area was not specifically addressed during the review. However, the interview with the business manager indicated there are financial projections out at least ten years. She explained that she has spreadsheets that are meticulously created with formulas where she is able to run specific scenarios to show impacts on budget lines. The documentation provided indicates that Gem Innovation Schools does have clear budgetary objectives and procedures. There was no evidence of how the board or staff participates in the budget process.

# GEM PREP: POCATELLO

## 2018 ANNUAL PERFORMANCE REPORT

### INTRODUCTION

Each year, Idaho's Public Charter School Commission (PCSC) issues a performance report to every school in its portfolio. The annual report serves several purposes:

1. To provide transparent, data-driven information about charter school quality;
2. To ensure charter school boards have access to clear expectations and are provided maximum opportunity to correct any deficiencies prior to their renewal year; and
3. To inform mid-term authorizing decisions, such as the evaluation of charter amendment proposals.

This report contains an overview of the school, including its mission, leadership, and demographics. The overview is followed by the school's performance framework, including outcomes for the most recently completed school year.

The performance framework clearly sets forth the academic and operational performance indicators, measures, and metrics that will guide the PCSC's evaluations of the school. It contains indicators, measures, and metrics for student academic proficiency, student academic growth, post-secondary readiness (for high schools), and board performance and stewardship.

In accordance with Idaho law, the performance framework requires, at a minimum, that each school meet applicable federal, state, and authorizer goals for student achievement. It is designed to fulfill this requirement while respecting the diverse missions and student populations represented in PCSC portfolio schools. This performance framework was adopted by the Idaho Public Charter School Commission on May 4th, 2017.

To facilitate a clear context for the academic results contained in this report, the demographic, enrollment, and school leadership information provided is from the school year during which the data was gathered. Updated enrollment and school leadership information is available upon request from the school or PCSC office.

The data provided in this report was gathered primarily through the State Board of Education and State Department of Education. An independent financial audit and any applicable mission-specific data were submitted directly by the school. The school had a opportunity to correct or clarify its framework outcomes prior to the publication of this report.

Public charter school operations are inherently complex. For this reason, readers are encouraged to consider the scores on individual measures within the framework as a starting point for gaining a full, contextualized understanding of the school's performance.

## PERFORMANCE FRAMEWORK STRUCTURE

The academic section comprises the primary indicators on which most renewal or non-renewal decisions are based. The mission-specific, operational, and financial sections contribute additional indicators that are, except in cases of egregious failure to meet standards, considered secondary.

<b>Academic</b>	The academic section focuses on quantitative academic outcomes. It reflects the PCSC's commitments to considering schools' performance in the context of their communities and student populations. Although some results may not be made publically available in certain cases, in order to protect individually identifiable student information, the PCSC may still use this information for purposes of making authorizing decisions.
<b>Mission-Specific</b>	The mission-specific section provides an opportunity for meaningful acknowledgement of schools' achievements that are not reflected elsewhere in the framework. These measures may be academic or non-academic in nature, but must be objective and data-driven. Mission-specific measures are generally optional; however, inclusion of certain mission-specific measures may be required as a condition of the performance certificate.
<b>Operational</b>	The operational section considers whether schools are operating in compliance with federal and state law, authorizer requirements, and the provisions of their performance certificates.
<b>Financial</b>	The financial section evaluates the near-term and long-term financial status of the school. Schools with management contracts containing deficit protection clauses may be exempted from these indicators.

## ACCOUNTABILITY DESIGNATIONS

Calculation of the percentage of eligible points earned for each school determines that school's accountability designation in each section. The accountability designations, in turn, guide authorizing decisions. The PCSC will consider contextual factors affecting a school's accountability designations when making authorizing decisions.

<b>Honor</b>	Schools achieving at this level in all sections are guaranteed renewal. Replication and expansion proposals are likely to succeed.
<b>Good Standing</b>	Schools achieving at this level in the academic section will be recommended for renewal; however, conditional renewal may be recommended if outcomes in other sections are poor. Replication and expansion proposals will be considered.
<b>Remediation</b>	Schools achieving at this level in the academic section may be recommended for non-renewal or conditional renewal, particularly if outcomes in other sections are poor. Replication and expansion proposals are unlikely to succeed.
<b>Critical</b>	Schools achieving at this level in the academic section face a strong likelihood of non-renewal, particularly if outcomes in other sections are also poor. Replication and expansion proposals will not be considered.

### SCHOOL OVERVIEW

<b>Mission Statement</b>	The mission of the School is as follows: To prepare students for success in college and professional technical careers by providing a high quality, personalized, relevant and rigorous education through exceptional teaching, innovative uses of technology and partnerships with families.		
<b>Key Design Elements</b>	<p>The School shall implement and maintain the following essential design elements of its educational program:</p> <ul style="list-style-type: none"> <li>● Personalized Learning - Gem Prep: Pocatello will emphasize personalized learning for each student. Strategies such as grouping of students, adaptive learning technology, and support in the classroom from parents or paraprofessionals are examples of ways that instruction is personalized for students.</li> <li>● Non-Cognitive Skills - Gem Prep: Pocatello will emphasize social &amp; emotional learning. While a focus on core academic knowledge and skills are important; many of the mindsets, habits, and emotional skills are necessary for the long term success of students.</li> <li>● Technology to Enhance Learning - Technology is constantly creating new learning opportunities for students. Gem Prep: Pocatello is committed to utilizing technology to enhance the learning experience for its students.</li> <li>● Principal as the Instructional Leader - The Gem Prep: Pocatello principal is a key factor to the success Gem Prep: Pocatello students. As such, Gem Prep; Pocatello administration will alleviate many of the non-instructional responsibilities of the principal to allow him/her to focus primarily on instructional matters and spend ample time in the classroom observing the learning and teaching process.</li> </ul>		
<b>School Location</b>	1451 Jessie Clark Lane, Pocatello, ID 83202	<b>School Phone</b>	208-238-1388
<b>Surrounding District</b>	Pocatello School District		
<b>Opening Year</b>	2014		
<b>Current Term</b>	October 12, 2016 - June 30, 2019		
<b>Grades Served</b>	K-12		
<b>Enrollment (Approved)</b>	366	<b>Enrollment (Actual)</b>	140

### SCHOOL LEADERSHIP

Dennis Turner	Chair
Murray Stanton	Vice Chair
Bonnie Freytag	Member
Jill Call	Member
Brian Trammel	Member
Roger Stewart	Member
Terry Ryan	Member
Gerald Love	Administrator
Jason Bransford	Administrator

### STUDENT DEMOGRAPHICS

	School	State	Surrounding	Neighboring
<b>Non-White</b>	16%	25%	21%	N/A
<b>Limited English Proficiency</b>	0%	6%	1%	N/A
<b>Special Needs</b>	17%	10%	11%	N/A
<b>Free and Reduced Lunch</b>	10%	47%	48%	N/A

**ISAT PROFICIENCY RATES**

Percentage of students meeting or exceeding proficiency in Math	56%
Percentage of students meeting or exceeding proficiency in English Language Arts	55%
Percentage of students meeting or exceeding proficiency in Science	74%

<b>GO-ON RATE (Post-secondary enrollment within 12 months of graduation)</b>	N/A
--	-----

ACADEMIC	Measure	Points Possible	Points Earned	Points Possible	Points Earned	Points Possible	Points Earned	Points Possible	Points Earned
		K-8	K-8	9-12	9-12	K-12	K-12	Alternative	Alternative
State Proficiency Comparison	1a	50	38	50	0	50	0		
	1b	50	34	50	0	50	0		
District Proficiency Comparison	2a	50	31	50	0	50	0	50	0
	2b	50	26	50	0	50	0	50	0
Criterion-Referenced Growth	3a	100	49			50	0		
	3b	100	52			50	0		
Norm-Referenced Growth	4a			100	0	50	0	50	0
	4b			100	0	50	0	50	0
Post-Secondary Readiness	5a			125	0	125	0	100	0
Total Academic Points		400	229	525	0	525	0	300	0
% of Academic Points			57%		0%		0%		0%

MISSION-SPECIFIC	Measure	Points Possible	Points Earned	
	1			GPP has chosen not to include mission-specific measures.
	2			
	3			
	4			
	5			
	6			
Total Mission-Specific Points		0	0	
% of Mission-Specific Points				

OPERATIONAL	Measure	Points Possible	Points Earned	FINANCIAL	Measure	Points Possible	Points Earned
Educational Program	1a	25	25	Near-Term	1a	50	50
	1b	25	25		1b	50	50
	1c	25	25		1c	50	50
	1d	25	25		1d	50	50
Financial Management & Oversight	2a	25	25	Sustainability	2a	50	50
	2b	25	25		2b	50	50
	2c	25	15		2c	50	50
Governance & Reporting	3a	25	25	Total Financial Points	2d	50	50
	3b	25	25		400	400	
	3c	25	25		% of Financial Points	100%	
	3d	25	25				
	3e	25	25				
	3f	25	25				
School Environment	4a	25	15	The financial measures above are based on industry standards. They are not intended to reflect nuances of the school's financial status. Please see the financial section of this framework for relevant contextual information that may alleviate concern.			
Additional Obligations	4b	25	25				
	5a	25	25				
Total Operational Points		400	380				
% of Operational Points			95%				

ACCOUNTABILITY DESIGNATION	Range (% of Points Possible)	Academic Gen Ed Outcome	Academic Alt Outcome	Range	Mission Specific Outcome	Range	Operational Outcome	Range	Financial Outcome
Honor	75% - 100%			75% - 100%		90% - 100%		85% - 100%	
Good Standing	55% - 74%	57%	0%	55% - 74%	NA	80% - 89%	95%	65% - 84%	100%
Remediation	31% - 54%			31% - 54%		61% - 79%		46% - 64%	
Critical	0% - 30%			0% - 30%		0% - 60%		0% - 45%	

School outcomes will be evaluated in light of contextual information, including student demographics, school mission, and state/federal requirements.



ACADEMIC K-8

All proficiency and growth measures will be scored using the ISAT by SBAC, or any state-required standardized test as may replace it. Subject area (math and ELA) may be replaced by similar subject areas if necessary due to statewide changes. On all applicable measures, standard rounding to the nearest whole number will be used for scoring purposes. Measures based on ISAT outcomes exclude alternate ISAT data; as a result, the outcomes shown may differ slightly from those published on the State Department of Education's website.

INDICATOR 1: STATE PROFICIENCY COMPARISON																				
<b>Measure 1a</b>	<b>Do math proficiency rates meet or exceed the state average?</b>																			
<b>Math Proficiency Rate Comparison to State</b>	<p><b>Exceeds Standard:</b> The school's proficiency rate in math exceeds the state average by 16 percentage points or more.</p> <p><b>Meets Standard:</b> The school's proficiency rate in math is equal to the state average, or exceeds it by 1 - 15 percentage points.</p> <p><b>Does Not Meet Standard:</b> The school's proficiency rate in math is 1 - 15 percentage points lower than the state average.</p> <p><b>Falls Far Below Standard:</b> The school's proficiency rate in math is 16 or more percentage points lower than the state average.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td></td> <td>50</td> <td>0</td> </tr> <tr> <td>X</td> <td>30 - 45</td> <td>38</td> </tr> <tr> <td></td> <td>15 - 29</td> <td>0</td> </tr> <tr> <td></td> <td>0 - 14</td> <td>0</td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">38</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned		50	0	X	30 - 45	38		15 - 29	0		0 - 14	0			38
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	50	0																		
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		38																		
<b>Notes</b>	The state average will be determined using the same grade set as is served by the public charter school.																			
<b>Measure 1b</b>	<b>Do English Language Arts proficiency rates meet or exceed the state average?</b>																			
<b>ELA Proficiency Rate Comparison to State</b>	<p><b>Exceeds Standard:</b> The school's proficiency rate in ELA exceeds the state average by 16 percentage points or more.</p> <p><b>Meets Standard:</b> The school's proficiency rate in ELA is equal to the state average, or exceeds it by 1 - 15 percentage points.</p> <p><b>Does Not Meet Standard:</b> The school's proficiency rate in ELA is 1 - 15 percentage points lower than the state average.</p> <p><b>Falls Far Below Standard:</b> The school's proficiency rate in ELA is 16 or more percentage points lower than the state average.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td></td> <td>50</td> <td>0</td> </tr> <tr> <td>X</td> <td>30 - 45</td> <td>34</td> </tr> <tr> <td></td> <td>15 - 29</td> <td>0</td> </tr> <tr> <td></td> <td>0 - 14</td> <td>0</td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">34</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned		50	0	X	30 - 45	34		15 - 29	0		0 - 14	0			34
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INDICATOR 2: DISTRICT PROFICIENCY COMPARISON			Result	Points Possible	Points Earned
<b>Measure 2a</b>	<b>Do math proficiency rates meet or exceed the district average?</b>				
<b>Math Proficiency Rate Comparison to District</b>	<p><b>Exceeds Standard:</b> The school's proficiency rate in math either exceeds the district average by 16 percentage points or more, or is at least 80%.</p> <p><b>Meets Standard:</b> The school's proficiency rate in math is equal to the district average, or exceeds it by 1 - 15 percentage points.</p> <p><b>Does Not Meet Standard:</b> The school's proficiency rate in math is 1 - 15 percentage points lower than the district average.</p> <p><b>Falls Far Below Standard:</b> The school's proficiency rate in math is 16 or more percentage points lower than the district average.</p>				
<b>Notes</b>	The district average will be determined using the same grade set as is served by the public charter school. Pocatello/Chubbuck School District will be used for comparison purposes.				31
<b>Measure 2b</b>	<b>Do ELA proficiency rates meet or exceed the district average?</b>				
<b>ELA Proficiency Rate Comparison to District</b>	<p><b>Exceeds Standard:</b> The school's proficiency rate in ELA either exceeds the district average by 16 percentage points or more, or is at least 80%.</p> <p><b>Meets Standard:</b> The school's proficiency rate in ELA is equal to the district average, or exceeds it by 1 - 15 percentage points.</p> <p><b>Does Not Meet Standard:</b> The school's proficiency rate in ELA is 1 - 15 percentage points lower than the district average.</p> <p><b>Falls Far Below Standard:</b> The school's proficiency rate in ELA is 16 or more percentage points lower than the district average.</p>				
<b>Notes</b>	The district average will be determined using the same grade set as is served by the public charter school. Pocatello/Chubbuck School District will be used for comparison purposes.				26

INDICATOR 3: CRITERION-REFERENCED STUDENT GROWTH (GRADES K-8)															
<b>Measure 3a</b> <b>Criterion-Referenced Growth</b> <b>Math</b> <b>Notes</b>	<b>Are students making adequate academic growth to achieve math proficiency within 3 years or by 10th grade?</b>  <b>Exceeds Standard:</b> At least 85% of students are making adequate academic growth in math. <b>Meets Standard:</b> Between 70% and 84% of students are making adequate academic growth in math. <b>Does Not Meet Standard:</b> Between 50% and 69% of students are making adequate academic growth in math. <b>Falls Far Below Standard:</b> Fewer than 50% of students are making adequate academic growth in math.	<b>Result</b>   68	<table border="1"> <thead> <tr> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>76-100</td> <td>0</td> </tr> <tr> <td>51-75</td> <td>0</td> </tr> <tr> <td>26-50</td> <td>49</td> </tr> <tr> <td>0-25</td> <td>0</td> </tr> <tr> <td></td> <td style="border-top: 1px solid black;">49</td> </tr> </tbody> </table>	Points Possible	Points Earned	76-100	0	51-75	0	26-50	49	0-25	0		49
Points Possible	Points Earned														
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0-25	0														
	49														
<b>Measure 3b</b> <b>Criterion-Referenced Growth</b> <b>ELA</b> <b>Notes</b>	<b>Are students making adequate academic growth to achieve English Language Arts proficiency within 3 years or by 10th grade?</b>  <b>Exceeds Standard:</b> At least 85% of students are making adequate academic growth in ELA. <b>Meets Standard:</b> Between 70% and 84% of students are making adequate academic growth in ELA. <b>Does Not Meet Standard:</b> Between 50% and 69% of students are making adequate academic growth in ELA. <b>Falls Far Below Standard:</b> Fewer than 50% of students are making adequate academic growth in ELA.	<b>Result</b>   70	<table border="1"> <thead> <tr> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>76-100</td> <td>0</td> </tr> <tr> <td>51-75</td> <td>52</td> </tr> <tr> <td>26-50</td> <td>0</td> </tr> <tr> <td>0-25</td> <td>0</td> </tr> <tr> <td></td> <td style="border-top: 1px solid black;">52</td> </tr> </tbody> </table>	Points Possible	Points Earned	76-100	0	51-75	52	26-50	0	0-25	0		52
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76-100	0														
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0-25	0														
	52														

INDICATOR 1: EDUCATIONAL PROGRAM																	
<p><b>Measure 1a</b> <b>Implementation of Educational Program</b></p>	<p><b>Is the school implementing the material terms of the educational program as defined in the charter and performance certificate?</b></p> <p><b>Meets Standard:</b> The school implements the material terms of the mission, vision, and educational program in all material respects, and the implementation of the educational program reflects the essential elements outlined in the charter and performance certificate. A cohesive professional development program is utilized.</p> <p><b>Partially Meets Standard:</b> The school partially implements the material terms of the mission, vision, and educational program. However, implementation is incomplete, not cohesive, inconsistent, unclear, and/or unsupported by adequate resources and professional development.</p> <p><b>Does Not Meet Standard:</b> The school has deviated from the material terms of the mission, vision, and/or essential elements of the educational program as described in the performance certificate, without an approved amendment, such that the program provided differs substantially from the program described in the charter and performance certificate.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>No instances of non-compliance documented</td> <td>25</td> <td>25</td> </tr> <tr> <td></td> <td>15</td> <td></td> </tr> <tr> <td></td> <td>0</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">25</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned	No instances of non-compliance documented	25	25		15			0				25
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<p>Notes</p>																	
<p><b>Measure 1b</b> <b>Educational Requirements</b></p>	<p><b>Is the school complying with applicable educational requirements?</b></p> <p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to educational requirements, including but not limited to: Instructional time requirements, graduation, and promotional requirements, content standards including the Common Core State Standards, the Idaho State Standards, state assessments, and implementation of mandated programming related to state or federal funding.</p> <p><b>Partially Meets Standard:</b> The school has exhibited non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to educational requirements; however, matters of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to educational requirements; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>No instances of non-compliance documented</td> <td>25</td> <td>25</td> </tr> <tr> <td></td> <td>15</td> <td></td> </tr> <tr> <td></td> <td>0</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">25</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned	No instances of non-compliance documented	25	25		15			0				25
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	15																
	0																
		25															
<p>Notes</p>																	

OPERATIONAL

Measure 1c	Is the school protecting the rights of students with disabilities?	Result	Points Possible	Points Earned
Students with Disabilities	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to: Equitable access and opportunity to enroll; identification and referral, appropriate development and implementation of IEPs and Section 504 plans; operational compliance, including provisions of services in the LRE and appropriate inclusion in the school's academic program, assessments, and extracurricular activities; discipline, including due process protections, manifestation determinations, and behavioral intervention plans; access to school's facility and programs; appropriate use of all available applicable funding.</p> <p><b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the treatment of students with identifiable disabilities and those suspected of having a disability. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the treatment of students with identifiable disabilities and those suspected of having a disability; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
			15	
			0	
Notes				25
Measure 1d	Is the school protecting the rights of English Language Learner (ELL) students?	Result	Points Possible	Points Earned
English Language Learners	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations , and provisions of the performance certificate relating to requirements regarding ELLs, including but not limited to: Equitable access and opportunity to enroll; required policies related to the service of ELL students; compliance with native language communication requirements; proper steps for identification of students in need of ELL services; appropriate and equitable delivery of services to identified students; appropriate accommodations on assessments; exiting students from ELL services; and ongoing monitoring of exited students.</p> <p><b>Partially Meets Standard:</b> The school has exhibited non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the treatment of ELL students; however, matters of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to requirements regarding ELLs; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
			15	
			0	
Notes				25

INDICATOR 2: FINANCIAL MANAGEMENT AND OVERSIGHT			Result	Points Possible	Points Earned
<b>Measure 2a</b> <b>Financial Reporting and Compliance</b>  <b>Is the school meeting financial reporting and compliance requirements?</b>  <b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial reporting requirements, including but not limited to: Complete and on-time submission of financial reports including annual budget, revised budgets (if applicable) periodic financial reports as required by PCSC, and any reporting requirements if the board contracts with an Education Service Provider; on-time completion and submission of the annual independent audit and corrective action plans (if applicable); and all reporting requirements related to the use of public funds.  <b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial reporting requirements. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.  <b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to financial reporting requirements; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.			No instances of non-compliance documented	25	25
Notes					25
<b>Measure 2b</b> <b>GAAP</b>  <b>Is the school following General Accepted Accounting Principles (GAAP)</b>  <b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to: An unqualified audit option, an audit devoid of significant findings and conditions, material weakness, or significant internal control weaknesses; and an audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report.  <b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial management and oversight expectations as evidenced by an annual independent audit. Any matters of non-compliance are minor and quickly remedied, with documentation, by the governing board.  <b>Does Not Meet Standard:</b> The school exhibits failure to comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to financial management and oversight expectations as evidenced by an annual independent audit; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.			See note	25	25
Notes					25
<b>Measure 2c</b> <b>Enrollment Variance</b>  <b>Is the school successfully enrolling the projected number of students?</b>  <b>Meets Standard:</b> Enrollment variance equaled or exceeded 95 percent in the most recent fiscal year. <b>Partially Meets Standard:</b> Enrollment variance was between 90 and 95 percent in the most recent fiscal year. <b>Does Not Meet Standard:</b> Enrollment variance was less than 90 percent in the most recent fiscal year.			90%	25 15 0	15
Notes					15

INDICATOR 3: GOVERNANCE AND REPORTING			Result	Points Possible	Points Earned
<b>Measure 3a</b> <b>Is the school complying with governance requirements?</b>  <b>Governance Requirements</b>  <b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to governance by its board, including but not limited to: board policies; board bylaws; code of ethics; conflicts of interest; board composition; and compensation for attendance at meetings.  <b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to governance by its board. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.  <b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to governance by its board; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.			No instances of non-compliance documented	25	25
Notes					25
<b>Measure 3b</b> <b>Is the board fulfilling its oversight obligations?</b>  <b>Board Oversight</b>  <b>Meets Standard:</b> The school's board practices consistent, effective oversight of the school, including but not limited to frequent review of the school finances and academic outcomes. Board meeting agendas, packets, and minutes reflect competent oversight practices and actions to foster academic, operational, and financial strength of the school, including ongoing board training, policy review, and strategic planning. The school's board has adopted and maintains a complete policy book.  <b>Partially Meets Standard:</b> Some of the school board's oversight practices are underdeveloped, inconsistent, incomplete, or reflect a need for additional training. Board meeting agendas, packets, and minutes reflect meaningful efforts toward self-evaluation and improvement. The school's policy book may be substantially complete but require additional maintenance.  <b>Does Not Meet Standard:</b> The school's board fails to practice consistent, effective oversight of the school, and/or documentation of competent oversight practices and actions is not maintained. The school's policy book may be incomplete, unmaintained, or non-existent.			No instances of non-compliance documented	25	25
Notes					25

Measure 3c	Is the school complying with reporting requirements?	Result	Points Possible	Points Earned
Reporting Requirements	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, the SBOE, and/or federal authorities, including but not limited to: accountability tracking; attendance and enrollment reporting; compliance and oversight; and additional information requested by the authorizer.</p> <p><b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, the SBOE, and/or federal authorities. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, the SBOE, and/or federal authorities; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
Notes			15	0
				<hr/> 25
Measure 3d	Is the school complying with public transparency requirements?	Result	Points Possible	Points Earned
Public Transparency	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to public transparency, including but not limited to: maintenance of its website, timely availability of board meeting minutes, and accessibility of documents maintained by the school under the state's Freedom of Information Act, Open Meeting Law, Public Records Law, and other applicable authorities.</p> <p><b>Partially Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to public transparency. Any instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to public transparency; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
Notes			15	0
				<hr/> 25
Measure 3e	Is the school meeting employee credentialing and background check requirements?	Result	Points Possible	Points Earned
Credentialing & Background Checks	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to state and federal certification and background check requirements.</p> <p><b>Partially Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to state and federal certification and background check requirements. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to state and federal certification and background check requirements; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
Notes			15	0
				<hr/> 25



Measure 3f	Is the school handling information appropriately?	Result	Points Possible	Points Earned
Information Handling	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to the handling of information, including but not limited to: maintaining the security of student records under the Family Educational Rights and Privacy Act and other applicable authorities; storing and transferring student and personnel records; and securely maintaining testing materials.</p> <p><b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and requirements of the performance certificate relating to the handling of information. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to the handling of information; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
Notes				
<b>INDICATOR 4: SCHOOL ENVIRONMENT</b>				
Measure 4a	Is the school complying with transportation requirements?	Result	Points Possible	Points Earned
Transportation	<p><b>Meets Standard:</b> The school provides student transportation within its primary attendance area and materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to transportation.</p> <p><b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to transportation; and/or provides an incomplete form of transportation services. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to transportation; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board; and/or the school does not provide transportation.</p>	See note	25	15
Notes	The school coordinates with a public transportation provider to provide an incomplete form of student transportation. The school reports that this is a cost-effective option utilized by over half the student body.			
Measure 4b	Is the school complying with facilities requirements?	Result	Points Possible	Points Earned
Public Transparency	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to the school facilities and grounds, including but not limited to: Americans with Disabilities Act, fire inspections and related records, viable certification of occupancy or other required building use authorization, and documentation of requisite insurance coverage. The school facility is clean, well-maintained, and adequate for school operations.</p> <p><b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and requirements of the performance certificate relating to the school facilities and grounds. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board. Additional facility maintenance and/or updates have been recommended by DBS.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to the school facilities and grounds; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board. The school facility may be in need of modification or repair required by DBS.</p>	No instances of non-compliance documented	25	25
Notes				

INDICATOR 5: ADDITIONAL OBLIGATIONS																	
Measure 5a	Is the school complying with all other obligations?																
Additional Obligations		<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>No instances of non-compliance documented</td> <td>25</td> <td>25</td> </tr> <tr> <td></td> <td>15</td> <td></td> </tr> <tr> <td></td> <td>0</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">25</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned	No instances of non-compliance documented	25	25		15			0				25
Result	Points Possible	Points Earned															
No instances of non-compliance documented	25	25															
	15																
	0																
		25															
	<p><b>Meets Standard:</b> The school materially complies with all other material legal, statutory, regulatory, or contractual requirements that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources: revisions to statute and administrative rule; requirements of the State Department of Education; and requirements of the accrediting body.</p> <p><b>Partially Meets Standard:</b> The school largely complies with all other material legal, statutory, regulatory, or contractual requirements that are not otherwise explicitly stated herein. Matters of non-compliance, if any, are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with all other material legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herein; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>																
Notes																	

FINANCIAL

INDICATOR 1: NEAR-TERM			Result	Points Possible	Points Earned
Measure 1a Current Ratio	<p><b>Current Ratio: Current Assets divided by Current Liabilities</b></p> <p><b>Meets Standard:</b> Current Ratio is greater than or equal to 1.1 OR Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's). <i>Note: For schools in their first or second year of operation, the current ratio must be greater than or equal to 1.1.</i></p> <p><b>Does Not Meet:</b> Current Ratio is between 0.9 and 1.0 or equals 1.0 OR Current Ratio is between 1.0 and 1.1 and one-year trend is negative.</p> <p><b>Falls Far Below Standard:</b> Current ratio is less than or equal to 0.9.</p>		16.39	50	50
Notes				10	
				0	50
Measure 1b Cash Ratio	<p><b>Current Ratio: Cash divided by Current Liabilities</b></p> <p><b>Meets Standard:</b> Cash Ratio is greater than 1.0 OR Cash Ratio is equal to 1.0 and one-year trend is positive (current year ratio is higher than last year's).</p> <p><b>Does Not Meet:</b> Cash Ratio is between 0.9 and 1.0 OR Cash Ratio equals 1.0 and one-year trend is negative.</p> <p><b>Falls Far Below Standard:</b> Cash ratio is equal to or less than 0.9.</p>		14.88	50	50
Notes				10	
				0	50
Measure 1c Unrestricted Days Cash	<p><b>Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expense/365)</b></p> <p><b>Meets Standard:</b> 60 Days Cash OR Between 30 and 60 Days Cash and one-year trend is positive. <i>Note: Schools in their first or second year of operation must have a minimum of 30 Days Cash.</i></p> <p><b>Does Not Meet:</b> Days Cash is between 15-30 days OR Days Cash is between 30-60 days and one-year trend is negative.</p> <p><b>Falls Far Below Standard:</b> Fewer than 15 Days Cash.</p>		370 days	50	50
Notes				10	
				0	50
Measure 1d Default	<p><b>Default</b></p> <p><b>Meets Standard:</b> School is not in default of financial obligations. Financial obligations include, but are not limited to: nonpayment, breach of financial representation, non-reporting, non-compliance, financial judgements, loan covenants, and/or tax obligations.</p> <p><b>Does Not Meet:</b> School is in default of financial obligations.</p>		No default noted	50	50
Notes				0	50

FINANCIAL

INDICATOR 2: SUSTAINABILITY													
<b>Measure 2a</b> <b>Total Margin and Aggregated</b> <b>3-Year Total Margin</b>	<b>Total Margin: Net Income divided by Total Revenue AND Aggregated Total Margins: Total 3-Year Net Income divided by Total 3-Year Revenues.</b>  <b>Meets Standard:</b> Aggregated 3-year Total Margin is positive and the most recent year Total Margin is positive OR Aggregated 3-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive. <i>Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive.</i>  <b>Does Not Meet:</b> Aggregated 3-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard".  <b>Falls Far Below Standard:</b> Aggregated 3-Year Total Margin is less than or equal to -1.5 percent OR the most recent year Total Margin is less than -10 percent.	<b>Result</b>  See note	<table border="1"> <thead> <tr> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>50</td> <td>50</td> </tr> <tr> <td>30</td> <td></td> </tr> <tr> <td>0</td> <td></td> </tr> <tr> <td></td> <td style="border-top: 1px solid black;">50</td> </tr> </tbody> </table>	Points Possible	Points Earned	50	50	30		0			50
Points Possible	Points Earned												
50	50												
30													
0													
	50												
<b>Notes</b>	Aggregated 3-year Total Margin is positive and the most recent year Total Margin is positive. Due to the Reinstatement of Pension Liability, as required by GASB 68, Net Position may be higher than expected. Changes in Net Position due to pension reinstatement that do not provide or require current financial resources have been removed from the Net Position calculation. This reinstatement had no material effect on the outcome for this measure.												
<b>Measure 2b</b> <b>Debt to Asset Ratio</b>	<b>Debt to Asset Ratio: Total Liabilities divided by Total Assets</b>  <b>Meets Standard:</b> Debt to Asset Ratio is less than 0.9.  <b>Does Not Meet:</b> Debt to Asset Ratio is between 0.9. and 1.0  <b>Falls Far Below Standard:</b> Debt to Asset Ratio is greater than 1.0	<b>Result</b>  0.06	<table border="1"> <thead> <tr> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>50</td> <td>50</td> </tr> <tr> <td>30</td> <td></td> </tr> <tr> <td>0</td> <td></td> </tr> <tr> <td></td> <td style="border-top: 1px solid black;">50</td> </tr> </tbody> </table>	Points Possible	Points Earned	50	50	30		0			50
Points Possible	Points Earned												
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<b>Measure 2c</b> <b>Cash Flow</b>	<b>Cash Flow: Multi-Year Cash Flow = Year 3 Total Cash - Year 1 Total Cash AND One -Year Cash Flow = Year 2 Total Cash - Year 1 Total Cash</b>  <b>Meets Standard:</b> Multi-Year Cumulative Cash Flow is positive and Cash Flow is positive each year OR Multi-Year Cumulative Cash Flow is positive, Cash Flow is positive in one of two years, and Cash Flow in the most recent year is positive. <i>Note: Schools in their first or second year of operation must have positive cash flow.</i>  <b>Does Not Meet:</b> Multi-Year Cumulative Cash Flow is positive, but trend does not "Meet Standard"  <b>Falls Far Below Standard:</b> Multi-Year Cumulative Cash Flow is negative.	<b>Result</b>  See note	<table border="1"> <thead> <tr> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>50</td> <td>50</td> </tr> <tr> <td>30</td> <td></td> </tr> <tr> <td>0</td> <td></td> </tr> <tr> <td></td> <td style="border-top: 1px solid black;">50</td> </tr> </tbody> </table>	Points Possible	Points Earned	50	50	30		0			50
Points Possible	Points Earned												
50	50												
30													
0													
	50												
<b>Notes</b>	Multi-year Cumulative Cash Flow is positive and Cash Flow is positive each year.												
<b>Measure 2d</b> <b>Debt Service Coverage Ratio</b>	<b>Debt Service Coverage Ratio: (Net Income + Depreciation + Interest Expense)/(Annual Principal, Interest, and Lease Payments)</b>  <b>Meets Standard:</b> Debt Service Coverage Ratio is equal to or exceeds 1.1  <b>Does Not Meet:</b> Debt Service Coverage Ratio is less than 1.1	<b>Result</b>  4.74	<table border="1"> <thead> <tr> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>50</td> <td>50</td> </tr> <tr> <td>0</td> <td></td> </tr> <tr> <td></td> <td style="border-top: 1px solid black;">50</td> </tr> </tbody> </table>	Points Possible	Points Earned	50	50	0			50		
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Gem Prep: Pocatello Longitudinal Results

ACADEMIC	Measure	Percentage of Points Earned				
		2016-17	2017-18	2018-19	2019-20	2020-21
State Proficiency Comparison	1a	62%	76%			
	1b	88%	68%			
District Proficiency Comparison	2a	48%	62%			
	2b	70%	52%			
Criterion-Referenced Growth	3a	30%	49%			
	3b	39%	52%			
<b>% of Possible Academic Points for this School</b>		<b>51%</b>	<b>57%</b>			

OPERATIONAL	Measure	Percentage of Points Earned				
		2016-17	2017-18	2018-19	2019-20	2020-21
Educational Program	1a -1d	100%	100%			
Financial Management	2a - 2c	100%	87%			
Governance & Reporting	3a - 3f	100%	100%			
School Environment	4a - 4b	80%	80%			
Additional Obligations	5a	100%	100%			
<b>% of Possible Operational Points for this School</b>		<b>97%</b>	<b>95%</b>			

FINANCIAL	Measure	Percentage of Points Earned				
		2016-17	2017-18	2018-19	2019-20	2020-21
Near-Term	1a - 1d	N/A	100%			
Sustainability	2a - 2d	N/A	100%			
<b>% of Possible Financial Points for this School</b>		<b>N/A</b>	<b>100%</b>			

ACCOUNTABILITY DESIGNATION	Percentage of Points Earned				
	2016-17	2017-18	2018-19	2019-20	2020-21
Academic	Remediation	Good Standing			
Mission Specific	N/A	N/A			
Operational	Honor	Honor			
Financial	N/A*	Honor			

\*A separate, independent fiscal audit was not conducted for GPP's 2017 fiscal year.

# GEM PREP: POCATELLO

## 2017 ANNUAL PERFORMANCE REPORT

### INTRODUCTION

Each year, Idaho's Public Charter School Commission (PCSC) issues a performance report to every school in its portfolio. The annual report serves several purposes:

1. To provide transparent, data-driven information about charter school quality;
2. To ensure charter school boards have access to clear expectations and are provided maximum opportunity to correct any deficiencies prior to their renewal year; and
3. To inform mid-term authorizing decisions, such as the evaluation of charter amendment proposals.

This report contains an overview of the school, including its mission, leadership, and demographics. The overview is followed by the school's performance framework, including outcomes for the most recently completed school year.

The performance framework clearly sets forth the academic and operational performance indicators, measures, and metrics that will guide the PCSC's evaluations of the school. It contains indicators, measures, and metrics for student academic proficiency, student academic growth, post-secondary readiness (for high schools), and board performance and stewardship.

In accordance with Idaho law, the performance framework requires, at a minimum, that each school meet applicable federal, state, and authorizer goals for student achievement. It is designed to fulfill this requirement while respecting the diverse missions and student populations represented in PCSC portfolio schools. This performance framework was adopted by the Idaho Public Charter School Commission on May 4th, 2017.

To facilitate a clear context for the academic results contained in this report, the demographic, enrollment, and school leadership information provided is from the school year during which the data was gathered. Updated enrollment and school leadership information is available upon request from the school or PCSC office.

The data provided in this report was gathered primarily through the State Board of Education and State Department of Education. An independent financial audit and any applicable mission-specific data were submitted directly by the school. The school had a opportunity to correct or clarify its framework outcomes prior to the publication of this report.

Public charter school operations are inherently complex. For this reason, readers are encouraged to consider the scores on individual measures within the framework as a starting point for gaining a full, contextualized understanding of the school's performance.

## PERFORMANCE FRAMEWORK STRUCTURE

The academic section comprises the primary indicators on which most renewal or non-renewal decisions are based. The mission-specific, operational, and financial sections contribute additional indicators that are, except in cases of egregious failure to meet standards, considered secondary.

<b>Academic</b>	The academic section focuses on quantitative academic outcomes. It reflects the PCSC's commitments to considering schools' performance in the context of their communities and student populations. Although some results may not be made publically available in certain cases, in order to protect individually identifiable student information, the PCSC may still use this information for purposes of making authorizing decisions.
<b>Mission-Specific</b>	The mission-specific section provides an opportunity for meaningful acknowledgement of schools' achievements that are not reflected elsewhere in the framework. These measures may be academic or non-academic in nature, but must be objective and data-driven. Mission-specific measures are generally optional; however, inclusion of certain mission-specific measures may be required as a condition of the performance certificate.
<b>Operational</b>	The operational section considers whether schools are operating in compliance with federal and state law, authorizer requirements, and the provisions of their performance certificates.
<b>Financial</b>	The financial section evaluates the near-term and long-term financial status of the school. Schools with management contracts containing deficit protection clauses may be exempted from these indicators.

## ACCOUNTABILITY DESIGNATIONS

Calculation of the percentage of eligible points earned for each school determines that school's accountability designation in each section. The accountability designations, in turn, guide authorizing decisions. The PCSC will consider contextual factors affecting a school's accountability designations when making authorizing decisions.

<b>Honor</b>	Schools achieving at this level in all sections are guaranteed renewal. Replication and expansion proposals are likely to succeed.
<b>Good Standing</b>	Schools achieving at this level in the academic section will be recommended for renewal; however, conditional renewal may be recommended if outcomes in other sections are poor. Replication and expansion proposals will be considered.
<b>Remediation</b>	Schools achieving at this level in the academic section may be recommended for non-renewal or conditional renewal, particularly if outcomes in other sections are poor. Replication and expansion proposals are unlikely to succeed.
<b>Critical</b>	Schools achieving at this level in the academic section face a strong likelihood of non-renewal, particularly if outcomes in other sections are also poor. Replication and expansion proposals will not be considered.

### SCHOOL OVERVIEW

<b>Mission Statement</b>	The mission of the School is as follows: To prepare students for success in college and professional technical careers by providing a high quality, personalized, relevant and rigorous education through exceptional teaching, innovative uses of technology and partnerships with families.		
<b>Key Design Elements</b>	<ul style="list-style-type: none"> <li>● Personalized Learning - Gem Prep: Pocatello will emphasize personalized learning for each student. Strategies such as grouping of students, adaptive learning technology, and support in the classroom from parents or paraprofessionals are examples of ways that instruction is personalized for students.</li> <li>● Non-Cognitive Skills - Gem Prep: Pocatello will emphasize social &amp; emotional learning. While a focus on core academic knowledge and skills are important; many of the mindsets, habits, and emotional skills are necessary for the long term success of students.</li> <li>● Technology to Enhance Learning - Technology is constantly creating new learning opportunities for students. Gem Prep: Pocatello is committed to utilizing technology to enhance the learning experience for its students.</li> <li>● Principal as the Instructional Leader - The Gem Prep: Pocatello principal is a key factor to the success Gem Prep: Pocatello students. As such, Gem Prep; Pocatello administration will alleviate many of the non-instructional responsibilities of the principal to allow him/her to focus primarily on instructional matters and spend ample time in the classroom observing the learning and teaching process.</li> </ul>		
<b>School Location</b>	1451 Jessie Clark Lane Pocatello, ID 83202	<b>School Phone</b>	208-238-1388
<b>Surrounding District</b>	Pocatello School District #25		
<b>Opening Year</b>	2014		
<b>Current Term</b>	October 12, 2016 - June 30, 2019		
<b>Grades Served</b>	K-12		
<b>Enrollment (Approved)</b>	366	<b>Enrollment (Actual)</b>	113

### SCHOOL LEADERSHIP

Dennis Turner	Chair
Murray Stanton	Vice Chair
Bonnie Freytag	Member
Jill Call	Member
Brian Trammel	Member
Roger Stewart	Member
Allison Akhnoukh	Member
Jason Bransford	Administrator



**STUDENT DEMOGRAPHICS**

	<b>School</b>	<b>State</b>	<b>Surrounding</b>	<b>Neighboring</b>
<b>Non-White</b>	11%	26%	21%	N/A
<b>Limited English Proficiency</b>	0%	6%	1%	N/A
<b>Special Needs</b>	15%	10%	10%	N/A
<b>Free and Reduced Lunch</b>	0%	49%	48%	N/A

**ISAT PROFICIENCY RATES**

Percentage of students meeting or exceeding proficiency in Math	49%
Percentage of students meeting or exceeding proficiency in English Language Arts	%*
Percentage of students meeting or exceeding proficiency in Science	N/A

\*Masked per state law or statistical irrelevance

<b>GO-ON RATE (Post-secondary enrollment within 12 months of graduation)</b>	N/A
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ACADEMIC	Measure	Points Possible K-8	Points Earned K-8	Points Possible 9-12	Points Earned 9-12	Points Possible K-12	Points Earned K-12	Points Possible Alternative	Points Earned Alternative
State Proficiency Comparison	1a	50	31	50		50			
	1b	50	44	50		50			
District Proficiency Comparison	2a	50	24	50		50		50	
	2b	50	35	50		50		50	
Criterion-Referenced Growth	3a	100	30			50			
	3b	100	39			50			
Norm-Referenced Growth	4a			100		50		50	
	4b			100		50		50	
Post-Secondary Readiness	5a			125		125		100	
Total Academic Points		400	203	525	0	525	0	300	0
% of Academic Points			51%		0%		0%		0%

MISSION-SPECIFIC	Measure	Points Possible	Points Earned	
	1			GPP has chosen not to include mission-specific measures.
	2			
	3			
	4			
	5			
	6			
Total Mission-Specific Points		0	0	
% of Mission-Specific Points				

OPERATIONAL	Measure	Points Possible	Points Earned	FINANCIAL	Measure	Points Possible	Points Earned
Educational Program	1a	25	25	Near-Term	1a	50	0
	1b	25	25		1b	50	0
	1c	25	25		1c	50	0
	1d	25	25		1d	50	0
Financial Management & Oversight	2a	25	25	Sustainability	2a	50	0
	2b	25	25		2b	50	0
	2c	0	0		2c	50	0
Governance & Reporting	3a	25	25	Total Financial Points	2d	50	0
	3b	25	25		400	0	
	3c	25	25		% of Financial Points		0%
	3d	25	25				
	3e	25	25				
	3f	25	25				
School Environment	4a	25	15	The financial measures above are based on industry standards. They are not intended to reflect nuances of the school's financial status. Please see the financial section of this framework for relevant contextual information that may alleviate concern.			
Additional Obligations	4b	25	25				
	5a	25	25				
Total Operational Points		375	365				
% of Operational Points			97%				

ACCOUNTABILITY DESIGNATION	Range (% of Points Possible)	Academic Gen Ed Outcome	Academic Alt Outcome	Range	Mission Specific Outcome	Range	Operational Outcome	Range	Financial Outcome
Honor	75% - 100%			75% - 100%		90% - 100%		85% - 100%	
Good Standing	55% - 74%	51%	0%	55% - 74%	NA	80% - 89%	97%	65% - 84%	0%
Remediation	31% - 54%			31% - 54%		61% - 79%		46% - 64%	
Critical	0% - 30%			0% - 30%		0% - 60%		0% - 45%	

School outcomes will be evaluated in light of contextual information, including student demographics, school mission, and state/federal requirements.

ACADEMIC K-8

All proficiency and growth measures will be scored using the ISAT by SBAC, or any state-required standardized test as may replace it. Subject area (math and ELA) may be replaced by similar subject areas if necessary due to statewide changes. On all applicable measures, standard rounding to the nearest whole number will be used for scoring purposes. Measures based on ISAT outcomes exclude alternate ISAT data; as a result, the outcomes shown may differ slightly from those published on the State Department of Education's website.

INDICATOR 1: STATE PROFICIENCY COMPARISON																				
<b>Measure 1a</b>	<b>Do math proficiency rates meet or exceed the state average?</b>																			
<b>Math Proficiency Rate Comparison to State</b>	<p><b>Exceeds Standard:</b> The school's proficiency rate in math exceeds the state average by 16 percentage points or more.</p> <p><b>Meets Standard:</b> The school's proficiency rate in math is equal to the state average, or exceeds it by 1 - 15 percentage points.</p> <p><b>Does Not Meet Standard:</b> The school's proficiency rate in math is 1 - 15 percentage points lower than the state average.</p> <p><b>Falls Far Below Standard:</b> The school's proficiency rate in math is 16 or more percentage points lower than the state average.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td></td> <td>50</td> <td>0</td> </tr> <tr> <td>X</td> <td>30 - 45</td> <td>31</td> </tr> <tr> <td></td> <td>15 - 29</td> <td>0</td> </tr> <tr> <td></td> <td>0 - 14</td> <td>0</td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">31</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned		50	0	X	30 - 45	31		15 - 29	0		0 - 14	0			31
Result	Points Possible	Points Earned																		
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X	30 - 45	31																		
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		31																		
<b>Notes</b>	The state average will be determined using the same grade set as is served by the public charter school.																			
<b>Measure 1b</b>	<b>Do English Language Arts proficiency rates meet or exceed the state average?</b>																			
<b>ELA Proficiency Rate Comparison to State</b>	<p><b>Exceeds Standard:</b> The school's proficiency rate in ELA exceeds the state average by 16 percentage points or more.</p> <p><b>Meets Standard:</b> The school's proficiency rate in ELA is equal to the state average, or exceeds it by 1 - 15 percentage points.</p> <p><b>Does Not Meet Standard:</b> The school's proficiency rate in ELA is 1 - 15 percentage points lower than the state average.</p> <p><b>Falls Far Below Standard:</b> The school's proficiency rate in ELA is 16 or more percentage points lower than the state average.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td></td> <td>50</td> <td>0</td> </tr> <tr> <td>X</td> <td>30 - 45</td> <td>44</td> </tr> <tr> <td></td> <td>15 - 29</td> <td>0</td> </tr> <tr> <td></td> <td>0 - 14</td> <td>0</td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">44</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned		50	0	X	30 - 45	44		15 - 29	0		0 - 14	0			44
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<b>Notes</b>	The state average will be determined using the same grade set as is served by the public charter school.																			

INDICATOR 2: DISTRICT PROFICIENCY COMPARISON																				
<b>Measure 2a</b> <b>Math Proficiency Rate</b> <b>Comparison to District</b>	<b>Do math proficiency rates meet or exceed the district average?</b>  <b>Exceeds Standard:</b> The school's proficiency rate in math either exceeds the district average by 16 percentage points or more, or is at least 80%.  <b>Meets Standard:</b> The school's proficiency rate in math is equal to the district average, or exceeds it by 1 - 15 percentage points.  <b>Does Not Meet Standard:</b> The school's proficiency rate in math is 1 - 15 percentage points lower than the district average.  <b>Falls Far Below Standard:</b> The school's proficiency rate in math is 16 or more percentage points lower than the district average.	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td></td> <td>50</td> <td>0</td> </tr> <tr> <td></td> <td>30 - 45</td> <td>0</td> </tr> <tr> <td>X</td> <td>15 - 29</td> <td>24</td> </tr> <tr> <td></td> <td>0 - 14</td> <td>0</td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">24</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned		50	0		30 - 45	0	X	15 - 29	24		0 - 14	0			24
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<b>Notes</b>	The district average will be determined using the same grade set as is served by the public charter school. Pocatello/Chubbuck School District will be used for comparison purposes.																			
<b>Measure 2b</b> <b>ELA Proficiency Rate</b> <b>Comparison to District</b>	<b>Do ELA proficiency rates meet or exceed the district average?</b>  <b>Exceeds Standard:</b> The school's proficiency rate in ELA either exceeds the district average by 16 percentage points or more, or is at least 80%.  <b>Meets Standard:</b> The school's proficiency rate in ELA is equal to the district average, or exceeds it by 1 - 15 percentage points.  <b>Does Not Meet Standard:</b> The school's proficiency rate in ELA is 1 - 15 percentage points lower than the district average.  <b>Falls Far Below Standard:</b> The school's proficiency rate in ELA is 16 or more percentage points lower than the district average.	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td></td> <td>50</td> <td>0</td> </tr> <tr> <td>X</td> <td>30 - 45</td> <td>35</td> </tr> <tr> <td></td> <td>15 - 29</td> <td>0</td> </tr> <tr> <td></td> <td>0 - 14</td> <td>0</td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">35</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned		50	0	X	30 - 45	35		15 - 29	0		0 - 14	0			35
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<b>Notes</b>	The district average will be determined using the same grade set as is served by the public charter school. Pocatello/Chubbuck School District will be used for comparison purposes.																			

INDICATOR 3: CRITERION-REFERENCED STUDENT GROWTH (GRADES K-8)															
<b>Measure 3a</b> <b>Criterion-Referenced Growth</b> <b>Math</b>  <b>Notes</b>	<b>Are students making adequate academic growth to achieve math proficiency within 3 years or by 10th grade?</b>  <b>Exceeds Standard:</b> At least 85% of students are making adequate academic growth in math. <b>Meets Standard:</b> Between 70% and 84% of students are making adequate academic growth in math. <b>Does Not Meet Standard:</b> Between 50% and 69% of students are making adequate academic growth in math. <b>Falls Far Below Standard:</b> Fewer than 50% of students are making adequate academic growth in math.	<b>Result</b>   53	<table border="1"> <thead> <tr> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>76-100</td> <td>0</td> </tr> <tr> <td>51-75</td> <td>0</td> </tr> <tr> <td>26-50</td> <td>30</td> </tr> <tr> <td>0-25</td> <td>0</td> </tr> <tr> <td></td> <td style="border-top: 1px solid black;">30</td> </tr> </tbody> </table>	Points Possible	Points Earned	76-100	0	51-75	0	26-50	30	0-25	0		30
Points Possible	Points Earned														
76-100	0														
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	30														
<b>Measure 3b</b> <b>Criterion-Referenced Growth</b> <b>ELA</b>  <b>Notes</b>	<b>Are students making adequate academic growth to achieve English Language Arts proficiency within 3 years or by 10th grade?</b>  <b>Exceeds Standard:</b> At least 85% of students are making adequate academic growth in ELA. <b>Meets Standard:</b> Between 70% and 84% of students are making adequate academic growth in ELA. <b>Does Not Meet Standard:</b> Between 50% and 69% of students are making adequate academic growth in ELA. <b>Falls Far Below Standard:</b> Fewer than 50% of students are making adequate academic growth in ELA.	<b>Result</b>   60	<table border="1"> <thead> <tr> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>76-100</td> <td>0</td> </tr> <tr> <td>51-75</td> <td>0</td> </tr> <tr> <td>26-50</td> <td>39</td> </tr> <tr> <td>0-25</td> <td>0</td> </tr> <tr> <td></td> <td style="border-top: 1px solid black;">39</td> </tr> </tbody> </table>	Points Possible	Points Earned	76-100	0	51-75	0	26-50	39	0-25	0		39
Points Possible	Points Earned														
76-100	0														
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0-25	0														
	39														

OPERATIONAL

INDICATOR 1: EDUCATIONAL PROGRAM																	
<p>Measure 1a Implementation of Educational Program</p>	<p><b>Is the school implementing the material terms of the educational program as defined in the charter and performance certificate?</b></p> <p><b>Meets Standard:</b> The school implements the material terms of the mission, vision, and educational program in all material respects, and the implementation of the educational program reflects the essential elements outlined in the charter and performance certificate. A cohesive professional development program is utilized.</p> <p><b>Partially Meets Standard:</b> The school partially implements the material terms of the mission, vision, and educational program. However, implementation is incomplete, not cohesive, inconsistent, unclear, and/or unsupported by adequate resources and professional development.</p> <p><b>Does Not Meet Standard:</b> The school has deviated from the material terms of the mission, vision, and/or essential elements of the educational program as described in the performance certificate, without an approved amendment, such that the program provided differs substantially from the program described in the charter and performance certificate.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>No instances of non-compliance documented</td> <td>25</td> <td>25</td> </tr> <tr> <td></td> <td>15</td> <td></td> </tr> <tr> <td></td> <td>0</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">25</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned	No instances of non-compliance documented	25	25		15			0				25
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	0																
		25															
<p>Notes</p>																	
<p>Measure 1b Educational Requirements</p>	<p><b>Is the school complying with applicable educational requirements?</b></p> <p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to educational requirements, including but not limited to: Instructional time requirements, graduation, and promotional requirements, content standards including the Common Core State Standards, the Idaho State Standards, state assessments, and implementation of mandated programming related to state or federal funding.</p> <p><b>Partially Meets Standard:</b> The school has exhibited non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to educational requirements; however, matters of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to educational requirements; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>No instances of non-compliance documented</td> <td>25</td> <td>25</td> </tr> <tr> <td></td> <td>15</td> <td></td> </tr> <tr> <td></td> <td>0</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">25</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned	No instances of non-compliance documented	25	25		15			0				25
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	15																
	0																
		25															
<p>Notes</p>																	

OPERATIONAL

Measure 1c	Is the school protecting the rights of students with disabilities?	Result	Points Possible	Points Earned
Students with Disabilities	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to: Equitable access and opportunity to enroll; identification and referral, appropriate development and implementation of IEPs and Section 504 plans; operational compliance, including provisions of services in the LRE and appropriate inclusion in the school's academic program, assessments, and extracurricular activities; discipline, including due process protections, manifestation determinations, and behavioral intervention plans; access to school's facility and programs; appropriate use of all available applicable funding.</p> <p><b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the treatment of students with identifiable disabilities and those suspected of having a disability. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the treatment of students with identifiable disabilities and those suspected of having a disability; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
Notes			15	0
				25
Measure 1d	Is the school protecting the rights of English Language Learner (ELL) students?	Result	Points Possible	Points Earned
English Language Learners	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to requirements regarding ELLs, including but not limited to: Equitable access and opportunity to enroll; required policies related to the service of ELL students; compliance with native language communication requirements; proper steps for identification of students in need of ELL services; appropriate and equitable delivery of services to identified students; appropriate accommodations on assessments; exiting students from ELL services; and ongoing monitoring of exited students.</p> <p><b>Partially Meets Standard:</b> The school has exhibited non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the treatment of ELL students; however, matters of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to requirements regarding ELLs; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
Notes			15	0
				25

INDICATOR 2: FINANCIAL MANAGEMENT AND OVERSIGHT			Result	Points Possible	Points Earned
<b>Measure 2a</b> <b>Financial Reporting and Compliance</b>	<b>Is the school meeting financial reporting and compliance requirements?</b>  <b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial reporting requirements, including but not limited to: Complete and on-time submission of financial reports including annual budget, revised budgets (if applicable) periodic financial reports as required by PCSC, and any reporting requirements if the board contracts with an Education Service Provider; on-time completion and submission of the annual independent audit and corrective action plans (if applicable); and all reporting requirements related to the use of public funds.  <b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial reporting requirements. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.  <b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to financial reporting requirements; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.	No instances of non-compliance documented   25   15   0	25   15   0	25   15   0	25   15   0
Notes					25
<b>Measure 2b</b> <b>GAAP</b>	<b>Is the school following General Accepted Accounting Principles (GAAP)</b>  <b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to: An unqualified audit option, an audit devoid of significant findings and conditions, material weakness, or significant internal control weaknesses; and an audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report.  <b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial management and oversight expectations as evidenced by an annual independent audit. Any matters of non-compliance are minor and quickly remedied, with documentation, by the governing board.  <b>Does Not Meet Standard:</b> The school exhibits failure to comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to financial management and oversight expectations as evidenced by an annual independent audit; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.	No instances of non-compliance documented   25   15   0	25   15   0	25   15   0	25   15   0
Notes					25
<b>Measure 2c</b> <b>Enrollment Variance</b>	<b>Is the school successfully enrolling the projected number of students?</b>  <b>Meets Standard:</b> Enrollment variance equaled or exceeded 95 percent in the most recent fiscal year. <b>Partially Meets Standard:</b> Enrollment variance was between 90 and 95 percent in the most recent fiscal year. <b>Does Not Meet Standard:</b> Enrollment variance was less than 90 percent in the most recent fiscal year.	25 15 0	25 15 0	25 15 0	0
Notes	Enrollment variance is calculated by dividing actual mid-term enrollment by the enrollment projection in the school's board-approved budget, as submitted to the SDE at the beginning of the fiscal year. Because GPP was not authorized by the PCSC until August 2017, data for calculation of this measure is unavailable.				



OPERATIONAL

INDICATOR 3: GOVERNANCE AND REPORTING														
<p><b>Measure 3a</b>      <b>Is the school complying with governance requirements?</b></p> <p><b>Governance Requirements</b></p> <p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to governance by its board, including but not limited to: board policies; board bylaws; code of ethics; conflicts of interest; board composition; and compensation for attendance at meetings.</p> <p><b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to governance by its board. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to governance by its board; and/or matters of non compliance are not quickly remedied, with documentation, by the governing board.</p> <p>Notes</p>	<p><b>Result</b></p> <p>No instances of non-compliance documented</p>	<table border="1"> <thead> <tr> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>25</td> <td>25</td> </tr> <tr> <td>15</td> <td></td> </tr> <tr> <td>0</td> <td></td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td></td> <td>25</td> </tr> </tbody> </table>	Points Possible	Points Earned	25	25	15		0		<hr/>			25
Points Possible	Points Earned													
25	25													
15														
0														
<hr/>														
	25													
<p><b>Measure 3b</b>      <b>Is the board fulfilling its oversight obligations?</b></p> <p><b>Board Oversight</b></p> <p><b>Meets Standard:</b> The school's board practices consistent, effective oversight of the school, including but not limited to frequent review of the school finances and academic outcomes. Board meeting agendas, packets, and minutes reflect competent oversight practices and actions to foster academic, operational, and financial strength of the school, including ongoing board training, policy review, and strategic planning. The school's board has adopted and maintains a complete policy book.</p> <p><b>Partially Meets Standard:</b> Some of the school board's oversight practices are underdeveloped, inconsistent, incomplete, or reflect a need for additional training. Board meeting agendas, packets, and minutes reflect meaningful efforts toward self-evaluation and improvement. The school's policy book may be substantially complete but require additional maintenance.</p> <p><b>Does Not Meet Standard:</b> The school's board fails to practice consistent, effective oversight of the school, and/or documentation of competent oversight practices and actions is not maintained. The school's policy book may be incomplete, unmaintained, or non-existent.</p> <p>Notes</p>	<p><b>Result</b></p> <p>No instances of non-compliance documented</p>	<table border="1"> <thead> <tr> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td>25</td> <td>25</td> </tr> <tr> <td>15</td> <td></td> </tr> <tr> <td>0</td> <td></td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td></td> <td>25</td> </tr> </tbody> </table>	Points Possible	Points Earned	25	25	15		0		<hr/>			25
Points Possible	Points Earned													
25	25													
15														
0														
<hr/>														
	25													

OPERATIONAL

Measure 3c	Is the school complying with reporting requirements?	Result	Points Possible	Points Earned
Reporting Requirements	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, the SBOE, and/or federal authorities, including but not limited to: accountability tracking; attendance and enrollment reporting; compliance and oversight; and additional information requested by the authorizer.</p> <p><b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, the SBOE, and/or federal authorities. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, the SBOE, and/or federal authorities; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
			15	
			0	
Notes				25
Measure 3d	Is the school complying with public transparency requirements?	Result	Points Possible	Points Earned
Public Transparency	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to public transparency, including but not limited to: maintenance of its website, timely availability of board meeting minutes, and accessibility of documents maintained by the school under the state's Freedom of Information Act, Open Meeting Law, Public Records Law, and other applicable authorities.</p> <p><b>Partially Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to public transparency. Any instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to public transparency; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
			15	
			0	
Notes				25

OPERATIONAL

Measure 3e	Is the school meeting employee credentialing and background check requirements?	Result	Points Possible	Points Earned
<b>Credentialing &amp; Background Checks</b>	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to state and federal certification and background check requirements.</p> <p><b>Partially Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to state and federal certification and background check requirements. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to state and federal certification and background check requirements; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
Notes			15	0
			25	
Measure 3f	Is the school handling information appropriately?	Result	Points Possible	Points Earned
<b>Information Handling</b>	<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to the handling of information, including but not limited to: maintaining the security of student records under the Family Educational Rights and Privacy Act and other applicable authorities; storing and transferring student and personnel records; and securely maintaining testing materials.</p> <p><b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and requirements of the performance certificate relating to the handling of information. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to the handling of information; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
Notes			15	0
			25	

INDICATOR 4: SCHOOL ENVIRONMENT			Result	Points Possible	Points Earned
<b>Measure 4a</b> <b>Transportation</b>	<b>Is the school complying with transportation requirements?</b>  <b>Meets Standard:</b> The school provides student transportation within its primary attendance area and materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to transportation. <b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to transportation; and/or provides an incomplete form of transportation services. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board. <b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to transportation; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board; and/or the school does not provide transportation.				
				25	
			See note	15	15
				0	
					15
Notes	The school coordinates with a public transportation provider to provide an incomplete form of student transportation. The school reports that this is a cost-effective option utilized by over half the student body.				
<b>Measure 4b</b> <b>Public Transparency</b>	<b>Is the school complying with facilities requirements?</b>  <b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to the school facilities and grounds, including but not limited to: Americans with Disabilities Act, fire inspections and related records, viable certification of occupancy or other required building use authorization, and documentation of requisite insurance coverage. The school facility is clean, well-maintained, and adequate for school operations.  <b>Partially Meets Standard:</b> The school largely exhibits compliance with applicable laws, rules, regulations, and requirements of the performance certificate relating to the school facilities and grounds. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board. Additional facility maintenance and/or updates have been recommended by DBS.  <b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, or provisions of the performance certificate relating to the school facilities and grounds; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board. The school facility may be in need of modification or repair required by DBS.				
			No instances of non-compliance documented	25	25
				15	
				0	
					25
Notes					

INDICATOR 5: ADDITIONAL OBLIGATIONS				
Measure 5a	Is the school complying with all other obligations?	Result	Points Possible	Points Earned
Additional Obligations	<p><b>Meets Standard:</b> The school materially complies with all other material legal, statutory, regulatory, or contractual requirements that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources: revisions to statute and administrative rule; requirements of the State Department of Education; and requirements of the accrediting body.</p> <p><b>Partially Meets Standard:</b> The school largely complies with all other material legal, statutory, regulatory, or contractual requirements that are not otherwise explicitly stated herein. Matters of non-compliance, if any, are minor and quickly remedied, with documentation, by the governing board.</p> <p><b>Does Not Meet Standard:</b> The school exhibits frequent and/or significant failure to materially comply with all other material legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herein; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	No instances of non-compliance documented	25	25
			15	
			0	
Notes				25

FINANCIAL

INDICATOR 1: NEAR-TERM			Result	Points Possible	Points Earned
Measure 1a	Current Ratio: Current Assets divided by Current Liabilities				
Current Ratio	<p><b>Meets Standard:</b> Current Ratio is greater than or equal to 1.1 OR Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's). <i>Note: For schools in their first or second year of operation, the current ratio must be greater than or equal to 1.1.</i></p> <p><b>Does Not Meet:</b> Current Ratio is between 0.9 and 1.0 or equals 1.0 OR Current Ratio is between 1.0 and 1.1 and one-year trend is negative.</p> <p><b>Falls Far Below Standard:</b> Current ratio is less than or equal to 0.9.</p>	Current Ratio is:	50	10	0
Notes	A separate, independent fiscal audit was not conducted for GPP's 2017 fiscal year.				0
Measure 1b	Current Ratio: Cash divided by Current Liabilities				
Cash Ratio	<p><b>Meets Standard:</b> Cash Ratio is greater than 1.0 OR Cash Ratio is equal to 1.0 and one-year trend is positive (current year ratio is higher than last year's).</p> <p><b>Does Not Meet:</b> Cash Ratio is between 0.9 and 1.0 OR Cash Ratio equals 1.0 and one-year trend is negative.</p> <p><b>Falls Far Below Standard:</b> Cash ratio is equal to or less than 0.9.</p>	Cash Ratio is:	50	10	0
Notes	A separate, independent fiscal audit was not conducted for GPP's 2017 fiscal year.				0
Measure 1c	Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expense/365)				
Unrestricted Days Cash	<p><b>Meets Standard:</b> 60 Days Cash OR Between 30 and 60 Days Cash and one-year trend is positive. <i>Note: Schools in their first or second year of operation must have a minimum of 30 Days Cash.</i></p> <p><b>Does Not Meet:</b> Days Cash is between 15-30 days OR Days Cash is between 30-60 days and one-year trend is negative.</p> <p><b>Falls Far Below Standard:</b> Fewer than 15 Days Cash.</p>	No. of Days Cash:	50	10	0
Notes	A separate, independent fiscal audit was not conducted for GPP's 2017 fiscal year.				0
Measure 1d	Default				
Default	<p><b>Meets Standard:</b> School is not in default of financial obligations. Financial obligations include, but are not limited to: nonpayment, breach of financial representation, non-reporting, non-compliance, financial judgements, loan covenants, and/or tax obligations.</p> <p><b>Does Not Meet:</b> School is in default of financial obligations.</p>		50	0	0
Notes	A separate, independent fiscal audit was not conducted for GPP's 2017 fiscal year.				0

FINANCIAL

INDICATOR 2: SUSTAINABILITY			Result	Points Possible	Points Earned
Measure 2a	Total Margin: Net Income divided by Total Revenue AND Aggregated Total Margins: Total 3-Year Net Income divided by Total 3-Year Revenues.				
Total Margin and Aggregated			Aggregated 3-Year Totals:		
3-Year Total Margin	<p><b>Meets Standard:</b> Aggregated 3-yr Total Margin is positive and the most recent year Total Margin is positive OR Aggregated 3-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive. <i>Note: For schools in their first or second year of operation, the</i></p> <p><b>Does Not Meet:</b> Aggregated 3-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard".</p> <p><b>Falls Far Below Standard:</b> Aggregated 3-Year Total Margin is less than or equal to -1.5 percent OR the most recent year Total Margin is less than -10 percent.</p>		50	30	0
Notes	A separate, independent fiscal audit was not conducted for GPP's 2017 fiscal year.				0
Measure 2b	Debt to Asset Ratio: Total Liabilities divided by Total Assets		Result	Points Possible	Points Earned
Debt to Asset Ratio			Ratio is:		
	<p><b>Meets Standard:</b> Debt to Asset Ratio is less than 0.9.</p> <p><b>Does Not Meet:</b> Debt to Asset Ratio is between 0.9 and 1.0</p> <p><b>Falls Far Below Standard:</b> Debt to Asset Ratio is greater than 1.0</p>		50	30	0
Notes	A separate, independent fiscal audit was not conducted for GPP's 2017 fiscal year.				0
Measure 2c	Cash Flow: Multi-Year Cash Flow = Year 3 Total Cash - Year 1 Total Cash AND One -Year Cash Flow = Year 2 Total Cash - Year 1 Total Cash		Result	Points Possible	Points Earned
Cash Flow			Multi-Year Cumulative is:		
	<p><b>Meets Standard:</b> Multi-Year Cumulative Cash Flow is positive and Cash Flow is positive each year OR Multi-Year Cumulative Cash Flow is positive, Cash Flow is positive in one of two years, and Cash Flow in the most recent year is positive. <i>Note: Schools in their first or second year of operation must have positive cash flow.</i></p> <p><b>Does Not Meet:</b> Multi-Year Cumulative Cash Flow is positive, but trend does not "Meet Standard"</p> <p><b>Falls Far Below Standard:</b> Multi-Year Cumulative Cash Flow is negative.</p>		50	30	0
Notes	A separate, independent fiscal audit was not conducted for GPP's 2017 fiscal year.				0
Measure 2d	Debt Service Coverage Ratio: (Net Income + Depreciation + Interest Expense)/(Annual Principal, Interest, and Lease Payments)		Result	Points Possible	Points Earned
Debt Service Coverage Ratio			Ratio is:		
	<p><b>Meets Standard:</b> Debt Service Coverage Ratio is equal to or exceeds 1.1</p> <p><b>Does Not Meet:</b> Debt Service Coverage Ratio is less than 1.1</p>		50	0	0
Notes	A separate, independent fiscal audit was not conducted for GPP's 2017 fiscal year.				0

<b>Financial Summary</b>					
<b>Gem Prep: Pocatello</b>					
<b>Revenue</b>					
Anticipated Enrollment for Each Scenario:		0	328	428	522
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Local Revenue		\$0.00	\$18,000.00	\$18,000.00	\$18,000.00
Contributions/ Donations		\$0.00	\$0.00	\$0.00	\$0.00
Loans		\$0.00	\$0.00	\$0.00	\$0.00
Grants		\$0.00	\$675,000.00	\$425,000.00	\$100,000.00
Base Support	NA	\$0.00	\$445,742.00	\$613,101.00	\$792,277.00
Salary and Benefit Apportionment	NA	\$0.00	\$1,105,205.00	\$1,520,168.00	\$1,914,952.00
Transportation Allowance	NA	\$0.00	\$0.00	\$0.00	\$0.00
Special Distributions	NA	\$0.00	\$267,709.00	\$364,454.00	\$418,404.00
Federal Funds		\$0.00	\$142,902.00	\$186,570.00	\$227,423.00
<b>REVENUE TOTAL</b>	<b>-</b>	<b>\$0.00</b>	<b>\$2,654,558.00</b>	<b>\$3,127,293.00</b>	<b>\$3,471,056.00</b>

<b>Expenditures</b>					
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals		-	1,391,411.55	1,690,491.63	1,826,053.28
Educational Program Totals		-	394,217.00	508,294.00	636,000.00
Technology Totals		-	165,729.00	98,625.00	110,669.00
Capital Outlay Totals		-	39,872.00	27,235.00	25,284.00
Board of Directors Totals		-	32,500.00	32,500.00	32,500.00
Facilities Totals		-	512,734.00	619,633.00	619,633.00
Transportation Totals		\$0.00	\$36,600.00	\$44,100.00	\$51,150.00
Nutrition Totals		-	24,303.00	31,713.00	38,678.00
Other		-	-	-	-
<b>EXPENSE TOTAL</b>	<b>-</b>	<b>\$0.00</b>	<b>\$2,597,366.55</b>	<b>\$3,052,591.63</b>	<b>\$3,339,967.28</b>

<b>OPERATING INCOME (LOSS)</b>	<b>-</b>	<b>\$0.00</b>	<b>\$57,191.45</b>	<b>\$74,701.37</b>	<b>\$131,088.72</b>
<b>PREVIOUS YEAR CARRYOVER</b>	<b>-</b>	<b>-</b>	<b>\$650,000.00</b>	<b>\$707,191.45</b>	<b>\$781,892.82</b>



NET INCOME (LOSS)	-	\$0.00	\$707,191.45	\$781,892.82	\$912,981.55
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Gem Prep: Pocatello

Idaho Public Charter School Commission					
Charter Petition: Operational Budgets					
Worksheet Instructions: list revenues, expenditures, and Full-Time Equivalencies (FTE) anticipated during the pre-operational year. Insert rows as necessary throughout the document. Include					
Operational Revenue					
Anticipated Enrollment for Each Scenario:		328	428	522	
Line Item / Account	Break-Even Year 1	Full Enrollment Year 1	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Cash on Hand		650,000	NA	NA	Carry over from FY19
Other Local Revenue		\$18,000.00	\$18,000.00	\$18,000.00	I-DEA rent
Donations and Contributions					
Loans					
Grants		\$675,000.00	\$425,000.00	\$100,000.00	Grant funds are a portion of the \$4.5 million JAKAF grant and CSGF \$1.5 million awarded to Gem Innovation Schools Foundation, Inc to open and manage Gem Prep charter schools.
Entitlement		\$445,742.00	\$613,101.00	\$792,277.00	Attach the M & O Revenue Template
Salary and Benefit Apportionment		\$1,105,205.00	\$1,520,168.00	\$1,914,952.00	Attach the M & O Revenue Template
Transportation Allowance					
Special Distributions					From the SDE Special Distributions Doc.
Charter School Facilities		\$121,360.00	\$158,360.00	\$193,140.00	
Content and Curriculum		\$1,811.00	\$2,116.00	\$2,442.00	
Continuous Improvement Plans and Training					
Gifted Talented		\$3,000.00	\$3,000.00	\$3,000.00	
Leadership Premiums		\$15,674.00	\$20,225.00	\$21,641.00	
IT Staffing		\$15,000.00	\$15,000.00	\$15,000.00	
Math and Science Requirement			\$31,200.00	\$31,200.00	
Professional Development		\$28,098.00	\$31,900.00	\$33,083.00	
Safe and Drug-Free Schools		\$4,297.00	\$6,051.00	\$7,286.00	
Technology (i.e. infrastructure)		\$67,160.00	\$76,660.00	\$85,590.00	
Advanced Opportunities					
College and Career Advisors/ Mentors					
Literacy Proficiency	NA				
Limited English Proficient (LEP)	NA				
School Facilities (Lottery)	NA	\$11,309.00	\$19,942.00	\$26,022.00	
Title I & Title II		\$80,360.00	\$104,960.00	\$127,890.00	Assumptions based on previous years' allocations and F/R rates. If actual revenue is lower than anticipated, expenses will be equally adjusted.
IDEA Part B		\$62,542.00	\$81,610.00	\$99,533.00	Assumptions based on previous years' allocations and F/R rates. If actual revenue is lower than anticipated, expenses will be equally adjusted.
<b>REVENUE TOTAL</b>	<b>\$0.00</b>	<b>\$3,304,558.00</b>	<b>\$3,127,293.00</b>	<b>\$3,471,056.00</b>	

## Operational Expenditures

Section 1: Staffing									
1a: CERTIFIED STAFF	Break-Even		Full Enrollment Year 1		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Classroom Teachers	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Elementary Teachers			11.00	512,000.00	13.00	612,000.00	14.00	651,200.00	Yr. 1: 2 class each for grades K-3, 1 class each grades 4-6, Yr. 2: 2 class each for grades K-5, 1 class grades 6, Yr. 3: 2 class each for grades K-6, 190 day contracts includes PD days, (see attached FY19 salary schedule)
Secondary Teachers			2.00	96,000.00	4.00	176,000.00	4.40	192,000.00	Yr 1: 2 FTE Grades 7-8; Yr. 2: 2 FTE Grades 7-8, 2 FTE Grades 9-10; Yr. 3: 2 FTE Grades 7-8; 2.4 FTE Grades 9-11. As stated in the charter petition, a cornerstone of the Gem Prep: Pocatello secondary school model is the sharing of teachers across all Gem Prep schools. Core subjects will be taught synchronously across the state with some students in person with the teachers while others access the lesson via telecast with a paraprofessional providing supervision. In addition to ensuring students across the state have access to highly qualified teachers in each subject area, this model ensure financial sustainability by enabling teacher staffing to be spread across three smaller schools. The Gem model requires a minimum of 2 secondary teachers at each Gem. School
Specialty Teachers									
Classroom Teacher Subtotals	0.00	-	13.00	608,000.00	17.00	788,000.00	18.40	843,200.00	Average classroom size: Grade K = 24, Grades 1-3 = 24 students/class, Grades 4-6 = 30 students/class, (Two classes per grade level); 7-8 = 45 students/grade, 9-12 = 30 students/grade .
Special Education	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
SPED Director									GPP's administrative services contract provides for a Special Ed director
Special Education Teacher			1.50	72,000.00	2.00	96,000.00	2.00	96,000.00	190 day contract includes PD days,
Special Education Subtotals	0.00	-	1.50	72,000.00	2.00	96,000.00	2.00	96,000.00	Anticipated 11% Special Education Students:
Other Certified Staff	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Principal	0.0		1.00	81,000.00	1.00	81,000.00	1.00	81,000.00	Principal 220 day contract includes PD days,
Assistant Principal			0.50	35,500.00	0.50	35,500.00	1.00	71,000.00	Principal 220 day contract includes PD days,
Counselor			1.00	48,000.00	1.00	48,000.00	1.00	48,000.00	Principal 220 day contract includes PD days,
Other Certified Staff Subtotals	0.00	-	2.50	164,500.00	2.50	164,500.00	3.00	200,000.00	
<b>CERTIFIED STAFF TOTAL</b>	<b>0.00</b>	<b>-</b>	<b>17.00</b>	<b>\$844,500.00</b>	<b>21.50</b>	<b>\$1,048,500.00</b>	<b>23.40</b>	<b>\$1,139,200.00</b>	

1b: CLASSIFIED STAFF	Break-Even		Full Enrollment Year 1		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Position	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Paraprofessionals- General			6.32	113,760.00	7.02	126,360.00	7.22	129,960.00	Parapros are part time, no benefits, 187.5 days (including PD days) @\$12/hr
Paraprofessionals- SPED			1.50	27,000.00	2.00	36,000.00	2.50	45,000.00	Parapros are part time, no benefits, 187.5 days (including PD days) @\$12/hr
Admin / Front Office Staff			2.50	76,216.00	2.50	76,216.00	2.50	76,216.00	1 FTE receptionist, 1 FTE school operations, .5 FTE technoloty
Other									
<b>CLASSIFIED STAFF TOTAL</b>	<b>0.00</b>	<b>-</b>	<b>10.32</b>	<b>216,976.00</b>	<b>11.52</b>	<b>238,576.00</b>	<b>12.22</b>	<b>251,176.00</b>	

1c: BENEFITS	Break-Even		Full Enrollment Year 1		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Type	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	
Retirement			12.58%	115,826.07	12.58%	141,489.27	12.58%	152,899.33	Paraprofessionals work less than 20 hrs/wk, do not qualifiy
Workers comp/ FICA/ Medicare			8.23%	87,359.47	8.23%	105,926.35	8.23%	114,427.94	
Group Insurance (Medical/Dental)			\$6,500/FTE	126,750.00	500/FTE	156,000.00	500/FTE	168,350.00	Paraprofessionals work less than 20 hrs/wk, do not qualifiy
Paid time off (provide assumptions)									
<b>BENEFITS TOTAL</b>		<b>-</b>		<b>329,935.55</b>		<b>403,415.63</b>		<b>435,677.28</b>	
<b>CERTIFIED &amp; CLASSIFIED STAFF TOTAL</b>		<b>-</b>		<b>1,061,476.00</b>		<b>\$1,287,076.00</b>		<b>\$1,390,376.00</b>	
<b>TOTAL STAFF &amp; BENEFITS TOTAL</b>		<b>-</b>		<b>1,391,411.55</b>		<b>\$1,690,491.63</b>		<b>\$1,826,053.28</b>	

Section 2: Educational Program					
2a: OVERALL EDUCATION PROGRAM COSTS	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Professional Development		19,124.00	23,114.00	24,934.00	Contracted PD each year, common core, blended, personalized learning, curriculum and general. Does not include cost of teacher PD days included in their contract
SPED Contract Services		44,000.00	56,500.00	68,250.00	Assumptions: Contracted services for nurse, health and special education. Assumed a rate of 11% SpEd students average \$1136/student/yr net after medicaid reimbursements. Types of anticipated SPED Contractors: Evaluations, Speech & OT. Additional \$3,000 for other health services
Membership Dues		1,000.00	1,000.00	1,000.00	
Authorizer Fee		12,500.00	12,500.00	12,500.00	Based on previous years fee and conversation with commission staff
Other Contract Services (i.e. accounting, HR, management)		155,095.00	213,327.00	270,723.00	Administrative services for a comprehensive program design, curriculum development, instructional oversight, obtaining a facility and facility financing, fundraising, a school director, an academic administrator, a business manager, an operations administrator, professional development, preparing budgets and financial reports, back office support, human resources, overseeing special education, and marketing. Fee is 10% of state foundation payments, which is within normal national range. (draft contract is included with the submission)
Office Supplies		4,098.00	4,953.00	5,343.00	Assumption: \$150/FTE
<b>OVERALL EDUCATION PROGRAM TOTAL</b>	-	<b>235,817.00</b>	<b>311,394.00</b>	<b>382,750.00</b>	
2b: ELEMENTARY PROGRAM	Break-Even	Full Enrollment Year 1	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum		66,000.00	74,400.00	77,400.00	K-6: Non-consumable \$100/new student, \$200/student for annual licenses for online curriculum
Elementary Instructional Supplies & Consumables		35,250.00	42,750.00	46,500.00	K-6: \$125/student for supplies and consumable curriculum
Elementary Special Education Curricular Materials		5,000.00	5,000.00	5,000.00	Lower specific special education curriculum due to adaptive programs used.
Elementary Contract Services (provide assumption)					
<b>ELEMENTARY PROGRAM TOTAL</b>	-	<b>106,250.00</b>	<b>122,150.00</b>	<b>128,900.00</b>	
2c: SECONDARY PROGRAM	Break-Even	Full Enrollment Year 1	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Secondary Curriculum		27,600.00	33,200.00	55,600.00	Non-consumable \$400/new student, \$200/student for annual licenses for online curriculum
Secondary Instructional Supplies & Consumables		19,550.00	36,550.00	63,750.00	\$425/student for supplies and consumable curriculum
Secondary Special Education Curricular Materials		5,000.00	5,000.00	5,000.00	Lower specific special education curriculum due to adaptive programs used.
Secondary Contract Services (provide assumption)					
<b>SECONDARY PROGRAM TOTAL</b>	-	<b>52,150.00</b>	<b>74,750.00</b>	<b>124,350.00</b>	
<b>EDUCATIONAL PROGRAM TOTAL</b>	-	<b>394,217.00</b>	<b>508,294.00</b>	<b>636,000.00</b>	
<b>Additional Notes or Details Regarding Educational Program Expenditures:</b>					

Section 3: Technology					
Line Item / Account	Break-Even	Full Enrollment Year 1	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Internet Access		6,200.00	6,200.00	6,200.00	Based on current service after e-rate
Contracted Services					
Technology Software & Licenses		6,560.00	8,560.00	10,440.00	PowerSchool, Canvas, Zoom. based on current contracts.
Computers for Staff Use		22,589.00	14,765.00	11,669.00	Assumption: \$1,200/new staff FTE. Additional amount is for computer replacements
Computers for Student Use		64,380.00	61,100.00	82,360.00	Due to the blended learning model Gem Prep will provide 2:3 students technology device for K-6 students such as a chrome book. Assumption: \$180/new student. 1:1 for 7-8 students @ \$700/student. Additional amount is for computer replacements
Other Technology Hardware (i.e. document cameras, projectors, etc.)		66,000.00	8,000.00		Yr 1: 2 VTC systems @\$8,000 each, \$50,000 for new facility technology infrastructure, Yr 2: 1 VTC system
<b>TECHNOLOGY TOTAL</b>	<b>-</b>	<b>165,729.00</b>	<b>98,625.00</b>	<b>110,669.00</b>	
Additional Notes or Details Regarding Technology Expenditures:					

Section 4: Non-Facilities Capital Outlay					
Line Item / Account	Break-Even	Full Enrollment Year 1	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)		39,872.00	27,235.00	25,284.00	\$260/new student, \$150 new staff FTE
Kitchen Equipment (warming oven, salad bar, etc)					Already purchased in previous years
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)					
<b>CAPITAL OUTLAY TOTAL</b>	<b>-</b>	<b>39,872.00</b>	<b>27,235.00</b>	<b>25,284.00</b>	
Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:					

Section 5: Board of Directors					
Line Item / Account	Break-Even	Full Enrollment Year 1	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Board Training		2,000.00	2,000.00	2,000.00	
Legal		8,000.00	8,000.00	8,000.00	Based on previous years legal fees
Insurance (property, liability, E & O, etc.)		15,000.00	15,000.00	15,000.00	Based on previous years fees and other Gem Prep schools
Audit		7,500.00	7,500.00	7,500.00	Based on previous years fees
<b>BOARD OF DIRECTORS TOTALS</b>	-	<b>32,500.00</b>	<b>32,500.00</b>	<b>32,500.00</b>	
Additional Notes or Details Regarding Board of Directors Expenditures:					

Section 6: Facilities Details (consistent with facilities template)					
Line Item / Account	Break-Even	Full Enrollment Year 1	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Mortgage or Lease		344,534.00	451,433.00	451,433.00	Based on preliminary estimates provided by Building Hope for the Sears building
Construction / Remodeling (if applicable)					
Repairs and Maintenance					
Facility operating costs		165,000.00	165,000.00	165,000.00	Assume \$3/sq.ft. per standard practice, includes maintenance, utilities, grounds, custodial
Utilities (i.e. gas, electric, water, etc.)					
Phone		3,200.00	3,200.00	3,200.00	Based on current costs
Other Facilities Related Costs (specify)					
<b>FACILITIES TOTAL</b>	-	<b>512,734.00</b>	<b>619,633.00</b>	<b>619,633.00</b>	
Additional Notes or Details Regarding Facilities Expenditures: GPP will lease a facility from Building Hope. At the end of 5yrs, GPM has the option to refinance and own the facility at a purchase price equal to the remaining principal (senior and sub-debt). With this option GPM's lease payments will build equity each year.					

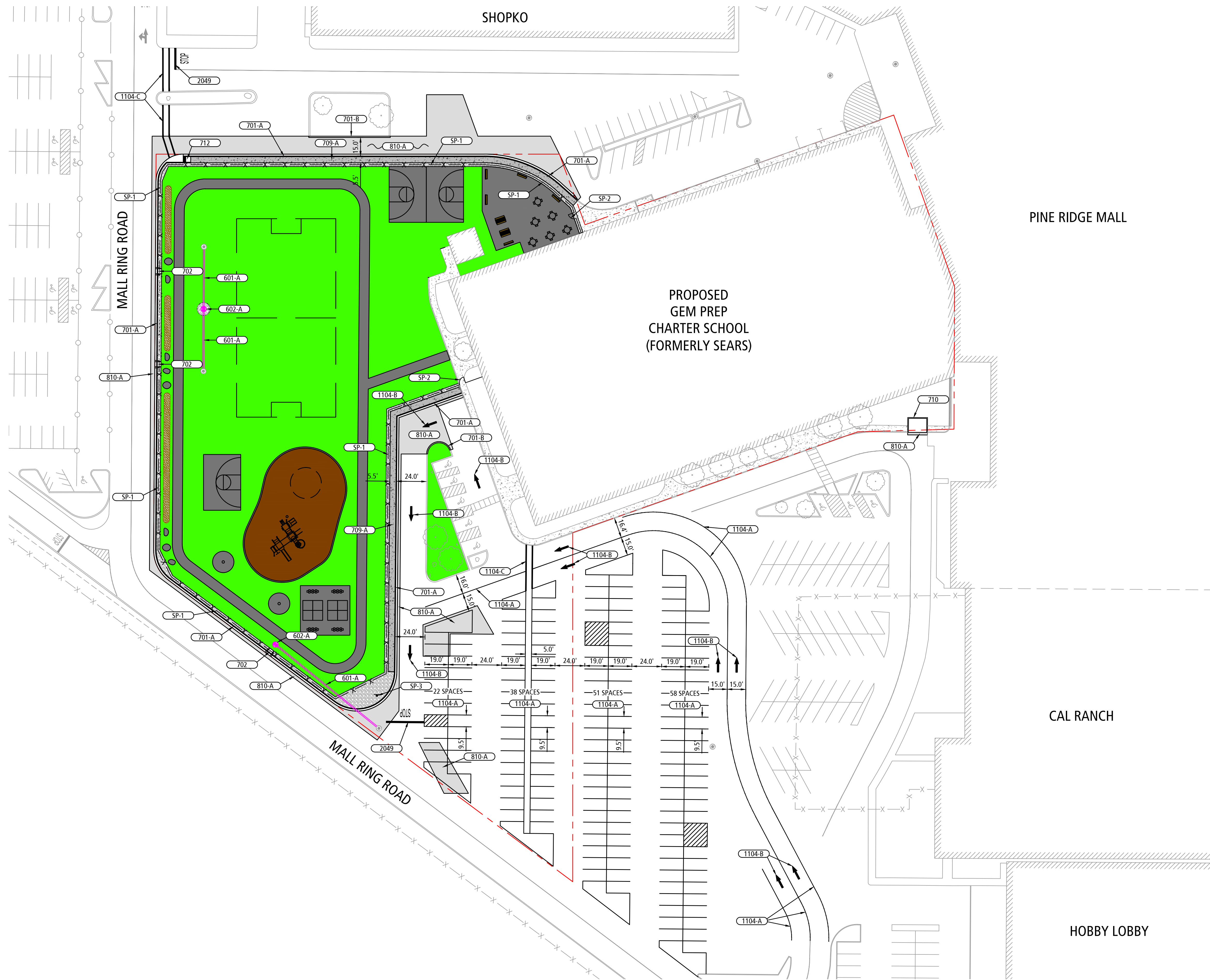
Section 7: Transportation					
Line Item / Account	Break-Even	Full Enrollment Year 1	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation		\$33,600.00	\$41,100.00	\$48,150.00	City of Pocatello bus passes @\$100/student/yr /5% enrollment participation in transportation, plus 2 employees 2 hrs/day @\$15/hr
Special Transportation (i.e. SPED, field trips, etc)		\$3,000.00	\$3,000.00	\$3,000.00	
Other Transportation Costs (specify)					
<b>TRANSPORTATION TOTAL</b>	<b>\$0.00</b>	<b>\$36,600.00</b>	<b>\$44,100.00</b>	<b>\$51,150.00</b>	
Additional Notes or Details Regarding Transportation Expenditures:					

Section 8: Nutrition Program					
Line Item / Account	Break-Even	Full Enrollment Year 1	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Food Costs		24,303.00	31,713.00	38,678.00	58% participation. \$.73 net cost/meal
Non-Food Costs					
<b>NUTRITION TOTAL</b>	<b>-</b>	<b>24,303.00</b>	<b>31,713.00</b>	<b>38,678.00</b>	
Additional Notes or Details Regarding Other Expenditures: GPP does not participate in the NSLP. GPP has found a more cost efficient way to provide nutritional meals to all students, including free meals to students who qualify for free and reduced meals.					

Section 9: Other Expenditures					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
<b>OTHER TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
Additional Notes or Details Regarding Other Expenditures:					



Cash Flow Operational Year 1														
	Year 1													
	Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total
Student Enrollment Capacity	328													
<b>Revenue</b>														
Local Revenue	18,000	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00
Donations and Contributions	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loans	0													\$0.00
Grants	675,000			\$100,000.00			\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00		\$175,000.00	\$675,000.00
Entitlement	445,742		\$222,871.00			\$89,148.40			\$89,148.40			\$44,574.20		\$445,742.00
Salary and Benefit Apportionment	1,105,205		\$552,602.50			\$221,041.00			\$221,041.00			\$110,520.50		\$1,105,205.00
Transportation Allowance	0													\$0.00
Special Distributions	267,709		\$11,309.00				\$4,297.00	\$65,728.00	\$1,811.00		\$19,432.00	\$121,360.00	\$43,772.00	\$267,709.00
Federal	142,902				\$35,725.00	\$13,397.00	\$13,397.00	\$13,397.00	\$13,397.00	\$13,397.00	\$13,397.00	\$13,397.00	\$13,398.00	\$142,902.00
<b>Total Revenue</b>	<b>\$2,654,558.00</b>	<b>\$1,500.00</b>	<b>\$788,282.50</b>	<b>\$101,500.00</b>	<b>\$37,225.00</b>	<b>\$325,086.40</b>	<b>\$119,194.00</b>	<b>\$180,625.00</b>	<b>\$326,897.40</b>	<b>\$114,897.00</b>	<b>\$134,329.00</b>	<b>\$291,351.70</b>	<b>\$233,670.00</b>	<b>\$2,654,558.00</b>
<b>Expenditures</b>														
Salaries and Benefits	1,391,411.55		\$115,951.00	\$115,951.00	\$115,951.00	\$115,951.00	\$115,951.00	\$115,951.00	\$115,951.00	\$115,951.00	\$115,951.00	\$115,951.00	\$231,901.55	\$1,391,411.55
Education Program	394,217.00	\$22,487.00	\$12,925.00	\$232,918.00	\$12,925.00	\$12,925.00	\$12,925.00	\$22,487.00	\$12,925.00	\$12,925.00	\$12,925.00	\$12,925.00	\$12,925.00	\$394,217.00
Technology Totals	165,729.00	\$517.00	\$517.00	\$160,042.00	\$517.00	\$517.00	\$517.00	\$517.00	\$517.00	\$517.00	\$517.00	\$517.00	\$517.00	\$165,729.00
Capital Outlay Totals	39,872.00			\$39,872.00										\$39,872.00
Board of Directors	32,500.00	\$15,800.00	\$800.00	\$7,200.00	\$2,300.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$32,500.00
Facilities	512,734.00	\$42,728.00	\$42,728.00	\$42,728.00	\$42,728.00	\$42,728.00	\$42,728.00	\$42,728.00	\$42,728.00	\$42,728.00	\$42,728.00	\$42,728.00	\$42,726.00	\$512,734.00
Transportation	\$36,600.00		\$1,833.00	\$3,863.00	\$3,863.00	\$3,863.00	\$3,863.00	\$3,863.00	\$3,863.00	\$3,863.00	\$3,863.00	\$3,863.00	\$3,863.00	\$36,600.00
Nutrition	24,303.00		\$1,218.00	\$2,565.00	\$2,565.00	\$2,565.00	\$2,565.00	\$2,565.00	\$2,565.00	\$2,565.00	\$2,565.00	\$2,565.00	\$2,565.00	\$24,303.00
Other	-													\$0.00
<b>Total Expenditures</b>	<b>\$2,597,366.55</b>	<b>\$81,532.00</b>	<b>\$175,972.00</b>	<b>\$605,139.00</b>	<b>\$180,849.00</b>	<b>\$179,349.00</b>	<b>\$179,349.00</b>	<b>\$188,911.00</b>	<b>\$179,349.00</b>	<b>\$179,349.00</b>	<b>\$179,349.00</b>	<b>\$179,349.00</b>	<b>\$288,869.55</b>	<b>\$2,597,366.55</b>
<b>Cash Flow</b>														
Operational Cash Flow	\$57,191.45	(\$80,032.00)	\$612,310.50	(\$503,639.00)	(\$143,624.00)	\$145,737.40	(\$60,155.00)	(\$8,286.00)	\$147,548.40	(\$64,452.00)	(\$45,020.00)	\$112,002.70	(\$55,199.55)	\$57,191.45
Cash on Hand	\$650,000.00	\$650,000.00	\$569,968.00	\$1,182,278.50	\$678,639.50	\$535,015.50	\$680,752.90	\$620,597.90	\$612,311.90	\$759,860.30	\$695,408.30	\$650,388.30	\$762,391.00	\$650,000.00
<b>Cash End of Period</b>		<b>\$569,968.00</b>	<b>\$1,182,278.50</b>	<b>\$678,639.50</b>	<b>\$535,015.50</b>	<b>\$680,752.90</b>	<b>\$620,597.90</b>	<b>\$612,311.90</b>	<b>\$759,860.30</b>	<b>\$695,408.30</b>	<b>\$650,388.30</b>	<b>\$762,391.00</b>	<b>\$707,191.45</b>	<b>\$707,191.45</b>



CONSTRUCTION ITEMS

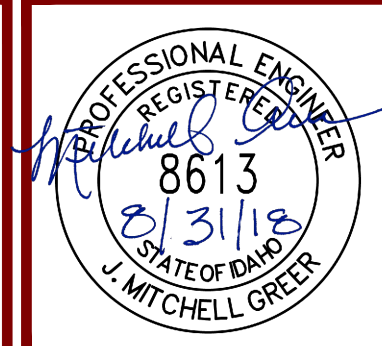
- 601-A INSTALL 12" HDPE STORM SEWER LINE (208 L.F.) (SEE DETAIL 301 & 407)
- 602-A INSTALL 30" STORM WATER CATCH BASIN (2 TOTAL) (SEE DETAIL 602-A)
- 701-A INSTALL STANDARD 6" VERTICAL CURB (1,178 L.F.) (SEE DETAIL 701-A)
- 701-B INSTALL STANDARD 6" VERTICAL CURB - NO GUTTER (92 L.F.) (SEE DETAIL 701-B)
- 702 INSTALL CURB CUT W/ APRON (3 TOTAL) (SEE DETAIL 702)
- 709-A INSTALL 4" THICK CONCRETE SIDEWALK (2,930 S.F.) (SEE DETAIL 709-A)
- 710 INSTALL DUMPSTER (1 TOTAL) (SEE DETAIL 710)
- 712 INSTALL HANDICAP RAMP (1 TOTAL) (SEE DETAIL 712)
- 810-A INSTALL ASPHALT PAVEMENT PATCH (10,700 S.F.) (SEE DETAIL 810-A)
- 1104-A INSTALL 4" WIDE SOLID WHITE MARKINGS FOR PARKING STALLS AND NO PARKING AREAS (1 L.S.)
- 1104-B INSTALL SOLID WHITE TRAFFIC ARROW (10 TOTAL)
- 1104-C INSTALL 12" WIDE SOLID WHITE THERMOPLASTIC PAVEMENT MARKING FOR CROSS WALK (1 L.S.)
- 2049 INSTALL STOP BAR (2 TOTAL) (SEE DETAIL 2049)
- SP-1 INSTALL NEW 6' HIGH CHAIN LINK FENCE (1,200 L.F.)
- SP-2 INSTALL NEW 6' HIGH CHAIN LINK GATE (2 TOTAL)
- SP-3 INSTALL NEW STOP SIGN (1 TOTAL) (SEE DETAIL SP-3)

CONSTRUCTION NOTES

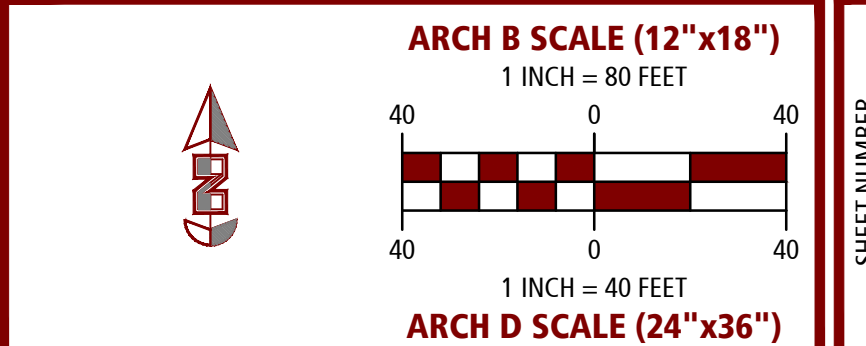
- 1 RETAIN AND PROTECT ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES. CALL 811 TO LOCATE EXISTING UTILITIES PRIOR TO THE START OF ANY WORK & COORDINATE AS NECESSARY DURING CONSTRUCTION.
- 2 MATCH INTO EXISTING SIDEWALKS, CURB AND PAVEMENT. FIELD VERIFY LOCATION, MATERIAL AND GRADES AND NOTIFY ENGINEER PRIOR TO CONSTRUCT.

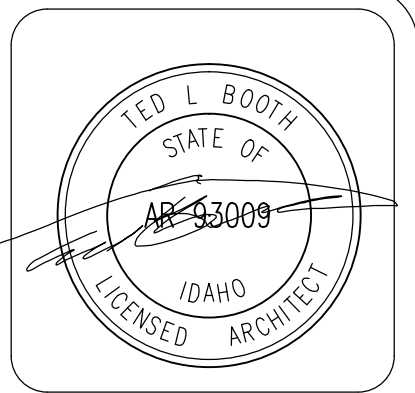
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SHEET INFORMATION			
DESIGNER: BMS	REVIEWER: JMG		
CREATED: AUGUST 2018	LAST REVISED: 8/31/18		
REVISIONS			
#	DATE	BY	DESCRIPTION
1			
2			
3			
4			



**SITE PLAN**  
 GEM PREP CHARTER SCHOOL  
 SITE IMPROVEMENTS PROJECT

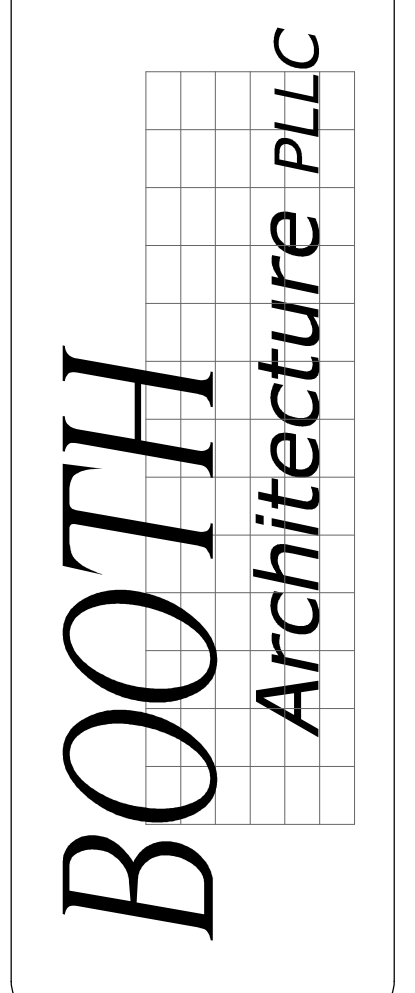




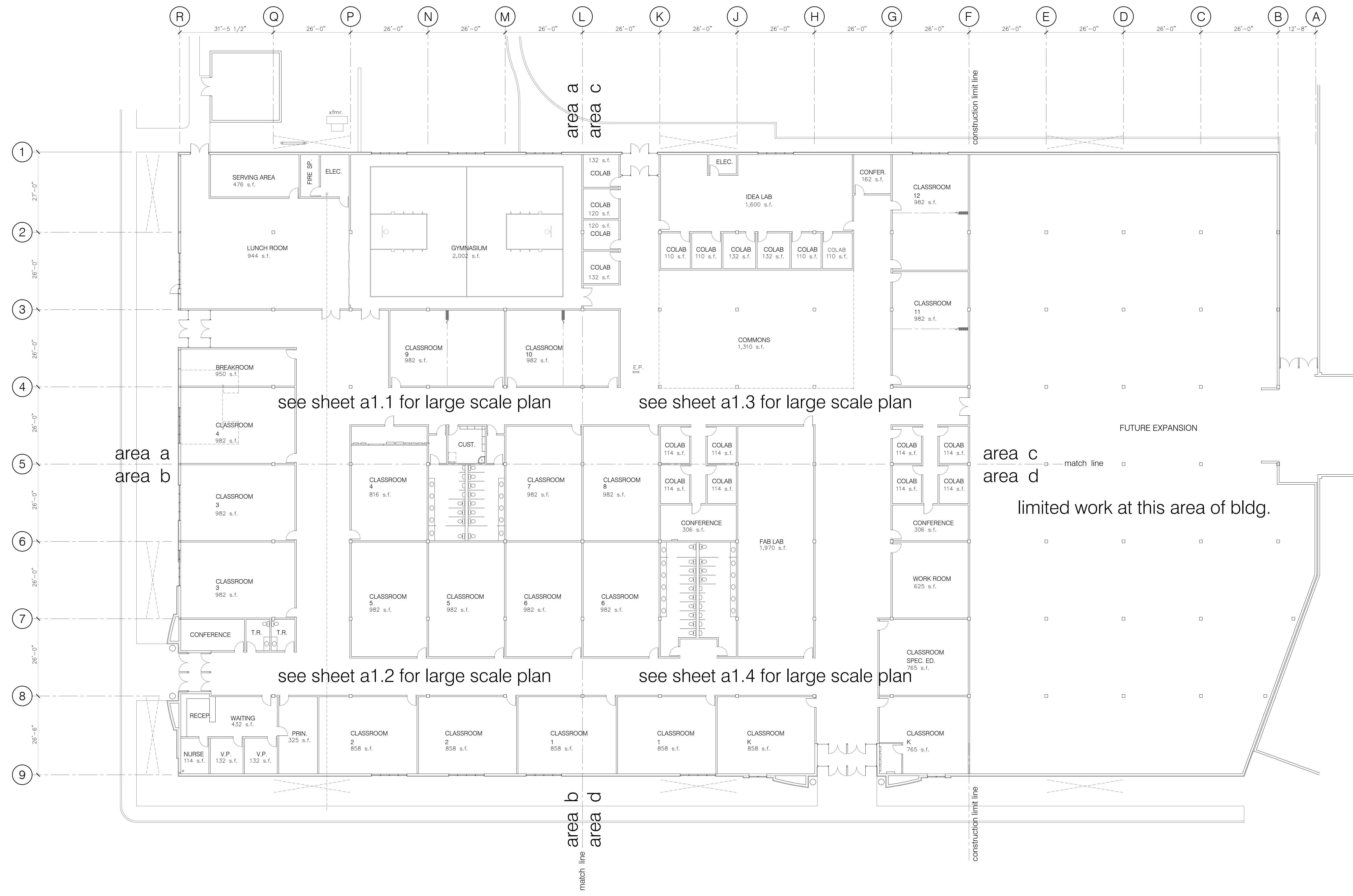
CONTRACTOR  
pro-builders  
970 w. cedar st.  
pocatello, idaho

project for:  
gem prep: pocatello  
new k thru 12 school  
pine ridge mall  
pocatello, idaho

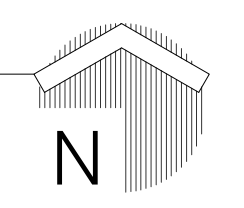
340 East Clark Street, Suite A  
Pocatello, Idaho 83201  
Phone (208) 233-4548  
Fax (208) 233-0263  
email ted@bootharchitecture.com



floor plan overall  
Date 6/15/18  
Sheet No. A1.0



floor plan - overall  
scale: 1/16" = 1'-0"



**LEASE AGREEMENT**

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**BUILDING HOPE YELLOWSTONE HIGHWAY, LLC  
AS LANDLORD**

**-and-**

**GEM PREP: POCATELLO, INC.  
AS TENANT**

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is made as of October \_\_\_\_, 2018 ("Lease Date"), by and between BUILDING HOPE YELLOWSTONE HIGHWAY, LLC, an Idaho limited liability company, having an office at 910 17<sup>th</sup> Street NW, Suite 1100, Washington, D.C. 20006 ("Landlord"), and GEM PREP: POCATELLO INC., an Idaho non-profit corporation and a public charter school duly organized and validly existing under the laws of the State of Idaho (the "State"), having an address of PO Box 86, Deary, Idaho 83823 ("Tenant").

### WITNESETH

WHEREAS, Tenant is a nonprofit corporation, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), which is exempt from federal taxation under Section 501(a) of the Code and a public charter school duly organized and validly existing pursuant to Chapter 52, Title 33, Idaho Code, as supplemented and amended from time to time (the "Charter Schools Act"); and

WHEREAS, the Tenant is authorized by Section 33-5204 of the Charter Schools Act to acquire real property by lease for use as a charter school facility; and

WHEREAS, the Landlord: (i) is a single purpose Idaho limited liability company that is wholly owned by Building Hope Real Estate Development Foundation, a District of Columbia nonprofit corporation and an organization described in Section 501(c)(3) of the Code (the "Foundation"), which is exempt from federal taxation under Section 501(a) of the Code; and (ii) is authorized under its organizational documents, and action of its governing body and applicable law, to own and manage its properties, to conduct its affairs in the State, to lease the Facilities (defined below) pursuant to this Lease and to otherwise act in the manner contemplated herein; and

WHEREAS, Landlord has entered or will enter into a loan agreement, dated as of (the "Loan Agreement"), with ZB N.A., dba Vectra Bank Colorado (the "Lender"), under which the Lender will lend funds to Landlord (the "Loan") to finance Landlord's acquisition of the Property and renovation and/or construction of certain improvements thereto. The Loan will be secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of (the "Deed of Trust"), encumbering the Facilities and the Lease; and

WHEREAS, the Foundation or its Affiliate ("Subordinate Lender") has or will enter into a Subordinate Promissory Note with Landlord (the "Subordinate Note") to provide additional funding for the Facilities (the "Subordinate Loan"). The Subordinate Loan is secured by a Second Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Second Deed of Trust"), encumbering the Facilities and the Lease; and

WHEREAS, pursuant to the Loan Agreement and the Deed of Trust, the Landlord has: (i) absolutely assigned to Lender all of the Landlord's right, title and interest in, to and under this Lease; (ii) granted a security interest to the Lender in the Facilities; and (iii) granted a lien on and encumbered the Facilities for repayment of amounts due for the benefit of the Lender and its successors and assigns;

WHEREAS, the execution, delivery and performance of this Lease by the Tenant are in the best interest of the Tenant, serve a public purpose and have been duly authorized by the governing board of the Tenant; and

WHEREAS, the execution, delivery and performance of this Lease, the assignment by the Landlord to Lender, pursuant to the Loan Agreement and the Deed of Trust, of all right, title and interest of the Landlord in, to and under this Lease and the grant by the Landlord of a security interest to Lender, and a lien against the Facilities pursuant to the Deed of Trust, are in the best interest of the Landlord and have been duly authorized by the sole member of the Landlord; and

WHEREAS, the Landlord desires to lease the Facilities to the Tenant, and the Tenant desires to lease the Facilities from the Landlord, pursuant to the terms and conditions and for the purposes set forth in this Lease, subject in all respects to the liens evidenced by the Loan Agreement, Subordinate Note, the Deed of Trust, and the Second Deed of Trust.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants, and warranties contained in this Lease, the parties hereto agree as follows:

**1. Definitions.** In addition to other terms which may be defined herein, the following terms shall have the meanings set forth in this Section 1 unless the context otherwise requires:

- (a) “Acts of Bankruptcy” shall have the meaning set forth in Section 19(a)(4).
- (b) “Additional Rent” shall have the meaning set forth in Section 4(f).
- (c) “Affiliate” means, when used with reference to a specified Person:
  - (i) any Person who directly or indirectly controls, is controlled by or is under control with the specified Person, (ii) any Person who is an officer, member or trustee of, or serves in a similar capacity with respect to, the specified Person, or for which the specified Person is an officer, member or trustee or serves in a similar capacity, (iii) any Person who, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the owner of ten percent (10%) or more of any class of equity securities, and (iv) any relative of the specified Person.
- (d) “Bankruptcy Law” shall have the meaning set forth in Section 19(a)(4).
- (e) “Building” shall mean the building, and related parking, driveway and all other Improvements, structures and facilities now owned or hereafter acquired or constructed on the Property, including, but not limited to, the Project, as more specifically described in the plans and specifications on **Schedule D** and attendant construction documents, which are expressly incorporated into this Lease.
- (f) “Change Orders” shall have the meaning set forth in Section 14.

(g) “Charter” means that certain charter school agreement between Tenant and the Granting Authority, approved effective August 9, 2016 (as amended, renewed, extended or reissued from time to time), pursuant to which Tenant operates one or more charter schools at the Facilities.

(h) “Depository Bank” means Zions First National Bank, Idaho.

(i) “Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act of 1976, 42 U.S.C. §§ 6901 et seq., Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. §§ 1820 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1810 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 9601 et seq., the Clean Water Act, 33 U.S.C. §§ 1251 et seq. and the Clean Air Act, 42 U.S.C. §§ 7412 et seq., and any other applicable federal or state laws pertaining to the protection of the environment, as any such laws may be amended, modified or supplemented and any regulations promulgated pursuant to any of the foregoing.

(j) “Environmental Requirements” means all applicable federal, State, regional or local laws, statutes, rules, regulations or ordinances, concerning public health, safety or the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601, et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §§ 6901, et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251, et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, et seq., the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 11001, et seq., the Clean Air Act of 1966, as amended, 42 U.S.C. §§ 7401, et seq., the National Environmental Policy Act of 1975, 42 U.S.C. § 4321, the Rivers and Harbors Act of 1899, 33 U.S.C. §§ 401 et seq., the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531, et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651, et seq., the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f), et seq., and all rules, regulations, policies and guidance documents promulgated or published thereunder, and any State, regional, parish or local statute, law, rule, regulation or ordinance relating to public health, safety or the environment, including, without limitation those relating to: (i) releases, discharges, emissions or disposals to air, water, land or groundwater; (ii) the withdrawal or use of groundwater; (iii) the use, handling, or disposal of polychlorinated biphenyls, asbestos or urea formaldehyde; (iv) the transportation, treatment, storage, disposal, release or management of hazardous substances or materials (including, without limitation, petroleum, its derivatives, by-products or other hydrocarbons), and any other solid, liquid, or gaseous substance, exposure to which is prohibited, limited or regulated, or may or could pose a hazard to the health and safety of the occupants of the Facilities or any property adjacent to or surrounding the Facilities; (v) the exposure of persons to toxic, hazardous, or other controlled, prohibited or regulated substances; and (vi) any Regulated Chemical.

(k) “Event of Default” shall have the meaning set forth in Section 19(a).

(l) “Expiration” and “Expiration Date” means the date upon which this Lease actually expires or terminates, whether at the end of the Term or upon any earlier termination of this Lease for any reason whatsoever.

(m) “Facilities” means the Property and all improvements constructed on the Property.

(n) “Fixed Rent” shall have the meaning set forth in Section 4(a).

(o) “Governmental Authorities” means all federal, state, county, municipal, town, village and local governments, and all departments, commissions, boards, bureaus, agencies, offices and officers thereof, having or claiming jurisdiction over all or any part of the Facilities or the use thereof.

(p) “Granting Authority” means Idaho Public Charter School Commission, or any other entity with authority to grant, renew, and/or revoke Tenant’s Charter.

(q) “Gross Revenues” means all revenues, rentals, fees, third-party payments, receipts, donations, contributions or other income of the Tenant or derived from the Facilities, including the rights to receive such revenues (each subject to Permitted Encumbrances), all as calculated in accordance with generally accepted accounting principles, including, but not limited to, State Payments, proceeds derived from insurance, condemnation proceeds, accounts, contract rights and other rights and assets, whether now or hereafter owned, held or possessed by the Tenant which are derived from the Facilities; and all gifts, grants, bequests and contributions (including income and profits therefrom) specifically restricted by the donor or maker thereof to the Facilities, or to the extent not specifically restricted by the donor or maker thereof to a particular purpose inconsistent with their use for any of the payments required hereunder.

(r) “Hazardous Materials” means: (i) any substances defined as “hazardous substances,” “pollutants,” “contaminants,” “hazardous materials,” “hazardous wastes,” or “hazardous or toxic substances” or related materials as now or hereafter defined in any Environmental Law; (ii) those substances listed or otherwise identified as substances of the type referred to in the preceding subsection (i) in the regulations adopted and publications issued pursuant to any Environmental Law, as the same may be amended, modified or supplemented; (iii) any friable asbestos, airborne asbestos in excess of that generally found in the atmosphere, respectively, where the Facilities are located, or any substance or material containing asbestos, excluding any such materials located on the Facilities prior to the date hereof so long as such materials are contained, maintained, abated or removed in compliance with all applicable Environmental Laws; and (iv) any substance the presence of which on the Facilities is prohibited by any applicable Environmental Law; provided that Hazardous Material shall not include any such substances used in or resulting from the ordinary operation of the Facilities or for the cleaning of the Facilities, provided that such substances are stored, handled and disposed of in compliance with all applicable Environmental Laws and other applicable laws and regulations.

(s) “Impositions” means all duties, taxes, water and sewer rents, rates and charges, assessments (including all assessments for public improvement or benefit), charges for public utilities, excises, levies, license and permit fees (excluding any license or permit fees



relating to the development of the Improvements), sales tax on rent, commercial rent tax, gross receipts tax based on rent, fees and assessments imposed by any owners' association and other charges, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which have been or may be laid, levied, assessed or imposed upon or become due and payable during the Term out of or in respect of, or become a lien on, the Property, Tenant's Personal Property or any other property or rights included in the Facilities, or any part thereof or appurtenances thereto, or which are levied or assessed against the rent and revenues (but not taxes levied with respect to the net income of the Landlord) received by Landlord from the Facilities, by virtue of any present or future law, order or ordinance of the United States of America, the State or of any state, county, city or local government or of any department, office or bureau thereof or any other Governmental Authority.

(t) "Improvements" means the improvements now or hereafter constructed on, over or under the Property, including, without limitation, the Building, and all replacements thereof and additions thereto, all walkways, parking and road improvements of whatever nature, utility and sewage lines (to the extent of Landlord's interest therein) and all apparatus, machinery, devices, fixtures, appurtenances and equipment necessary for the proper operation and maintenance of the foregoing now or hereafter owned by Landlord or hereafter acquired by Tenant and, as herein provided, to be surrendered to Landlord upon the Expiration of this Lease and attached to and used in connection with the Building and the Land.

(u) "Indebtedness" means all indebtedness of the Tenant for borrowed moneys, no matter how created, secured by the Gross Revenues.

(v) "Indemnified Parties" shall have the meaning set forth in Section 18(a).

(w) "Landlord's Mortgages" shall have the meaning set forth in Section 31.

(x) "Law" or "Laws" shall have the meaning set forth in Section 9(a).

(y) "Lease Coverage Ratio" means the lesser of (i) 22% of the total current year's State Payments plus the applicable balance of any identified and confirmed grants, or (ii) Net Operating Income before interest, taxes, depreciation and amortization (EBITDA) and before Fixed Rent, divided by the then current annual Fixed Rent.

(z) "Lease Interest Rate" means the lesser of (i) the highest lawful rate which at the time may be charged by Landlord to Tenant under the Laws of the State or (ii) 15% per annum, whichever is lower.

(aa) "Lease Year" means the twelve (12) calendar month period commencing on each July 1<sup>st</sup> and ending on the following June 30<sup>th</sup> during the Term of this Lease; provided, however, that the period commencing on the Lease Date and ending on June 30, 2020 shall be treated as the first Lease Year.

(bb) "Loan" means that loan from ZB N.A. dba Vectra Bank of Colorado described in the recitals to this Lease, together with any amendment, modification, extension or refinance of such loan.

(cc) “Loan Agreement” means that loan agreement to be entered into between Lender and Landlord, the terms of which will not materially change the obligations of Tenant hereunder without Tenant’s prior written consent (except that Fixed Rent payments will be determined at the time of Loan Closing), together with any amendment, modification or extension thereof, and also including any substitute or new loan agreement entered into between Landlord and Lender or another lender in connection with the refinance of the initial Loan.

(dd) “Loan Closing” means the date that the Loan to Landlord from Lender is funded.

(ee) “Net Operating Income” means, for any period of determination thereof, the aggregate Gross Revenues of the Tenant for such period minus the total Operating Expenses for such period but excluding (i) any profits or losses which would be regarded as extraordinary items under generally accepted accounting principles; (ii) proceeds of insurance policies, other than policies for business interruption insurance, maintained by or for the benefit of the Tenant; and (iii) the proceeds of any sale, transfer or other disposition of any of the Tenant’s assets by the Tenant, and any condemnation or any other damage award received by or owing to the Tenant.

(ff) “Notice(s)” shall have the meaning set forth in Section 28.

(gg) “Operating Expenses” means fees and expenses of the Tenant incurred with respect to the Facilities, including Rent, management fees, maintenance, repair expenses, utility expenses, administrative, accounting, legal, and other similar professional expenses, miscellaneous operating expenses, advertising costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the Tenant, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Tenant, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with generally accepted accounting principles, all in such amounts as reasonably determined by the Tenant and approved by Landlord in the annual budget; provided however, “Operating Expenses” shall not include (i) depreciation and other non-cash expenses and (ii) those expenses which are actually paid from any revenues of the Tenant which are not Gross Revenues.

(hh) “Permits” shall have the meaning set forth in Section 9(a).

(ii) “Permitted Encumbrances” means those certain mortgages, liens, easements, rights of way and other encumbrances set forth on **Schedule B** annexed hereto and incorporated herein by reference.

(jj) “Permitted Subordinate Indebtedness” means Indebtedness of the Tenant, including any leasehold interests and any capital and/or operating leases entered into by the Tenant, in an aggregate amount not to exceed \$150,000 and subordinate to the obligation of the Tenant to pay Rent hereunder.

(kk) “Possession Date” shall have the meaning set forth in Section 2.

(ll) “Person” means and includes any individual, corporation, partnership, limited liability company, unincorporated association, trust, Governmental Authority or other entity.

(mm) “Project” means the construction of Improvements on the Property as described in **Schedule D** annexed hereto and incorporated herein by reference.

(nn) “Property” means the land described in **Schedule A** annexed hereto and incorporated herein by reference.

(oo) “Property Closing Date” shall have the meaning set forth in Section 47(a).

(pp) “Property Option” shall have the meaning set forth in Section 47.

(qq) “Property Option Notice” shall have the meaning set forth in Section 47(a).

(rr) “Provisions” shall have the meaning set forth in Section 36.

(ss) “Rent” means Fixed Rent, Additional Rent, and all other payments required to be made by Tenant under the Provisions of this Lease.

(tt) “Rent Payment Date” means a date in each of the months of August, November, February, May, and July that a State Payment is made on behalf of Tenant, but in no event later than the last day of each such month.

(uu) “Repairs” shall have the meaning set forth in Section 8(a).

(vv) “State Payments” means any and all payments made by the State to the Tenant pursuant to the Charter Schools Act that are not restricted by the State from being used for the payment of Rent under this Lease.

(ww) “Subordinate Loan” means that loan from the Subordinate Lender described in the recitals to this Lease, together with any amendment, modification, extension or refinance of such loan.

(xx) “Subordinate Note” means that promissory note given by Landlord to Subordinate Lender described in the recitals to the Lease, together with any amendment, modification or extension thereof, and also including any substitute or new promissory note given or loan agreement entered into between Landlord and Subordinate Lender or another lender in connection with the refinance of the initial Subordinate Loan.

(yy) “Tenant Alterations” means each and every: (i) demolition of the whole or any part of any Improvement now or hereafter erected upon the Property; (ii) excavation at any time made or to be made in, on or about the Facilities; (iii) repair, addition, installation, betterment, rebuilding, or fixturing made by Tenant of, to, in, on or about the Facilities or any part thereof; and (iv) construction of any additional Improvements by Tenant upon the Property.

(zz) “Tenant Deliveries” means the following instruments and documents to be executed, acknowledged and/or delivered by Tenant to Landlord and at such time or times as the same are reasonably requested by Landlord or required herein, including, without limitation, in conjunction with a sale of the Facilities by Landlord: (i) Tenant estoppel certificate in form acceptable to Landlord and its lenders or potential purchasers of the Facilities; (ii) the insurance certificate required pursuant to Section 10(d); (iii) the subordination, non-disturbance and attornment agreement provided for in Section 32; and (iv) upon request of the holder of any Landlord's Mortgage, one or more legal opinions from outside counsel for Tenant licensed in the jurisdiction of their state and nation of formation acceptable to Landlord (“Tenant’s Counsel Opinion”), stating that (A) Tenant is duly formed, validly existing, and in good standing under the laws of its state of formation; (B) the person executing this Lease is duly appointed and authorized by Tenant to execute this Lease; (C) this Lease has been duly authorized, executed and delivered by Tenant, and constitutes a legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms subject to exceptions relating to bankruptcy, insolvency and the application of equitable principles; (D) Tenant has full power and authority to execute, deliver and perform its obligations under this Lease and to carry on its businesses as presently conducted; and (E) the execution, delivery and performance of this Lease will not conflict with or result in a breach or violation of any term or provision of, or constitute a default under (1) the Articles of Incorporation or Bylaws of Tenant, (2) any material loan agreement or mortgage to which Tenant is a party or by which Tenant is bound, (3) any statute, rule or regulation of any Governmental Authority, or (4) any order, writ, injunction or decree of any court or any arbitrator having jurisdiction over Tenant. Tenant shall permit, and shall cause Tenant’s counsel to permit, any holder of any of Landlord’s Mortgages to rely on Tenant’s Counsel Opinion if one or more subject matters of such opinion is (are) (x) required by the holder of any of Landlord’s Mortgages as a condition to the closing of any of Landlord’s Mortgages and (y) of the type customarily required by institutional lenders.

(aaa) “Tenant’s Personal Property” means: (i) all items that are owned by third parties and leased to Tenant, (ii) Tenant’s trade fixtures, (iii) inventory and moveable equipment at the Facilities owned by Tenant, and (iv) all other items of personal property purchased or otherwise acquired by Tenant, except in discharge of Tenant’s obligations hereunder.

(bbb) “Term” shall have the meaning set forth in Section 3(a).

(ccc) “Total Debt” means the then current aggregate amount to repay all loans that are reasonably related to the acquisition, renovation and/or the construction of improvements to the Facilities and the Project, including principal, interest, prepayment fees and any other fees owed to Landlord’s lenders.

(ddd) “Total Project Cost” means the Total Debt, plus any additional actual insurance costs, accounting fees, development fees, and other actual costs that Landlord reasonably deems to be associated with the acquisition and improvement of the Facilities.

(eee) “Unavoidable Delays” means causes or events which are beyond a party’s reasonable control which prevent such party’s performance under this Lease which events may include: acts of God, fire, earthquake, flood, storm, explosion, war, invasion, insurrection, civil commotion, embargo, riots, mob violence, vandalism, lockouts, strikes, sabotage, picketing,

inability to procure or general shortage of labor, equipment, facilities, supplies or materials, failure of transportation, litigation, condemnation, requisition, governmental restriction, including inability or delay in obtaining governmental consents or approvals, material adverse weather conditions, or any other cause, whether similar or dissimilar to the foregoing, not within such party's control; provided reasonably satisfactory evidence of the occurrence of each instance thereof shall be furnished by the party claiming Unavoidable Delays to the other party. Financial inability of a party shall not be the basis of an Unavoidable Delay.

**2. Demise; Conditions Precedent; Landlord's Reserved Rights.** Landlord is considering the purchase of the Property and existing improvements as of the Lease Date, and is considering renovating and/or constructing Improvements on the Property as described on **Schedule D** with proceeds of the Loan and Subordinate Loan. Tenant acknowledges and agrees that for any reason, or no reason at all, Landlord may decline to or may be prohibited from purchasing the Property, or that Landlord may not be able to obtain the Loan. In such event, Landlord may give written notice thereof to Tenant and thereupon this Lease will terminate, and neither party shall have any obligations or rights hereunder except as to those provisions hereof which survive such termination as expressly set forth herein. Subject to the foregoing, Tenant acknowledges and agrees that as of the Lease Date, this Lease is a binding obligation of Tenant enforceable against Tenant in accordance with its terms. Tenant shall be entitled to possession of the Facilities following completion of Landlord's Improvements pursuant to Section 14 and **Schedule D**, and receipt of a temporary or final certificate of occupancy (the "Possession Date"). Subject to and expressly conditional on the foregoing, Landlord, for and in consideration of the Rent hereinafter reserved by Landlord and the Provisions herein contained on the part of Tenant to be paid, kept and performed, has leased, rented, let and demised, and by these presents does hereby lease, rent, let and demise to Tenant, and Tenant does hereby take and hire from Landlord, the Facilities, upon and subject to the Provisions herein set forth.

TOGETHER with all right and interest, if any, of Landlord in and to the land lying in the streets and roads in front of and adjoining the Property and in and to any easement appurtenant to the Property.

SUBJECT, however, to the following:

(a) Present and future building, environmental, zoning, use and other laws of all Governmental Authorities.

(b) The condition and state of repair of the Facilities or any part thereof as it may be on the Possession Date, subject to the obligations of Landlord under Section 14 of this Lease.

(c) Rights, if any, of others relating to water, gas, sewer, electric, telephone and other utility lines, wires, poles, pipes, conduits and other equipment of any kind whatsoever and the maintenance thereof.

(d) Liens for Impositions attributable to the period from and after the Lease Date.

(e) The Permitted Encumbrances.

### 3. Term.

(a) TO HAVE AND TO HOLD the Facilities unto Tenant, for a period of approximately twenty-five (25) years commencing on the Lease Date and ending at 11:59 P.M. on June 30, 2043 (the "Term"), unless sooner terminated as provided by this Lease, including, but not limited to, upon a termination of this Lease by Landlord or its assigns upon an Event of Default.

(b) Except for the Tenant's obligations that expressly survive the expiration or end of the Term, the expiration or end of the Term shall terminate all unaccrued obligations of the Tenant under this Lease and shall terminate the Tenant's rights of possession under this Lease; provided however, all obligations of the Tenant that have accrued hereunder prior to such termination or expiration shall continue until they are paid, performed and discharged in full.

**4. Rent; Gross Revenues.** Commencing on the August 2019 Rent Payment Date, Tenant shall pay Rent as set forth in this Lease.

(a) Fixed Rent. Tenant shall pay or cause to be paid fixed rent to Landlord during the Term, in the amounts necessary to pay (i) principal and interest due on the Loan (the "Senior Fixed Rent") as provided in the Loan Agreement, and (ii) principal and interest due on the Subordinate Loan as provided in the Subordinate Note, on or before each Rent Payment Date, without Notice or demand (collectively, the "Fixed Rent") on the following dates and in the following percentages:

(1) Tenant shall pay fifty percent (50%) of the annual Fixed Rent on the August Rent Payment Date;

(2) Tenant shall pay twenty percent (20%) of the annual Fixed Rent on the November Rent Payment Date;

(3) Tenant shall pay twenty percent (20%) of the annual Fixed Rent on the February Rent Payment Date;

(4) Tenant shall pay ten percent (10%) of the annual Fixed Rent on the May Rent Payment Date; and

(5) Tenant shall pay zero percent (0%) of the annual Fixed Rent on the July Rent Payment Date, except to the extent of any then current deficiency in Tenant's payment of Fixed Rent.

Fixed Rent shall also include an annual administrative fee of \$10,000 payable to Landlord semi-annually in arrears. The percentage of annual Fixed Rent to be paid on each Rent Payment Date has been determined by Landlord and Tenant to correspond with the receipt of State Payments by Tenant. In the event of a change in dates or percentage allocations of the State Payments, Landlord and Tenant may, by mutual agreement, adjust the payment timing of the Fixed Rent. An estimate of Fixed Rent is set forth on **Schedule C**. Schedule C shall be updated upon Loan Closing to reflect the actual debt service payments, and it shall be modified by Landlord and such modifications provided to Tenant in writing, and Fixed Rent payments

revised under the following circumstances: (i) as required, to reflect any changes in the debt service on the Loan and the Subordinate Loan, resulting from: (A) alterations to any construction draw quantities or timing; (B) all Change Orders accepted and implemented pursuant to this Lease; (C) any and all adjustments to the total cost of the Improvements; (ii) to reflect the revised debt service payments upon the refinance of the initial Loan and/or initial Subordinate Loan upon their maturity (5 years); and (iii) to reflect reduced amounts of interest and principal that will become due on the Loan or Subordinate Loan, as applicable, as a result of partial prepayment.

(b) Additional Payments; Net Lease. Tenant acknowledges and agrees that Landlord has entered into the Loan Agreement, Subordinate Note, and this Lease, as applicable, for the sole benefit of Tenant, to enable Tenant to acquire facilities for its operation as a charter school. It is the intent of Landlord and Tenant that all payments to be made under the Loan and the Subordinate Loan shall be promptly paid by Tenant as Rent and this Lease shall be absolutely net to Landlord. In the event that Landlord is obligated to pay any amount under the Loan Agreement or the Subordinate Note or otherwise in connection with the Subordinate Loan, including, but not limited to, any indemnification obligations of Landlord (except to the extent such indemnification obligation is caused by the gross negligence or willful misconduct of Landlord), Tenant shall make all such payments directly to the applicable Person on the next Rent Payment Date, or on demand upon receipt of notice from Landlord. In the event Landlord makes any payment or incurs any damages or expenses that are the obligation of Tenant as set forth in this Section, Tenant shall reimburse Landlord for all such amounts on demand.

(c) Pledge of Gross Revenues. Tenant covenants and agrees to use its Gross Revenues including, but not limited to, State Payments to pay Rent. Tenant agrees to take all necessary steps to direct the State Payments to be sent directly to the Lender (or designated agent of the Lender, or successor to Lender upon a refinance of the Loan), to the extent permitted by law, to be applied toward the repayment of the Loan and the Subordinate Loan. After application of State Payments to Rent (excluding Additional Rent paid to third parties pursuant to Section 4(f)), Lender will transfer any remaining amounts from the State Payments directly to Tenant within one (1) business day.

(d) Prepayments/Refinance. Tenant may prepay Fixed Rent at such times and to the extent Landlord is permitted to prepay principal under the Loan Agreement or Subordinate Note, as applicable. Any prepayment shall be applied against the Fixed Rent due under this Lease corresponding to the installments of principal due under the Loan Agreement or Subordinate Note, as applicable. Neither the Loan nor the Subordinate Loan may be prepaid in whole until the second (2<sup>nd</sup>) anniversary of the Loan Closing. Pursuant to Section 47, Tenant has the option to purchase the Facilities. If Tenant does not exercise that option within six (6) months prior to the 5<sup>th</sup> anniversary of the Loan Closing (the maturity date), Landlord will refinance the Loan and Subordinate Loan, and, upon closing of such refinance, the Fixed Rent shall be adjusted to reflect the revised debt service payments as set forth in subsection (a) above.

(e) Late Payment. If Tenant shall fail to make payment of any installment of Rent hereunder within five (5) business days from the date upon which the same shall first have been due hereunder, then Landlord shall have the right to charge Tenant, in addition to the installment or other payment due, as Additional Rent, a late payment fee to compensate Landlord

for legal, accounting and other expenses incurred by Landlord in administering the delinquent account by reason of such late payment in the amount of five percent (5%) of the amount due as a late charge. For the purposes of this Section 4(d), payments shall be deemed made upon the date of actual receipt by Landlord or as directed by Landlord at the place specified in this Lease. The late payment fee required to be paid by Tenant pursuant to this Section 4(d) shall be in addition to all other rights and remedies provided in this Lease or by Law to Landlord for such nonpayment.

(f) Additional Rent. It is the purpose and intent of Landlord and Tenant that the Fixed Rent and other payments set forth in this Section 4 shall be net to Landlord and that Tenant shall pay as additional rent ("Additional Rent"), without notice or demand, and without abatement, deduction or set-off, (except as expressly provided in this Lease) and save Landlord harmless from and against, any and all costs, Impositions, insurance premiums (including reimbursement to Landlord for the premiums incurred for insurance required to be carried by Landlord in connection with this Lease, the Loan and the Subordinate Loan) to which the Facilities are subject and all other expenses and obligations of every kind and nature whatsoever related to, or arising in connection with, the use and occupancy of the Facilities or any portion thereof, or as otherwise provided in this Lease (including reasonable attorneys' fees and disbursements incurred in connection with any Event of Default hereunder, in the event that there is any Event of Default, whether or not a suit or proceeding is brought to enforce any right or remedy of Landlord) which may arise or become due prior to or during the Term, other than obligations, if any, which are the specified responsibility of Landlord under the terms of this Lease. Additional Rent shall include all shopping center common area maintenance charges allocated to the Property pursuant to the Permitted Encumbrances, estimated to be \$50,000 per year. Tenant acknowledges that on the Possession Date it will give notice to all public and private utilities that it is in possession of the Facilities and will assume liability for all such charges imposed by such utility companies from and after the Possession Date to the Expiration of this Lease, including but not limited to, charges for water, gas, electric and other utilities, which shall be prorated with Landlord where necessary from the Possession Date. In the event of any nonpayment of any of the foregoing, Landlord shall have, in addition to all other rights and remedies, all of the rights and remedies provided for herein or by law in the case of nonpayment of Fixed Rent.

(g) Manner of Payment; No Abatement or Offset. Fixed Rent shall be paid in lawful money of the United States of America by or on behalf of the Tenant directly to the Landlord (or to the Lender at Landlord's direction). All Additional Rent described in Section 4(f) shall be paid by the Tenant on a timely basis directly to the Person to which such Additional Rent is owed. The obligation of the Tenant to pay Rent required under this Section 4 and other Provisions of this Lease, during the Term, shall be absolute and unconditional, and payment of Rent shall not be abated for any reason, including without limitation, by reason of accident or unforeseen circumstances and Tenant is required, and solely responsible, under this Lease to purchase and maintain necessary insurance to comply with this obligation. Notwithstanding any dispute between Tenant and Landlord or any other Person with respect to the Facilities, Tenant shall, during the Term, make all payments of Rent when due and shall not withhold any Rent pending final resolution of such dispute (except as specifically permitted in this Lease relative to Additional Rent), nor shall the Tenant assert any right of set-off or counter-claim against its obligation to make such payments required hereunder; provided, however, that the making of



such payments shall not constitute a waiver by the Tenant of any rights, claims or defenses which the Tenant may assert. No action or inaction on the part of the Landlord shall affect the Tenant's obligation to pay Rent during the Lease Term.

(h) Landlord's Payment of Rent. In the event Landlord elects to make a payment of any Rent to avoid any breach, penalties, delinquency or fines, Landlord agrees that it will give Tenant prompt notice of any intent to pay any Rent and Landlord will make such payment only if it does not receive assurance to its reasonable satisfaction that such payment has been or is being timely made by or on behalf of Tenant within five (5) days of Tenant's receipt of such notice; provided however, nothing herein shall be deemed to preclude Landlord from paying any Rent directly and immediately if, in its judgment, there is an emergency or an extraordinary circumstance warranting such payment. In the event of a payment of Rent by Landlord, Tenant shall immediately reimburse Landlord for such amount on demand.

## **5. Payment of Impositions.**

(a) Tenant shall use its best efforts to maintain the Facilities as exempt from ad valorem property or other taxes to the extent allowable by law. During the Term, Tenant shall pay all Impositions, or cause the same to be paid, as and when due and payable, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof.

(b) Except as provided in this Section 5(b), Tenant shall not be required to pay income taxes assessed against Landlord, or any capital levy, corporation franchise, or gross receipts tax based on Landlord's income, excess profits, estate, succession, inheritance taxes or transfer, documentary, excise or similar taxes of Landlord; provided however, that if at any time during the Term, the present method of taxation shall be changed so that in lieu of or as a substitute for the whole or any part of any Impositions on real estate and the improvements thereon there shall be levied, assessed or imposed on Landlord a new capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents or the present or future Improvements, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Impositions" for the purposes hereof, but only to the extent that the same would be payable if the Facilities were the only property of Landlord, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Impositions. In the event that the present method of taxation is changed as aforesaid, Landlord and Tenant agree to meet to equitably adjust the Impositions to be paid by Tenant.

(c) During the Term, Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition, or to seek a reduction in the valuation of the Facilities as assessed for real estate or personal property tax purposes by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof in which event Tenant shall have the right to postpone or defer payment of such Imposition, in each case only if:

(1) Neither the Facilities nor any part thereof would by reason of such postponement or deferment be in imminent danger of being subjected to foreclosure proceedings, forfeited or lost; and

(2) Tenant shall either (i) have deposited with Landlord the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may be assessed against or become a charge on the Facilities or (ii) have deposited with Landlord or with the authority imposing the Imposition or a court of competent jurisdiction security reasonably satisfactory to Landlord or a bond by a surety company approved by Landlord, whereby such surety undertakes to pay such Imposition in the event that Tenant shall fail to pay the same upon the final disposition of the contest (including appeals) or the Facilities or any part thereof is, in the reasonable judgment of Landlord in imminent danger of being forfeited or lost during the pendency of such contest. The initial deposit or bond shall be in an amount equal to 125% of the amount so contested and unpaid. Any deposit made by Tenant under the Provisions of this subsection 5(c)(2), together with any additions thereto and all interest, if any, earned thereon, shall be held in trust and disposed of as hereinafter provided.

(d) Upon the termination of any proceeding (including appeals), conducted pursuant to Section 5(c) hereof, or if Tenant should so elect, at any time prior thereto, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceeding, the payment of which may have been deferred during the prosecution of such proceeding, together with any costs, fees, interest, penalties or other liabilities in connection therewith, and upon such payment, Landlord shall return any amount deposited with it (and not previously applied by it as herein provided) with respect to such Imposition. Such payment, at Tenant's request, shall be made by Landlord out of and to the extent of the amount deposited with it with respect to such Imposition, any balance due shall promptly be paid by Tenant, and any balance remaining shall be paid to Tenant with interest, if any, accrued thereon. If, at any time during the continuance of such proceeding, the Facilities or any part thereof are, in the reasonable judgment of Landlord, in imminent danger of being forfeited or lost, Landlord may require the amount theretofore deposited with Landlord to be applied to the payment of such Imposition (or Landlord may require application of the bonded amount by the surety company, if a bond has been furnished) as provided in the preceding sentence, any balance due shall promptly be paid by Tenant, and any balance remaining due shall be returned to Tenant with interest, if any, accrued thereon. Notwithstanding anything to the contrary set forth in this Section 5(d), no such deposit held by Landlord, or any part thereof, or interest thereon, shall be returned to Tenant so long as any Event of Default shall then exist hereunder.

(e) Landlord shall have the right: (i) to seek a reduction in the valuation of the Property and/or the Improvements and/or any portion or part thereof assessed for tax purposes if, within 30 days after Notice by Landlord, Tenant fails to commence a proceeding to secure such reduction; (ii) at Landlord's expense to participate in any such proceeding commenced by Tenant at Landlord's insistence or otherwise; and (iii) to commence a proceeding with Notice to Tenant, or to intervene in and prosecute any proceeding commenced by Tenant, for a reduction of such assessed valuation or valuations which shall in whole or in part be for any period of time subsequent to the Expiration of this Lease. Tenant shall be obligated to reimburse Landlord in

connection with any proceeding referenced in clauses (i) and (iii) of this Section 5(e) (including reasonable attorney's fees), but only to the extent of the aggregate amount of savings in Impositions that are actually realized by Tenant during the Term as a result of such proceeding.

(f) To the extent to which any tax refund payable as a result of any proceeding which Landlord or Tenant may institute, or payable by reason of compromise or settlement of any such proceeding, may be based upon a payment made by or for the account of Tenant and shall not relate to a period prior to the Lease Date or subsequent to the Expiration of this Lease, subject to Tenant's obligation to reimburse Landlord forthwith under this Lease for any expense incurred by Landlord in connection with such proceeding (including reasonable attorney's fees), and so long as no Event of Default shall exist, Tenant shall be authorized to collect the same.

(g) Landlord shall not be required to join in any proceeding referred to in Section 5(c) of this Lease unless the provisions of any Law at the time in effect shall require that such a proceeding be brought by and/or in the name of Landlord or any owner of the Property, in which event Landlord shall, upon written request by Tenant, join in such proceeding or permit the same to be brought in its name, upon compliance by Tenant with the requirements of Section 5(c) and this Section 5(g). Tenant agrees to indemnify and hold Landlord harmless from and against any costs or expenses (including reasonable attorneys' fees) or liabilities in connection with any such proceeding, if such proceeding has been requested or initiated by Tenant.

(h) The certificate, advice or bill of the appropriate official designated by Law to make or issue the same or to receive payment of any Imposition, of payment or non-payment of such Imposition, shall be prima facie evidence that such Imposition is paid or due and unpaid at the time of the making or issuance of such certificate, advice or bill.

## **6. Use and Operation of Facilities.**

(a) Tenant shall have the right to use and occupy the Facilities for the sole purpose of operating a charter school, building local community partnerships, and for such other lawful purposes incidental thereto subject to restrictions in the Permitted Encumbrances and Tenant's covenants set forth in this Lease including, but not limited to, those covenants set forth in Sections 20 and 21. Tenant shall have the right to erect and maintain signs in and about the Facilities and elsewhere at its expense and subject to compliance with applicable Laws and the Permitted Encumbrances and subject to Tenant's obligation to remove all such signs at the termination of this Lease for any reason and repair all damage to the Facilities resulting therefrom, all at Tenant's sole cost and expense. Tenant shall be responsible for all of its obligations under this Lease notwithstanding the loss of the Charter or any permits or authorizations needed or convenient to the operation of the school.

Tenant agrees that it will at all times maintain the Facilities in a state of repair and maintenance as required under Section 8; will not commit waste, overload the floors or structure of the Building or subject the Facilities to any use that would damage the Facilities; and will provide adequate security for the Facilities.

(b) Without the prior written consent of Landlord, Tenant shall not use, maintain, permit or allow the use, or maintenance of the Facilities or any part thereof to treat, store, dispose of, transfer, release, convey or recover, or permit or suffer these to be present on, under or about the Facilities, any Hazardous Materials nor shall Tenant otherwise, in any manner, possess or allow the possession of any Hazardous Materials on or about the Facilities, except for (i) vehicles parked at the Facilities, and (ii) incidental cleaning, educational and landscaping supplies used and stored in compliance with all Environmental Laws, whether such Hazardous Materials existed on the Facilities prior to the Possession Date or after the Possession Date. Should Landlord consent in writing to Tenant bringing, using, storing or treating any Hazardous Material(s) in or upon the Facilities or if Tenant is allowed to bring, use, store, or treat Hazardous Materials in or upon the Facilities pursuant to this Lease, Tenant shall strictly obey and adhere to any and all Environmental Laws, which in any way regulate, govern or impact Tenant's possession, use, storage, treatment or disposal of said Hazardous Materials. Tenant shall immediately notify Landlord of the presence or suspected presence of any Hazardous Materials, on or about the Facilities and shall deliver to Landlord any notice received by Tenant relating thereto.

(c) Subject to laws pertaining to access of the Facilities while students are present, Landlord and its employees, contractors and agents shall have the right, but not the duty, to inspect the Facilities and conduct tests thereon at any time to determine whether or the extent to which there is Hazardous Materials on the Facilities. Landlord shall have the right to immediately enter upon the Facilities to remedy any contamination found thereon. In exercising the rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's personal property or business caused thereby, unless such loss or damage results from gross negligence or willful misconduct of Landlord. If any lender or Governmental Authority shall ever require testing to ascertain whether there has been a release of Hazardous Materials, then, the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent. Tenant shall execute affidavits, representations and estoppels from time to time, in form reasonably acceptable to Tenant, at Landlord's request, concerning Tenant's knowledge and belief regarding the presence of any Hazardous Materials at the Facilities or Tenant's intent to store or use Hazardous Materials at the Facilities. Tenant shall indemnify and hold harmless Landlord from any and all claims, losses, liabilities, costs, expenses or damages, including reasonable attorneys' fees and other costs of remediation, incurred by Landlord in connection with any breach by Tenant of its obligations under this Section. The covenants and obligations of Tenant hereunder shall survive the Expiration or earlier termination of this Lease.

(d) Tenant shall not use or occupy or permit the Facilities or any part thereof to be used or occupied, for any unlawful purpose or in violation of the Charter or any certificate of occupancy, certificate of compliance, Permit, Permitted Encumbrance or Law covering or affecting the use of the Facilities or any part thereof. Tenant shall not suffer any act to be done or any condition to exist at the Facilities or any part thereof which may, in Law, constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

(e) Tenant shall not use, occupy or improve or permit the Facilities or any part thereof to be used, occupied or improved, so as to violate any of the terms, conditions or covenants of the Permitted Encumbrances or any other easements, restrictions, covenants or agreements hereafter affecting the Facilities.

(f) Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be liable to Landlord for any claims, losses, damages, fines, penalties or costs whatsoever arising from the existence as of the Lease Date of any Hazardous Materials in, on or under the Facilities, unless and except the actions of Tenant, its directors, officers, agents, employees or invitees disturb the surface of the Facilities to expose to the air, surface water, groundwater or human contact, any Hazardous Materials below the surface of the ground.

#### **7. Surrender of the Facilities; Holding Over.**

(a) Tenant shall, on the Expiration of this Lease, or upon any re-entry by Landlord upon the Facilities pursuant to this Lease, surrender and deliver up the Facilities into the possession and use of Landlord, without delay and in the same state of repair and maintenance as the state of repair and maintenance of the Facilities on the Lease Date, ordinary wear excepted and casualty damage excepted, free and clear of all lettings and occupancies, free and clear of all liens, charges and encumbrances except: (i) the Permitted Encumbrances and any easements, restrictions, covenants, charges or other encumbrances existing as of the Lease Date; and (ii) all those which Landlord causes after the Lease Date or to which Landlord expressly consents in writing (which, for the purposes of this Section 7(a), shall be deemed to be additional Permitted Encumbrances). On the Expiration of this Lease, title to and ownership of the Improvements shall automatically vest in Landlord without the execution of any further instrument and without any payment therefor by Landlord. Tenant shall remove all its signs from the Facilities upon expiration of this Lease and shall promptly repair any damage to the Facilities resulting from such removal. Tenant shall remove Tenant's Personal Property upon Expiration of this Lease and Tenant shall promptly repair any damage to the Facilities resulting from such removal. Any of Tenant's signs or other Personal Property remaining at the Facilities in excess of sixty (60) days following the Expiration of this Lease shall, at the option of Landlord, be deemed abandoned and become Landlord's property. In addition, Landlord shall have the right to remove any of Tenant's Personal Property upon the Expiration of this Lease, and to store the same, all at the sole cost and expense of Tenant. Tenant shall, on demand, execute, acknowledge and deliver to Landlord a written instrument, in recordable form, confirming such Expiration, as well as any further assurances of title to the Improvements as Landlord may reasonably request, together with instruments in recordable form evidencing the Expiration of this Lease and the Memorandum of this Lease.

(b) In the event of any holding over by Tenant after Expiration or in the event Tenant continues to occupy the Facilities after the termination of Tenant's right of possession pursuant to this Lease, occupancy of the Facilities subsequent to such termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but Tenant shall, throughout the entire holdover period, pay rent (on a per month basis without reduction for any partial months during any such holdover if such holdover exceeds five (5) calendar days and on a per diem basis if such holdover is five (5) calendar days or less) equal to one hundred fifty percent (150%) of the Fixed Rent due for the period immediately preceding

such holding over and the actual Additional Rent accruing on a pro rata basis during the holdover period, provided that in no event shall Fixed Rent and Additional Rent during the holdover period be less than the fair market rental for the Facilities. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Term of this Lease shall be construed to extend the Term or prevent Landlord from recovery of immediate possession of the Facilities by summary proceedings or otherwise. Tenant shall be liable to Landlord for all actual or special damages which Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify Landlord against any and all proved claims made by any other tenant or prospective tenant against Landlord for delay by Landlord in delivering possession of the Facilities to such other tenant or prospective tenant.

(c) The Provisions of this Section 7 shall survive the Expiration of this Lease.

## **8. Repairs and Maintenance.**

(a) Throughout the Term, Tenant, at its sole cost and expense, shall: (i) maintain in good condition and repair the interior and exterior of the Facilities, including but not limited to: the electrical systems, heating and air conditioning systems, plate glass, windows and doors; sprinkler, plumbing and sewage systems and facilities; fixtures; interior and exterior walls; floors; ceilings; roof, and all structural components of Building and Facilities; gutters, downspouts, sidewalks, parking lot pavement, parking areas, grounds, recreational and landscaped areas of the Facilities; all electrical facilities and equipment including but not limited to, interior and exterior lighting fixtures, lamps, fans and any exhaust equipment and systems; electrical motors; and kitchen and all other appliances, fixtures and equipment of every kind and nature located in, upon or about the Facilities; and all glass, both interior and exterior (and any broken glass shall be promptly replaced at Tenant's expense by glass of like kind, size and quality); (ii) keep the Facilities in the same order, repair and condition as of the Possession Date; and (iii) make all necessary or appropriate repairs, replacements and renewals, and all necessary or appropriate alterations and restorations thereto, interior and exterior, ordinary and extraordinary, and foreseen and unforeseen (collectively, "Repairs"). Tenant shall, at its expense, conduct seasonal preventive maintenance on the heating, ventilating and air conditioning systems, and shall provide a report to Landlord showing compliance with this requirement.

(b) The necessity for and adequacy of Repairs to the Facilities made or required to be made pursuant to Section 8(a) shall be measured by standards which are appropriate for school buildings of similar age and containing similar facilities in the locality and which are necessary to maintain the Facilities in a state of repair and maintenance substantially the same as the state of repair and maintenance of the Facilities as at the Lease Date. Whenever a portion of the Facilities must be replaced in order to comply with the requirements of this Section 8, new equipment and materials of a quality equal to or superior to the quality of the equipment and/or materials being replaced shall be used. Tenant shall, within thirty (30) days after demand by Landlord, begin to make such Repairs, or perform such items of maintenance, to the Facilities as Landlord may reasonably require in order to maintain the Facilities at the standards required by this Lease and thereafter Tenant shall diligently and continuously pursue and promptly complete such Repairs.

(c) Landlord shall not be required to furnish any services or facilities or to make any Repairs in or about the Facilities or any part thereof, Tenant hereby assuming the full and sole responsibility for all Repairs to, and for the condition, operation, maintenance and management of, the Facilities at the Possession Date and during the Term. Tenant shall, at its sole cost and expense, keep the sidewalks, curbs, entrances, passageways, roadways and parking spaces, planters and shrubbery and public areas adjoining (excluding areas not the responsibility of Landlord under applicable Law) or appurtenant to or constituting part of the Facilities in a clean and orderly condition, free of ice, snow, rubbish, obstructions and damage.

(d) Upon completion of the Improvements, Landlord shall obtain an industry standard one (1) year construction warranty from Landlord's contractor. Tenant shall be a beneficiary of and entitled to the benefit(s) of such one (1) year warranty and any and all third-party warranties given or running in favor of Landlord with respect to the Facilities which would in any way be useful to Tenant in fulfilling Tenant's obligations under this Section 8; and Landlord shall have the obligation to cooperate with Tenant in making available to Tenant the benefit of any and all third-party warranties given or running in favor of Landlord with respect to the Facilities which would in any way be useful to Tenant in fulfilling its obligations under this Section 8. Further, Landlord agrees that it will cooperate with Tenant in connection with claims against third-parties regarding Tenant's repair and maintenance obligations hereunder upon Tenant's request and provided Tenant shall be responsible for the reasonable costs and expenses incurred by Landlord as a result of such cooperation.

(e) The foregoing obligations of Tenant and Landlord are subject to Section 11 and, in the event of a conflict between this Section 8 and Section 11, Section 11 shall control.

(f) If Tenant fails to perform any repair or maintenance for which it is responsible under this Lease, and such failure is not corrected within thirty (30) days after written notice from Landlord, Landlord may perform such work and be reimbursed by Tenant for the cost thereof, together with interest thereon at the rate provided for in this Lease, within thirty (30) days after demand therefor. Notwithstanding anything to the contrary contained herein, Tenant shall bear the full cost of any repair of damage to any part of the Facilities that is caused by Tenant, its agents, employees, invitees, or contractors.

#### **9. Compliance with Laws; Maintenance of Licenses and Charter; Tenant's Board.**

(a) Throughout the Term, Tenant, at its own sole cost and expense, shall comply with all present and future laws, ordinances, statutes, administrative and judicial orders, rules, regulations and requirements, including, without limitation, the Americans with Disabilities Act (each individually, a "Law," and collectively, "Laws") of all Governmental Authorities, foreseen and unforeseen, ordinary as well as extraordinary, applicable to the Facilities or any part thereof, the appurtenances thereof and, to the extent required by any Laws, the sidewalks, curbs, alleyways and passage-ways, adjoining the Facilities, or to the use or manner of use of the Facilities or the owners, tenants or occupants thereof whether or not any such Laws necessitate structural changes or improvements or interfere with the use or enjoyment of the Facilities. Tenant shall also procure, pay for and maintain all permits, licenses, approvals

and other authorizations (collectively, "Permits," ) necessary for the lawful operation of its business at the Facilities and the lawful use and occupancy of the Facilities in connection therewith.

(b) Tenant shall, at its own sole cost and expense, observe and comply with all of the obligations of Tenant under Tenant's Charter, and shall operate the charter school in accordance with the Charter and with all applicable Laws. Tenant shall give immediate written notice to Landlord of any default or breach under the Charter, or of any suspension, termination, amendment or extension thereof. Tenant shall timely make application for extension of the Charter such that the Charter shall remain in full force and effect without any lapse for the Term.

(c) Tenant shall have the right, after Notice to Landlord, to contest by appropriate legal proceedings, conducted in good faith, in the name of Tenant or Landlord or both, the validity or application of any Laws of the nature referred to in Section 9(a), and Landlord, on written request, shall execute and deliver any appropriate papers which may be necessary or proper to permit Tenant so to contest the validity or application of any such Law, subject to the following:

(1) If by the terms of any such Law, compliance therewith pending the prosecution of any such proceedings may legally be delayed without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, and without subjecting the Facilities or any part thereof to any lien, charge, forfeiture, loss or suspension of operations, and Tenant (i) furnishes security reasonably satisfactory to Landlord against loss or injury by reason of such contest or delay and (ii) diligently and continuously prosecutes the contest to completion, then Tenant may delay compliance therewith until the final determination of any such proceeding.

(2) Tenant agrees that it will indemnify Landlord against any costs, expenses or liabilities it may sustain by reason of any act or thing done or omitted to be done by Tenant pursuant to this Section 9(c).

(d) Tenant represents and warrants to Landlord that it has complied with the public meeting requirements applicable to it with respect to all meetings of its board concerning the execution and delivery of this Lease (including public notice), and with all Laws applicable to its operation of the charter school.

(e) Throughout the Term, Tenant shall provide Landlord notice and an opportunity to attend all meetings of its board of directors; provided that, notwithstanding the foregoing, Landlord shall not be permitted to attend board meeting executive sessions without the consent of Tenant.

(f) During the Term, Tenant shall provide written notice to Landlord prior to adding, subtracting, or replacing any: (i) officer of Tenant; or (ii) member of Tenant's board of directors. Tenant shall notify Landlord promptly upon becoming aware that such addition, subtraction or replacement is going to occur. Tenant shall permit Landlord to provide suggestions with respect to any such addition, subtraction or replacement and Tenant shall give



good faith consideration to such suggestions. In addition, when appointing a director to the Tenant's Board of Directors, Tenant shall take into account all relevant factors, including the background, expertise and experience of the proposed director, to ensure that the Tenant's Board of Directors has an appropriate mix of backgrounds, expertise and experience.

#### **10. Insurance.**

(a) Landlord, at the sole cost and expense of Tenant, shall throughout the Term procure and maintain, or cause Tenant to procure and maintain:

(1) Casualty/property damage insurance, special risk, covering the Facilities, Building, and Improvements (including flood insurance, if the Property is in a designated flood zone) on a guaranteed replacement cost and agreed amount basis with no coinsurance (which replacement amount shall be subject to Landlord's prior written approval) and for an amount not less than the loan amount under any financing (with deductibles not greater than \$25,000), such coverage to include twelve months business income/loss of rents; and

(2) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord or Landlord's lenders, against other insurable hazards.

(b) Tenant, at the Tenant's sole cost and expense, shall throughout the Term procure and maintain:

(1) Casualty/property damage insurance, special risk, covering the full replacement value of all furniture, removable trade fixtures, equipment, and other personal property located at the Facilities (with deductibles not greater than \$5,000), such coverage to include twelve months business income/loss of rents and endorsed to provide that Tenant's insurance is primary in the event of any overlapping coverage with the insurance carried by Landlord;

(2) Comprehensive general liability insurance against claims for personal injury, bodily injury, death, property damage occurring upon, in or about the Facilities, and educators legal, professional, abuse and molestation insurance, such insurance to: (i) be on the so-called "occurrence" form; (ii) afford immediate protection at the Lease Date to the limit of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate (including any umbrella coverage); (iii) continue at not less than the said limits until required to be changed by Landlord in writing by reason of changed economic conditions making such protection inadequate; and (iv) cover at least the following hazards: (A) premises and operations; and (B) independent contractors on an "if any" basis. Such policies shall name Landlord (and any other Person required in the Deed of Trust or Second Deed of Trust) as an additional insured in connection with Tenant's policies;

(3) Workers' compensation insurance in an amount not less than the minimum amount required by applicable law and adequate employee's liability insurance covering all persons employed by Tenant at the Facilities;

(4) At all times when Tenant Alterations are being made, Tenant shall have insurance providing the following coverage for its Tenant Alterations (i) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned comprehensive general public liability insurance policy; (ii) contractual liability insurance covering the indemnity contained in Section 18(a) hereof; (iii) builder's risk completed value coverage (A) for 100% of the contract price, (B) on a non-reporting form, (C) deleting all co-insurance provisions, (D) against all risks insured against pursuant to Section 10(a) hereof with the addition of damage due to faulty materials, workmanship and errors in design, and (E) including permission to occupy the Facilities; and (iv) coverage for delay in startup (a/k/a delayed completion coverage);

(5) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord, or Landlord's lenders, against other insurable hazards.

The insurance required of Tenant pursuant to this Lease may, at Tenant's option, be effected by blanket and umbrella policies covering the Facilities and other properties owned or leased by Tenant and/or its Affiliates, provided that evidence thereof satisfying the requirements of Section 10 is delivered to Landlord.

(c) In the event of failure of Tenant to maintain such coverages as are determined under this Section 10, Landlord may at its option acquire such coverages (or as similar thereto as Landlord is able to procure) and the cost thereof, plus interest at the Lease Interest Rate, shall become Additional Rent due hereunder, or terminate this Lease.

(d) All insurance provided for in this Section 10 shall be effected under valid and enforceable policies, in such forms and, from time to time after the Lease Date, in such amounts as is required hereunder, issued by financially sound and responsible insurance companies having a Best Policyholder Rating of not less than "A-", a financial rating of not less than XI or such higher rating as the holder of any of Landlord's Mortgages may require, and authorized to do business in the State, to the extent commercially obtainable. On or before one day prior to the Lease Date and not less than 10 calendar days prior to the expiration dates of the policies theretofore furnished pursuant to this Section, Acord Form 28 certificates of insurance (or substantively comparable certificates) evidencing such policies and payment therefor shall be delivered by the party responsible for obtaining the subject insurance to the other party. In addition, in the event that Landlord conveys its interest in the Facilities and this Lease, Tenant shall provide an Acord Form 28 certificate of insurance (or substantively comparable certificates) naming the grantee of such conveyance as an additional insured of the insurance required to be maintained by Tenant pursuant to this Section 10 (excluding workers' compensation insurance); such insurance certificate shall be delivered to Landlord within five (5) business days of its request therefor. Tenant shall not take out separate insurance concurrent in

form or contributing in the event of loss with that required in this Section 10 to be furnished by, or which may be reasonably required to be furnished by, Landlord unless Landlord is included therein as an additional insured, with loss payable to Landlord or Landlord's lender(s), as applicable. Tenant shall immediately notify Landlord of the taking out of any such separate insurance and shall cause the certificates therefor to be delivered as required in this Section 10(d).

(e) All policies of insurance provided for or contemplated by Section 10 of this Lease to be obtained by Tenant shall name Tenant as the insured and, other than workers' compensation insurance, Landlord and Lender as additional insureds as their respective interests may appear. Such policies of insurance shall, to the extent obtainable, contain clauses or endorsements to the effect that:

(1) No act or negligence of Tenant, or anyone acting for Tenant, which might otherwise result in a forfeiture of such insurance or any part thereof shall in any way affect the validity or enforceability of such insurance insofar as Landlord, or Landlord's lenders are concerned;

(2) Such policies shall not be changed or canceled without at least 30 days' Notice to Landlord; and

(3) Landlord shall not be liable for any premiums thereon or subject to any assessments thereunder.

(f) All insurance policies required hereunder shall provide for waiver of subrogation as to Landlord and Tenant.

**11. Damage or Destruction by Fire or Other Casualty; Condemnation.**

(a) If, during the Term, (i) the Facilities, or any portion thereof, shall be destroyed (in whole or in part), or damaged by fire or other casualty; (ii) title to, or the temporary or permanent use of the Facilities, or any portion thereof, or the estate of the Tenant, the Lender, or the Landlord in the Facilities or any portion thereof, shall be taken under the exercise of the power of eminent domain by any Governmental Authority or by any Person acting under governmental authority; (iii) breach of warranty or any material defect with respect to the Facilities shall become apparent; or (iv) title to or the use of all or any portion of the Facilities shall be lost by reason of defect in the title thereto, then, the Tenant shall continue to pay Rent, without diminution, offset or abatement of any kind.

(b) All Net Proceeds of any insurance, performance bonds or condemnation awards shall be applied in accordance with the Loan Agreement. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the property of the Landlord, subject to the Loan Agreement and this Lease, and shall be included as part of the Facilities under this Lease and the Loan Agreement. The Tenant shall comply with all conditions to disbursement of Net Proceeds under the Loan Agreement.

(c) Insufficiency of Net Proceeds. If there occurs an event described in Section 11(a) hereof, and if any Net Proceeds received as a consequence of such event shall be

insufficient to pay in full the cost of all repairs, restoration, modifications, improvements or replacements of the Facilities required under this Lease, Tenant shall, in accordance with Section 8 hereof, repair, restore, modify or improve the Facilities or replace the Facilities (or portion thereof) with property of a value equal to or in excess of the Facilities as it existed prior to such event, and pay as Additional Rent any cost in excess of the amount of the Net Proceeds, and the Tenant agrees that, if by reason of any such insufficiency of the Net Proceeds, the Tenant shall make any Additional Rent payments pursuant to this paragraph, the Tenant shall not be entitled to any reimbursement therefor from Landlord or Lender, nor shall the Tenant be entitled to any diminution of Rent.

(d) Cooperation of the Landlord. The Landlord shall cooperate fully with the Tenant in filing any proof of loss with respect to any insurance policy (including title insurance) or performance bond covering the events described in Section 11(a) hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Facilities or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Facilities. The Tenant shall pay to the Landlord as Additional Rent all reasonable fees and expenses incurred by the Landlord under this Section. This Section shall not be construed to obligate the Landlord to advance its own funds in order to take any action hereunder.

## **12. Tenant Alterations.**

(a) Tenant shall have no right at any time to undertake or cause to be made, Tenant Alterations, except with the Landlord's express written consent, unless such Tenant Alteration can be completed for less than ten thousand dollars (\$10,000.00).

(b) Tenant covenants and agrees that any and all Tenant Alterations will be made in compliance with, and Tenant hereby covenants that it will comply with, each of the following Provisions:

(1) All Tenant Alterations shall be made with reasonable diligence and dispatch (subject to Unavoidable Delays) in a first class manner and with materials and workmanship comparable to the quality of the Improvements existing on the Possession Date;

(2) Tenant shall furnish copies of plans and specifications prepared in connection with any Tenant Alteration to Landlord, which plans and specifications shall be subject to prior approval by Landlord, which approval shall not be unreasonably withheld or delayed;

(3) Before any Tenant Alterations are commenced, Tenant shall procure, at its own sole cost and expense, all necessary Permits from all Governmental Authorities and shall deliver photocopies thereof to Landlord. Upon Tenant's request, Landlord shall join in the application for such Permits whenever such action is necessary, and Tenant covenants that Landlord will not suffer, sustain or incur any costs, expense or liability by reason thereof;

(4) All Tenant Alterations shall be made in compliance and conformity with all applicable (i) Laws of all Governmental Authorities (including all building and zoning Laws); (ii) Permits; and (iii) rules, regulations, orders and requirements of insurance boards;

(5) In making any Tenant Alterations, Tenant shall not violate the terms or conditions of any insurance policy obtained or required pursuant to the Provisions hereof affecting or relating to the Facilities or any part thereof, or the terms of any covenants, restrictions or easements affecting the Facilities;

(6) Promptly after the completion of any Tenant Alterations, Tenant shall procure, at Tenant's sole cost and expense, all Permits of Governmental Authorities, if any, for the complete Tenant Alterations as may be required by any applicable Laws of Governmental Authorities, and all insurance boards' approvals, if any, as may be required or customary in connection therewith, and on demand, shall promptly deliver photocopies thereof to Landlord;

(7) Tenant shall pay all costs, expenses and liabilities arising out of, in connection with, or by reason of any Tenant Alterations, and shall keep the Facilities free and clear of all liens, claims and encumbrances in any way arising out of, in connection with, or by reason of, any Tenant Alterations, subject to the Provisions of Section 13 hereof;

(8) No Tenant Alterations shall be made which would tie in or connect any Improvement with any other building or structure located outside the boundary lines of the Property;

(9) Unless Tenant Alterations: (i) are performed entirely within the enclosed walls of any Improvement then existing at the Facilities, or (ii) would not be reflected on a survey of the Facilities, Tenant shall, upon completion thereof, promptly deliver to Landlord a copy of an ALTA "as built" survey of the Facilities showing such Tenant Alterations;

(10) No Tenant Alterations shall be made which would render title to the Facilities or any part thereof unmarketable, or which would reduce the value of the Facilities for the uses permitted herein below the value thereof immediately prior to the making of such Tenant Alterations; and

(11) Landlord shall not be required to make any contribution to the cost of any Tenant Alterations or any part thereof, and Tenant covenants that Landlord shall not be required to pay any cost, expense or liability arising out of or in connection with or by reason of any Tenant Alterations.

### **13. Discharge of Liens.**

(a) Tenant shall not create or permit or cause (intentionally or otherwise) to be created, any lien, encumbrance or charge levied on account of any Imposition or any mechanic's, contractor's, subcontractor's, laborer's, or materialman's lien, or any mortgage, deed of trust or

otherwise which might or does constitute a lien, encumbrance or charge upon the Facilities or any part thereof, or the income therefrom, unless the same arises prior to the Lease Date or from any act of Landlord, and, other than matters created by Landlord, Tenant will not suffer any other matter or thing whereby the estate, rights and interests of Landlord in the Facilities or any part thereof might be impaired; provided that any Imposition may, after the same becomes a lien on the Facilities, be paid or contested in accordance with Section 5(c)(1) hereof, and any mechanic's, laborer's, or materialman's lien may be discharged in accordance with Section 13(b) hereof.

(b) If any such mechanic's, laborer's or materialman's lien shall at any time be filed against the Facilities or any part thereof, other than matters created by Landlord, Tenant, within 30 days after filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within such period then, in addition to any other right or remedy, Landlord may (after so notifying Tenant), but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if it so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor, with interest, costs and allowances. In any event, if any suit, action or proceedings shall be brought to foreclose or enforce any such lien (whether or not the prosecution thereof was so compelled by Landlord), Tenant shall, at its own sole cost and expense, promptly pay, satisfy and discharge any final judgment entered therein. If Tenant fails to pay such final judgment, Landlord may (after so notifying Tenant), but shall not be obligated to, discharge the same. Any and all amounts so paid by Landlord as in this Section provided, and all costs and expenses paid or incurred in connection with any or all of the foregoing matters, including reasonable attorneys' fees, together with interest thereon at the Lease Interest Rate from the respective dates of such payments from Landlord, shall be paid by Tenant to Landlord on demand as Additional Rent hereunder.

(c) Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Facilities or any part thereof. Notice is hereby given that Landlord shall not be liable for any labor or materials or services furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Landlord in the Facilities or in this Lease. At the request of Landlord, Tenant shall execute and record in the applicable public records, a written instrument for the purpose of providing notice of the existence of the provisions of the preceding sentence.

#### **14. Condition of and Title to Facilities; Improvements by Landlord.**

(a) Landlord hereby covenants to improve the Facilities as specified in **Schedule D** and in accordance with all applicable Laws, regulations and rules of Governmental Authorities having jurisdiction thereover (the "Project"). Tenant and Landlord have agreed upon the Project as specified in **Schedule D**. Tenant acknowledges that the Project is being

undertaken by Landlord at the Tenant's request. Any additional or replacement renovations beyond the scope of the Project undertaken by Landlord (the "Change Orders") will be those requested by the Tenant and mandated by Law and applicable building code requirements for public charter schools in the City of Chubbuck and the State of Idaho. Landlord will apprise the Tenant of the cost of the Change Orders and provide documentation thereof. Change Orders are subject to Landlord's sole and absolute discretion, not to be unreasonably withheld.

(b) Tenant acknowledges and agrees that except as otherwise expressly set forth in this Lease, no representations, statements, or warranties, express or implied, as to merchantability, fitness for a particular purpose or use, or otherwise, have been made by or on behalf of Landlord in respect of the Facilities, the status of title, physical condition, income, profit potential or expenses of operation thereof, the zoning or other Laws, regulations, rules and orders applicable thereto, Impositions, private agreements, or of any other matter or thing affecting or relating to the Facilities, and that Tenant has relied on no such representations, statements or warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY TENANT OF THE FACILITIES, OR ANY PORTION THEREOF. TENANT ACKNOWLEDGES THAT LANDLORD IS NOT A MANUFACTURER OF PORTIONS OF THE FACILITIES, AND THAT TENANT IS LEASING THE FACILITIES AS IS.

**15. Entry on Facilities by Landlord.**

(a) Tenant shall permit Landlord and its authorized representatives and designees to enter the Facilities at all reasonable times upon reasonable prior notice for the purposes of: (i) inspecting the Facilities, (ii) making the Improvements described in Section 14, and (iii) making any Repairs thereto and performing any work therein that may be necessary by reason of Tenant's failure to perform the same for ten (10) days after Notice from Landlord (or without Notice in case of emergency). Nothing herein contained shall be construed as imposing any duty upon Landlord to do any work not otherwise required by the terms of this Lease. The performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same, and Landlord shall have the right to receive reimbursement in respect thereof as provided in Section 30.

(b) Landlord may, during the progress of any work at the Project performed or caused to be performed by it in accordance with this Section, keep and store thereon all necessary materials, tools, supplies and equipment. Landlord shall not be liable for reasonable inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of the constructing of Improvements or making Repairs pursuant to Section 15(a) or the performance of any such work, or on account of bringing materials, tools, supplies and equipment into or through the Facilities during the course thereof, except due to its gross negligence or willful misconduct, and the obligations of Tenant under this Lease shall not be affected thereby.

(c) Landlord and its designees shall have the right to enter the Facilities at all reasonable times during usual business hours upon reasonable prior notice for the purpose of showing the Facilities to prospective purchasers and mortgagees and, during the last two (2) years of the Term or following any Event of Default by Tenant for so long as such default remains uncured or if Tenant has vacated the Facilities for more than thirty (30) days, to prospective tenants.

(d) In exercising its right of entry pursuant to this Section 15, Landlord shall use commercially reasonable efforts to minimize any disruption of Tenant's business operations at the Facilities and at all times comply with applicable Laws pertaining to access to schools while students are present and pertaining to student health, safety and welfare.

#### **16. Estoppel Certificates.**

(a) Tenant agrees at any time and from time to time, upon request from Landlord or the holder of any Landlord's Mortgage, to execute, acknowledge and deliver, without charge, to Landlord or to any Person designated by Landlord or the holder of any Landlord's Mortgage, a statement in writing certifying that: (i) this Lease is unmodified (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof); (ii) Tenant has not received any Notice of default or Notice of termination of this Lease (or if Tenant has received such a Notice, that it has been revoked, if such be the case); (iii) to the best of Tenant's knowledge, that no Event of Default exists hereunder (or if any such Event of Default does exist, specifying the same and stating that the same has been cured, if such be the case); (iv) that Tenant has no claims or offsets against Landlord hereunder (or if Tenant has any such claims or offsets, specifying the same); (v) the dates to which Rent payable by Tenant hereunder has been paid; and (vi) such other information as may be reasonably requested by Landlord or the holders of any Landlord's Mortgage and can be supplied by Tenant without unreasonable expense. Failure to timely deliver the foregoing estoppel certificate shall constitute an Event of Default under this Lease.

(b) Landlord agrees at any time and from time to time, upon not less than fifteen (15) days' Notice by Tenant, to execute, acknowledge and deliver, without charge, to Tenant, or to any Person designated by Tenant, a statement in writing certifying that: (i) this Lease is unmodified (or if there be modifications, identifying the same by the date thereof and specifying the nature thereof); (ii) that no Notice of default or Notice of termination of this Lease has been served on Tenant (or if Landlord has served such Notice, that the same has been revoked, if such be the case); (iii) that to Landlord's knowledge, no Event of Default exists under this Lease (or if any such Event of Default does exist, specifying the same); (iv) the dates to which Rent has been paid by Tenant; and (v) any other document required by law to be delivered to Tenant by Landlord.

#### **17. Assignment and Subletting.**

(a) The Landlord's rights under this Lease, including rights to receive and enforce payments hereunder, have been assigned to the Lender pursuant to the Loan Agreement and secondarily from Landlord to the lender of the Subordinate Note.



(b) This Lease may not be assigned or otherwise transferred, directly or indirectly, by operation of law or otherwise, by the Tenant for any reason. However, the Facilities may be subleased, as a whole or in part, by Tenant only with the prior written consent of Landlord.

(c) The Tenant agrees that except for the Permitted Encumbrances and the Tenant's right to sublease pursuant to Section 17(b), Tenant shall not mortgage, sell, assign, transfer or convey the Facilities, any portion thereof or its interest therein during the Term.

(d) Nothing in this Section 17 is intended to prevent Tenant from allowing use of portions of the charter school for events by other organizations for a fee, so long as such use is in the ordinary course of business for a public school and in compliance with the requirements of Tenant's Charter.

### **18. Indemnification; Subrogation.**

(a) Tenant shall indemnify and save Landlord, Lender, and their respective successors, assigns, trustees, directors, officers, employees, agents, contractors, subcontractors, licensees, and invitees (collectively referred to in this Section 18 as "Indemnified Parties"), harmless from and against, and shall reimburse the Indemnified Parties for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, in contract or otherwise, including reasonable architects' and attorneys' fees and costs, which may be imposed upon or incurred or paid by or asserted against the Indemnified Parties or the Indemnified Parties' interest in the Facilities by reason of or in connection with any of the following occurring during the Term, which shall not be affected by any assignment by or among the Indemnified Parties:

(1) The completion of any Tenant Alterations and anything done in, on or about the Facilities or any part thereof in connection therewith;

(2) The use, non-use, possession, occupation, condition, operation, maintenance or management of the Facilities, or any part thereof, or, to the extent that Tenant is legally responsible therefor, any street, alley, sidewalk, curb, passageway or space adjacent thereto;

(3) Any negligent or tortious act on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees;

(4) Any accident, injury, death or damage to any Person or property occurring in, or about the Facilities or, to the extent that Tenant is legally responsible therefor, any part thereof of any street, alley, sidewalk, curb, passageway or space adjacent thereto;

(5) Any failure on the part of Tenant to perform or comply with any of the Provisions contained in this Lease on its part to be performed or complied with, including all instances where Tenant's failure to perform results in a breach of any agreement to which any Indemnified Party is a party;

(6) Any violation of Law, including but not limited to, Environmental Law and Environmental Requirements;

(7) Any liabilities incurred by an Indemnified Party in connection with the Loan or the Subordinate Note, except to the extent caused by the gross negligence or willful misconduct of the applicable Indemnified Party; or

(8) Any violation of the Permitted Encumbrances by Tenant, its officers, employees or agents.

(b) Nothing contained in Section 18(a) shall be deemed to require Tenant to indemnify Landlord for any acts or omissions of Landlord, its agents, contractors, servants, employees, licensees or invitees at the Facilities, or breach of this Lease by Landlord, except to the extent covered by Tenant's insurance obligations under Section 10.

(c) In case any action or proceeding is brought against Landlord by reason of any claim referred to in Section 18(a), Tenant, upon Notice from Landlord, shall, at Tenant's expense, indemnify, resist, and defend such action or proceeding, in Landlord's name, if necessary, by counsel for the insurance company, if such claim is covered by insurance, otherwise by counsel approved by Landlord, which approval shall not be unreasonably withheld or delayed. Landlord agrees to give Tenant prompt Notice of any such claim or proceeding.

(d) The Provisions of this Section 18 shall not in any way be affected by the absence in any case of any covering insurance or by the failure or refusal of any insurance company to perform any obligation on its part. If any Provision of this Lease requires that either Landlord or Tenant provide indemnification to the other with respect to any claim or liability identified therein, the indemnified party shall promptly give Notice of any such claim or liability to the indemnifying party and said indemnifying party shall have the right to participate in the prosecution and/or settlement of any such claim or liability.

(e) Notwithstanding any contrary Provision contained in this Lease, Landlord and Tenant hereby each waive and release all liability against the other for any claims, losses or damages relating to property and caused by fire or other insurable property peril that may have been caused by the fault or neglect of the other party or anyone for whom the other party may be legally responsible, to the extent insured by either party hereunder or required to be insured by the claimant party to this Lease, and accordingly do hereby release each other from any and all liabilities and responsibilities and all rights of action against the other or owing to the other or anyone else claiming through or under or by way of subrogation or otherwise, for any loss or damage to property caused by fire or property peril to the extent insured by either party hereunder or required to be insured by the claimant party to this Lease, that may have been caused by the fault or neglect of the other party or anyone for whom the other party may be legally responsible. To the extent of any deductibles carried by either party with respect to any insurance coverage obtained, the foregoing waivers of liability and of subrogation shall be operative to the same extent as if third party insurance (with appropriate clauses permitting a waiver of subrogation or liability) had been provided. Landlord and Tenant agree, further, that the "all-risk" policies, and other insurance covering the Premises or the contents, furniture, fixtures, inventory, equipment and improvements therein shall contain a waiver of subrogation in

favor of the other party and a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

**19. Default and Remedies Provisions.**

(a) The following shall each constitute an event of default ("Event of Default") hereunder:

(1) If default shall be made in the due and punctual payment to Landlord of any installment of Rent (other than Additional Rent) due under this Lease following five (5) business days' notice from Landlord specifying the amount of the late payment;

(2) If default shall be made in the due and punctual payment of any Additional Rent payable by Tenant under this Lease when and as the same shall become due and payable, or if default shall be made in the delivery of any Tenant Deliveries, and such default shall continue for a period of ten (10) business days after Notice from Landlord; or

(3) If: (i) the Facilities shall be abandoned by Tenant and Tenant shall fail to make adequate arrangements for the maintenance and security of the Facilities during the period Tenant is not occupying the Facilities or (ii) if default shall be made by Tenant in the performance of or compliance with any of the Provisions contained in this Lease other than those referred to in the foregoing subsections 19(a)(1) or 19(a)(2) or if any representation or warranty of Tenant contained herein is untrue as of the date made, and either such default shall continue for a period of 30 days after Notice thereof from Landlord to Tenant, or, in the case of a default or a contingency which is susceptible of being cured but which cannot with due diligence be cured within 30 days, if Tenant fails to commence with all due diligence within such period of 30 days to cure the same and thereafter to continuously prosecute the curing of such default with all due diligence it being intended that in connection with a default susceptible of being cured but which cannot with due diligence be cured within such period of 30 days that the time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the curing thereof continuously and with all due diligence but in no event to exceed 90 days in the aggregate; provided, however, notwithstanding the foregoing if a specific cure period is provided in another Provision of this Lease, Tenant shall not be entitled the cure period set forth in this Section 19(a)(3); or

(4) If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any present or future Federal Bankruptcy Code or any other present or future applicable Law ("Bankruptcy Law") that is not discontinued or otherwise vacated within 90 days, or shall seek or consent to or

acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Facilities, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as the same become due (collectively, "Acts of Bankruptcy"); or

(5) If within 90 days after the commencement of any proceedings against Tenant seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any Bankruptcy Law, such proceedings shall not have been dismissed, or if, within 90 days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of Tenant, or of all or any substantial part of its properties or the Facilities (other than a result of Landlord's acts unrelated to the enforcement of Landlord's rights under this Lease), such appointment shall not have been vacated or stayed on appeal or otherwise, or within 90 days after the expiration of any such stay such appointment shall not have been vacated, or if within 60 days, an execution, warrant, attachment, garnishment levied or fixed against the Facilities, or any part thereof, or against Tenant (other than as a result of Landlord's acts unrelated to the enforcement of Landlord's rights under this Lease), shall not be bonded, vacated or discharged (each of such events also being an "Act of Bankruptcy"); or

(6) If Tenant shall fail at any time to obtain and keep in full force and effect any insurance required under this Lease on the terms and conditions set forth herein, whether or not Landlord gives notice of such failure to Tenant;

(7) Any violation of the Permitted Encumbrances by Tenant, its officers, employees or agents; or

(8) A notice of probation, termination, nonrenewal, or revocation of the Charter by the Granting Authority, or any event or circumstance wherein the Charter fails to be in full force and effect for any reason.

(b) Upon the occurrence of an Event of Default, Landlord may, without any further demand or notice, exercise one or any combination of the following remedies:

(1) Terminate this Lease without any right on the part of the Tenant to reinstate its rights under this Lease by the payment of any amount due or by the performance of any obligation, term or covenant broken, and give notice to the Tenant to vacate and surrender the Facilities within 10 calendar days from the date of such notice, and if the Tenant does not surrender possession to the Landlord, the Landlord shall have the right to recover possession of the Facilities with or without legal process, breaking locks and replacing locks, and removing Tenant's and any third party's property therefrom, and making any disposition thereof as the Landlord may deem commercially reasonable;

(2) Reenter and take possession of the Facilities in accordance with applicable Law, repossess the same, expel the Tenant and those claiming through or under the Tenant, and remove the effects of both or either, using such force for such purposes as may be lawful and necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

(3) Break open locked doors, if necessary, to effect entrance, without liability to action or prosecution for damages for such entry or for the manner thereof, for the purpose of distraining or levying and or any other purposes, and take possession of and sell all goods, chattels, fixtures, furnishings and equipment of the Tenant at auction, on three (3) days' notice served in person on the Tenant or left on the Facilities, and retain the proceeds thereof on account of the Tenant's obligations hereunder; and the Tenant hereby forever remises, releases and discharges the Landlord and its respective agents, from all claims, actions, suits, damages, and penalties, for or by reason or on account of any entry, distraint, levy, appraisalment or sale;

(4) To pursue any and all other rights and remedies available under State Law, in law or in equity, including, without limitation, taking possession and selling any and all of Tenant's real or personal property upon which the Landlord or its assignees has a lien hereunder or under the Deed of Trust or Second Deed of Trust;

(5) Declare the entire balance of Rent and all other sums payable by the Tenant for the remaining Term due, payable and in arrears as if by the terms and Provisions of this Lease said balance of Rent were on that date payable in advance. Any such acceleration by the Landlord shall not constitute a waiver of any right or remedy of the Landlord;

(6) Distrain, collect or bring action for Rent and all other sums payable by the Tenant for the remaining Term as Rent in arrears, or enter judgment therefor as Rent in arrears in an amicable action as herein elsewhere provided, or file a Proof of Claim in any bankruptcy or insolvency proceeding for such Rent and other sums due, or institute any other proceedings, whether similar or dissimilar to the foregoing, to enforce payment thereof;

(7) With or without terminating this Lease, re-enter and re-possess the Facilities, or any part thereof, and lease the same to any Person upon such terms and conditions as the Landlord shall deem reasonable, for a term within or beyond the Term;

(8) Proceed as a secured party under the provisions of the Uniform Commercial Code against the collateral, in which the Landlord has a security interest;

(9) Exercise any specific remedies for breach of the covenants set forth in Sections 25 and 26, if applicable and as set forth in such sections; or

(10) Require Tenant to engage, at the Tenant's expense, an independent consultant selected by Landlord, to review and analyze the operations and administration of the Tenant, inspect the Facilities, and submit to the Tenant and Landlord written reports, and make such recommendations as to the operation and administration of the Tenant's charter school as such independent consultant deems appropriate, including any recommendation as to a revision of the methods of operation thereof. The independent consultant may recommend a management change, and in such case, the Board shall vote on the recommendation at a meeting of the Board and document such vote in the minutes; provided, however, the Board is not required to approve or implement any such management change. Except as provided in the preceding sentence, the Tenant agrees to adopt and carry out such recommendations by the independent consultant provided that such recommendations do not violate the terms of the Tenant's charter or State law as evidenced by the opinion of counsel.

(11) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Facilities under this Lease, the Loan Agreement, the Deed of Trust, or the Second Deed of Trust, as applicable.

(c) In addition to the foregoing remedies, upon the occurrence of an Event of Default under Section 19(a)(1), the Landlord may, without any further demand or notice to Tenant, enter the Facilities and market the Facilities for sale.

(d) Landlord and Tenant each agree that it will refrain from exercising any legal or equitable remedy available to it until the expiration of the applicable cure periods set out in this Lease.

(e) No failure by either party to insist upon the strict performance of any Provision of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any breach, shall constitute a waiver of any such breach or such Provision. No Provision of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every Provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(f) Except as may be otherwise provided in this Lease, in the event of any breach or if Landlord has knowledge of a threatened breach by Tenant of any of the Provisions of this Lease, Landlord shall be entitled to enjoin such breach or threatened breach.

(g) Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity and, subject to Section 19(d), the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for

in this Lease or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity. Each right and remedy of Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity and, subject to Section 19(d), the exercise or beginning of the exercise by Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Tenant of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity. Notwithstanding the foregoing, in no event shall Tenant have the right or remedy of termination of this Lease or abatement of Rent.

(h) Landlord shall not be deemed to be in default under this Lease unless (i) Tenant has given Notice to Landlord specifying the default claimed, and (ii) Landlord has failed for 30 days (or for such longer period as may be required with the exercise of due diligence) to cure such default, if curable, or to institute and diligently pursue reasonable corrective or ameliorative efforts towards a non-curable default. In the event Landlord shall fail to repair any damage or perform any other acts for which Landlord is responsible under this Lease and has had prior notice of such obligation and Tenant's intention to perform the same, or in the event Landlord's default results in an emergency or life threatening condition and such default is not promptly cured after notice from Tenant of such default and Tenant's intention to cure the same, Tenant shall have the right to perform such obligation and to receive reimbursement from Landlord of the reasonable costs associated therewith, plus interest at the Lease Interest Rate, within thirty (30) days after delivery to Landlord of invoices supporting such reimbursement claim.

(i) In the event that either Landlord or Tenant commences a suit for the collection of any amounts for which the other may be in default or for the performance of any other covenant or agreement hereunder, the prevailing party, as determined by the court having jurisdiction over the suit, shall be entitled to recover its reasonable costs and expenses, including, but not limited to, all attorneys' fees and expenses incurred in enforcing such obligations and/or collecting such amounts, as determined by such court.

(j) In addition to its other rights hereunder, in the event of a default hereunder by Tenant, Landlord shall have the right to engage a financial advisor or other consultant to review the books, records, operating procedures, staffing, management and all other aspects of Tenant, and Tenant shall permit such financial advisor or other consultant full access (to the extent permitted by law) to its books, records, facilities and personnel, and Tenant shall comply with the recommendations of such financial advisor or other consultant to effect improvement to Tenant's business and financial condition. Failure by Tenant to comply with the requirements of this paragraph shall constitute an Event of Default hereunder.

## **20. General Representations, Covenants and Warranties.**

(a) Tenant represents, covenants and warrants as follows, for the benefit of Landlord, Lender and their respective successors and assigns, which representations, covenants and warranties shall be deemed to be continuing throughout the Term:

(1) Tenant is and will remain, a non-profit corporation and a public charter school duly organized, validly existing, and its status is "active" under the laws of the State, including the Charter Schools Act, and has all requisite power and authority and all necessary licenses and permits (i) to lease the Facilities from the Landlord pursuant to this Lease and (ii) to execute, deliver and perform its obligations under this Lease.

(2) None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions of this Lease or the consummation of the transactions contemplated by this Lease, conflicts with or results in a breach of the terms, conditions or provisions of the Tenant's Charter, or of any material restriction or any agreement or instrument to which the Tenant is now a party or by which the Tenant is bound, or constitutes a default under any of the foregoing or, except as specifically provided in this Lease, the Loan Agreement or the Subordinate Note, results in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Tenant.

(3) There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Tenant, after making due inquiry with respect thereto, threatened against or affecting Tenant in any court or by or before any Governmental Authority or arbitration board or tribunal, which involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Tenant, or the ability of Tenant to perform its obligations under this Lease, or which, in any way, would adversely affect the validity or enforceability of any agreement or instrument to which Tenant is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby, nor is Tenant aware of any facts or circumstances presently existing which would form the basis for any such actions, suits, or proceedings. Tenant is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Tenant have been duly filed.

(4) The execution and delivery by Tenant of this Lease, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the Provisions hereof (i) are within the power, legal right, and authority of Tenant, (ii) do not conflict with or constitute on the part of Tenant a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (except as set forth herein) upon any property of Tenant under the provisions of any bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Tenant is a party or by which Tenant or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over Tenant, or any of its activities or properties, and (iii) have been duly authorized by all necessary



and appropriate corporate action on the part of Tenant. This Lease is the valid, legal, binding, and enforceable obligation of Tenant, subject to the customary exceptions for bankruptcy and the application of equitable remedies. The officers of Tenant executing this Lease are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of Tenant.

(5) Tenant, in connection with the execution, delivery, and performance of this Lease, and the consummation of any transaction contemplated herein, has obtained all required consents, registrations, qualifications, approvals, permissions, orders, licenses, and/or authorizations with any and all Governmental Authorities.

(6) No event has occurred and no condition exists that would constitute an Event of Default or which, with the lapse of time or with the giving of notice or both, would become an Event of Default. The Tenant will deliver prompt written notice to the Landlord of the occurrence or existence of any event or state of facts which, with the passage of time or the giving of notice or both, would constitute an Event of Default under this Lease.

(7) Tenant is not in violation of any laws, ordinances, or governmental rules or regulations to which it is subject and Tenant has not failed to obtain any licenses, Permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits and conditions (financial or otherwise) of Tenant.

(8) To the best knowledge of the Tenant, except as disclosed in writing to the Landlord and Lender: (i) the Facilities has at all times been operated in substantial compliance with all Laws; (ii) all Permits required by Law in respect of the Facilities have been or will be obtained and are in full force and effect and the Tenant is or will be in substantial compliance with the material terms and conditions of such Permits; (iii) there is no pending litigation, investigation, administrative or other proceeding of any kind before or by any Governmental Authority or other Person relating to, or alleging, any violation of any Law in connection with the Facilities and there are no grounds on which any such litigation, investigation or proceedings might be commenced against the Tenant; (iv) the Facilities is not subject to any judgment, injunction, writ, order or agreement respecting any Law; (v) there is no Hazardous Substance located on, in or under the Facilities in violation of any Law; (vi) there has been (to Tenant's actual knowledge) no disposal of any Hazardous Substance on, from, into or out of the Facilities in violation of any Law; and (vii) there has been (to Tenant's actual knowledge) no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any Hazardous Substance into the indoor or outdoor environment from, into or out of the Facilities including, but not limited to, the movement of any such items through or in the air, soil, surface water, ground water from, into

or out of the Facilities or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Facilities in violation of any Law.

(9) The Tenant is currently in compliance with and in the future will comply with all applicable federal and state nondiscrimination laws.

(10) The Tenant is an organization described in Section 501(c)(3) of the Code that is exempt from federal taxation under Section 501(a) of the Code. The Tenant is, and has received a determination letter classifying it as, an organization (i) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code (except with respect to “unrelated business taxable income” within the meaning of Section 512(a) of the Code) and (ii) which is not a “private foundation” as defined in Section 509(a) of the Code. Such determination letter has not been modified, limited, revoked or superseded. The Tenant has not received any indication or notice, written or verbal, from representatives of the Internal Revenue Service (the “IRS”) to the effect that its exemption under Section 501(c)(3) of the Code has been modified, limited, revoked, or superseded, or that the IRS is considering modifying, limiting, revoking or superseding such exemption. The Tenant is in compliance with all of the terms, conditions and limitations, if any, contained in its determination letter. There has been no change in the facts and circumstances represented to the IRS as a basis for receiving, and which formed the basis on which the IRS issued, the determination letter relating to the Tenant’s status as an organization described in Section 501(c)(3) of the Code and as an organization which is not a “private foundation” as defined in Section 509 of the Code of a nature or to a degree as would warrant any action by the IRS to modify, limit, revoke or supersede such determination letter of the Tenant. No administrative or judicial proceedings are pending or threatened which may, in any way, adversely affect the classification of the Tenant as an organization (i) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code and (ii) which is not a “private foundation” as defined in Section 509 of the Code.

(11) Neither the representations of the Tenant contained in this Lease, nor any oral or written statements, furnished by the Tenant, nor written statements furnished on behalf of the Tenant, to the Landlord, Lender, or any other Person in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Tenant has not disclosed to the Landlord and Lender in writing that materially and adversely affect or in the future may (so far as the Tenant can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Tenant, or the ability of the Tenant to perform its obligations under this Lease or any documents or transactions contemplated hereby or thereby.

(12) Tenant currently has or will secure all necessary Permits, consents, licenses and authorizations for the operation of the school from all appropriate Governmental Authorities, agencies, departments and bureaus which Permits, consents, licenses and authorizations shall be maintained for the Term.

(13) Except as set forth herein, there are no currently effective Uniform Commercial Code financing statements naming Tenant as debtor, except as shall have been disclosed by Tenant to Landlord prior to the effective date hereof.

(14) Tenant shall notify Landlord in writing of the engagement of any educational management organization or charter management organization.

(15) Tenant covenants and affirms that: (i) Tenant has been granted "charter school" status under the applicable Laws of the State and is entitled to operate a charter school at the Facilities; (ii) Tenant has no reason to believe that its Charter will not be renewed in accordance with and as required by applicable Laws of the State and Tenant shall timely make application to the Granting Authority to renew the Charter prior to its expiration and at the required intervals thereafter in order to keep its Charter valid and remain in good standing with the Granting Authority; (iii) Tenant's Charter is in full force and effect; (iv) Tenant is in compliance with all applicable terms and provisions of its Charter and all applicable Laws and requirements of the State and the Granting Authority; (v) each and every other charter of Tenant is in good standing and has not been revoked nor is any revocation or suspension pending or threatened; (vi) without the prior written consent of Landlord, Tenant shall not modify or amend its Charter, which consent shall not be unreasonably withheld or delayed; and (vii) Tenant will provide written notice to Landlord immediately (not later than 3 days) in the event the Tenant receives notice that the Tenant's Charter is being recommended for revocation, revoked, not renewed or proceedings are commenced with respect to a revocation. Additionally, Tenant must obtain approval from Landlord, not to be unreasonably withheld, before operating any new public charter school campuses in the State under the same Charter.

(16) Tenant covenants and agrees not to perform any act or enter into any agreement that causes any revocation or adverse modification of its status as a nonprofit charter school and organization described in Section 501(c)(3) of the Code, or carry on or permit to be carried on in the Facilities or permit the Facilities to be used for any trade or business, the conduct of which is not substantially related to the exercise or performance by Tenant of the purposes or functions constituting the basis for its exemption under Section 501(c)(3) of the Code if such use would result in the loss of Tenant's exempt status under Section 501(c)(3) of the Code.

(17) Without the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant shall not acquire any other real or personal property (that is not in the approved budget for a given year and that exceeds a fair market value of \$25,000 for any single item of personal property) or enter

into, amend, modify and/or extend any lease for other real or personal property (that is not in the budget for a given year and that exceeds a fair market value of \$25,000 for any single item of personal property), except that Tenant shall be permitted to enter into capital leases relating to tangible personal property that will be located at the Facilities and used in school operations not to exceed the Permitted Subordinate Indebtedness.

(18) Except for the Permitted Subordinate Indebtedness, Tenant shall not enter into any new loans or other financing, and shall not amend, modify, and/or extend any currently outstanding loans or other financing. Without the prior written consent of Landlord, Tenant shall not mortgage or otherwise encumber any of its assets, including, but not limited to, all real property, personal property, and accounts receivable.

(19) Tenant may be required by any of Landlord's lenders to maintain its principal depository relationship with it and/or deposit per pupil payments into a "Controlled Account" to ensure first priority payment of the Rent. Landlord shall use commercially reasonable efforts to cause each such lender to permit Tenant to maintain its principal depository relationship with a reputable bank that has a safe physical branch in a location convenient to Tenant. Without the prior written consent of Landlord, Tenant shall not close or move the Controlled Account.

(20) Tenant will execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the parties' intent in entering into this Lease including, but not limited to, execution and delivery of advance certificates.

(21) Tenant covenants and agrees to fully comply with, perform under, and abide by all agreements, obligations, requirements, and conditions imposed on Landlord or running with or in connection with the Facilities pursuant to the Permitted Encumbrances, or otherwise, including, but not limited to, any use and maintenance requirements set forth in the Permitted Encumbrances, including such agreements, obligations, requirements, and conditions that require maintenance and care of adjacent property.

(22) Tenant covenants and agrees not to participate in the State's advanced charter payment schedule.

(b) Landlord represents, covenants and warrants as follows, for the benefit of Tenant, which representations, covenants and warranties shall be deemed to be continuing throughout the Term:

(1) Landlord is duly organized, existing and in good standing under the laws of the State, is possessed of full power to purchase, own, hold and lease (as owner and Landlord) real and personal property, has all necessary power to lease the Facilities to the Tenant pursuant to this Lease and to execute, deliver and

perform its obligations under this Lease and has duly authorized the execution, delivery and performance of its obligations under this Lease.

(2) The Landlord shall at all times maintain, preserve, and renew all the rights and powers provided to it under its certificate of organization, operating agreement, action of its governing body and applicable Law.

(3) There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Landlord, after making due inquiry with respect thereto, threatened against or affecting Landlord in any court or by or before any Governmental Authority or arbitration board or tribunal, which involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Landlord, or the ability of Landlord to perform its obligations under this Lease, or which, in any way, would adversely affect the validity or enforceability of any agreement or instrument to which Landlord is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby, nor is Landlord aware of any facts or circumstances presently existing which would form the basis for any such actions, suits, or proceedings. Landlord is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal.

(4) The execution and delivery by Landlord of this Lease, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the Provisions hereof (i) are within the power, legal right, and authority of Landlord, (ii) do not conflict with or constitute on the part of Landlord a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (except as set forth herein) upon any property of Landlord under the provisions of any bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Landlord is a party or by which Landlord or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over Landlord, or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Landlord. This Lease is the valid, legal, binding, and enforceable obligation of Landlord, subject to the customary exceptions for bankruptcy and the application of equitable remedies. The designated official of Landlord executing this Lease is fully authorized and empowered to execute the same for and on behalf of Landlord.

(5) The Facilities will be leased by the Landlord in accordance with all requirements of Law.

(6) Neither the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions hereof, or the consummation of the

transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Landlord is now a party or by which the Landlord is bound or constitutes a default under any of the foregoing.

(7) Except as specifically provided in the Loan Agreement and this Lease, the Landlord will not assign this Lease, its rights to payments from the Tenant or its duties and obligations hereunder or thereunder to any other Person.

**21. Loan Specific Covenants.** Tenant represents, covenants and warrants as follows, for the benefit of Landlord, Lender and their respective successors and assigns, which representations, covenants and warranties shall be deemed to be continuing throughout the Term:

(a) Tenant will entertain a proposal from the Depository Bank to provide operating and reserve accounts.

(b) Tenant will provide Lender with copies of all material correspondence with the Granting Authority and Landlord, including enrollment reports and financial reports.

(c) Tenant shall not use, occupy, or permit the use or occupancy of the Facilities by Tenant or any licensee, permittee, agent, or any other person in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana.

(d) Following written notice from Landlord, Tenant agrees to comply with any additional covenants required by the Loan Agreement that are reasonable and customary for this type of transaction and that do not materially change the obligations of Tenant hereunder.

**22. Financial Statements; Reports; Annual Certificate.**

(a) Maintenance of Books and Accounts. The Tenant agrees that it will maintain and make available to Landlord and Lender proper books of records and accounts of all of its operations with full, true and correct entries of all of its dealings substantially in accordance with practices generally used for public school accounting and such other data and information as may reasonably be requested by Landlord and Lender from time to time. The recipients of such books and records shall not further reproduce or distribute such books and records.

(b) The Tenant agrees that it will have its books and records audited annually, commencing with the Fiscal Year ending June 30, 2020, by an Accountant as soon as practicable after the close of such Fiscal Year and no later than 210 days after the end of each Fiscal Year, and shall furnish to the Landlord simultaneously with submission to the Office of the State Auditor, a copy (which may be sent electronically) of the annual audited financial report (together with any management letter delivered by the auditors) accompanied by a certificate signed by an authorized representative of the Tenant setting forth, to the best of the authorized

representative's knowledge, whether or not the Tenant currently is, or has been during such Fiscal Year, in default of the performance of any covenant contained in this Lease and if so, specifying such default. Each annual audited financial report shall demonstrate whether the Tenant is in compliance with the financial covenants contained herein.

(c) The Tenant shall provide to Landlord and Lender the information set forth on **Schedule E**.

**23. [reserved]**

**24. Limitations on Incurrence of Additional Indebtedness.** The Tenant shall not incur any Indebtedness, other than the Permitted Subordinate Indebtedness, that is secured in any manner by Gross Revenues without the prior written consent of Landlord.

**25. Coverage Ratio Covenant.** The Tenant shall maintain a Lease Coverage Ratio in an amount equal to at least 1.0. The covenant made in this Section 25 may be tested monthly by Landlord or Lender.

In the event that the Lease Coverage Ratio is less than 1.0 on any testing date, the Landlord or Lender may require Tenant to engage, at the Tenant's expense, an independent consultant selected by Landlord, to review and analyze the operations and administration of the Tenant, inspect the Facilities, and submit to the Tenant and Landlord written reports, and make such recommendations as to the operation and administration of the Tenant's charter school as such independent consultant deems appropriate, including any recommendation as to a revision of the methods of operation thereof. The Independent Consultant may recommend a management change, and in such case, the Board shall vote on the recommendation at a meeting of the Board and document such vote in the minutes; provided, however, the Board is not required to approve or implement any such management change. Except as provided in the preceding sentence, the Tenant agrees to adopt and carry out such recommendations by the Independent Consultant provided that such recommendations do not violate the terms of the Tenant's charter or State law as evidenced by the opinion of counsel.

**26. Enrollment Covenants.** Commencing in the second Lease Year and continuing for the Term, Tenant shall observe and comply with each of the enrollment benchmarks as set forth and described in **Schedule F**, attached hereto and incorporated herein. The covenant made in this Section 26 shall be tested annually on or before September 30 for the twelve-month period immediately preceding such testing date, at which time Tenant is required to deliver to Landlord evidence of current compliance with the requirements set forth in **Schedule F**. So long as the Tenant is otherwise in full compliance with its obligations under this Lease, it shall not constitute an Event of Default if the Tenant is not in compliance with the enrollment requirement set forth in **Schedule F** on any testing date as described above. Notwithstanding the foregoing, in the event that the Tenant's enrollment is less than ninety-five percent (95%) of the enrollment benchmark set forth in **Schedule F** on any two consecutive testing dates, an Event of Default shall be deemed to have occurred hereunder.

**27. Invalidity of Particular Provisions.** If any Provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or

unenforceable, the remainder of this Lease, or the application of such Provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each Provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

**28. Notices.**

(a) All notices, requests, demands, consents, approvals and other communications which may or are required to be served or given hereunder (“Notices”) shall be in writing and shall be personally delivered with a receipt signed by the recipient or sent by a nationally recognized courier service providing evidence of delivery addressed as follows:

If to Landlord: Building Hope Yellowstone Highway, LLC  
c/o Building Hope...A Charter School Facilities Fund  
910 17th Street NW, Suite 1100  
Washington, D.C. 20006  
Attn: Michael D’Alessandro, General Counsel

with a copy to: Givens Pursley LLP  
601 W Bannock  
Boise, ID 83702  
Attn: Kimberly D. Maloney

If to Tenant: Gem Prep: Pocatello, Inc.  
PO Box 86  
Deary, Idaho 83823  
Attn: Barb Femreite

with a copy to: Yorgason Law Offices, PLLC  
6200 N. Meeker Place  
Boise, ID 83713  
Attn: Christopher E. Yorgason

Either party may, by Notice, change its address for all subsequent Notices, except that neither party may require Notices to it to be sent to more than four addresses. Notice given by counsel for a party shall be deemed Notice by such party.

(b) Except where otherwise expressly provided to the contrary in this Lease, Notices shall be deemed given when received or, when delivery is refused.

(c) All Notices from either party made pursuant to this Lease shall also be provided, in accordance with the above Notice procedures above, to:

Bluum, Inc.  
Attn: Marc Carignan  
1010 W Jefferson St, Suite 201  
Boise, ID 83702



**29. Quiet Enjoyment.** Landlord covenants that Tenant, upon paying Rent when due and observing and keeping all Provisions of this Lease on its part to be observed and kept, shall quietly have and enjoy the Facilities during the Term of this Lease, without hindrance or molestation by Landlord, or anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations, and Provisions of this Lease.

**30. Landlord's Right to Perform Tenant's Covenants.**

(a) If Tenant shall at any time fail to pay any Imposition in accordance with the Provisions of Section 5 hereof, or to take out, pay for, maintain or deliver any of the insurance policies to be provided by Tenant in Section 9 hereof, or shall fail to make any other payment on its part to be made, then Landlord (without Notice in the case of insurance requirements and with five days' Notice in the case of Impositions), and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to):

(1) Pay any Imposition payable by Tenant pursuant to the Provisions of Section 5 hereof; or

(2) Take out, pay for and maintain any of the insurance policies to be provided by Tenant in Section 9 hereof; or

(3) Make any other payments on Tenant's part to be made as provided in this Lease; and

(4) May enter upon the Facilities for any such purpose and take all reasonable action thereon as may be necessary therefor.

(b) All sums so paid by Landlord, and all reasonable costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon at the Lease Interest Rate from the respective dates of Landlord making of each such payment or incurring of each such cost and expense, shall be paid by Tenant to Landlord on demand as Additional Rent hereunder, and Landlord shall not be limited in the proof of any damages which they may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the minimum amount of insurance required by the Provisions of this Lease, and damages, costs and expenses of suit suffered or incurred by reason of damage to, or destruction of, the Improvements occurring during any period when Tenant shall have failed or neglected to provide such insurance.

**31. Landlord's Right to Mortgage, Sell or Assign Rents.**

(a) Landlord shall have the right at any time and from time to time to place one or more deeds of trust or mortgages, including but not limited to the Deed of Trust and the Second Deed of Trust, on all or any part of the Facilities (all such deeds of trust and mortgages

and any increases, renewals, modifications, consolidations, refinancings, replacements and extensions thereof being collectively called "Landlord's Mortgages"). It is understood and agreed that wherever in this Lease Tenant may be required to make any policies of insurance payable to the holder of any of Landlord's Mortgages, such requirements shall apply to the holder of any Landlord's Mortgage of which Landlord gives Tenant Notice, but (as to insurance) only to the extent of Landlord's entitlement to such proceeds under the Provisions of this Lease.

(b) Except as otherwise provided in this Section 31(b), nothing contained in this Lease shall be deemed in any way to limit, restrict or otherwise affect Landlord's absolute right at any time or times to convey its interest in the Facilities, subject to this Lease, or to assign its interest in this Lease, or to assign from time to time the whole or any portion of Rent at any time paid or payable hereunder by Tenant to Landlord, to a transferee which assumes in writing Landlord's obligations under this Lease and is designated by Landlord in a Notice to Tenant, and in any such case Tenant shall pay Rent payable by Tenant to Landlord, or the portion thereof so assigned, subject to the Provisions of this Lease, to Landlord's designee at the address mentioned in any such Notice. In addition, Landlord may assign this Lease and sums due hereunder, for collateral purposes, from time to time without notice to or consent from Tenant.

### **32. Subordination and Non-Disturbance.**

(a) Subject to Section 31, Tenant accepts this Lease subject and subordinate to any Landlord's Mortgage. This clause shall be self-operative and no further instrument of subordination shall be required. In the event Tenant fails to execute a subordination document consistent with this Section 32 within ten (10) business days of receipt of a request by Landlord and Tenant provides no reasonable objection to Landlord's request, Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any Landlord's Mortgage, and Tenant agrees upon demand to execute such further instruments subordinating this Lease, acknowledging the subordination of this Lease or attorning to the holder of any such Landlord's Mortgage as Landlord may request. If any Person shall succeed to all or part of Landlord's interests in the Facilities whether by purchase, foreclosure, deed-in-lieu of foreclosure, power of sale, termination of lease or otherwise, and if and as so requested or required by such successor-in-interest, Tenant shall, without charge, attorn to such successor-in-interest, provided said successor-in-interest shall agree that so long as no uncured Event of Default exists under this Lease, Tenant's right to quiet possession shall not be disturbed and the terms of this Lease shall remain unchanged. Tenant shall promptly execute and deliver one or more agreements reasonably requested by the holder of any such Landlord's Mortgage in form and substance common in the commercial mortgage lending industry.

(b) If at any time during the term of this Lease the tenant enters into a contract with an educational management organization ("EMO") or charter management organization ("CMO"), such contract shall provide that the EMO or CMO shall: (i) bill the Tenant for services provided six (6) months in arrears; (ii) subordinate all management fees to Fixed Rent throughout the Term such that the management fees will not be paid if Fixed Rent payments cannot be made timely and in full; and (iii) in the event a management fee is paid, and thereafter Tenant is unable to make a payment of Fixed Rent during the same fiscal year, the manager shall repay any such management fee to Landlord in full or in the amount equal to the Fixed Rent deficiency, whichever is less.

**33. Unavoidable Delays.** Except for the obligation to pay Rent which shall continue, whenever a party is required to perform an act under this Lease by a certain time, said time shall be deemed extended so as to take into account events of Unavoidable Delays.

**34. Obligations Absolute; Application of Payments.** All Rent, including but not limited to Fixed Rent, Additional Rent and all other sums payable by Tenant pursuant to this Lease are the absolute and unconditional obligations of Tenant, and shall not be subject to set-off, deduction, counterclaim or abatement, and except as expressly set forth to the contrary in this Lease, Tenant shall not be entitled to any credit against such payment obligations for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Facilities or any part thereof; (iii) any restriction or interference with Tenant's use of the Facilities; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Facilities or any part thereof; or (v) any dispute between Tenant and Landlord, any vendor or manufacturer of any part of the Facilities, or any other Person.

**35. Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, all such counterparts together shall constitute one and the same instrument, and signature pages from one counterpart may be removed and added to another counterpart to create a single, integrated counterpart with all necessary signatures.

**36. Provisions Deemed Conditions and Covenants.** All of the terms, covenants, agreements, limitations, conditions and provisions of this Lease (collectively, "Provisions") shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate Provision hereof.

**37. Reference to Termination.** Any reference herein to the termination of this Lease shall be deemed to include any termination hereof by Expiration, or pursuant to Sections 11 or 19 hereof, or otherwise.

**38. No Waste.** Tenant shall not do or suffer any waste to the Facilities or any part thereof.

**39. Captions and Construction.**

(a) The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Lease nor in any way shall affect this Lease or the construction of any Provision hereof.

(b) The terms "include," "including" or words of like import shall be construed as meaning "including, without being limited to."

(c) Wherever the context so requires in this Lease, the neuter gender includes the masculine and/or feminine gender, and the singular number includes the plural.

(d) The phrase "provided no default [or Event of Default] shall exist hereunder . . ." and any similar phrase shall be construed in this Lease as meaning "provided no uncured default [or Event of Default] exists as to the payment of a liquidated sum of money, and no other uncured default [or Event of Default] exists as to which Landlord has notified Tenant;

however, if any such default [or Event of Default] exists and is later cured within the applicable time period set forth in this Lease, but in any event before the Expiration of this Lease, all remaining rights of Tenant hereunder shall be restored, including but not limited to the right to receive funds or proceeds but for such default [or Event of Default].”

**40. No Partnership or Joint Venture.** Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other Person, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other Person.

**41. Oral Change or Termination.** This Lease and the documents referred to herein contain the entire agreement between the parties pertaining to the subject matter hereof, and no modification, change or discharge of any term or Provision herein shall be effective unless the same is in writing and signed by Landlord and Tenant. This Lease cannot be changed or terminated orally.

**42. Successors and Assigns.** The Provisions in this Lease shall bind and inure to the benefit of Landlord and Tenant, and, except as otherwise provided in this Lease, their respective legal representatives, executors, successors and assigns

**43. [Reserved]**

**44. Governing Law.** This Lease shall be governed by, and interpreted under, the laws of the State, without regard to conflict of laws principles.

**45. SUITS BY TENANT.** TENANT HEREBY COVENANTS THAT, PRIOR TO THE FILING OF ANY SUIT FOR AN ALLEGED DEFAULT BY LANDLORD HEREUNDER, IT SHALL GIVE ALL MORTGAGEES WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES ON THE FACILITIES (TOGETHER WITH THEIR RESPECTIVE NOTICE ADDRESSES), NOTICE AND TIME TO CURE SUCH ALLEGED DEFAULT BY LANDLORD AS PROVIDED IN THIS LEASE, MEASURED FROM THE DATE OF RECEIPT OF NOTICE.

**46. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO SUITS BY TENANT FOR ANY MONETARY DAMAGES OR JUDGMENT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE FACILITIES (INCLUDING RENTAL INCOME AND THE PROCEEDS FROM THE SALE OF THE FACILITIES), AND TENANT AGREES TO LOOK SOLELY TO LANDLORD’S INTEREST IN THE FACILITIES FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT LANDLORD SHALL NOT BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY.

**47. Property Purchase Option.** Any time following the second (2<sup>nd</sup>) anniversary of the Loan Closing (the “Property Option Period”), Tenant shall have the option to purchase the Facilities (the “Property Option”) in accordance with the following terms and conditions:

(a) Tenant shall exercise the Property Option by delivering written notice (the "Property Option Notice") to Landlord at any time during the Property Option Period. The Property Option Notice shall specify at least five alternative dates for closing, which shall be not fewer than thirty days and not more than one hundred twenty days following the date upon which the Property Option Notice is deemed received by Landlord. Within ten days of receipt, Landlord shall respond to the Property Option Notice and specify its preferred closing date (the "Property Closing Date").

(b) The purchase price of the Facilities ("Property Purchase Price") pursuant to the Property Option shall be equal to the Total Project Costs as of the Property Closing Date.

(c) The closing pursuant to the Property Option shall be conducted through an escrow established at a title company or title agent acceptable to Landlord. All deliveries shall be deposited in escrow and all closing deliveries and disbursements shall be made through the escrow. At closing, each party shall pay its own legal fees. Landlord shall pay the cost of removing any title exceptions which are not permitted in Section 47(e) below. All other closing costs (including escrow fees, title insurance premiums, documentary stamps on the deed, recording fees, mortgage financing costs, including stamp and intangibles taxes) shall be paid by Tenant. There shall be no proration of taxes or other expenses. At closing, any Rent payable by Tenant shall be prorated (with any Rent paid by Tenant attributable to the period from and after the Property Closing Date to be credited against the Property Purchase Price).

(d) The absence of any Event of Default, or event or circumstance which would, with the passage of time or the giving of notice, or both, constitute an Event of Default under this Lease, and the absence of any taking, order of taking, or other proceeding or notice of eminent domain by any Governmental Authority with respect to the Facilities (in whole or in part), shall be conditions precedent to both the effectiveness of any Property Option Notice (as of the date thereof) and the closing of the acquisition of the Facilities (as of the date thereof). If there is any breach or Event of Default under this Lease, or any such proceeding or notice of proceeding as of the scheduled Property Closing Date, Landlord shall have the right to revoke the exercise of the Property Option, in which event Landlord shall have no obligation to sell to Tenant, and Tenant shall have no right to purchase from Landlord.

(e) Landlord shall convey to Tenant (or Tenant's designee) fee simple title to the Facilities by special warranty deed (warranting title by, through or under Landlord, but not otherwise) subject to all taxes and other assessments, reservations in patents, easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, liens, claims, and to all matters appearing on the Facilities, any matters created by or through Tenant and those matters which a correct survey would show. Tenant may not revoke its election to exercise the Property Option, unless Tenant gives notice to Landlord at any time before the closing and if: (i) the Facilities are materially damaged by casualty, (ii) the Facilities suffer environmental contamination not caused by Tenant, its agents, contractors, employees, subtenants, customers or invitees, or (iii) any condemnation has occurred or is pending or threatened which in Tenant's commercially reasonable opinion could materially, adversely affect the use of the Facilities for Tenant's intended purposes. In the event of such revocation, or of any failure of Tenant to close for any reason (other than nonperformance by

Landlord) Tenant's Property Option shall terminate and be of no further force and effect, and this Lease shall continue in full force and effect as if such Property Option had not existed.

(f) THE FACILITIES SHALL BE CONVEYED TO AND ACCEPTED BY TENANT (OR TENANT'S DESIGNEE) IN "AS IS" CONDITION IN ALL RESPECTS, IT BEING AGREED THAT LANDLORD HAS NOT MADE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER PERTAINING TO THE FACILITIES, THE CONDITION THEREOF, THE VALUE THEREOF, THE SUITABILITY FOR TENANT'S INTENDED USE, OR ANY OTHER MATTER WHATSOEVER, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE DEED, AND LANDLORD SHALL HAVE NO OBLIGATION TO MAKE OR REMOVE ANY IMPROVEMENTS WHATSOEVER WITH RESPECT TO THE FACILITIES.

(g) If Tenant exercises the Property Option and fails to close on the purchase of the Facilities for any reason other than a default by Landlord or a revocation of the exercise of the Property Option as expressly provided herein, then the Property Option shall terminate and be of no further force and effect, and this Lease shall continue in full force and effect in all other respects. Any termination of this Lease prior to the expiration of the Property Option Period shall terminate the Property Option.

[end of text; signature page(s) follow]

Landlord and Tenant have executed this Lease as of the Lease Date.

**LANDLORD:**

BUILDING HOPE YELLOWSTONE  
HIGHWAY, LLC,  
an Idaho limited liability company

By: BUILDING HOPE REAL ESTATE  
DEVELOPMENT FOUNDATION, a District  
of Columbia nonprofit corporation, its sole  
member

By:



\_\_\_\_\_  
Paul R. Leleck, Chief Financial Officer

**TENANT:**

GEM PREP: POCA TELLO INC.,  
an Idaho non-profit corporation

By: Barbara A. Fermeik  
Name: Barbara A. Fermeik  
Title: CEO



**SCHEDULE A  
LEGAL DESCRIPTION OF PROPERTY**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BEING MARKED BY RAILROAD SPIKE, AS DESCRIBED IN CORNER PERPETUATION AND FILING RECORD IN BANNOCK COUNTY UNDER INSTRUMENT NO. 20520373;

THENCE NORTH 00°15'46" WEST, (BASIS OF BEARING PER CENTRAL MERIDIAN OF THE IDAHO STATE PLANE COORDINATE SYSTEM) ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 1330.27 FEET, TO THE SOUTH 1/16 CORNER ON THE WEST LINE OF SAID SECTION 10, MARKED BY A 2 INCH ALUMINUM CAP INSIDE A SURVEY VAULT, CORNER PERPETUATION AND FILING RECORD IN BANNOCK COUNTY UNDER INSTRUMENT NO. 20321452;

THENCE SOUTH 89°59'33" EAST ALONG THE SOUTH 1/16 LINE OF SAID SECTION 10, A DISTANCE OF 1294.83 FEET;

THENCE SOUTH 19°56'20" EAST A DISTANCE OF 130.40 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING SOUTH 19°56'20" EAST A DISTANCE OF 60.52 FEET;  
THENCE NORTH 70°26'38" EAST A DISTANCE OF 264.17 FEET TO A POINT ON THE FACE OF THE EXISTING PINE RIDGE MALL BUILDING; THENCE ALONG THE FACE OF THE EXISTING PINE RIDGE MALL BUILDING FOR THE NEXT TWO (2) COURSES:

1) SOUTH 19°33'15" EAST A DISTANCE OF 146.57 FEET;

2) SOUTH 00°13'48" WEST A DISTANCE OF 117.92 FEET;

THENCE LEAVING SAID EXISTING BUILDING FACE AND CONTINUING NORTH 89°31'24" WEST A DISTANCE OF 68.91 FEET TO A POINT OF TANGENCY WITH A 49.50 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 00°28'36" WEST;

THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 19°59'54" WITH AN ARC LENGTH OF 17.28 FEET (THE CHORD BEARS SOUTH 80°28'39" WEST A DISTANCE OF 17.19 FEET); THENCE SOUTH 70°28'42" WEST A DISTANCE OF 235.04 FEET;

THENCE DUE SOUTH A DISTANCE OF 279.08 FEET;

THENCE NORTH 53°27'32" WEST A DISTANCE OF 400.26 FEET TO A POINT OF TANGENCY WITH A 30.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 36°32'28" EAST;

THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 53°27'32" WITH AN ARC LENGTH OF 27.99 FEET (THE CHORD BEARS NORTH 26°43'46" WEST A DISTANCE OF 26.99 FEET);

THENCE DUE NORTH A DISTANCE OF 321.98 FEET;

THENCE DUE EAST A DISTANCE 322.96 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5.20 ACRES, MORE OR LESS.

**SCHEDULE B**  
**PERMITTED ENCUMBRANCES**

1. All easements, restrictions, agreements, and encumbrances of public record as of the Lease Date, including, but not limited to, the following:

- (a) Covenants, conditions, restrictions and easements as set forth on the plat.

Name of Plat: Pine Ridge Mall Re-Plat  
Instrument: 21708589

- (b) Record of Survey

Survey No. 79-009  
Recorded: April 30, 1979  
Instrument No.: 623399

- (c) An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: Idaho Power Company  
Recorded: November 18, 1981  
Instrument No.: 678708

- (d) An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: The Mountain States Telephone and Telegraph Company  
Recorded: December 9, 1980  
Instrument No.: 680051

- (e) An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: Idaho Power Company  
Recorded: December 16, 1985  
Instrument No.: 762763

(f) Terms, conditions, and provisions of Reciprocal Easement Agreement, as it may be amended from time to time:

Between: Price Financing Partnership, L.P. and Shopko Stores, Inc.  
Dated: August 7, 1995  
Recorded: August 10, 1995  
Instrument No.: 95011571

- (h) Ordinance No. 749 by City of Chubbuck upon the terms and provisions set forth therein

Dated: October 21, 2015  
Recorded: October 22, 2015

Instrument No.: 21515032

- (i) Ordinance No. 759 by City of Chubbuck upon the terms and provisions set forth therein

Dated: August 3, 2016  
Recorded: August 23, 2016  
Instrument No.: 21611675

- (j) Assignment and Assumption of Operating Agreements

Recorded: December 13, 2013  
Instrument No.: 21320883

2. Reciprocal Easement Agreement to be entered into between Landlord and PR Mall LLC.

3. Any matter or circumstance that would be disclosed by an accurate survey or physical inspection of the Facilities.

4. A Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents for the Facilities, between Landlord, as trustor, Subordinate Lender, as beneficiary, and Pioneer Title Co. (or other legally authorized entity), as trustee.

5. A fixture filing financing statement for the Facilities naming Lender as the secured party.

6. A Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing for the Facilities, between Landlord as trustor, the Lender, as beneficiary, and Pioneer Title Co. (or other legally authorized entity), as trustee.

7. A fixture filing financing statement for the Facilities naming the Subordinate Lender as the secured party.

8. A Subordination and Standstill Agreement, among Landlord, Lender and the Subordinate Lender.

9. A Subordination, Non-Disturbance and Attornment Agreement, among the Lender, Landlord, and Tenant.

**SCHEDULE C  
FIXED RENT SCHEDULE – ESTIMATE\***

<b>Building Hope Parkside LLC Cash Flows &amp; GPP Rent Calculation</b>					
	FY19	FY20	FY21	FY22	FY23
	Construction Phase	Lease Year 1	Lease Year 2	Lease Year 3	Lease Year 4
Enrollment	186	232	344	388	438
<b>Lease Revenue</b>		<b>344,534</b>	<b>456,045</b>	<b>456,045</b>	<b>456,045</b>
Debt Service	Capitalized				
Senior	-	250,122	333,495	333,495	333,495
Subordinated	-	84,412	112,549	112,549	112,549
<b>Total Debt Service</b>	-	<b>334,534</b>	<b>446,045</b>	<b>446,045</b>	<b>446,045</b>
OPEX (Est)		10,000	10,000	10,000	10,000
<b>Total Expenses = Rent Charged to GPP</b>	-	<b>344,534</b>	<b>456,045</b>	<b>456,045</b>	<b>456,045</b>

\* The Annual Fixed Rent Schedule will be revised upon closing of the Loan to reflect the actual debt service schedule based upon the interest rate determined at Loan Closing. The Annual Fixed Rent Schedule will also be revised following the maturity date of the Loan (5 years from the date of Loan Closing) and Subordinate Loan to add the Fixed Rent payments starting in the subsequent years upon the refinance of the Loan and/or the Subordinate Loan.

(initials)

## SCHEDULE D PROJECT DESCRIPTION

SHEET NUMBER	sheet title:		
G1.0	COVER SHEET, CODE ANALYSIS and INDEX	P0.1	PLUMBING DEMOLITION PLAN
G1.1	2015 IBC CODE ANALYSIS	P1.1	PLUMBING FLOOR PLAN
		P2.1	LARGE SCALE PLUMBING PLANS
		P3.1	PLUMBING DETAILS
		P3.2	PLUMBING DETAILS and FIXTURE SCHEDULE
C1.0	GENERAL NOTES	M0.1	MECHANICAL DEMOLITION PLAN
C2.0	SITE SURVEY	M1.1	MECHANICAL FLOOR PLAN - AREA "A"
C3.0	DEMOLITION PLAN	M1.2	MECHANICAL FLOOR PLAN AREA - "B"
C4.0	SITE PLAN	M1.3	MECHANICAL FLOOR PLAN AREA - "C"
C5.0	GRADING and DRAINAGE PLAN	M1.4	MECHANICAL FLOOR PLAN AREA - "D"
C6.0	EROSION CONTROL PLAN	M1.5	MECHANICAL ROOF PLAN
C7.0	PROJECT DETAILS	M3.1	MECHANICAL DETAILS
C7.1	PROJECT DETAILS	M3.2	MECHANICAL DETAILS and SCHEDULES
C7.2	PROJECT DETAILS		
E1.0	FLOOR PLAN - EXISTING	E1.0	GENERAL ELECTRICAL DETAILS
D1.0	FLOOR PLAN - DEMOLITION	E1.1	EXISTING ELECTRICAL PLAN
A1.0	FLOOR PLAN - OVERALL	E2.0	LIGHTING FLOOR PLAN - AREA A
A1.1	FLOOR PLAN - AREA "A"	E2.1	LIGHTING FLOOR PLAN - AREA B
A1.2	FLOOR PLAN - AREA "B"	E2.2	LIGHTING FLOOR PLAN - AREA C
A1.3	FLOOR PLAN - AREA "C"	E2.3	LIGHTING FLOOR PLAN - AREA D
A1.4	FLOOR PLAN - AREA "D"	E2.4	LIGHTING CONTROL
A1.5	CEILING PLAN - AREA "A"	E3.0	POWER FLOOR PLAN - AREA A
A1.6	CEILING PLAN - AREA "B"	E3.1	POWER FLOOR PLAN - AREA B
A1.7	CEILING PLAN - AREA "C"	E3.2	POWER FLOOR PLAN - AREA C
A1.8	CEILING PLAN - AREA "D"	E3.3	POWER FLOOR PLAN - AREA D
A1.9	FINISHES PLAN - AREA "A"	E4.0	MECHANICAL CONNECTIONS - AREA A
A1.10	FINISHES PLAN - AREA "B"	E4.1	MECHANICAL CONNECTIONS - AREA B
A1.11	FINISHES PLAN - AREA "C"	E4.2	MECHANICAL CONNECTIONS - AREA C
A1.12	FINISHES PLAN - AREA "D"	E4.3	MECHANICAL CONNECTIONS - AREA D
A2.0	ELEVATIONS - OVERALL	E5.0	FIRE ALARM - AREA A
A2.1	EXTERIOR ELEVATIONS	E5.1	FIRE ALARM - AREA B
A2.2	EXTERIOR ELEVATIONS	E5.2	FIRE ALARM - AREA C
A3.1	INTERIOR ELEVATIONS	E5.3	FIRE ALARM - AREA D
A3.2	INTERIOR ELEVATIONS	E6.0	ELECTRICAL CABLE TRAY
A4.1	DOOR and WINDOW SCHEDULES	E7.0	POWER RISER DIAGRAM
S1.0	GENERAL STRUCTURAL NOTES		
S1.1	TYPICAL DETAILS		
S1.2	TYPICAL DETAILS		
S2.0	OVERALL FOUNDATION PLAN		
S2.0A	FOUNDATION PLAN - AREA A		
S2.0B	FOUNDATION PLAN - AREA B		
S2.0C	FOUNDATION PLAN - AREA C		
S2.0D	FOUNDATION PLAN - AREA D		
S2.1	OVERALL ROOF FRAMING PLAN		
S2.1A	ROOF FRAMING PLAN - AREA A		
S2.1B	ROOF FRAMING PLAN - AREA B		
S2.1C	ROOF FRAMING PLAN - AREA C		
S2.1D	ROOF FRAMING PLAN - AREA D		
S3.0	FOUNDATION DETAILS		
S4.0	FRAMING DETAILS		

**SCHEDULE E**  
**REPORTING REQUIREMENTS**

The Tenant shall provide to Landlord (and to Lender upon Landlord's request) the following information:

(a) Reports

(i) within 210 days after the end of each Fiscal Year, commencing with Fiscal Year June 30, 2019, annual unqualified audited financial statements;

(ii) within 45 days following adoption by the Tenant's governing board (the "Board"), a copy (which may be sent electronically) of the Tenant's adopted annual budget and capital budget for the present Fiscal Year and a copy of revisions, if any, to the Tenant's annual budget and capital budget as approved by the Board; provided that prior to Tenant's adoption of its annual budget, Tenant must receive approval of the proposed annual budget from Landlord;

(iii) within 45 days from the end of each quarter, unaudited financial statements for the previous quarter reflecting revenues and expenses in comparative form with the Tenant's operating budget as submitted by the Tenant to the Board (which may be sent electronically);

(iv) unless publically available, within 10 days following written request from Landlord a copy (which may be sent electronically) of meeting minutes of the Board; and

(v) any other information required pursuant to the Loan Agreement, or that Landlord or Lender may reasonably request (items (i) through (v) are collectively referred to herein as the "Reports").

(b) Enrollment Reports. Tenant shall provide Landlord with a copy (which may be by electronic transfer) of each report on enrollment, by grade, headcount, membership, attendance or any other similar report that is required to be submitted to the State on the date that is one (1) month prior to the State reporting date and at the time the State enrollment report is filed. Tenant shall also provide Landlord with re-enrollment statistics on April 30<sup>th</sup> and on the date that is one (1) month prior to the start of school.

(c) Additional Reports. If at any time an Event of Default has occurred and is continuing, the Tenant shall provide Landlord with a copy of monthly financial statements of the Tenant and any other information that Landlord shall reasonably request on a monthly basis.

(d) Tenant Report. Further, the Tenant will deliver to the Landlord within six weeks after the end of the Tenant's Fiscal Year a certificate executed by the Tenant's president or chief financial officer stating that:

(i) A review of the activities of the Tenant during such Fiscal Year and of performance hereunder has been made under [his/her] supervision; and

(ii) [He/She] is familiar with the provisions of this Lease and to the best of his/her knowledge, based on such review and familiarity, the Tenant has fulfilled all of its obligations hereunder and thereunder throughout the Fiscal Year, and there have been no defaults under the Lease, or, if there has been a default in the fulfillment of any such obligation in such Fiscal Year, specifying each such default known to [him/her] and the nature and status thereof and the actions taken or being taken to correct such default.

(e) Charter Compliance. The Tenant will deliver to Landlord within 10 days of receipt, any notice or report with respect to charter compliance that would allow the Granting Authority to begin any process or proceedings towards charter revocation, termination or non-renewal.

(f) Testing Results. The Tenant will deliver to Landlord the results of any educational testing required by State or federal law within 30 days of receipt thereof by the Tenant.

Landlord and Lender shall have no duty hereunder regarding such information other than to retain any such information that it receives and to transmit same in accordance herewith.

**SCHEDULE F  
ENROLLMENT BENCHMARKS**

Fiscal Year	2020	2021	2022	2023	2024+
Enrollment Benchmark	232	344	388	438	468



## **GPP EXPANSION MARKET NARRATIVE: SUPPORTING DOCUMENTATION**

Since opening in 2014, Gem Prep: Pocatello's (GPP) enrollment and waitlist have grown each year. After 5 years of service to the community, GPP is preparing to begin its secondary program with the addition of grades 7<sup>th</sup> and 8<sup>th</sup> in August 2019. The school will relocate to a more central location to serve both the Pocatello and Chubbuck communities, with easy commuter access to major thoroughfares and freeways. This move will significantly impact the school's visibility and accessibility to the public at a time when the community begins an development and population boom.

In recent years, a number of developments in the greater Pocatello area have driven an increased trajectory of student population growth. Most significant is the Idaho Transportation Department's plan to build an interchange near the school (the Northgate Interchange) which is scheduled to be completed by August 2019.

After the \$9 million interchange project is completed, private developers will begin working on the infrastructure surrounding the interchange. The Northgate Master Plan project will add 10,000 residential units and an estimated 6,000 new jobs, with plans to construct a community around the new interchange; integrating opportunities to live, work, and play. There will be grocery stores, retail shops, restaurants, and venues for concerts and other community events.<sup>1</sup> In addition to the new residential units, a 1 million square foot information technology park will be built near GPP. Mayor Blad said the new businesses and development will likely double Pocatello's population. Located centrally within the development areas, GPP will off-set some of the expected burden on the other local schools, while supporting the influx of workers and their families with a college prep K-12 option. Over 300 residential units are currently under construction within a half mile of the new school facility location. Families will be able to enroll all of their children at one school, no matter the grade level.

Other planned developments in and around Gem Prep: Pocatello include expansion of the FBI data center adding an estimated 660 jobs, construction of a new LDS temple, Chubbuck City Hall relocating, and Chubbuck Police department more than doubling in size to meet the needs of the growing community. These developments will considerably increase the student population in the community. *(See below map for development locations in relation to the school.)*

Growth projections have risen significantly since the 2010 census data was reported. Recent press reports detail an extensive development boom underway in the community.

Now considered extremely modest and not on par with current development, early Chubbuck forecasts showed the community growing at a moderate pace of 2.5% per year over the next 20

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<sup>1</sup> Interchange Project Expected Boom [https://www.idahostatejournal.com/news/local/interchange-project-expected-to-trigger-economic-boom-for-pocatello-area/article\\_a5b8d4ce-ef05-5f74-9f7d-c87ed51c9c74.html](https://www.idahostatejournal.com/news/local/interchange-project-expected-to-trigger-economic-boom-for-pocatello-area/article_a5b8d4ce-ef05-5f74-9f7d-c87ed51c9c74.html)

years.<sup>2</sup> Chubbuck nearly doubled in size in the past 26 years with a growth rate of 84.2% (3.24% per year), while the City of Pocatello experienced more moderate growth of 5.15% between the 2000 and 2010 census.

More recently than the 2010 census data, but prior to the onset of the current development discussed during the Bannock Development Corp’s 26<sup>th</sup> annual economic symposium “Vision 2020: Looking into the Future”<sup>3</sup>, the Bannock County Transportation Planning Organization estimated the need to build an average of 347 new housing units each year between 2015 and 2020, to accommodate projected growth in the Pocatello Chubbuck Community.<sup>4</sup> With considerably lower unemployment than national levels and a projected job growth rate at 40.4% (higher than the national average of 38%)<sup>5</sup>, the Pocatello Chubbuck Community is strategically planning their infrastructure to meet the future demand. The community currently serves approximately 14,547 students in grades K-12<sup>(6)(7)</sup>.

POPULATION SUMMARY								
	Population	# Households	Students Age 6-18	# Students / Grade Level				
				Pre-K	K	1-4	5-8	9-12
<b>2018 Pocatello School Dist. 25</b>	<b>77,345</b>	<b>28,038</b>	<b>14,547</b>	<b>1,166</b>	<b>1,192</b>	<b>4,416</b>	<b>4,528</b>	<b>4,411</b>

The Pocatello Chubbuck Community and Gem Prep: Pocatello student race demographic trends are similar and mirror those seen state-wide<sup>8</sup>. Thirty-three percent of GPP’s certified staff are non-white, including 11% Hispanic. This number is considerably higher than the Idaho Public Schools’ teacher Hispanic rate of 2%, and Bannock County Population Hispanic Rate of 6%.<sup>9</sup>

Twenty-one percent of Pocatello’s population is considered below the federal poverty level.<sup>10</sup> A recent United Way study (ALICE) indicates that Bannock County is showing an increase in the number of households classified as financially unstable, 44%<sup>11</sup>. Gem Prep: Pocatello’s student body low-income rate supports this trend as seen in the increase in the school’s FRL rate from 2017 (45.9%) to 2018 (57.8%).

Throughout the community, a large number of families continue to be interested in charter school enrollment; with each of the three charter schools showing full enrollment in SY2018-19, and 576 students remaining on waitlists. GPP is the newest charter school option available in

<sup>2</sup> City of Chubbuck Needs Assessment <https://cityofchubbuck.us/wp-content/uploads/2018/07/17014.01-Final-Report.pdf>

<sup>3</sup> Pocatello Development Boom [https://www.idahostatejournal.com/members/northgate-project-expected-to-trigger-massive-wave-of-development/article\\_ceb68300-4b82-576f-8052-af9badafdec8.html](https://www.idahostatejournal.com/members/northgate-project-expected-to-trigger-massive-wave-of-development/article_ceb68300-4b82-576f-8052-af9badafdec8.html)

<sup>4</sup> Bannock County Transportation Planning Org. <https://bannockplanning.org/demographics-maps/demographic-data/>

<sup>5</sup> Best Places to Live Economy <https://www.bestplaces.net/economy/city/idaho/pocatello>

<sup>6</sup> Data SD25 from statistical atlas <https://statisticalatlas.com/school-district/Idaho/Pocatello-School-District-25/Overview>

<sup>7</sup> Data 2018 Pocatello Population <http://worldpopulationreview.com/us-cities/pocatello-id-population/>

<sup>8</sup> World Population Review <http://www.diversitydata.org/Data/Profiles/Show.aspx?loc=1084&notes=True&rgn=None&cat=3>

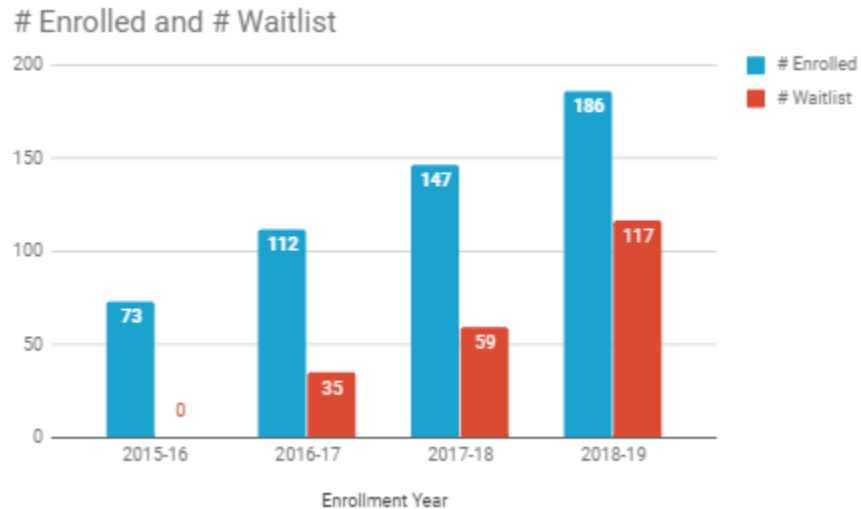
<sup>9</sup> Suburban Stats <https://suburbanstats.org/population/idaho/how-many-people-live-in-bannock-county>

<sup>10</sup> World Population Review <http://worldpopulationreview.com/us-cities/pocatello-id>

<sup>11</sup> “Poverty in Pocatello” [https://www.idahostatejournal.com/opinion/columns/poverty-in-pocatello/article\\_1f4991a4-d44d-571b-aedc-12858fd77436.html](https://www.idahostatejournal.com/opinion/columns/poverty-in-pocatello/article_1f4991a4-d44d-571b-aedc-12858fd77436.html)

the Pocatello Chubbuck Community, with the other two schools opening over ten years ago. Each successive year of operation, GPP’s enrollment and waitlists have grown.

### Gem Prep: Pocatello Enrollment & Waitlist Summary by Year



In a recent survey 100% of parents confirmed their intention to continue enrollment with GPP through high school graduation. As of November 2018, 55 students stated their intention to enroll in 7th & 8th grade, despite our original anticipated enrollment of 46 students (capacity is 60 seats). Students on the enrollment interested list are currently enrolled in GPP’s 6<sup>th</sup> grade class, as well as a variety of middle school programs throughout the community which include, but are not limited to, Hawthorne Middle School, Alameda Middle School, Connor Academy, and Hominy Middle School.

GPP’s principal recently spoke with the principals from Connor Academy and Pocatello Community Charter School, and both are supportive of the school’s anticipated expansion. On October 12, 2018, Pocatello’s Superintendent of Schools said that he was aware of the rapid population growth in the Chubbuck area where GPP will relocate, and stated that the district has been planning ways to address the increase in students in the area around the mall. The superintendent felt that GPP’s growth would not have a significant negative impact on the district, given the student population growth in the area.



### Current Structure

#### **I-DEA, Inc.**

Idaho non-profit corporation  
501(c)(3) determination, LEA,  
I-DEA board polices

#### **Gem Prep: Pocatello, Inc.**

Idaho non-profit corporation  
501(c)(3) determination, LEA  
GPP board polices

#### **Gem Prep: Nampa, Inc**

Idaho non-profit corporation  
501(c)(3) determination  
GPN board polices  
Nampa School District is the LEA

#### **Gem Prep: Meridian, Inc.**

Idaho non-profit corporation  
501(c)(3) determination, LEA  
GPM board polices

### **Path to consolidate all boards under a single non-profit organization**

- The entity named Idaho Distance Education Academy, Inc. (I-DEA) will file a name change to become Gem Innovation Schools of Idaho, Inc. (GIS). GIS will not operate a school but will hold the charters and be the governing board for all schools.
- Create Gem Prep: Online, LLC school (formerly I-DEA school); Gem Prep: Pocatello, LLC; Gem Prep: Nampa, LLC; and Gem Prep: Meridian, LLC. Each LLC will file/create its own Idaho Certificate of Organization LLC. Each single member LLC will obtain its own EIN, By-laws and Articles of Organization. Each school will have a separate independent audit. For federal funding, independent accountability and transparency, each school will have its own LEA, EIN, DUNS, SAM & CAGE.
- All LLCs (schools) will receive separate state and federal funding and separate performance certificates. Financial and accounting records are separate for all schools.
- GPP, GPN, and GPM will contract with GPO for administrative services such as comprehensive program design; curriculum development; instructional oversight; fundraising; providing a school director, academic administrator, business manager, and operations administrator; professional development, preparing budgets and financial reports; back office support; human resources; and overseeing special education.

### **Consolidated board under a single non-profit organization holding 4 separate charters**

#### **Gem Innovation Schools of Idaho, Inc.**

Idaho non-profit corporation  
Governing Board - Charter holder  
501(c)(3) IRS determination  
GIS board policies

#### **Gem Prep: Online, LLC**

Disregarded entity of GIS  
GIS is the sole member of LLC  
District authorized charter  
LEA

#### **Gem Prep: Pocatello, LLC**

Disregarded entity of GIS  
GIS is the sole member of LLC  
Commission authorized charter  
LEA

#### **Gem Prep: Nampa, LLC**

Disregarded entity of GIS  
GIS is the sole member of LLC  
District authorized charter  
LEA

#### **Gem Prep: Meridian, LLC**

Disregarded entity of GIS  
GIS is the sole member of LLC  
Commission authorized charter  
LEA

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into between Gem Prep: Online, LLC, operating as an Idaho public charter school (hereinafter referred to as “GPO”) and Gem Prep: Pocatello, LLC, operating as an Idaho public charter school (hereinafter referred to as “GPP”).

It is hereby agreed by both parties that:

### **DURATION OF AGREEMENT**

The period of this Agreement will commence on the 1<sup>st</sup> day of July 2019. This Agreement is contingent upon the availability of funds to GPP. At the discretion of the parties, the Agreement may be renewed.

### **RELATIONSHIP OF PARTIES**

In performing services under this Agreement, GPO and GPP shall remain separate and distinct Local Education Agency.

### **SERVICES TO BE RENDERED**

GPO shall render the professional services enumerated on Attachment A attached hereto and made a part of this Agreement as if set forth fully herein. GPO shall provide an annual report to the Board of Directors indicating the services GPO has provided to GPP, as contemplated by this Agreement.

### **RECORD KEEPING**

GPO shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Agreement and shall submit copies of the records to GPP within ten (10) working days of the date requested. Additionally, upon reasonable notice GPP shall have the right to review such records at any time during business hours at GPO’s office.

### **STUDENT DATA PRIVACY AND SECURITY**

Both parties to this Agreement acknowledge their obligation to comply with the Idaho Data Accountability Act and further acknowledge the following requirements are being met under this Agreement:

- (a) All information regarding services provided pursuant to this Agreement, including, but not limited to, the student’s identity and the nature of services rendered, shall be confidential and comply with all federal and state laws;
- (b) Administrative Security, Physical Security, and Logical Security controls are in place to protect student data from a data breach or unauthorized data disclosure;
- (c) Personally identifiable information (PII) is restricted to access only by authorized staff who require such access to perform their assigned duties;
- (d) The parties are prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;
- (e) GPO and GPP agree to indemnify and hold harmless the other party from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from

- GPO's performance of the services provided under this Agreement and/or non-compliance with state and federal law regarding Student Data Privacy and Security; and
- (f) GPO and GPP represent and warrant that they have an appropriate records retention schedule and/or policy for the destruction of data that is consistent with federal and state law.

### **CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORDS OR PROTECTED HEALTH INFORMATION**

Both parties to this Agreement shall at all times require the written consent or authorization of the parent/guardian or student, if 18 years of age or older, for the disclosure or access to educational records pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding any student, unless an exception applies, and shall maintain the confidentiality of that information consistent with the state and federal law and regulations. For the purposes of FERPA, school officials with legitimate educational interests shall include both GPO and GPP administrators, supervisors, teachers, support staff members (including health or medical staff and law enforcement unit personnel), board members, volunteers, contractors, or a student, parent or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

### **COMPENSATION/BILLING**

GPP shall compensate GPO for the professional services identified in Attachment A as set forth in Attachment B. The services identified in Attachment A, and the compensation for services set forth in Attachment B may be amended at any time in writing by mutual agreement by the parties to this Agreement.

GPO will submit a monthly statement of professional services rendered to GPP for payment, which shall be approved at its next regularly scheduled meeting.

### **PROFESSIONAL SERVICES**

The services rendered pursuant to this Agreement will be provided by individuals who are duly qualified to perform the services, or supervised by a qualified individual in accordance with applicable professional standards.

### **BACKGROUND CHECKS**

All employees of both parties to this Agreement who come into contact with students shall have been subject to a criminal background check as that required by Idaho Code Section 33-130 and policies of GPO, and will have been determined to not have a criminal background inconsistent with working with children.

### **INSURANCE AND LIABILITY**

Both parties to this Agreement shall indemnify and hold harmless the other party from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from the performance of the services provided under this Agreement. Both parties shall maintain insurance as required by law.

## **ASSIGNMENT**

This Agreement shall not be subject to assignment, in whole or in part, by either party to this Agreement, or by operation of law, so as to authorize any entity other than GPO, or its employees, to assume the duties subject to this Agreement without prior written consent.

## **SUCCESSORS AND ASSIGNS**

This Agreement is binding upon, and inures to the benefit of, successors and permitted assigns to the Agreement.

## **AMENDMENT**

This Agreement may be amended at any time with the prior written, mutual consent of both parties. Any and all amendments to this Agreement shall be in writing.

## **TERMINATION**

This Agreement may be terminated, without cause, by either party, thirty (30) days after providing written notice of the intent to terminate to the other party.

Additionally, either party to this Agreement may immediately terminate this Agreement, upon written notice, in the event that funding for either GPP's program or GPO's program is no longer available.

## **DEFAULT**

Upon default by either party, the non-defaulting party may, upon written notice, cancel this Agreement immediately and may pursue any and all available legal and equitable remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

## **TIME OF PERFORMANCE**

Time is of the essence in this Agreement; therefore, all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.

## **NON-WAIVER BREACH**

The failure of either party to this Agreement to insist upon strict performance of any of the terms of this Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of GPO or GPP

## **NON-DISCRIMINATION**

The parties hereby agree that no person shall be excluded from, denied participation in, or otherwise subjected to discrimination on the grounds of race, color, creed, national origin, sex, age, or disability in performance of this Agreement.



**GOVERNANCE**

This Agreement shall be governed by the laws of the State of Idaho. Both parties to this Agreement shall, at all times, comply with and observe all federal, state, and local laws, regulations, and ordinances that are in effect and applicable during the period of this Agreement.

**ATTORNEY FEES**

If either party defaults in any manner, or fails to fulfill any or all provisions of this Agreement, and if the nondefaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation, including any proceedings in bankruptcy, the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Agreement.

**SEVERABILITY**

Any term or provision of this agreement that is invalid or unenforceable in any situation in any jurisdiction (1) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest extent permissible; and (2) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

**CONSTRUCTION**

This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect to either party on account of its preparation or drafting.

**COMPLETE STATEMENT OF TERMS**

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing, signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Board Chairman, Gem Prep: Online, LLC

\_\_\_\_\_  
Director, Gem Prep: Pocatello, LLC,

\_\_\_\_\_  
Date Approved by Board of Directors

## ATTACHMENT A

### Professional Services:

- a. GPO agrees to provide the following professional services:
- b. Support the charter application process and the GPP's start-up process;
- c. Provide comprehensive program design, including curriculum development and implementation, instructional oversight, the development, administration, and analysis of diagnostic assessments, and the oversight, measurement, and management of school quality;
- d. Find an adequate Facility and coordinate financing and the completion of major repairs;
- e. Assist with fundraising;
- f. Provide a qualified director to oversee the provision of professional services;
- g. Recruit staff, including the principal, teachers, and administrators and make personnel recommendations to the Board of Directors;
- h. Provide professional development training for teachers, administrators and staff;
- i. Prepare a budget for the Board of Directors to consider and provide monthly financial statements for the Board's review;
- j. Provide payroll and bookkeeping services;
- k. Recommend an auditor and serve as a liaison with the auditor;
- l. Coordinate purchasing;
- m. Oversee the provision of special education services and accommodations pursuant to the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973;
- n. Oversee the operations of GPP and make recommendations to the Board of Directors, as appropriate, regarding facility and ground maintenance, student transportation, food services, policy development, and all other matters pertaining to operations;
- o. Recommend and manage benefits plans for GPP employees selected by the Board of Directors;
- p. Provide human resource services and maintain GPP employee files

- q. Facilitate GPP's purchase and procurement of information technology equipment and services, and provide certain computer and information technology support to the school, including troubleshooting, website and network design, and completion of the E-Rate application;
- r. Complete required State, Federal and State Department of Education reports, including, but not limited to the GPP's SDE annual financial report;
- s. Facilitate student recruitment;
- t. Provide marketing and advocacy for GPP.
- u. Provide an annual report to the Board of Directors indicating the services provided to GPP.

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## **ATTACHMENT B**

### **Compensation for Professional Services:**

- GPP shall fully reimburse GPO for any expenditures made on its behalf.
- GPO shall be authorized to access GPP's accounts to make any and all payments for GPP expenditures.
- Ten percent (10%) of funds received from the Idaho Department of Education through the state funding formula shall be utilized to pay for the professional services provided to GPP.