

SUBJECT

Doral Academy of Idaho New Charter Petition

APPLICABLE STATUTE, RULE, OR POLICY

I.C. §33-52 Public Charter Schools

IDAPA 08.02.04 Rules Governing Public Charter Schools

BACKGROUND

Doral Academy of Idaho (DAI) is a proposed new public charter school to be located in Meridian, Idaho.

DAI intends to provide an academically challenging learning environment with a strong emphasis on arts integration. DAI plans to partner with two ESPs (Academica and Doral Academy, Inc. Corporate District) to replicate the high performing Doral academic model that has been successful in other states. DAI will serve grades K-8 with a planned enrollment of 489 students.

DISCUSSION

See the DAI Petition Evaluation Report for details.

IMPACT

If the PCSC approves the petition, the PCSC will have 75 days in which to execute a performance certificate with the school's governing board.

If the PCSC denies the petition, the petitioners could appeal to the State Superintendent of Public Instruction, or they could decide to not proceed further.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the PCSC approve the new charter petition for Doral Academy of Idaho with the following conditions:

1 – All board directors shall participate in a staff facilitated governance orientation within 60 days of approval and no less than six hours of staff approved governance training addressing the governance role in financial, operational, and academic oversight and legal compliance prior to May 11, 2020.

2 – The governing board shall present the executed facility lease and/or purchase agreement, record of any long-term debt incurred to date, and a year-one operational budget based on post-lottery enrollment estimates that evidences financial sustainability by May 11, 2020.

COMMISSION ACTION

A motion to approve the new charter petition for Doral Academy of Idaho with the following conditions:

1 – All board directors shall participate in a staff facilitated governance orientation within 60 days of approval and no less than six hours of staff approved governance training addressing the governance role in financial, operational, academic oversight, and legal compliance prior to May 11, 2020.

2 – The governing board shall present the executed facility lease and/or purchase agreement, record of any long-term debt incurred to date, and a year-one operational budget based on post-lottery enrollment estimates that evidences financial sustainability by May 11, 2020.

OR

A motion to deny the Doral Academy of Idaho new charter petition on the following grounds:_____.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAHO PUBLIC CHARTER SCHOOL COMMISSION
**PETITION EVALUATION REPORT &
STANDARDS OF QUALITY**



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PETITION EVALUATION REPORT

Doral Academy of Idaho



Petition Review Summary

Doral Academy of Idaho (DAI) proposes to open a K-8 arts integration school in Meridian. The school anticipates serving 489 students at capacity, but intends to begin K-5, adding a new grade each of the following three years. The proposed model has produced positive academic results in other states.

DAI intends to partner with an ESP, Academica, for back-office services, such as finance, reporting, and human resources. The school will also partner with Doral Academy Inc., Corporate District, an entity related to Academica, for curriculum and instruction support, professional development, and marketing. The details of these arrangements are included in draft contracts in the appendices. The school will also work with Academica to secure a leased facility.

The Finance and Facility Plan section of the petition does not meet standard due to lack of clarity in the overall facility plan.

In addition to an evaluation of the petition, this report also includes:

- [The Governance Capacity Interview Summary](#)

Summary of Section Ratings:

Section 1: Educational Program ↓

MEETS STANDARD

Section 2: Financial & Facilities Plan ↓

DOES NOT MEET STANDARD

Section 3: Board Capacity and Governance Structure ↓

MEETS STANDARD

Section 4: Student Demand & Primary Attendance Area ↓

MEETS STANDARD

Section 5: School Leadership and Management ↓

MEETS STANDARD

Section 6: Virtual Schools ↓

NOT APPLICABLE

Section I: Educational Program

MEETS STANDARD

READ MORE: [Standards of Quality](#)

Comments

The petition presents a well-researched and verifiably successful academic program.

Detail

Strengths:

- The academic plan is well-researched and successful at other schools.
- The school's partnership with the Kennedy Arts Foundation is unique and appears to result in high-quality lesson plan development.
- The registration process appears to be managed electronically. This bodes well for consistent, timely collection of records.
- The school intends to buy into a corporate district known as Doral Academy, Inc. District membership will ensure the school receives curriculum, marketing, and professional development support. The cost of this buy-in is 1% of unrestricted revenues. 50% of this fee is a direct purchase of services. The other 50% covers trademark and licensing rights. The latter part of the fee is waived until the school achieves stable enrollment. The draft contract is provided as Appendix F8 (page 269).
- Schools who buy into the Doral Academy District are required (via contract) to attend trainings, meet school improvement goals, and meet AdvancEd's accreditation standards in order to maintain their membership.

Concerns

- Although several high quality curriculum supplements (such as FOSS kits) are included in the plan, science and social studies curriculum are primarily

dependent on teacher development. It is not clear how the school will manage quality of content in science and social studies. (Standard [I.6.a-c](#))

- On page 34, the petition states that all teachers will participate in “1-2 weeks minimum” of training prior to the start of the school year. The PD plan has few specifics and does not appear to be accounted for in the budget. ([See I.1.c](#))
- This section of the petition references many positions and additional duties, including: “pupil promotion/retention team”, GATE team, ELL coordinator, Rtl team, special education “facilitators,” after school tutoring program, teacher mentorship, ability grouping, data team, department chairs, etc. However, the budget only reflects 11 employees for the initial two years of operation. It is unclear how the staffing needs described can be sufficiently met within the budget. ([I.1.c](#) and [I.6.a-c](#)).

Section II: Financial and Facilities Plan

DOES NOT MEET STANDARD

READ MORE: [Standards of Quality](#)

Comments

The school has chosen to partner with Academica for back office (financial, HR, and reporting) and facility services. Academica is experienced in charter school budget management, as reflected in the petition's revenues, expenditures, and cash flow.

The budget includes an annual facility cost of approximately 16% of anticipated revenue. While this is a reasonable cost for a new construction facility, it appears to be quite high for a converted church space that has served as a different charter school for many years.

This section does not meet standard due to insufficient documentation and inability to verify appropriate use of taxpayer dollars. See standards [II.1.b](#) and [II.2.c](#) for definitions of these standards.

Detail

Strengths:

- Performance Charter School Development (Performance) and Hawkins Companies (owner of Performance) have provided a letter stating intent to provide financing and development services to DAI. Appendix F6 (page 252).
- Academica has agreed to provide a \$25,000, no-interest loan to the school in its first year of operation. Payments will begin in the third year of operation.
- The school is seeking to occupy the church facility that currently houses Compass Charter School. The facility does not need significant remodeling, and the sale would include fixtures, furniture, and equipment.
- Academica will provide grant-writing services to DAI as part of the management fee. Their grant-writing team is experienced with the CSP grant and has won awards for schools in other states.

Concerns:

- From the board capacity interview, PCSC staff understood that the board intended to lease or purchase a facility outside of their relationship with

Academica. However, based on the sample lease agreement included in the petition as Appendix F9 (page 291), it appears that Academica will purchase the facility and lease it to the school board.

- DAI is anticipating payments of approximately 16% of their total revenue for an existing church facility. This cost seems high for a rented space that needs little remodeling considering that lease payments for new construction are approximately 20%. [II.2.c](#)
- It is concerning that the facility plans were absent from the first draft of the petition and remain unclear in the final draft. While the specifics of location and interest rates may not be settled, arrangements between Academica and its schools are fairly consistent. These arrangements should be clearly understood by school board directors and communicated to taxpayers with transparency. [II.2.c](#)
- Notes on page 4 of the Operational Budget template indicate that Vectra Bank will loan the school approximately \$200,000 for furniture, fixtures, and equipment (\$1,000 per student). Documentation is not provided. [II.1.b](#)
- Academica charges a management fee of \$450/student. However, this fee is discounted to \$10,000 until the school achieves 226 students, and is then annually increased, proportionate to student enrollment, until the full fee is reached at 625 students. The annual management services fee at full enrollment appears to be just under \$300,000, or approximately 11% of total anticipated revenue. This cost is high for what appears to be primarily back office service. Other schools in Idaho who outsource back office services pay less than \$100,000 for similar services. [II.1.b](#)

Notes:

- While the sample lease agreement states that the owner of the facility shall make efforts to ensure that property taxes are waived (due to the fact that the tenant is exempt), the property is owned by an entity that is not exempt. The contract considers the possibility that property taxes could be assessed, and in such a case the fees would pass on to the school. This has not occurred in Idaho to date, but has happened around the country (page 310-311). [II.2.c](#)

Section III: Board Capacity and Governance Structure

MEETS STANDARD

READ MORE: [Standards of Quality](#)

Comments

The board capacity and governance structure section clearly describes the distinction between governance and management and introduces the board members. The petition also adequately describes the roles and duties of the board members.

Detail

Strengths:

- The selection of founding members of the governing board evidences attention to building a professionally diverse team.
- There is a clear division between the duties of management and governance.
- Please see the Governance Capacity Interview Summary for more information.

Concerns:

- The Conflict of Interest and Articles of Incorporation appear to have been amended to remove references to board director compensation. It does not appear that articles have been updated with the Secretary of State. [III.1.b](#)
- The board's bylaws are no longer marked "draft", but do not appear to be executed. The PCSC requires that the petition contain executed bylaws. [III.1.b](#)

Section IV: Student Demand and Primary Attendance Area

MEETS STANDARD

READ MORE: [Standards of Quality](#)

Comments

The petition cites population growth in the local community and family choice as the primary justifications for student demand. However, since the local school district and the nearby charter schools are some of the highest performing in the state, the community need for the model is less clear.

If approved, the school would increase the yield rate of the West Ada district, but the total yield would remain within state and national averages. See the chart below.

Charter School Yield Rate* for West Ada/Joint #2	% Yield
Most Recent Year Yield (2018-2019)	6.5%
Anticipated Yield 2020-21 (including Doral and GPM-N)	7.7%
Potential Yield Rate (if all operating charters enrolled to capacity)	13.23%
Idaho Average	11%
National Average	10-15%

*Yield rate is the percentage of students served by public schools located in a district's boundaries who choose to attend a charter school.

Detail

Strengths:

- The model is well conceived, high performing in other states, and is likely to appeal to local families.
- Petitioners have support from local small businesses and community members. 10 letters of support and 6 parent interest inquiries are provided in Appendix F3 (page 148)

Concerns:

No concerns.

Section V: School Leadership and Management

MEETS STANDARD

READ MORE: [Standards of Quality](#)

Comments

The petitioners intend to contract with Academica for back office services, including human resources, financial, and reporting. Academica will also provide assistance to the school in securing facilities and will serve as the lease holder for the facility.

The petitioners will also contract with Doral Academy, Inc. Corporate District for membership in the “district”. This partnership will provide the school with curriculum, instruction, and assessment support, professional development, as well as allow the school access to licensed marketing materials.

While concerns remain in this section, a charter school governing board has the autonomy to choose an ESP as well as the responsibility to verify fair-market value of services purchased and to ensure receipt of services as outlined in the contract.

Detail

Strengths:

- Draft contracts and lease agreements clearly indicate the following fees: Academica, back office services, \$450/student; Academica, facility lease, \$400,000 (at 444 students); Doral Academy, Inc., district membership 1% of unrestricted revenue.
- The ESP provides a full rubric against which the school’s board is expected to annually evaluate the ESP’s services.
- The draft contract between Academica and Doral Academy of Idaho is provided as Appendix E (page 130). The contract outlines specific services to be provided (including reporting, various HR functions, facility/financial development, and governance compliance support). The contract clearly

defines costs and can be terminated by either party immediately for cause.

- The draft contract between Doral Academy of Idaho and Doral Academy, Inc. Corporate District is provided as Appendix F8 (page 269). The contract defines services provided, cost, and membership requirements.

Concerns:

- The proposed management fee of approximately \$300,000 is significantly higher than the fees charged by other entities in Idaho who provide similar back-office services. Other schools pay under \$100,000 for similar services.
- Based on the board capacity interview, it appears that board members were identified through personal contacts related to Academica employees. Board directors visited Nevada to tour schools in order to determine which Academica model would best suit their interest and their community's needs. While board directors are passionate about the model and the advantages of having EMO support through the start-up process, it does not appear that board directors have yet vetted the EMO as a vendor. There is intent to hire an attorney to review the contract.
- According to the draft contract with Academica, the EMO vets potential employees and makes hiring recommendations to the school's board. The contract also states that the board has full hiring authority. It is also common practice for school leaders of one school to serve as board directors for another Academica school. This arrangement may over-represent the EMO's interest in governance work.

Governance Capacity Interview Summary

Petitioning School	Doral Academy of Idaho (DAI)
Date of Interview	October 17, 2019
PCSC Staff who Conducted Interview	Tamara Baysinger, PCSC Director
	Kirsten Pochop, Senior Accountability Program Manager
	Jenn Thompson, Finance & Resource Program Manager
Board Members Interviewed	Carolyn Baird, Chair
	Jade Millington
	Jennifer St. John
	Krystine Archer
	Miquelle Crossland

PCSC staff interviewed the Doral Academy of Idaho (DAI) board of directors. The interview addressed questions about their conceptions of a high quality charter school, research and vetting of the EMO, interest in the school model and the charter school concept more generally, and the development of the budget and the facility plan.

DAI's board members represent some diversity of business experience, though they acknowledge that they could benefit from having an attorney and an additional educator on their board. The group includes two realtors, a CFO, specialist in providing services to developmentally disabled children, and a former escrow officer. The board directors have a strong rapport and all members contributed to the discussion. They appear willing to learn and are open to suggestions to strengthen their petition.

Much of the interview was focused on the role of the EMO, specifically why they picked Academica as the back-office services provider and Doral Academy Inc. as the academic provider. Doral and Academica are sister companies. The board seeks an EMO to provide services because they do not want to "re-invent the wheel" and would like to benefit from the expertise of a seasoned provider. The board looked into one other EMO, but does not appear to have done extensive research on the business dealings of Academica and Doral Academy specifically. The board was not clear on the terms of the Doral Academy payment structure. However, board directors did stress that the EMOs will work for the board and that they would put all sub-contracts out to bid to ensure competitive pricing for the school. (Academica has relationships with several sub-contractors who provide services to charter schools.)

In the first draft of the petition, it appeared that Academica would manage the facility and sub-lease it to the proposed school. Board directors provided helpful clarification in the interview that they planned to negotiate an economical facility deal with a local real estate developer that would be separate from the EMO.

The board members saw the PCSC as more of a support organization than an oversight body. However, they did mention that the authorizer was charged with ensuring that only quality charter petitions should be approved.

Strengths of the board:

- Board is receptive to feedback and is eager to learn.
- The board is committed to the charter concept and is enthusiastic about serving all kinds of learners.
- Board has been pro-active in developing a facility plan that is independent from the EMO and appears fiscally sound.

Areas of concern:

- The board does not appear to have fully vetted the EMO.
- There is a lack of diversity of skills on the governing board.
- The board appears to be in the early stages of understanding the role of the PCSC and the SDE.

STANDARDS OF QUALITY



Introduction Checklist

1. Formatting

- All pages are legible in the final PDF (i.e. font size, quality of copy, etc.)
- Petition is continuously paginated
- Section headings and references to appendices are bookmarked and/or hyperlinked

2. Cover Page Requirements

- Name of the school
- Year the school intends to open
- General location of the school (such as school district, county, city, etc.)
- Contact information for the primary representative of the petitioning group (including name, address, phone number, and e-mail address)

3. Table of Contents

- Organized in alignment with the New Charter Petitioner Guidance document
- Page numbers are accurate
- Section titles are hyperlinked to the corresponding page of the petition

4. Executive Summary

- One page maximum
- Introduces the school's organizational structure
- Introduces the school's educational program
- Provides an overview of the community need for such a program
- Summarizes student outcome expectations

5. Mission Statement

- Succinctly relays the purpose and educational philosophy of the school

Section I: Educational Program

1. General Standards of Quality

- a. **Thorough and Compliant** - The petition provides a thorough explanation of the intended educational program.
- b. **Supported and Credible** - The petition includes references to relevant research and documentation of the success of the proposed model. Alternatively, if the model is new and research is unavailable, the petition describes the reasoning behind the approach.
- c. **Connected and Cohesive** - The petition presents an overall educational program that is aligned to the mission and vision and is cohesive with other sections of the petition.

2. Educational Philosophy (New Charter Petitioner Guidance, Pg.8)

- a. The educational philosophy clearly relates to the school's mission and instructional model.
- b. Research and widely accepted best practices support the educational philosophy.

3. Student Academic Achievement Standards (New Charter Petitioner Guidance, Pg.8-9)

- a. Academic and programmatic goals convey the educational program's anticipated achievement outcomes.
- b. Academic and programmatic goals reflect high standards for the target population.
- c. The goals are logically connected to the school's mission.

4. Key Educational Design Elements, Curricula, Tools, & Instructional Methods (New Charter Petitioner Guidance, Pg.9-10)

- a. Key design elements are thorough and directly relate to the educational program as well as the mission and vision of the proposed school.
- b. Explanations and examples of instructional practices, types of curricula, and tools are detailed, realistic, and consistent with the proposed educational program.

5. Strategies for Serving Special Populations (New Charter Petitioner Guidance, Pg. 10 - 11)

- a. The special services plan is complete and addresses the needs of special populations, including, but not limited to: special education, at-risk, gifted, and English Language Learners.

- c. The special populations plan appears feasible within the constraints of the proposed academic program.
- d. The plan demonstrates an understanding of the unique needs of the special populations in the proposed target market.

6. Professional Development Plan (New Charter Petitioner Guidance, Pg. 11)

- a. The professional development plan addresses new teacher orientation and onboarding.
- b. The professional development plan includes training specific to the proposed educational model as well as the systems and structures for efficient school operations.
- c. The plan aligns with the school calendar and provides learning opportunities for both groups and individuals as well as varied delivery formats such as guest professionals, off-site trainings, and professional learning communities.

Section 1: Related Appendices

Appendix F: Optional Supporting Documents

- a. No appendices are required for Section I. Optional appendices support the educational program's credibility.
- b. Each document is numbered within this section (i.e. F1, F2, F3, etc.).

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Section II: Financial and Facilities Plans

1. General Standards of Quality

- a. **Thorough and Compliant** - The financial plan and budget template evidence a thorough understanding of federal and state funding mechanisms and distributions as well as the costs associated with school operations. Revenue estimates include realistic variables and restricted funds are used appropriately.
- b. **Supported and Credible** - The petition includes sufficient documentation, assumptions, and details to demonstrate the validity of revenue and expenditure estimates.
- c. **Connected and Cohesive** - The petition's financial and facilities plan meets the stated needs of the academic program and the intended student body. The financial narrative and the budget template are aligned.

2. Fiscal Philosophy and Spending Priorities (New Charter Petitioner Guidance, Pg.12)

- a. The fiscal philosophy and spending priorities align to the mission and vision of the school.
- b. The spending priorities provide for effective school operations.
- c. The spending priorities present appropriate use of taxpayer dollars.

3. Transportation and Food Service Plans (New Charter Petitioner Guidance, Pg.12)

- a. The transportation plan (if provided) is compliant and meets the needs of the intended student population.
- b. The nutrition plan (if provided) is compliant and meets the needs of the intended student population.
- c. Cost estimates are credible and supported.
- d. The facility design and staffing plan appropriately support the stated plans for transportation and nutrition.

4. Financial Management and Monitoring Plan (New Charter Petitioner Guidance, Pg.12)
 - a. The financial management and monitoring plan identifies the board’s fiscal governance role.
 - b. The organizational structure ensures appropriate accounting expertise either by including a business manager in the staffing plan or by contracting out services to an experienced organization. (If contracting out for services, the petition outlines the specific duties to be contracted and includes any contracts or MOUs executed to date.)
 - c. The plan evidences an understanding of financial policy including accounting practices, internal controls, and related internal procedures.

5. Facilities Plan (New Charter Petitioner Guidance, Pg.13)
 - a. The two facility options are detailed, realistic, and meet the school’s programmatic needs.
 - b. The proposed school location(s) is easily accessible to the intended student population and lies within the primary attendance area.
 - c. The square footage, outdoor space, and specialty features meet the needs of the educational model.

Section II: Related Appendices

Appendix A1: Financial Summary

- a. See New Charter Petitioner Guidance, pg.20-21, for more information.
- b. The financial summary, which automatically populates, provides a one-page overview of the school’s plan.

Appendix A2: Pre-Opening Budget

- a. See New Charter Petitioner Guidance, pg.20-21 for more information.
- b. The pre-opening budget is aligned to the school’s start-up plan (as described throughout the narrative) through June 30th of the pre-operational year. Revenues and expenditures are supported and credible.

Appendix A3: Three-Year Operating Budget and Break-Even Year 1 Scenario

- a. See New Charter Petitioner Guidance, pg. 20-21, for more information.
- b. The three-year budget provides appropriate detail for the first few years of the school’s operation based on realistic enrollment expectations.

- c. The budget includes a functional break-even, or “plan B” budget for the first year of operation that shows how the school can survive if it does not meet anticipated enrollment numbers. Revenues and expenditures are supported and credible.

Appendix A4: Cash Flow Projection for Initial Operating Year

- a. See New Charter Petitioner Guidance, pg. 20-21, for more information.
- b. The cash flow aligns to the “full enrollment year 1 budget” column on the Operational Budgets tab. The presented budget appropriately accounts for the staggered timing of state distributions of funds and the appropriate timing of various expenditures.

Appendix A5: Facility Options

- a. See New Charter Petitioner Guidance, pg. 20-21, for more information.
- b. The two or more facility options, outlined on the PCSC facilities template, are realistic.
- c. Cost estimates are realistic and consider soft and hard costs of the proposed facility.

Appendix F: Optional Supporting Documents

- a. Additional appendices to support the Financial and Facilities Plan Section may be included in Appendix F.
- b. Each document is numbered within this section (i.e. F2, F3, F4, etc.).

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Section III: Board Capacity and Governance Structure

1. General Standards of Quality

- a. **Thorough and Compliant** - The articles and of incorporation and bylaws are legally compliant and address all necessary content. The petition demonstrates an understanding of the charter school board's legal responsibilities. The narrative and attachments effectively communicate the board's capacity to govern.
- b. **Supported and Credible** - The petition includes documentation of executed bylaws and filed articles of incorporation.
- c. **Connected and Cohesive** - The board membership and structure match the needs of the educational program and the oversight of school operations.

2. Governance Structure (New Charter Petitioner Guidance, Pg.13)

- a. The governance structure includes detailed descriptions of the roles that officers and board committees will play.
- b. The division of duties between governance and management are clear and appropriate.
- c. The governance structure grants the board direct oversight over school leadership and the evaluation of school leaders.
- d. The articles of incorporation and bylaws are consistent with the petition narrative.

3. Board Member Qualifications (New Charter Petitioner Guidance, Pg.13)

- a. The board member qualifications section includes a list of directors currently serving, states each director's term of service, and establishes each director's capacity to govern (qualifications, experience, etc.).
- b. Board membership reflects diverse experience and skills (such as education, law, real estate, management, financial planning, and/or community outreach).

4. Transition Plan (New Charter Petitioner Guidance, Pg.13-14)

- a. The board's transition plan from founding to the work of governance is clear and likely to be effective.
- b. The transition plan addresses concrete ways to avoid the pitfalls of "founders' syndrome."
- c. The plan includes a list of the current board members who intend to resign in order to apply for a paid position, if the school is approved.
- d. The transition plan accounts for the consistent stewardship of the school's mission and vision.

5. Board Member Recruitment and Training (New Charter Petitioner Guidance, Pg.14)

- a. A comprehensive board training plan for sustaining high-quality governance includes an identification of the scope of skills the board desires to maintain, strategies for recruitment, and processes for grooming, selecting, and onboarding new directors.
- b. Board training is detailed, specific, and comprehensive, and addresses the needs of the initial board as well as future board members.
- c. The board training plan allows for self-reflection and opportunities for stakeholders to provide feedback.

Section III: Related Appendices

Appendix B: Articles of Incorporation and Corporate Bylaws (New Charter Petitioner Guidance, Pg.22-23)

- a. Articles of incorporation are filed with the secretary of state prior to submitting the petition for review by the PCSC. The petition includes a signed copy of the articles.
- b. Included bylaws outline a clear process for selection of members of the school's board of directors, including: number and designation of seats, board member terms, elections vs. appointments, nomination and voting procedures, eligible voters, applicable definitions, etc.

Appendix C: Board of Directors and Petitioning Group (New Charter Petitioner Guidance, Pg.23)

- a. Resumes establish each board member's credibility with regard to their service on the board.
- b. Includes a list of all persons in the petitioning group who are significantly involved in the development of the proposed school and their relevant skills.
- c. "Founders" are defined for the purposes of the enrollment lottery preference are listed.

Appendix F: Optional Supporting Documents

- a. Additional appendices to support the Board Capacity and Governance Structure Section may be included in Appendix F.
- b. Each document is numbered within this section (i.e. F2, F3, F4, etc.).

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Section IV: Student Demand and Primary Attendance Area

1. General Standards of Quality
 - a. **Thorough and Compliant** - The petition's proposed educational program reflects the needs and demands of the local community.
 - b. **Supported and Credible** - The petition includes evidence of research to document demographics and student demand.
 - c. **Connected and Cohesive** - The information presented in this section aligns with the structure and intent of the educational program and facility plans.

2. Primary Attendance Area (New Charter Petitioner Guidance, Pg.15)
 - a. The primary attendance area is clearly described and appears appropriate.

3. Student Demand (New Charter Petitioner Guidance, Pg.15-16)
 - a. The student demand section describes and documents the need for the academic program in the identified area and provides evidence of student interest/demand for the school.
 - b. The student demand section describes the demographics (documented with credible source data) of the intended neighborhood in which the school will be located.

4. Student Population (New Charter Petitioner Guidance, Pg.16)
 - a. The intended student population is clear.
 - b. The intended student population can be supported by community and district demographics.
 - c. The estimate of the anticipated number of students the school expects to serve who will require special services is supported and credible.
 - d. The staffing and educational plan is likely to support adequate special services, especially for FRL, special needs, and/or ELL students.

5. Enrollment Capacity (New Charter Petitioner Guidance, Pg.16-17)
 - a. Capacity estimates include whole school and grade-level.
 - b. The growth plan is clear and complete from year one through year five or to final expansion.
 - c. The enrollment goals for each year and for the school at capacity are reasonable and supported by credible data.
 - d. The detailed marketing and recruitment plan allocates adequate staff support and funds to the effort and the plan will likely result in the school meeting its enrollment goals.

6. Community Partnerships and Local Support (New Charter Petitioner Guidance, Pg.17)
 - a. The level of community engagement with the proposed model is appropriate and adequate.
 - b. Documented partnerships and local support align to the mission of the school.

7. Enrolling Underserved Families (New Charter Petitioner Guidance, Pg.17)
 - a. Strategies for reaching at-risk, diverse, and underserved families, as well as families that might not be aware of the school, are well developed.
 - b. Strategies for initial recruitment, as well as ongoing family and community engagement, appear reasonable and likely to be successful.

Section IV: Related Appendices

Appendix F1: District Notification Letter

- a. Appendix F1 includes a dated and signed letter to the district that meets the requirements outlined in I.C. §33-5205.

Appendix F: Optional Supporting Documents

- a. Additional appendices to support the Student Demand and Primary Attendance Area Section may be included in Appendix F.
- b. Each document is numbered within this section (i.e. F2, F3, F4, etc.).

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Section V: School Leadership and Management

1. General Standards of Quality

- a. **Thorough and Compliant** - The petition describes the leadership structure including a description of the experience, qualities, and/or management style of the “right” leader for this school and details regarding the division of duties if a co-director structure is proposed. The petition also evidences clear understanding of [the Idaho Standards for Effective Principals](#).
- b. **Supported and Credible** - The petition includes documentation to support the likely success of the proposed leadership and/or management plan.
- c. **Connected and Cohesive** - The leadership and management plan is aligned to other sections of the petition, including the educational program, organizational chart, and budget.

2. Leadership Team (New Charter Petitioner Guidance, Pg.17)

- a. The narrative describes the responsibilities of and relationships among school leadership, the governing board, instructional leaders, and staff.
- b. The petition includes a plan for evaluating school leader(s).

3. Educational Services Provider (if applicable) (New Charter Petitioner Guidance, Pg.17-18)

- a. If the school has chosen to work with an EMO, CMO, or ESP to provide leadership and/or management services:
 - This section includes the contact information for a representative from the organization or provider and other pertinent information such as other locations where the organization or provider operates, any available achievement, operational, and financial data, and any DBAs.
 - This section details the nature and extent of the entity’s participation in the management and operation of the school.
 - This section describes how the school’s board will regularly evaluate the performance of the EMO, CMO, or ESP.

Section V: Related Appendices

Appendix D: School Administration and Organization Chart (New Charter Petitioner Guidance, Pg.23)

- a. The organizational chart includes board of directors, administration, business management, contractors (including EMO/CMO, if applicable), and support staff.
- b. If the lead administrator has been identified, Appendix D includes his/her resume and additional pertinent information, including real or potential conflicts of interest.
- c. If the lead administrator has not been identified, Appendix D includes job descriptions and/or description of responsibilities for key leadership positions.

Appendix E: Education Service Provider (if applicable) (New Charter Petitioner Guidance, Pg.24)

- a. A thorough term sheet provides the term length and termination agreement.
- b. If applicable, Appendix E includes the two most recent contracts that the ESP has executed with operating charter schools.
- c. The detailed description of the ESP's relationship to the school's board includes any conflicts of interest.
- d. If applicable, the detailed description of how and why the management organization or educational service provider was selected provides evidence that the organization provides high-quality service to similar schools.

Appendix F: Optional Supporting Documents

- a. Additional appendices to support the School Leadership and Management Section may be included in Appendix F.
- b. Each document is numbered within this section (i.e. F2, F3, F4, etc.).

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Section VI: Virtual and Blended Schools

1. General Standards of Quality

- a. **Thorough and Compliant** - The petition provides a detailed description of the proposal, and establishes the need for such a program.
- b. **Supported and Credible** - The petition includes documentation to evidence the validity of the chosen Learning Management system (LMS), curriculum, and instructional structure.
- c. **Connected and Cohesive** - The design of the program is aligned to other sections of the petition including, but not limited to, the budget, staffing plan, and mission.

2. Learning Management System (New Charter Petitioner Guidance, Pg.18)

- a. The description of the chosen LMS addresses the technology platform, curriculum, and rationale for the structure of the program.
- b. The LMS appears adequate to fulfill the mission and meet identified goals.
- c. All students can be served via the identified LMS.

3. Educational Program-Virtual and Blended (New Charter Petitioner Guidance, Pg.19-20)

- a. There is a strong rationale for use of a virtual program, rather than a brick-and-mortar program, to fulfill the mission and meet stated goals.
- b. The plan to ensure all students have access to the virtual educational program is complete and demonstrates thoughtfulness and planning of petitioners to market to and address educational needs of all students.
- c. The expectations for online teachers include required availability and the role that he/she plays in individualizing and providing guidance on course material.
- d. The student work assessment plan includes the level of teacher involvement required in evaluating and responding to student performance.
- e. The described means by which student will interact with teachers includes timely and frequent feedback about student progress.
- f. The opportunities for student-to-student interaction are practical, diverse, and likely to cultivate school community.
- g. The educational program offers new opportunities for families.

4. Technology (New Charter Petitioner Guidance, Pg.20)

- a. A plan for ensuring equal access to all students includes the provision of necessary hardware, software, and internet connectivity required for participation in online coursework.
- b. The plan for provision of technical support relevant to the delivery of online courses is cost-effective, timely, and supported by adequate staff.
- c. The plan for training students and parents in the use of hardware and software is practicable.

5. Professional Development (New Charter Petitioner Guidance, Pg.20)

- a. The strategies for professional development specific to education in the virtual environment address both initial and ongoing training.
- b. The teacher evaluation plan includes strategies specific to virtual education.

6. Data Collection/Attendance and Course Credit (New Charter Petitioner Guidance, Pg.20)

- a. The means of verifying student attendance demonstrate that attendance will focus primarily on coursework and activities correlated to the thoroughness standards.
- b. The proposed means of awarding course credit are adequate.
- c. The strategies for administering standardized testing to all students are practicable and affordable.

Section VI: Related Appendices

Appendix F: Optional Supporting Documents

- a. No appendices are required to support Section VI. Optional appendices support the virtual educational program's credibility.
- b. Each document is numbered within this section (i.e. F2, F3, F4, etc.).

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Doral Academy of Idaho

**A proposed public charter school serving
Kindergarten-8th Grade students.**

Proposed opening: August of 2020
Located within the Meridian Joint School District #2
Submission Date: August 26th 2019

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EXECUTIVE SUMMARY

Doral Academy of Idaho (DAI) is a newly proposed charter school, which intends to serve students in grades Kindergarten through 8th Grade in the Meridian, Idaho area. DAI is dedicated to creating an enhanced and engaging educational experience for all its students and will provide an academically challenging learning environment with a strong emphasis on arts integration teaching strategies. These strategies have proven to increase literacy, cognitive, and social development and will build a foundation for all students to be college and career ready. DAI seeks to replicate the high performing Doral academic model which has proven successful for students in both Florida and in Nevada. In Nevada, for example, a Doral middle school and a Doral elementary school were each ranked among the top ten performing schools statewide. The Doral schools in Nevada dramatically outperform their local school districts using an academic model that has been explicitly aligned to the English Language Arts and Mathematics standards shared by both Nevada and Idaho.

Mission

Through arts integration, individual student focus, and rigorous academics, Doral Academy of Idaho will place all students on a path for success at the college and career level.

Vision

Doral Academy of Idaho seeks to improve our community by creating students who think critically and analytically, are confident decision makers, utilize problem-solving skills, work collaboratively, and are imaginative and creative thinkers. We are committed to equipping students with the skills and personal growth necessary to be successful scholars throughout life.

Community Need

DAI's primary attendance area will focus on students and families in the Meridian, Idaho area. This community has recently experienced a significant rise in population which in turn has led to overcrowding at public schools and demand from parents for additional quality educational options.

Organizational Structure

The Doral Academy of Idaho is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The governing board will be the ultimate policy-making body with the responsibility of operation and oversight of the school including academic direction, curriculum, and budgetary functions. The policies, procedures, powers, and duties by which the board will operate, including specific member powers, are detailed in the attached bylaws.

Student Outcomes and Expectations

Driven by its mission and vision to ensure all students are successful in life, DAI has established goals which will focus on high academic achievement for all students in all grade levels. These goals are detailed in [Section I. Educational Program](#).

I. EDUCATIONAL PROGRAM

Educational Philosophy

Doral Academy of Idaho (DAI) is a newly proposed charter school, which intends to serve students in grades Kindergarten through 8th Grade in the Meridian, Idaho area. Replicating the highly successful Doral Academy curriculum model found in both Florida and Nevada, DAI will use an arts integration model in order to fulfill its mission and vision, as shown below:

Mission

Through arts integration, individual student focus, and rigorous academics, Doral Academy of Idaho will place all students on a path for success at the college and career level as measured by state and local assessments.

Vision

Doral Academy of Idaho seeks to improve our community by creating students who think critically and analytically, are confident decision makers, utilize problem-solving skills, work collaboratively, and are imaginative and creative thinkers. We are committed to equipping students with the skills and personal growth necessary to be successful scholars throughout life. In doing so, we will ensure that our alumni are educated persons who are flexible, adaptive learners both as young people and adults who are ready to meet the economic, social, and intellectual challenges they will face in the 21st century.

DAI's educational philosophy is built upon innovative learning methods. Through the arts, (music, dance, theatre, visual arts, and media production) students will be afforded the opportunity to learn in a way that meets their own unique cultural, intellectual, social, and emotional needs. Students' minds will be opened and understanding deepened through project-based learning. Learning will focus on creativity, problem-solving, collaboration, perseverance, and the ability to work through the rigorous demands, set forth by the Idaho Content Standards (ICS) and measured by the ISAT assessment. The school's program is modeled after specific arts integration learning methods and strategies that have proven successful in raising both student engagement and achievement, including on assessments such as Nevada's SBAC that are based on the same ambitious standards and share items with the ISAT.

As defined by Lynne B. Silverstein and Sean Layne from the Kennedy Center, "Arts Integration is an approach to teaching in which students construct and demonstrate understanding through an art form. Students engage in a creative process which connects an art form and another subject area and meets evolving objectives in both."¹ At DAI, instruction in core subjects (i.e. – math, reading, science, etc.) is integrated with content and skills from the arts—dance, music,

¹ Silverstein, Lynne B. & Layne, Sean. "Defining Arts Integration". (2010). The John F. Kennedy Center for the Performing Arts.

theater, and the visual arts. Students at DAI will benefit from a seamless blending of the content and skills of an art form with those of a co-curricular subject.

The benefits of arts integration on educational and social outcomes for students has long been a topic of study and, is thus, founded in sound research. Just a few examples of this research are detailed below:

- Arts integration is highly effective in engaging and motivating students.²
- Arts integration positively affects student academic achievement as well as executive functions (i.e. – representational knowledge, operational processes, self-regulation, etc.).³
- Being in an arts integrated classroom increases the odds for students to pass assessments in both English language arts as well as mathematics.⁴
- The arts can engage students who are not typically reached through traditional teaching methods, including those from economically disadvantaged backgrounds, reluctant learners, and those with learning disabilities.^{5,6,7}
- Through experimenting with different art forms and processes, students learn to take risks through exploration and to develop flexible thinking skills, envisioning from different vantage points and responding to new possibilities in the creative process.⁸

Arts Integration enables students to make meaningful connections to one another, to themselves, to their world, and to other content areas. Arts integration supports the academic achievement and improved social behavior of students while enhancing school climate and parental involvement. Instruction through arts integration is a mutually beneficial method for teaching. Through the arts, students are able to approach the content in other subject areas via multiple entry points and, in turn, are able to solidify their understanding of the arts through by integrating it with core academic subjects. Additionally, the arts provide students multiple modes for demonstrating learning and competency and it enlivens the teaching and learning experience for entire school communities. “At its best, arts integration is transformative for students, teachers, and communities. The imaginations and creative capacities of teachers and students are nurtured and their aspirations afforded many avenues for realization and recognition.”⁹

² Hardiman, M., Rinne, L. and Yarmolinskaya, J. (2014), “The Effects of Arts Integration on Long-Term Retention of Academic Content”. *Mind, Brain, and Education*, 8: 144-148.

³ Moss, T. E., Benus, M. J., & Tucker, E. A. (2018). “Impacting urban students’ academic achievement and executive function through school-based arts integration programs”. *SAGE Open*, 8(2), 1–10.

⁴ Walker, E., Tabone, C., & Weltsek, G. (2011). “When achievement data meet drama and arts integration”. *Language Arts*, 88(5), 365–372.

⁵ Deasy, R.J. (Ed.). (2002). *Critical links: Learning in the arts and student achievement and social development*. Washington, D.C.: The Arts Education Partnership.

⁶ Fiske, E.B. (1999). *Champions of change: The impact of the arts on learning*. Washington D.C.: Arts Education Partnership and the President’s Committee on the Arts and the Humanities.

⁷ Stevenson, L.M. & Deasey, R.L. (2005). *Third space: When learning matters*. Washington D.C.: Arts Education Partnership.

⁸ Ibid.

⁹ Doral Academy of Nevada – Saddle Campus, *Art Integration*, [website], URL: https://doralsaddle.org/apps/pages/index.jsp?uREC_ID=267172&type=d; last accessed June 2019.

DAI is committed to engaging all learners by educating the whole person: mind, body, and heart. DAI believes in high standards of achievement, in a culturally responsive school environment, can be realized through active learning by using an arts integrated approach, nurturing a strong sense of belonging to the school.

Student Academic Achievement Standards

Driven by its mission and vision to ensure all students are successful in life, DAI has established the following goals:

1. By its third year of operation, at least seventy-five percent (75%) of 3rd-8th Grade students will achieve proficient or higher on the annual ISAT summative assessment for English Language Arts (ELA)/Literacy.
2. By its third year of operation, at least seventy-five percent (75%) of 3rd-8th Grade students will achieve proficient or higher on the annual ISAT summative assessment for Mathematics.
3. By its third year of operation, at least seventy percent (75%) of 5th and 7th Grade students will achieve proficient or higher on the annual ISAT summative assessment for Science.
4. If an achievement gap exists between students in targeted at-risk student subgroups (economically disadvantaged, English Language Learners (ELL), Students with Disabilities (SWD) and other at-risk groups) and the general student population, DAI decrease the achievement gap between each subgroup and the general student population by at least thirty percent (30%) by the end of its third year of operation, as measured by the summative ISAT as well as the school's selected interim benchmark assessments.¹⁰
5. One hundred percent (100%) of Student and Parent Survey results will display a "Rating" or higher for students receiving individual focus and for students facing rigorous academics, as measured by the end-of-year Student and Parent Survey

These goals have been partly established by examining the current academic achievement results of schools in DAI's target area. (For more information, please see the discussion of student achievement in [areas area schools on page 53](#) in [Section IV: Student Demand and Primary Attendance Area](#).) After examining these results, DAI firmly believes that the goals it has established above are both ambitious and attainable.

Importantly, the goals set for ELA/Literacy, Mathematics, and Science are substantially higher than the most recent statewide elementary performance in those subject areas: 54.4 percent, 45.5 percent, and 61.4 percent respectively. They also exceed recent elementary performance levels for the local West Ada School District in ELA/Literacy and Mathematics: 66.5 percent and 58.1 percent. while approaching the 73.5 percent performance of the district in Science. Similarly, these goals would also result in the charter school exceeding the state average proficiency in middle school in ELA/Literacy, Mathematics, and Science: 54.4 percent, 44.5

¹⁰ This goal will be achieved without reducing the rigor and performance of the general student population.

percent, and 61.4 percent respectively and they exceed the district's 66.5 percent ELA/Literacy proficiency and 58.1 percent Mathematics proficiency.

In addition to exceeding recent state and local district averages in ELA/Literacy and Mathematics, we believe that these goals are appropriately ambitious for several reasons. Most notably, the proposed targets in all three subject areas meet or exceed those of the likely cohort of sending schools, which are analyzed in greater detail ~~on page 53~~ in [Section IV. Student Demand and Primary Attendance Area](#). Secondly, these targets also reflect the reality that while the state standards in reading and mathematics were adopted some time ago, there are recent changes to the state's science standards that merit the adoption of more conservative science goals until such time as there is additional data on how those standards adjustments will impact assessment results in 5th and 7th grade.

Additionally, since science is only assessed twice in grades 3-8, the n-size of students is considerably smaller within a given year and there is likely to be more variability in performance, especially in the early years of implementing a new set of standards and a new assessment. Moreover, our approach to science and social studies instruction is based on a thoughtful implementation of the embedded social studies, science, and technical subject standards in grades K-5 of the Idaho ELA/Literacy Content Standards as well as the separate and aligned Literacy in History/Social Studies, Science, & Technical Subjects standards for the applicable secondary grades of our proposed middle school. Finally, our theory of change is based on the fundamental premise that arts integration is a potent strategy to engage students and improve pupil performance across subject areas, but it is tempered by the reality that high achievement in science and social studies, particularly at the higher grades, is predicated on strong literacy and numeracy skills.

Due to this confluence of reasons, we suspect that science proficiency may initially lag the proficiency levels we project in English Language Arts/Literacy and Mathematics during the early years of implementation, both due to the nature of our implementation and the likelihood that the shift to a new science assessment based on the new standards results in a more rigorous assessment will mirror the general pattern of the shift to more ambitious ELA/Literacy and Mathematics standards: results on the new science test based on the new standards will indicate a lower baseline level of proficiency than the standards and assessments used up until recently.

Given these and other factors, DAI administration and relevant faculty will continually monitor progress towards our academic targets and propose that the governing board adapt these goals as needed on a yearly basis to ensure that their mission of preparing all students for success at the college and career level is being fulfilled and that the school is on track to meet or exceed the then current standards under any applicable performance framework. Importantly, because the local district's performance is substantially higher than the state as a whole, the founding board has chosen to focus primarily upon proficiency. Based on our research, however, we have discovered that some charter schools ultimately enroll a student body that faces greater initial academic challenges than its host district. Depending on baseline student achievement

results, for example, it may ultimately be necessary to supplement these targets with internal annual academic growth and subgroup improvement targets building on those baselines to ensure that the school is meeting the needs of all of its learners and is on track to meet the proficiency targets specified above and the expectations of the Commission's Performance Framework.

Key Design Elements, Curricula, Tools, and Instructional Methods

Replicated Educational Model & Affiliation

DAI plans to replicate the highly successful curriculum model of Doral Academy Inc. (Doral Inc.). The affiliation with Doral Inc. ~~Affiliation~~ is a key partnership in the success of the curriculum development plan. Doral Inc. has successfully opened and implemented this curriculum model and best practices at additional Doral schools in both Florida and Nevada. The Doral curriculum model includes four key components:

1. Standards Aligned Curriculum (to the state in which the school is located): Nevada and Florida each have aligned their ELA and Math Curriculum to the Common Core Standards (CCSS). Thus, as Idaho formally adopted the CCSS as the ELA and Mathematics components of the Idaho Core Standards (ICS), the program will be readily replicable and aligned to the rigor of the ICS. Furthermore, and pending approval of the petition, the Principal will work closely with Doral Academy Inc. to ensure DAI's Science curriculum is aligned to the Idaho Science Standards adopted early last year (2018).
2. Arts Integration: Arts Integration instructional strategies and methods are best practices utilized to teach the curriculum fusing an art form (drama, music, art, etc.) within the learning process;
3. Basal Textbooks and Other Support Materials: standards aligned materials that support learning;
4. Data Driven Instruction Model: Doral Inc. has the philosophy that their schools should meet the needs of the community in which they are located and the students they serve. Thus, DAI will use results on student interim and summative assessments to make data-driven decisions for the benefit of the student.

~~The Doral Academy Inc. Affiliation Agreement~~ provides support in best practices in implementing this curriculum model. The support provided by Doral Inc. includes, but is not limited to: a standards aligned curriculum; developing school-specific course scope and sequences based on local community needs and designed to increase buy-in of teachers and leadership; Arts Integration instructional strategies and methods; a Data Driven Instructional model; Positive Behavioral Support; support in starting a new school; and staff training. With this support, DAI's Governing Body and Principal, are provided the freedom to plan their own course scope and sequences and select the type(s) of art-form (instructional strategies) that will be implemented in the school. This model allows DAI to best meet the needs of its unique community while simultaneously being able to draw expert support to ensure student success.

Awards and Distinctions

The Doral Academy Inc. curriculum model has been highly successful in the opening of six schools in Florida and seven schools in Nevada. In recent years, two Doral Florida middle

schools, Doral Academy Charter Middle School and Doral Academy of Technology, were named National Blue Ribbon Schools in 2015 and 2017 respectively. Additionally, a Doral Florida high school, Doral Performing Arts & Entertainment Academy, was named a National Blue Ribbon School in 2014. Nevada Doral schools also distinguish themselves. In 2018, the first year that the State of Nevada reported charter school performance by individual school as opposed to at the charter-holder level, two Doral schools, Doral Academy Red Rock Elementary School and Doral Academy Cactus Middle School, were ranked in the top ten schools statewide in their grade bands for their performance in the first full year of the revised Nevada School Performance Framework. Local parents are also pleased with the network's performance, with Doral Academy of Nevada receiving the Gold Medal recognition as the best charter school in southern Nevada in the 2018 annual Best of Las Vegas program run by the *Las Vegas Review Journal*.¹¹

These successes at the elementary and middle school levels are harbingers of the plaudits received by the established Doral high schools that are fed by these programs¹². Two of the Doral Academy High Schools in Florida have been consistently ranked as one of the nation's top schools. Doral Academy Charter High School, Florida continues to be ranked as one of the nation's top high schools according to US News & World Reports.¹³ Fifty three percent (53%) of their population qualifies for Free and Reduced Lunch and ninety four percent (94%) are minorities. Doral Performing Arts and Entertainment Academy continues to be ranked as one of the nation's top high schools according to US News & World Reports. Fifty one percent (51%) of their population qualifies for FRL and ninety one percent (91%) are minorities. Please see [F2 – Doral Academy Network Data](#), for additional information.

Additional distinctions awarded to the Doral Academy network include, but are not limited to, the following:

- Named one of the top high schools in the nation according to Newsweek in 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, and 2008.
- Named one of the top high schools according to the Washington Post in 2016, 2015, 2014, 2013, 2012, 2011, 2010, and 2009.
- Named one of the top 500 schools in the nation for eight consecutive years according to US News and World Reports 2008-2016.
- Named one of the top high schools in the country by the Daily Beast since 2012-2013.
- Named #1 school by Florida Trend Magazine 2017
- NCUST Silver Award Winner 2017

¹¹ Las Vegas Review Journal. "Best of Las Vegas" [website]. URL: <https://bestoflasvegas.com/listing/best-charter-school/>; last accessed August 2019.

¹² The Doral Nevada high school program began operation with a 9th grade in 2016-17 and is growing by a grade per year. It will not graduate its first class until 2020. Consequently, the program is too new for a graduation rate or other key indicators of high school quality to be publicly reported.

¹³ U.S. News & World Report. *Education – Best High Schools – Florida – Districts – Miami-Dade County*. "Doral Academy Charter High School" [website]. URL: <https://www.usnews.com/education/best-high-schools/florida/districts/miami-dade-county-public-schools/doral-academy-charter-high-school-4892>; last accessed June 2019.

Alignment to Standards

DAI's ELA and Math curriculum is aligned with the Idaho Content Standards (ICS). As stated above, DAI will work with the Principal, once hired, as well as Doral [Academy](#), Inc., to align the Science, Social Studies, and all other content curriculums to the ICS. These standards provide a consistent, clear understanding of what pupils are expected to learn at each grade level. The framework will be taught using arts integration strategies and methods aligned with the core content overviewed below:

English Language Arts

Through carefully designed differentiated literacy instruction, DAI's ELA instruction will follow the ICS for English/Literacy in practices consisting of the following:

- Building a strong reading foundation
- Accessing complex text
- Finding and using text evidence
- Engaging in collaborative conversations
- Writing for different genres

Using a rich range of diverse print and digital media, DAI's elementary reading series, *Wonders*, provides the instructional support and materials necessary to teach the rigor, intent, and depth needed to fulfill and extend students' literacy learning. For students in the middle school grades, the school will utilize the SpringBoard Curriculum. We envision our teachers building on this content with engaging lessons that, among other things, integrate the arts into the study of language. For example, one exciting lesson developed by Doral's partner, the Kennedy Center, is entitled "Adjective Monster." This lesson begins with a read-aloud of the children's book *Go Away Big Green Monster* and brief direct instruction, using examples from the text, explaining what an adjective is and how it is used to describe an emotion or an element of someone's appearance. Students then brainstorm a list of adjectives to describe monsters as a group. After each student selects a favorite adjective to describe a monster, they design their own monster reflecting that adjective using geometric shapes and construction paper while the teacher circulates both to monitor for on-task behavior and to check for understanding. The lesson culminates in a gallery walk where students have the opportunity to explain their monsters and their favorite adjectives.

Pursuant to Idaho Admin. Code r. 08.02.01.103.02.a., students in elementary school will also receive instruction in handwriting consistent with the Idaho Content Standards for English Language Arts/Literacy: Literacy in History/Social Studies, Science, Technical Subjects, and Handwriting.¹⁴

Mathematics

DAI will follow the ICS for Mathematics. The following practices are embedded throughout the school's mathematics curriculum:

¹⁴ IDAPA 08.02.01.103.02.a. (March 2014)

- Make sense of problems and persevere in solving them.
- Reason abstractly and quantitatively.
- Construct viable arguments and critique the reasoning of others.
- Model with mathematics.
- Use appropriate tools strategically.
- Attend to precision.
- Look for and make use of structure.
- Look for and express regularity in repeated reasoning.

These mathematical practices are utilized along with DAI's core elementary mathematics program, *Investigations*, to deepen the students' knowledge in arithmetic, basic facts, but most importantly, mathematical thinking, conceptual understanding, and reasoning. Arts integration in mathematics will take many forms. One potential early elementary exploration, expanding on a Kennedy Center lesson for the early elementary years, builds on the third grade standard 3.OA.D.9., "[i]dentify arithmetic patterns (including patterns in the addition table or multiplication table), and explain them using properties of operations," has students study A-B patterns and more complex patterns in both the arts and in mathematics. Through this exploration, students will learn new applications of the words pattern and repetition, recognize AB patterns and more complex patterns in nature and manmade objects or material, construct an AB pattern and more complex patterns using small manipulatives, practice AB patterns and more complex patterns using simple items found in the classroom, and participate in a group activity that reinforces the AB pattern and more complex patterns. For students in middle school grades, the school will utilize the SpringBoard Curriculum.

While the curriculums for Science and Social Studies have not been completely vetted to ensure their alignment to ICS at this time, DAI believes that the curricula for both subjects will similarly mirror the following:

Science

Science instruction revolves around hands-on experiences through the guidance of the Next Generation Science Standards (NGSS) and the ICS. Science instruction will use FOSS kits as well as teacher created units. The FOSS Program bridges research and practice by providing tools and strategies to engage our students in enduring experiences that lead to deeper understanding of the natural and designed worlds. The hands-on approach of FOSS is also particularly aligned with DAI's approach to arts integration. As noted above, science staff will supplement the FOSS modules with staff-selected content and staff-developed activities to provide greater depth and coverage in some areas of the NGSS. School-based supplements also provide the opportunity for faculty to delve deeper into arts integration in the sciences. For example, one Doral school in Nevada has created model content in the area of earth science wherein early middle school students learn a "continental drift dance" as part of their initial exposure to plate tectonics. This is part of a school-created supplement to the middle school FOSS Earth Science Course which serves to provide more explicit content on the subject of continental drift, consistent with ESS2-MS-3, the ICS/NGSS standard which expects students to

“[a]nalyze and interpret data on the distribution of fossils and rocks, continental shapes, and seafloor structures to provide evidence of the past plate motions.”

Social Studies

Social Studies instruction provides foundational skills that are key to building communication, collaboration, and critical thinking. Following the ICS, teachers will create units and utilize the 21st Century Skills to teach students how to make informed and reasoned decisions for the public good as citizens of a culturally diverse, democratic society in an interdependent world. As with science, there are myriad opportunities for arts integration and to select and customize content to our local context, including content offered by our Kennedy Center partner. For example, ICS Social Studies standard 4.SS.1.3.1 requires that fourth grade students be able to “[i]dentify the five federally recognized American Indian tribes in Idaho: Coeur d’Alene, Kootenai, Shoshone-Bannock, Nez Perce, and Shoshone-Paiute Tribes and current reservation lands,” while ICS Social Studies standard 4.SS.1.3.2 sets forth the expectation that students be able to “[d]iscuss how Idaho’s tribes interacted with and impacted existing and newly arriving people.” -In addition to teacher-created content that will address this standard, our Kennedy Center partner has developed a lesson, “Lewis and Clark: Prized Possessions,” which integrates the arts with social studies content to give students insight into both the experience of the first western explorers to enter Idaho, the role played by a local Lemhi Shoshone woman, Sacajawea, and one particular aspect of her culture at the time of contact. In grades K-5, Social Studies Standards will be taught through Thematic Units. In Middle School Grades, students will take Social Studies courses.

Scope and Sequence/Pacing Guide and Curriculum Selection

The faculty of the school will develop a scope and sequence or pacing guide for each course. DAI will receive support in Professional Development for setting this process up through the Doral [Academy](#), Inc. affiliation. This tool serves as the basis for lesson plan development to ensure that all benchmarks are addressed in a timely manner. The scope and sequence, or pacing guide, will largely be aligned to the basal text. Teachers will develop and/or provide additional resources such as novels of varying genres, as may be necessary, to teach benchmarks not adequately addressed in the basal text. The faculty of the school will also develop a reading and mathematics instructional focus calendar to provide a framework which enables all faculty and support staff to simultaneously address the same standards. As teachers plan both as grade level cohorts and individually in their classrooms, they will make sure to identify:

1. The overall goal of the Lesson/Unit;
2. What students will understand as a result; and
3. Measurable objective that align with the a) content strand(s) and b) art strand

Particularly in the area of science and social studies, curriculum adoption is driven by several factors, including elementary and middle school teacher content familiarity and the desire to foster creativity and ensure deep teacher ownership in these content areas versus a taking a more prescriptive textbook approach which may take away from the sense of ownership of these subject areas. Additionally, we have a deep desire to provide more hands-on activities

and encourage our teachers to develop units that are not only rigorous, but also relevant to student context (e.g. units that connect to Idaho in some way); and growing teacher comfort with and proficiency in arts integration strategies in science and social studies in out years (beyond year 3). Consequently, we intend to seek teacher and leadership voice and input in both core and supplemental resources in science and social studies through the scope and sequence process and the refinement of scopes and sequences in subsequent years versus pursuing exclusive adoptions of textbooks in these subject areas.

Common Board Configuration

Teachers will implement the Common Board Configuration (CBC), which provides a uniform structured itinerary strategically located in the identical location in each classroom. The CBC helps pupils adapt to instructional routines and procedures. CBC includes: bell work, the Essential Question (EQ), the measurable objective, activities, and homework. Please see Table 1 below:

Table 1: Common Board Configuration Example	
Date: April 12 th , 2018	Vocabulary: Adjective
Bell Ringer: Review definition of Education Philosophy	Agenda: 1. Bell Ringer 2. Review “Educational Philosophy” 3. Introduce “CBC” 4. Think, Pair, Share 5. Etc.
Benchmarks: Demonstrate an understanding of Common Board Configuration	
Objective: I can... describe what a Common Board Configuration is.	
Essential Question: What is the Common Board Configuration?	Summarizing Activity: Questions and Answers
	Homework: Write a 1-page paper on the CBC

Electives

Kindergarten-5th Grade Electives

The goal of the K-5 electives is to provide students exposure to many different genres of the arts. The students will be on a rotating schedule to experience these throughout the year. In year one of operation the school may not be able to provide all of these electives, however, as the school expands enrollment, DAI will work to offer all of these specials/electives to provide optimal exposure to its students. The electives are as follows in **Table 2** below:

Table 2: Elementary (K-5) Electives			
Music	Visual and Performing Arts	World Languages	Other Electives
<ul style="list-style-type: none"> • Music • Violin 	<ul style="list-style-type: none"> • Art • Dance • Media Arts • Theatre 	<ul style="list-style-type: none"> • Spanish 	<ul style="list-style-type: none"> • Technology

6th-8th Grade Electives

DAI understands the importance of offering a high quality selection of electives to enrich the curriculum and provide an attractive alternative as a viable school of choice.¹⁵ DAI will maximize options for electives by having middle school teachers lead at least one elective addition to their core classes. Proposed electives are demonstrated in **Table 3** below:

Table 3: Middle (6-8) Electives			
Music	Visual and Performing Arts	World Languages	Other Electives
<ul style="list-style-type: none"> Beginning Band Advanced Band Beginning Chorus Advanced Chorus Guitar 	<ul style="list-style-type: none"> Art Introduction to Media Technology Media Production Theatre 	<ul style="list-style-type: none"> Beginning Spanish 1 (8th Grade for High School Credit) 	<ul style="list-style-type: none"> Leadership Office Aide

As DAI grows, the school plans to incorporate these or similar programs, based on student interest, school resources and state requirements. The guiding principle will be that electives are selected to reinforce school goals for arts exposure and integration.

Integrating the Arts Instructional Strategies

Arts Instructional Strategies and Methods are the best practices utilized to teach the curriculum fusing an art form within the learning process. The process of integrating the arts is a multi-tiered process that takes several years. Following the model of Doral Inc. and working with the Kennedy Center of Performing Arts, DAI will use the same process to integrate Arts Instructional Strategies and Methods to teach the standards aligned curriculum.

DAI will implement two school-wide Arts Instructional Strategies and Methods each year. All staff will receive professional development on these strategies. The school only selects two so that they can be taught with validity, and so that students can learn to produce the outcomes of the methods comprehensively. All staff will implement these strategies and methods throughout their core curriculum. Each year the school will add additional school-wide strategies to broaden their toolbox of Arts Instructional Strategies. DAI will also start with one core curriculum area to focus on Arts Integrations strategies and each year add another core curriculum area. The following will be the process of integrating the arts in the first three years of operation:

Table 4: Arts Instructional Strategies 3-Year Integration			
Year of Operation	Focus	Genre	Strategies
Year 1	ELA	Drama	Tableau On/Off
Year 2	ELA	Drama	ABA Actor’s Toolbox

¹⁵ In DAI’s first year, the 6th grade will operate as a self-contained elementary classroom. By DAI’s second year of operation, the 6th and 7th grades will be departmentalized and operate as a middle school.

Year 3	Math/Science	Dance	Moving Through Math-Grouping Game and Patterns
<p><i>*By year three of operation, all teachers will have six arts integrated instructional strategies to utilize. The school will continue this process of adding a new strategy each year. The Arts Integration Coach will be the “Keeper of the Strategies;” they will make sure that new teachers that join the staff receive professional development in the school-wide strategies.</i></p>			

Deeper Level Thinking Skills

Planning, enacting, and reflecting upon the creations developed from the arts integration methods are essential aspects to developing deeper level thinking skills. Integration of the visual arts, along with engaging drama and dance activities, support the refinement of reading skills that facilitate the deeper level thinking and enhanced comprehension skills that are embedded throughout the ICS:

- Developing Sensory Images: Use multiple senses to create mental images when reading by visualizing the setting, characters, and action of the text, creating a mental movie.
- Inferring: Draw conclusion and make interpretations based on information provided, but not specifically stated, reading between the lines.
- Analyze: The ability to identify and analyze literary elements.
- Synthesis: Take information from what they have read, combine it with prior knowledge, and create something new.

Year One

Tableau

Students represent people, places and things using their bodies. In Tableau, students work together to create a frozen group “picture” to communicate content in any subject. (Example: Human Slide Show-several tableau’s to show a sequence of a story, beginning-middle and end, cause and effect, etc.).

1. Students can make a tableau about anything that is being studied.
2. Tableau groups shouldn’t be larger than three – five students.
3. Designated each group’s rehearsal space and the presentation space.
4. Short timeframes work best. Challenge students to create their tableaux in three-five minutes.
5. All students rehearse at once. It’s important that each student begin in NEUTRAL. Both feet on the floor, standing tall, arms at side, and focus on a point in the distance.
6. Count students in as they move from neutral to tableau, 5-4-3-2-1-tableau.
7. Challenge students to hold their tableau, staying completely frozen from five to ten seconds.

In this arts integration approach, students will be involved in actively and socially learning. Students in small groups will read a written text often combined with a visual text. The group needs to make sense of their information and show their comprehension of the text through specific choices made, making a tableau. A tableau is a frozen picture the students act out or make with their bodies. The students must justify through a verbal response how they are

representing the written text. They must explain what they understood from the text and the choices they made in creating that frozen picture. A tableau is a tangible representation of what they are comprehending. If the students are not comprehending the passage they read correctly, the teacher will prompt them to go back to the text and try again.

The strength of this process is that they must work collaboratively and cooperatively in a group. This is engaging because they are working in a social setting and have to put on a “performance.” Students are willing to go back and fix their answers. Through this reiteration process the students go through, the students gain a deeper level thinking process and greater understanding which is aligned to the skills in the ICS.

On-Off

In the drama exercise On-Off, students are given the verbal command to position themselves as “On” or “Off”.

- OFF: When students are prompted “off,” they will stand in NEUTRAL next to their desks or in a circle facing out, hands at sides, faces neutral as if they have been switched OFF.
- ON: Students are prompted with a vocabulary word or topic from any subject the class is studying. For example, when studying Social Studies the teacher may say “Regal Leader, ON” or when studying Mathematics the teacher may prompt “Equilateral triangle ON.” Students FREEZE in the shape of the desired vocabulary word or topic until prompted to return to OFF.

Students will be asked to explain their “on” positioning, and deconstruct why they chose to represent their vocabulary word or topic in the manner they did. Student’s explanations guided by teacher questioning will teach high level thinking skills.

Year Two

ABA Form and Movement

The difference between movement and dance is similar to the difference between an essay and poem-the difference between the literal and the figurative. Dance in the classroom is a useful tool when students are to express their complex ideas or feelings. (Example: Each student creates a movement of their vocabulary word or character).

Students can begin to create dances with a beginning, middle, and end by using the simple ABA form (also used in Music):

- Beginning: Section A - Tableau
- Middle: Section B - Movement
- End: Section A - Ends with return to the same Tableau

Planning, enacting and reflecting upon Tableau work, in addition to an engaging drama activity, addresses many reading comprehension skills:

- Developing Sensory Images: Use multiple senses to create mental images when reading by visualizing the setting, characters, and action of the text, creating a mental movie.

- Inferring: Draw conclusion and make interpretations based on information provided, but not specifically stated, reading between the lines.
- Synthesis: Take information from what they have read, combine it with prior knowledge, and create something new the Dance.

Acting Right-Building a Cooperative, Social, and Kinesthetic Community

Acting Right takes the foundation elements of acting such as concentration, cooperation, and collaboration and created a structured process, which can become the basis for effective classroom management. The components include the following:

- The Actor’s Toolbox
- The Concentration Circle
- The Cooperation Challenge
- One-Minute Challenge

Character Interview

Students in the role of reporters interview students who answer the questions in the role they represent. For example, reporters interview departing pioneers in St. Louis to discover why they are going west and what they hope to find.

Role-Play

In role-play, students are invited to explore situations as if they were someone else. When in role, students respond as that person would think, feel, and speak, expressing attitudes and points of view in response to questions, situations, relationships and problems to be solved. Role Play builds student understanding of an empathy for people throughout history, scientist, math thinkers, and characters in literature. Students should be encouraged to fully research characters prior to the role-play. Below is an example of a Doral student prepping for their performance as Harriet Tubman, the students had to write an in depth report and then “act” it out.

Image 1: Role-Play Example



Year Three

Right Brain Observational Tool (RBOT)

Students practice the skills of careful observation and detailed description. RBOT can be adapted for use with visual content (photographs, charts, illustrations, artworks) as well as with performing arts (audio and video). Students are encouraged to delay inference in order to consider multiple possible meanings.

- Step 1: Observe-Share the image or sample, asking students to observe in silence for one minute (or the length of the sample).
- Step 2: Students describe what they see or notice in the image or sample, using the sentence stem “my eyes see...”, “my ears hear...”
- Step 3: Wonder-Students wonder about multiple meanings, possible inferences or content.

Dance is Best

Students represent, ideas, feelings, and content through movement. They come to understand that dance and movement can be tools of expression. They will use the basic elements of Best to explore, and to create, and finally to abstract movement. (Examples include demonstrating beats and patterns).

Body – Parts of the body plus Loco motor and Non-Loce motor Movements

Energy – How is the body moving

Space/Shape – Big, small, Levels 1-10

Time – Tempo, Rhythm, Speeds

Other Innovative Strategies

Through the Doral affiliation agreement, DAI will work extensively with artists from the Kennedy Center to develop additional content modules based on our particular context and needs that are beyond those that the Kennedy Center has previously created and disseminated through its ArtsEdge program. The following are two examples of collaborations that the Doral system has engaged in the past and will seek to build upon in the development of Doral Academy of Idaho:

- *Artist: Marcia Daft*
Project: Moving Through Math-Grouping Game and Patterns
When students are involved in Moving Through Math, they experience math concepts visually aurally, spatially, kinesthetically, verbally, and socially. This allow for a wide degree of differentiation among students as they have the opportunity to experience math concepts through a variety of learning modalities.
- *Artist: Melanie Rick*
Project: Reading Portraits as Biographies: Observe. Infer. Inquire
Portraits are often viewed as a mere depiction of a person when in actuality they can be read as biographies that communicate significant information about a person’s life. The

training focuses on observing portraits, discussing portraits, interpreting portraits, and inquiring about portraits.

Additionally, DAI will seek to hire teachers with an interest, appreciation, and/or background in the visual or performing arts. Teachers will be encouraged to utilize those skills to further integrate the arts into their own classrooms. For example, if a second grade teacher is hired who has a background in playing the guitar, they may implement music and song throughout their lessons in addition to the school-wide instructional strategies.

Since Arts Integration is about the process, each lesson or unit will highlight the Objective (Content and Arts), Process, Product, and Reflection. In most elementary school classes, lesson and units will have at least two components: 1) The applicable standard, and 2) How it will be demonstrated through arts integration. (This starts in year one).

In Middle School, the students will complete a semester long Arts Integration project in their ELA course. Though this project will be mostly facilitated in their ELA course, the project will have cross-curriculum elements and each core curriculum teacher will spend time addressing those elements for the students to add to their projects. (This starts in year one).

The Administrative Team will attend the annual national Kennedy Center Changing Education Through the Arts (CETA) Conference in Washington D.C. as well as relevant regional conferences focused on arts integration.

Additional Research-Based Instructional Strategies

Moreover, teachers will also implement other research-based instructional strategies including but not limited to:

- Differentiated Instruction – DAI’s ultimate goal is to provide a learning environment that will maximize the potential for student success. Teachers will use differentiated instruction strategies that connect with individual student's learning needs. Teachers will manage instructional time to meet the standards while providing motivating, challenging, and meaningful experiences for students to receive and process information in ways that require differentiation of experience.
- Scaffolding - Teachers will identify the current developmental skills of individual students based on assessments and provide support structures to help students move to the next level. As the year goes on, the student becomes more adept at skills and at directing his or her learning, and becomes more autonomous.
- Inquiry-Based Learning - Based on the scientific method, this student-centered strategy will require students to conduct investigations independent of the teacher, unless otherwise directed or guided through the process of discovery. Teachers will use this strategy in developing critical thinking and problem solving skills.
- Project-based learning (PBL): PBL integrates knowing and doing. Students learn knowledge and elements of the core curriculum, but also apply what they know to solve authentic problems and produce results that matter. Though PBL, teachers will engage

students in DAI projects where students can take advantage of digital tools to produce high quality, collaborative products.

- Information Processing Strategies - Teaching students "how to" process information is a key factor in teaching students how to strategically organize, store, retrieve, and apply information presented. Such strategies will include memorization, reciprocal teaching, graphic organizers, scaffolding, or webbing.
- Other High Yield Instructional Strategies: According to "Classroom Instruction that Works: *Research-based Strategies for Increasing Student Achievement*" by Robert Marzano, the following strategies are highly effective:
 - Cooperative Learning - Teachers should limit use of ability groups, keep groups small, apply strategy consistently and systematically and assign roles and responsibilities in groups.
 - Identifying similarities and differences - Students should compare, classify, and create metaphors, analogies and non-linguistic or graphic representations.
 - Summarizing and Note Taking - Students should learn to eliminate unnecessary information, substitute some information, keep important information, write / rewrite, and analyze information. Students should be encouraged to put some information into own words.
 - Nonlinguistic Representations - Students should create graphic representations, models, mental pictures, drawings, pictographs, and participate in kinesthetic (hands-on) activities in order to assimilate knowledge. (Also an arts integration strategy).
 - Generating and Testing Hypothesis - Students should generate, explain, test and defend hypotheses using both inductive and deductive strategies through problem solving, history investigation, invention, experimental inquiry, and decision-making.

Data Methods and Systems

Assessing DAI's educational effectiveness is essential to ongoing growth in excellence for individual students as well as in regards to developing our school-wide model to truly be responsive to our students' needs. In order to have a holistic approach to assessment, multiple school level assessments, both formative and summative, will be utilized to measure specific learning outcomes. Other of forms of assessment and data collection will include the ISATs. DAI will participate in all federal and state required assessment programs as directed by the Idaho Department of Education (IDE), following all required policies and procedures with regard to administration of tests and standardized practices. DAI will administer whichever assessments are chosen to be utilized within the State's accountability system, should they change in the future. In addition to the data collected from the statewide assessment program, DAI will monitor academic growth of individual students, cohorts of students, and the progress of the school as a whole.

DAI's administration will select commercially available assessments that best fit the needs of their students. DAI administration will also purchase a commercially available standardized instrument (universal screener) based on recommendations from the IDE and Doral Inc. Though

it is not yet finalized, DAI is likely to utilize the following assessments for benchmark assessments:

- STAR Reading Benchmark Assessments (Grades 3-8)
- STAR Math Benchmark Assessments (Grades 6-8)
- i-READY Math Assessment (Grades 3-5)

Teachers will also create pre-post assessments and implement portfolio assessments to regularly monitor students in their classrooms.

Strategies for Serving Special Populations

At-Risk

In accordance, with Idaho Administrative Code, DAI defines “at-risk” as “any secondary student grade six through twelve (6-12) who meets any three (3) of the following criteria:”¹⁶

- Has repeated at least one (1) grade.
- Has absenteeism that is greater than ten percent (10%) during the preceding semester.
- Has an overall grade point average that is less than 1.5 (4.0 scale) prior to enrolling in an alternative secondary program.
- Has failed one (1) or more academic subjects in the past year.
- Is below proficient, based on local criteria or standardized tests, or both.
- Is two (2) or more credits per year behind the rate required to graduate or for grade promotion.
- Has attended three (3) or more schools within the previous two (2) years, not including dual enrollment.
- Has documented or pattern of substance abuse.
- Is pregnant or a parent.
- Is an emancipated youth or unaccompanied youth.
- Is a previous dropout.
- Has serious personal, emotional, or medical issue(s)
- Has a court or agency referral.
- Demonstrates behavior that is detrimental to their academic progress.

DAI’s highly involved system of data assessment, monitoring, and Response to Intervention (RtI) model will ensure that all at-risk students are identified and supported to ensure that all students have the opportunity to be academically successful.

Special Education

As a public charter school, admission to DAI will have no exclusionary component, and special education students will be encouraged to enroll in the same manner as non-special education students are recruited. All of our recruitment materials will be tailored to address the concerns of students with disabilities and their parents. Once enrolled, students with special education needs will be included in the school’s regular education and extracurricular environment to the

¹⁶ IDAPA 08.02.03.110.01 (June 2019)

extent that such participation is consistent with each special education student's individualized education program (IEP). In all cases, the school will conduct special education as it is outlined for each individual special education student in his/her IEP. The charter school will convene IEP review meetings in order to review and revise IEPs as appropriate. The school always will attempt to place the special education student to the maximum extent appropriate in a learning environment with both his/her disabled and non-disabled peers, in accordance with the student's IEP.

As part of the school's registration process (after the student has been accepted in lottery), parents will be asked if the student has an IEP. If the parent marks "Yes" a Pop-up window requests the parent to provide the student's current IEP and any other relevant documents. In addition, the school registrar will request special education records from each student's previous school to ensure that current documentation is received in the event the parent is unable to provide this documentation or does not disclose the student's disability status for whatever reason. The paperwork is collected and a caseload spreadsheet of all enrolling students with special education eligibility is created. Parents will also be requested to turn in 504s, but the school will also take proactive steps to request such records on behalf of all students immediately following the receipt of a records transfer form from the parent. All students will be assessed using DAI's universal progress monitoring. Analysis of the progress monitoring will allow the school to begin to identify students who may need additional support. Students will then be scheduled into classes based on need (e.g. - intervention classes).

Middle School

Students who develop academic or behavior problems in middle school will be routed into a Response to Intervention (RtI) process to provide intervention, collect data, and progress monitor. For example, a student who develops a mental health issue will be put into a Check-In/Check-Out program. The program includes daily progress monitoring sheets. A mentor will meet with the student at least three times daily and additional time may be added if necessary. The daily progress monitoring sheet which is point-based can be used to track improvement in behavior and/or anxiety. Students with academic problems can be scheduled into intervention classes in an area of need. After-school tutoring programs can also help students gain lacking academic skills. While federal law requires that IEPs include secondary transition services plans by the age of 16, students who will turn 16 during the effective period of their IEP should also have a transition plan created to ensure that those services are provided once they reach the required age. DAI's Professional Development will include the area of Transition so that appropriate transition services and goals can be provided in such cases, notwithstanding the possibility that the student's receiving high school may choose to consult with the student and the parent on modifications to the transition plan once the student graduates from DAI's eighth grade and enters high school.

Over-Identification

Students who are inappropriately placed in special education will be identified by progress monitoring on a routine weekly basis through their IEP goals. Students also take quarterly universal progress monitoring assessments that all students in the school are given. The special

education teacher will complete a monthly analysis of data to determine if students are meeting their goals. If students are meeting their behavior and/or academic goals and progress monitoring is showing growth, the IEP team can meet to discuss the exit of students who are no longer showing academic or behavioral needs.

If the school has a student who needs transitioning out of special education, the IEP team may transition the student out by revising the IEP to provide consultation services during the reevaluation period. If the team determines that student no longer needs an IEP, said student will be referred to the school psychologist who, with parental permission, will reevaluate the student. The IEP team will then meet to determine if a student is still eligible in the eligibility category or does not meet eligibility.

Continuum of Services

The continuum of services offered by the charter school begins in regular education classes. All students are given a universal progress monitoring assessment monthly. The school analyzes the data. Each quarter the school meets as a team during "Data Day" which allows the school to discuss children scoring in the bottom 15% or another cut score as determined by the school. Students who score in the bottom 15% and students who are failing are discussed. The staff brainstorms different interventions that may help the student gain academically or behaviorally. In general education, intervention periods are scheduled in daily to provide instructional level academics to all students. In addition, after school tutoring clubs and blended online learning programs, provide instructional level interventions.

If the student is still not showing progress on the universal progress monitoring, the student will enter into an RtI program. During RtI, a goal is written in the deficit academic area, the student is provided with additional interventions, and the student has weekly progress monitoring related to the goal. The data is graphed and analyzed every 6-8 points. If the student's graphed line is not moving toward the grade level trend line, then instruction becomes more intensive by increasing the amount of time in intervention, increasing the number of sessions in intervention, or changing the teaching method. If, after 12-16 data points, the student's graph still shows a lack of progress, the student will be referred to special education team. Consistent with Federal law and guidance, a parent may also request a comprehensive evaluation at any time, including prior to commencement of or during the RtI process.

Once the evaluations are complete, the team will reconvene to discuss the results of the evaluation and determine eligibility for special education. The school will provide a copy of the eligibility report, along with copies of all evaluations to the parents. The conference may convene without the parent under the following conditions: (1) the parent waives his or her responsibility to attend, or (2) the parent has neglected to respond to three documented communication efforts.

Once this conference is completed, the team will develop an Individualized Education Program (IEP), determining what special education or related services will benefit the child.

An IEP will be completed describing the special services, and the parent or guardian will sign a Consent for Special Education Form. Once this process has been completed and the team, including the parents, is in complete agreement with the provisions of the IEP, the IEP will be signed and services will begin immediately.

IEP Yearly Reviews

Once a year, or more frequently if necessary, there will be a team conference, that includes the individuals described in §300.344, and other qualified professionals, regarding each child on an IEP. During this conference, team members will discuss the progression toward annual goals and objectives, develop new goals and objectives, and determine whether the child's special needs can continue to be appropriately met through the current educational placement. To initiate such a conference, the special education teacher will send home a Prior Written Notice accompanied by a Notice to Conference Form. As with the initial IEP meeting guidelines, the special education teacher must give the parent a number of opportunities to participate and document at least three attempts to establish communication prior to holding an IEP meeting without the parent.

Three-year Reevaluations

Reevaluations will be conducted in accordance with the procedures outlined above regarding initial evaluations if conditions warrant a reevaluation or if the child's parent or teacher requests an evaluation. They will occur at least once every three years. An IEP meeting will follow to develop new goals and objectives. IEP teams cannot exit or deny students from services based on reevaluations finding that a student no longer meets initial eligibility criteria. The School Leader and the special education staff will maintain exceptional records, and proper measures will be taken to ensure that they are kept confidential pursuant to applicable laws and regulations. These procedures include but are not limited to allowing parents the right to inspect any files pertaining to their child, maintaining a record of all parties gaining access to exceptional files, amendment of records at parent request, parental consent, procedural safeguards, destruction of data, children's rights, and providing a free appropriate public education (FAPE).

Least Restrictive Environment

Consistent with the principle of least restricted environment, most students who are determined to be eligible for special education services would first receive support in regular education with supplementary aides and services and progress monitoring would continue. If the student showed no academic growth, a resource room would be added. A Resource Room could then be added up to 50% of the day to provide the necessary interventions to show academic growth.

Students with severe intellectual disabilities also can benefit from combining inclusion with a resource room. In the regular education classroom, using peer assisted learning and online programs can help the student remain with typical peers and receive intensive instructional level instruction.

Students with severe emotional disabilities also can benefit from combining inclusion with a resource room. In addition, a Check-In/Check-Out system is very effective for students with emotional needs. A mentor is assigned to the student and the student has a daily progress monitoring sheet which goes home daily. The student's parent bridges their behavior at school to privileges at home. Depending on the student's needs, the mentor will check in with student at least three times a day, though more can be done if needed. Furthermore, the school counselor can help the family with locating appropriate community support.

Depending on the nature of and severity of the disability, other placement models outside of the approach discussed above may be determined to be more appropriate to the needs of the student. As a local education agency, the charter school could explore contracting for a change in setting in a manner consistent with Idaho Department of Education procedures or bringing in other resources to meet the student's needs.

Staffing

DAI's administration team will recruit highly qualified special education teachers through multiple means. They will use job recruiting websites such as Teachers to Teachers and DAI's administration will attend and recruit teachers at Teacher Fairs in several states. Teachers who are not certified in Idaho will apply for teacher certification. All related service personnel including speech and language therapists and school psychologists will be certified in the State of Idaho or they have to apply for a license before they are hired.

Staff Development

DAI will schedule Professional Development (PD) days into their yearly calendar. PD will be offered in the areas of intensive interventions and research validated methods addressing the unique needs of students with disabilities. Additionally, the special education teachers, the special education facilitators, and the related service personnel (eg. SLP and OT) will be in communication with teachers providing instructional information on how to modify the curriculum and address the unique needs of students with disabilities on a weekly basis as service is provided.

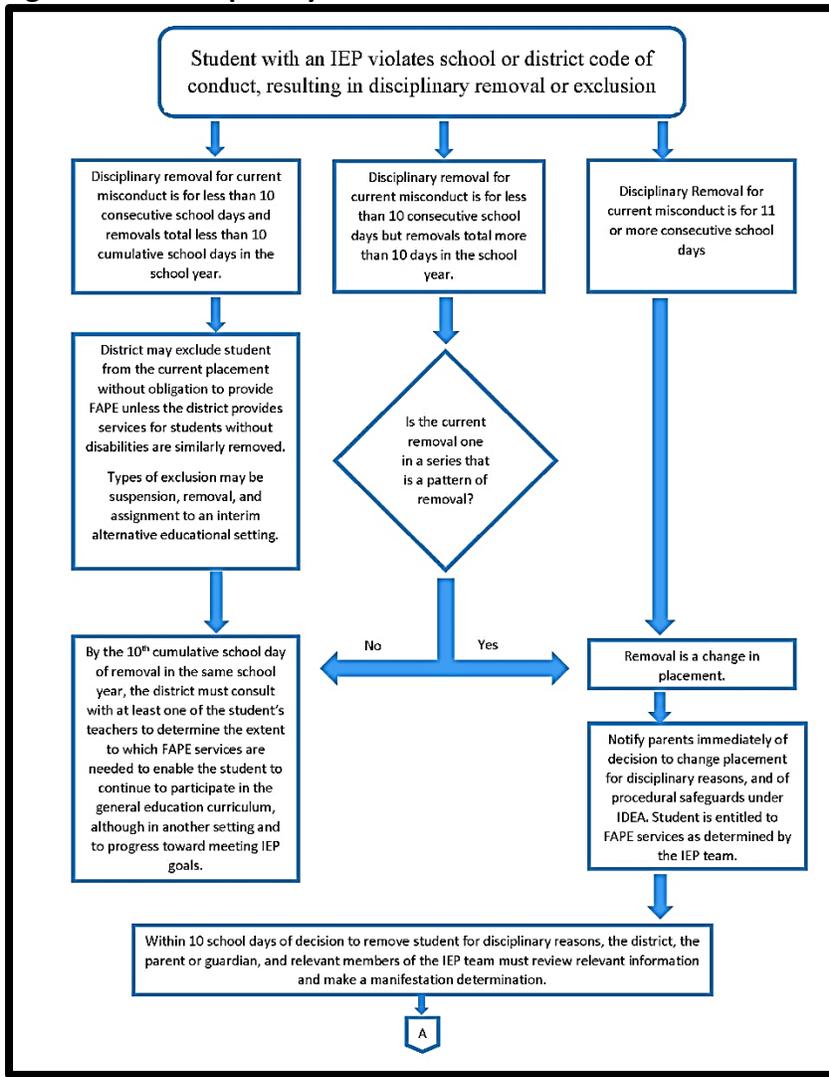
Discipline

The rights of students with disabilities are protected by following the IDEA flow chart below. If a student with disability has a discipline problem, the administration contacts the parent for a parent meeting. If the student is suspended, all school work may be picked up daily by the parent and returned so that student's grades are not affected. Alternately, the school can provide the work by other means. If necessary, a teacher will provide service in the home setting or the student will receive alternative instruction in an after school program.

The IEP team will also meet after 5 suspensions to complete a manifestation determination IEP meeting. The team will brainstorm other services and community resources that may benefit the student to prevent further behavior disruptions. A Functional Behavior Assessment (FBA) will be completed and the team will reconvene to write a Behavioral Intervention Plan (BIP). The team may also request a Behavior Therapist to help in the process.

If the student has reoccurring events that result in further suspension, the team will meet after nine suspensions and complete a change of placement. The administration will contact the parent for a parent meeting. Each time a student is suspended, all school work may be picked up daily by the parent and returned so that student’s grades are not affected or other arrangements may be made to ensure access to assignments. Again, if necessary, a teacher will provide service in the home setting or the student will have alternative instruction in an after school program. Please see **Image 2¹⁷** below:

Image 2: IDEA Disciplinary Procedures for Students With Disabilities



Monitoring

DAI’s special education programs comply with all federal and state laws. The role of the special education facilitator is a complete compliance review on all IEPs before and after the IEP

¹⁷ Bateman, David F. & Bateman, C. Fred. *A Principal’s Guide to Special Education, 3rd Edition*. Council For Exceptional Children. Arlington. (2014).

meetings. In addition, a review of the confidential folder will be completed monthly on all confidential folders. Special education facilitators check annual and three-year dates weekly to make sure all meetings are held on time.

Special education teacher's complete progress monitoring on a weekly basis to evaluate for student growth and success. If a student shows no academic growth, a resource room is added. A resource Room can be added up to 50% of the day to provide the necessary interventions to show academic growth. If a student shows academic growth, then said student will be provided a less restrictive placement with support. As the student successfully progresses towards full time in the general education curriculum, direct support services can be implemented by the special education teacher in the regular education classroom with supplementary aides and services until they receive consultation services. Quarterly progress reports are sent home. Progress reports are also sent home more frequently as determined by an IEP team. Student grades are also monitored weekly to see academic growth. If students are not receiving enough support determined by weekly progress monitoring and grade checks then the IEP is revised.

Once students are in middle school, a daily monitoring sheet will be used and includes looking at direct instruction participation, classwork participation, homework turn-in, and citizenship. Each teacher signs the student out of class. Special Education teachers check students out at the end of the day. Copies of the form go home with the students for parents to sign. Special education teachers keep a copy and the student returns the signed copy the next day when they pick up their new folder.

Special education facilitators will help to monitor the academic and behavioral growth of students with disabilities in order to ensure that student needs are being met. Adjustments to a student's instructional programs are made accordingly through the collaboration with the SPED team (teachers, administration, and SPED Facilitators) and progress monitoring.

Parental Involvement

All DAI staff will follow all IDEA procedures when implementing appropriate programs related to IEP evaluations/re-evaluations by phoning parents to set up meetings and then following with two prior written notices.

Check-In/Check-Out systems and progress monitoring reports are sent home on a predetermined frequency: daily or weekly. Quarterly progress reports and report cards are mandatory universal grade reports. Special education teachers and related staff are expected to have frequent communication with parents with students with emotional and or behavioral needs.

In this digital age, teachers even text back and forth with a parent through the day if necessary to give them updates if a parent requests to be informed. In addition, the school uses an online program and websites where they post all school events and homework assignments.

English Language Learners

Identification

DAI will identify the primary language of students upon enrollment. The process is as follows:

- All newly-enrolled students are provided an A Home Language Survey (HLS) is included in the enrollment packet.
- Based on the answers provided to the questions in the HLS, student records will be requested from the student's last school/school district. Students without a WIDA Placement will be given a placement test.
- All student screening and evaluation will use the assessment framework adopted by the State of Idaho, the World-Class Instructional Design and Assessment's (WIDA) Assessing Comprehension and Communication in English State to State for English Language Learners (ACCESS). DAI will initially administer the WIDA-ACCESS Placement Test (W-APT), an English language proficiency "screener" test given to incoming students who may be designated as English language learners. It assists educators with programmatic placement decisions such as identification and placement of ELLs."¹⁸ The W-APT screener for English proficiency will take place in the first 30 days of school.

Placement

For students Classified as Non-English or Limited English Proficient who are coded as non-English or limited English proficient as a result of the initial assessment, the following steps will be completed within the mandated timelines:

1. Classify students who are eligible for English Language Learner (ELL) services as Non-English or Limited English proficient. The students eligible for ELL services.
2. Prepare a Parent Notification Letter if a student qualifies for ELL services. Once the parent receives the letter, they may choose to receive ELL instructional services. If the parent or guardian refuses ELL instructional services, the school will meet with the parent or guardian to ensure that the parent or guardian understands what is being waived. Parents or guardians may only waive ELL instructional services – not testing. The school will document the parent conference and place a copy of the waiver in the cumulative student folder.
3. As stated above, students will be evaluated with the World-Class Instructional Design and Assessment's Assessing Comprehension and Communication in English State to State for English Language Learners (WIDA-ACCESS) assessment, which is based on a six tier scoring system. Students will receive an English Language Proficiency Level on a scale of 1-6 (1-Entering, 2-Emerging, 3-Developing, 4-Expanding, 5-Bridging, 6-Reaching). Teachers will utilize the score report to better differentiate instruction to meet the needs of each student.
4. Once students are assessed, the Principal will ensure that eligible students are provided appropriate ELL services. In addition, Principals or designees will ensure that ELL students and their parents or guardians are aware of school activities and other

¹⁸ WIDA. Assess. *Kindergarten W-APT*. [website] URL: <https://wida.wisc.edu/assess/kwapt>; last accessed June 2019.

opportunities at the school in a language they understand. Students who are eligible for ELL services will receive these services until it is determined, through reevaluation procedures, that they possess adequate English language and academic skills to allow them to perform satisfactorily in general education classes without special instructional considerations.

Staffing

DAI's ELL services may be coordinated through a teacher with an ENL-7126 endorsement who will, at least initially, be administering ELL identification and support services in conjunction with his or her role as a classroom teacher. DAI's Board and Principal may also decide to contract for these services through duly-certified, ENL-7126 endorsed contractors that administer ELL assessments and support ongoing monitoring of ELL students.

DAI will offer an evidenced-based ELL Program such as the Content-Based Model. The goals of all of the program will be to: (1) help ELL students achieve comprehension, speaking, reading, and writing competence in the English language; (2) enable students to achieve and maintain grade level status; and (3) enable students to meet graduation standards. The Sheltered Content-Based ESL Instruction Model is an integrated content language approach. The goal of the Sheltered Content-Based Instruction Model is for ELL students to develop English language skills in content classes.¹⁹

The goal of the content-based approach is the acquisition of English and grade level academics so that the ELL student can succeed in an English-only classroom. This approach has the following features:

- All instruction is done in English;
- When possible, the child's primary language is used to clarify instruction;
- English is taught through reading, language arts, math, science, and social studies;
- A strong English language development (ELD) component is included in every lesson;
- The acquisition of English takes place in a structured, non-threatening environment in which students feel comfortable taking risks; and
- Controlled vocabulary is included while students gradually acquire the necessary language skills to succeed academically and become lifelong learners.

Monitoring

DAI will progress monitor ELL students as with all students on a regular basis using data to track their progress. In addition, ELL students will be reassessed every year to determine whether the pupil's proficiency in English is fluent and whether they are able to succeed in courses of study that are taught only in English. The school will monitor all reclassified students for a minimum of two years after they have met language proficiency.

¹⁹ Dong, Yu Ren. (2005). Educating language learners: getting at the content. *Educational Leadership*, 62(4), Retrieved from <http://www.ascd.org/publications/educational-leadership/dec04/vol62/num04/Getting-at-the-Content.aspx>; last accessed June 2019.

The Principal will ensure appropriate policies are followed. As with non-ELL students, ELL students may be retained. In the case of ELL students, the Principal will ensure that ELL students are not retained based solely on the student's inability to perform in the English language. In making a determination of whether an ELL student should be retained, the Principal will ensure that careful consideration is given to the range of services and options available prior to making the decision to retain a student. Response to Instruction (RtI) data should be used to assist the principal in making retention decisions regarding an ELL student.

Adjustments or changes to the student's educational program may be necessary in order to avoid retention. As with non-ELL students, retention concerns should be ongoing throughout the year. If the decision is made to retain an ELL student, the principal will ensure that the student receives different services during the year following the retention.

ELL students be reassessed every year to determine whether the pupil's proficiency in English is fluent and they are able to succeed in courses of study that are taught only in English. The student must be given the test Accessing Comprehension and Communication in English State-to-State for English Language Learners (ACCESS for ELLs) every year until the student exits the ELL program. Parents or guardians of LEP children do not have the option of withdrawing their student from participating in the ACCESS for ELLs.

DAI may reclassify an ELL student only if the school administers the ACCESS for ELLs to assess the pupil's proficiency to comprehend, speak, read, and write English. Afterward, the pupil will obtain a score on the examination that is equal to or greater than a score for a person who is fluent in speaking, reading and writing English, as established by the publisher of the examination.

The school will monitor any students reclassified as English proficient who have not yet met exit criteria. The school will ensure that reclassified students are appropriately placed in general education classes and DAI will monitor a student reclassified as fluent-English proficient, but who has not yet met exit criteria, for no less than two years. The purpose of this monitoring is to ensure that the students have no grades below a "C" in any academic class and are no longer in need of language acquisition assistance.

The monitoring from the school will include periodic contact with the student's teacher(s) to ascertain student progress. The school will also review the student's report card annually to review the student's attendance, academic and citizenship grades. To be considered academically successful, a student should have no grades below a "C" in English, reading, math, science, or social studies.

The ELL monitoring process information should be included in any RtI interventions that are determined by the school. Specific consideration for language proficiency must be taken into consideration in planning specific interventions for the student. If, as a result of monitoring, evidence indicates that the student is not successful in English-only classes and needs further language acquisition assistance, the school will administer the initial assessment test to

ascertain the student's current English proficiency. A meeting will be held with the student's parents or guardians and the student will be considered for reinstatement into the ELL program, into an academic remediation program, or the student will remain in English-only classes. The school will continue to monitor the student for language and academic progress. If the student is determined to be academically unsuccessful, the school and the appropriate teachers will seek out other services for the student in order to address any academic deficiencies. Prior to making any changes, the principal or designee will meet with the parents or guardians to discuss the recommended changes.

Parental Involvement

Principals or designees will ensure that ELL students and their parents or guardian are aware of school activities and other opportunities at the school in a language they understand. Parent outreach for ELL families will be conducted in a manner and format that is meaningful and accessible to the parent. In some instances, for example, written documents may be inaccessible to parents with limited literacy in their primary home language. Such families will need to be contacted verbally at a time and in a place that is conducive to their involvement and attention (e.g. at home versus when they're working and could face discipline for using a personal phone).

Homeless/Migrant

Identification

DAI will identify students and families in need of homeless/migrant services for new students by including a space for identifying homeless/migrant student status in the initial enrollment of a student. Additionally, because students can become children in transition at any point, DAI will identify existing students in need of homeless/migrant student services through counselor/teacher referrals and proactive communications with parents and families about available supports. Misidentification will be avoided by making sure staff involved in registration of new students understand the differences between families who have a difficult time pulling together all materials required and/or requested for enrollment: birth certificates, immunization records, previous school records, home address etc., and those families who lack this information due to their homeless/migrant status.

To assist in identification, DAI will follow the broadly defined definition of homeless as set forth in Section 330 of the Public Health Service Act (42 U.S.C., 254b), Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (P.L. 111-22, Section 1003), remaining cognizant of the evolving and complex nature of defining homelessness.

The term "homeless" or "homeless individual" includes:

- An individual who lacks a fixed, regular, adequate nighttime residence;
- An individual who has primary nighttime residence in a supervised, publicly or privately operated shelter for the accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);

- An individual who sleeps in a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., cars, parks, motels, campgrounds, undeveloped state or federal lands);
- Children living with a parent in a domestic violence shelter;
- An individual who is, out of necessity, living with relatives or friends due to lack of housing;
- Runaway children (under 18 years of age) and children and youths who have been abandoned or forced out of the home by parents or other caretakers, or such youth (between 1 and 20 years of age) who may still be eligible for educational services who: temporarily reside in shelters awaiting assistance from social service agencies; live alone on the street or move from place to place between family members, friends, or acquaintances; and children of migrant families who lack adequate housing.

Gifted/Talented

Identification

In accordance with Idaho Code §33-2001, gifted/talented students are those students “who are identified as possessing demonstrated or potential abilities that give evidence of high performing capabilities in intellectual, creative, specific academic or leadership areas, or ability in the performing or visual arts and who require services or activities not ordinarily provided by the school in order to fully develop such capabilities.”²⁰

DAI will identify and meet the needs of gifted and talented students, in accordance with Idaho Code §33-2003. In determining the eligibility of a pupil for the gifted and talented program of instruction, the GATE Team (comprised of classroom relevant teachers and administration) may use alternative assessment procedures for a pupil from another culture, a pupil who is environmentally or economically deprived or a pupil who has a disability. The conclusions of the GATE Team concerning the eligibility of the pupil for the gifted and talented program of instruction will be based upon an assessment of the talent, cognitive abilities or academic achievement of the pupil. Unless the pupil’s individualized educational program otherwise provides, a pupil who is gifted and talented must participate in not less than 150 minutes of differentiated educational activities each week during the school year.

A range of service delivery options will be available to meet each gifted and talented student’s special needs based on the student’s Gifted and Talented Educational Plan (GTEP) and will be provided with administrative support to assure adequate funds for materials and professional development.

Plan Development

Once a student has been referred to the gifted and talented program, the gifted and talented teacher will notify the student’s parent, teachers, and school psychologist. The school psychologist at DAI will fill out the appropriate forms and send home a written notice to inform the parents for the initial assessment for the gifted and talented program. Parents will sign

²⁰ Idaho Code §33-2001.

consent to evaluate. The School Psychologist will administer appropriate cognitive assessments. The Gifted and Talented Eligibility Statement form will be used to determine eligibility in the gifted and talented program.

Parents will be considered partners with the schools in developing, reviewing, and revising the gifted plan for their child. The role of parents in developing such plans will include:

- Providing critical information regarding the strengths of their child;
- Expressing their concerns for enhancing the education of their child;
- Participating in discussions about the child's needs;

The team considers the following during development, review, and revision of the gifted plan:

- The strengths of the student and the needs resulting from the student's giftedness
- The results of recent evaluations, including class work and state or district assessments
- In the case of an ELL student the language needs of the student in relation the gifted plan.
- The plan for each student will be individualized, measurable, and observable.

Implementation

The gifted plan will be implemented immediately following the meeting and will be made accessible to each of the student's teachers who are responsible for the implementation. Each teacher of the student will be notified of specific responsibilities related to implementing the student's gifted plan.

Services and Instructional Strategies

The school will offer various services to meet the needs of the gifted and talented student. These services may include but are not limited to: Specialized gifted and talented courses, Acceleration, Ability grouping, Modifications of content through differentiated curriculum, Career exploration and goal setting integrated into the curriculum, Curriculum compacting, Enrichment, Social skills development and/or counseling, and Real-world immersion activities (i.e. as science and social studies fairs, exhibits, academic competitions, mentoring).

Curriculum will be vertically and horizontally enriching, providing those students who have mastered the grade-level Idaho Content Standards and DAI-offered opportunities for acceleration. Curriculum for gifted and talented students will include a wealth of opportunities for extended learning beyond the classroom.

Evaluations

The team shall consider the strengths of the student and needs resulting from the student's giftedness and the results of recent evaluations, including class work and state assessments. In the case of a student with limited English proficiency, the language needs of the student as they relate to the IEP, will be considered when reviewing and revising the plan.

DAI will offer various services to meet the needs of the gifted and talented student based on the gifted plan. These services may include but are not limited to:

- Elementary School (K-5) Gifted Program -
 - Acceleration: (e.g. enrichment, world immersion activities (i.e. as science and social studies fairs, music and art exhibits, academic competitions, mentoring, career exploration and goal setting integrated into the curriculum));
 - Differentiation: (e.g. curriculum compacting, modifications of content through differentiated curriculum); and
 - Ability grouping: (e.g. specialized gifted and talented courses, real social skills development and/or counseling).

- Middle School (6-8) Gifted Program - DAI will offer accelerated (gifted) content area courses (Mathematics, Science, Social Studies, and/or English Language Arts) and/or State-approved middle school gifted elective courses. All of the students in the gifted and talented course are eligible for gifted and talented services and the teacher is endorsed to teach gifted and talented students or on an approved waiver to complete the gifted and talented endorsement.

Enrichment Opportunities

Similar to the gifted plan, there will be a variety of enrichment opportunities that will be available to students performing at or above grade level as part of DAI's comprehensive strategy to ensure that all students are making accelerated academic progress these include but are not limited to:

- Acceleration: (e.g. enrichment, world immersion activities (i.e. as science and social studies fairs, music and art exhibits, academic competitions, mentoring, career exploration and goal setting integrated into the curriculum));
- Differentiation: (e.g. curriculum compacting, modifications of content through differentiated curriculum); and
- Ability grouping: (e.g. specialized gifted and talented courses, real social skills development and/or counseling).
- Extended Learning Opportunities- Afterschool enrichment programs and clubs. All students will be included in the data driven instruction model (Data Methods and Systems) to ensure that all students are making academic progress even those who are performing at or above grade level.

Promotion/Retention

DAI is also committed to ensuring fair and equitable promotion and retention of our students in alignment with DAI's mission. Using real-time data from frequent assessment results, DAI will provide the necessary individual, classroom and/or school-wide intervention programs. The Data Team and along with teacher referrals will determine which students may need additional targeted interventions which include: requiring students to attend specific targeted tutoring, Early-Bird, during school, or afterschool; proving for supplemental intervention programs and support within the respective reading, math, science classrooms through academic coaching, lesson modeling, computerized intervention programs and pull out services (as needed).

Parents of students who are in need of interventions (individual or other) will be notified throughout the process. The teachers will work with students and families to accommodate schedules. Additionally, the Data Team will identify students that may need to be part of the RtI (Response to Intervention) process. If the Data Team and Classroom teacher should identify a struggling student that may be in need of retention, they will be referred to Pupil Promotion/Retention Team by the end of the first semester.

The Pupil Promotion/Retention Team may be comprised of a member of the administrative team, current teacher, next year's teacher, and special education teacher (if applicable). Administration is responsible for identifying the appropriate members of the team. The school will identify benchmarks and procedures for promotion at each grade level. Students who meet or exceed the benchmarks determined by the school will be promoted to the next grade level. Data to be considered may include attendance, state assessments, school and curriculum-based assessments, classroom observations, parent and teacher surveys, and classroom grades and work samples.

The Pupil Promotion/Retention Team will review the data and make a recommendation or promotion to the next grade level or retention. The Team will then meet with the parent/guardian to discuss the data, recommendation, and social emotional concerns, and the options for their student. The team along with the parent will make a decision to promote or retain the student. DAI will comply with State and Federal laws regarding the students with disabilities and IDEA in the case of students who are twice exceptions, e.g. they are both Gifted and Talented and they have an IEP.

Professional Development Plan

DAI understands the importance of ensuring a high quality, committed, and consistent staff of teachers and leaders. The school develops and reviews specific personnel policies to support its goals and to ensure fairness and compliance with state and federal law.

DAI will support the professional development needs of all professional staff by subsidizing college classes, facilitating the attainment of continuing education credits, and offering on-site trainings. Staff members will participate in school- initiated and other relevant and necessary workshops for professional development. A member of the administrative team will oversee, coordinate, assist and monitor the staff development process. Teachers will attend relevant local and national conferences and serve as trainer to the remainder of the staff upon return to DAI. The professional development offered to teachers will align with student achievement data, curriculum, instructional personnel needs, School Improvement Plans, and annual school reports.

Prior to the opening of DAI, professional development will be offered. At that time the administrator and identified school leaders (department chairs) will receive professional development in DAI's Mission, Vision, and in fundamental components of Arts Integration. This training will be led by Doral Academy, Inc. instructional leaders. In the train the trainer model, the Nevada instructional leaders will be able to prove training and support to the teaching

faculty at DAI. All DAI faculty will receive one to two weeks (at minimum) of on-site professional development prior to the inaugural school year.

Each school year, DAI’s Principal will assess the faculty’s professional development needs by surveying faculty and reviewing data for trends that could be addressed through appropriate professional development. This survey will be used to prioritize on-going professional development. DAI will provide, at minimum, professional development training in the following areas: DAI’s Mission and Vision; Opening of School Procedures; Data Driven Decision Making; Positive Behavioral Support; Serving Exceptional and Educationally Disadvantaged Students; Differentiated Instruction; Technology; and Safety and Security. Additionally, the staff will receive professional development on applicable State, Federal, and all applicable laws, regulations, and policies. (Safety Training, OSHA Requirements, Blood Borne Pathogens, etc).

DAI will provide annual professional development to aide in the curriculum delivery, specific to the school’s mission and vision including, but not limited to:

- Arts-Integration Instructional Methods – DAI will receive PD on two school-wide Arts Instructional Strategies/Methods annually. The school only selects two methods so they will be taught with validity²¹, and students can learn to produce the outcomes of the methods comprehensively.

Table 5: Professional Development Sample		
Year of Operation	Genre	Strategies
Year One	Drama	Tableau On/Off
Year Two	Drama	ABA Actor’s Toolbox
Year Three	Dance	Moving Through Math-Grouping Game and Patterns

Additionally, teachers will receive professional development on other instructional best practices based on their needs identified in the survey, including but not limited to: Scaffolding, Inquiry Based Learning, Project Based Learning, Cooperative Learning, Teacher Modeling, Group Practice, Modeled Writing, Learning Strategies, etc.

- Opening of Schools Policies and Procedures Training – All personnel will participate in policy and procedures training (conducted by Principal and Lead Staff);
- DAI’s Mission, Vision, and Educational Philosophy
- Data-Driven Decision Making – An interactive workshop to teach faculty how to use specific performance indicators to identify student needs and target instruction;
- Curriculum Implementation by Grade Level/Subject/Specialty – Teachers will participate in school-wide and grade level/department training throughout the school year related

²¹ Phased implementation of Arts Integration strategies also allows for the development of in-house expertise by DAI faculty. For instance, if a trainer from the Kennedy Center trains faculty members in Tableau and On/Off in Year One, a trained faculty member can train any new faculty hires in these strategies in Year Two, while also learning two new strategies taught by an outside Arts Integration expert.

to curriculum implementation. These include but are not limited to: Horizontal and Vertical Team Planning, Textbook Training, etc.

- Serving Exceptional and Educationally Disadvantaged Students – Teachers will receive professional development on working with students with special needs. This will include, but is not limited to: Differentiated Instruction for at risk learners, Special Education Students, and Gifted and Talented Students; Sheltered Instruction Content Model for ELL students. WIDA Screening and Assessment professional development will be provided to identify faculty. Based on the student population and faculty survey, additional training may be offered to support the needs of the student body;
- Differentiated Instruction – Teaches faculty how to differentiate and individualize instruction in order to create effective targeted instructional lesson and tutoring to increase student achievement and maximize instructional time;
- Positive Behavioral Support – This training will ensure that teachers have the necessary strategies to implement classroom intervention strategies (Tier 1-3);
- Check-In/Check-Out – This training will instruct teachers on the Check-In/Check-Out Mentoring System.
- Technology – Teachers will participate in hands-on technology workshops to learn how to intergrade technology into the classroom. The purpose is to ensure schools are growing with technology to ensure students and teachers are prepared for the expectations of the 21st century and national technology standards; and
- Safety and Security – This training will include: daily safety procedures, the school safety plan, and Crisis Prevention Institute trainings (CPI). Safety trainings, such as blood borne pathogens, will be offered to meet Occupational Safety and Health Administration (OSHA) requirements.

Evaluations

In line with best practices, the Principal should administer reviews/evaluations of teachers and staff members annually. The Principal will help each staff member to develop a professional development plan and set goals that support the school's mission and goals. The Principal is expected to facilitate best practices in teacher development, such as establishing procedures and expectations for peer and coaching observations as well as developing mentoring teams.

The Principal will also observe the staff in day-to-day activities to determine strengths and areas of deficiency, and if necessary, the appropriate remediation. The Principal's goal is to provide regular performance feedback to staff members including but not limited to, constructive remediation, problem-solving support, and recognition for exemplary performance, formal and informal evaluations.

All employees will be observed on an ongoing basis by the Principal, using both formal and informal observations. Formal observations may include a pre-observation conference as well as a post-observation feedback session. First and second year teachers will have at least two formal observations per year. All teachers will have at least one formal observation per year.

Formal Evaluations - First Year Employees, Alternative Teacher Certification and Induction

For all first year employees and any teacher who has not received their Professional Teacher Certification, there shall be two formal reviews (one in each semester of the school year). This includes employees in the state's Alternative Teacher Licensure program. The formal evaluation will review the employee's self-assessment, job description, areas of responsibility, areas of improvement, progress toward goals, and plan for improvement. The formal evaluation shall include a plan for completing the requirement for the Professional Teacher Certification (if appropriate) and documenting any concerns. At that time, the Principal may inform the employee and report to the Board of Directors whether the school intends to continue employment for the subsequent school year. Results of the formal evaluation will be put in writing, signed by employee and Principal, and copies placed in the employee's professional portfolio and personnel file.

Formal Evaluations - Returning Employees

For returning staff members, there shall be a minimum of one formal review six months after the start of the year. The formal evaluation will provide an opportunity to review progress toward the employee's professional development plan and goals. In addition, the employee may provide feedback to the Principal on the Principal's job performance. At that time, the Principal may inform the employee and report to the Board of Directors whether the school intends to continue employment for the subsequent school year. Results of the formal evaluation will be put in writing, signed by employee and Principal, and copies placed in the employee's personal portfolio and employment file.

Response to Observations and Evaluation Findings

All employees shall have the right to make written objections to the observations or review finding within one week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file.

II. FINANCIAL & FACILITIES PLANS

Fiscal Philosophy and Spending Priorities

The Doral Academy of Idaho (DAI) ~~Board~~governing board will oversee all aspects of the fiscal management of the school and are dedicated to providing an enhanced educational experience by furnishing students with an academically challenging and personally meaningful learning environment with an emphasis on arts integration. The charter school budget will serve as the financial plan of operation for the charter school and will include estimates and purpose of expenditures for a given period and the proposed means of financing the estimated expenditures. DAI will provide the budget and budget documents in accordance with the rules and regulations as specified by the Idaho Department of Education on an annual basis.

The governing body recognizes its responsibility to establish an unreserved fund balance in an amount sufficient to:

- 5.● Protect the charter school from unnecessary borrowing in order to meet cash- flow needs;
- 6.● Provide prudent reserves to meet unexpected emergencies and protect against catastrophic events;
- 7.● Meet the uncertainties of state and federal funding; and
- 8.● Help ensure a charter school credit rating that would qualify the charter school for lower interest costs.

In determining an appropriate unreserved fund balance, the governing body will consider a variety of factors with potential impact on the charter school’s budget including:

- 9.● The predictability and volatility of its expenditures;
- 10.● _____ The availability of resources in other funds;
- 11.● _____ The potential drain upon general fund resources from other funds;
- 12.● _____ Liquidity; and
- 13.● _____ Designations

~~DAI~~Doral Academy of Idaho has presented a fiscally conservative budget for their first 3 years of operation as well as a breakeven budget for their first year of operation in case student enrollment comes in lower than expected. Doral Academy of Idaho’s largest fixed costs are salaries & benefits with categories such as educational program items, technology, furniture, and supplies fluctuating with student enrollment. This is no surprise as the largest fixed cost is the most important; in order to successfully implement an educational program, being able to hire/retain dedicated school staff is top priority.

Utilizing Academica’s standing relationship with the lending institution Vectra Bank will allow Doral Academy of Idaho to lease all their furniture, fixtures, equipment, and curriculum in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of the 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of

operation. Doral Academy of Idaho budgets \$1,000 per student to outfit the entire school in its first year of operation at a 5% interest rate over 4 years. The budget reflects projected FFE costs for the first three years of operation, these projected totals are divided into the three equipment categories: curriculum, technology, & furniture/fixtures.

Transportation and Food Service Plans

Transportation Doral Academy of Idaho will look to provide transportation to and from school will not be provided at Doral Academy of Idaho, therefore no costs have been and will contract out the service in its first few years. The budget has been based on rates given by Brown Bus Company (BBC), a well-established bus transportation company that provides school bus transportation to various Idaho schools. The budget reflects the transportation allowance of 60% of the projected transportation expenses. The transportation expenses are assumed at \$325 per route per day, for 180 school days; utilizing one route for the first two years of operation, increasing to two routes in the third year of operation. Once established, the Doral Academy of Idaho governing board will seek the appropriate bids for a bus transportation provider in compliance with Idaho Code.

As outlined in ~~section IV. Student Demand and Primary Attendance Area~~ *Section IV. Student Demand and Primary Attendance Area* of this application, ~~DAI~~ Doral Academy of Idaho projects that 37% of the student population will qualify for free and reduced lunch. ~~As such, the school~~ Standard kitchen equipment is factored into the amount of the anticipated building space and may include up to an oven, warming cabinet, double door refrigerator, and single door freezer. These items are included in the schools anticipated FFE lease mentioned in more detail in the subsection above. Additional start-up expenses may include food thermometers, a prep table, oven mitts, single use gloves, and other kitchen supplies. Administrative costs are minimal and may include a date-stamp, envelopes, and mailing stamps. The school is looking into several options on how best implement the National School Lunch Program (NSLP) for its campus. The school has reached out to other charter schools in the area on what they are doing for to provide lunches. Based on our conversations with these schools, the school plans to contact local restaurants recommended by other charters schools to provide lunches that meet the requirements of the NSLP. As the school grows, the school is looking to purchase a facility with a kitchen and looking into implementing the program in house eventually. The school will administer the application process for all free and reduced-price meals and will submit claims for reimbursement to the state. The budget assumes that meals will be paid for by students not eligible for these programs. The amount of ~~\$5006,000~~ per year has been budgeted in Year 1 – 2, and ~~\$1,000 in Year~~ 3 for any potential overages or one-time costs associated with providing food services. The operating costs associated with this expense are based on experience with similarly sized schools in ~~other markets and initial consultations with food service providers in~~ the Boise area.

Financial Management and Monitoring Plan

As ~~mentioned above, the DAI~~ outlined in *Section III. Board Capacity and Governance Structure* of this application, the governing board will ~~oversee all aspects of~~ be the fiscal management ~~ultimate policy-making body with the responsibility of operation and oversight of~~

the school- including academic direction, curriculum, and budgetary functions. The auditors, accountants, and educational management company retained by the ~~Board~~ governing board, will work as a team to develop financial statements and accounting reporting templates to ensure compliance with the state and federal reporting guidelines.

As outlined in Section V. School Leadership & Management of this application, Doral Academy of Idaho will contract with Academica Idaho, an Educational Service Provider whose services to Doral Academy of Idaho shall include, but may not be limited to, the following:

- Identification, design, and procurement of facilities and equipment
- Staffing recommendations and human resource coordination
- Regulatory compliance and state reporting
- Legal and corporate upkeep
- Public relations and marketing
- The maintenance of the books and records of the charter school
- Bookkeeping, budgeting and financial forecasting

For the services of Academica Idaho, an annual fee per student as structured below will be charged to Doral Academy of Idaho. As outlined in Section IV. Student Demand and Primary Attendance Area of this application, an early relationship with Academica Idaho allows Doral Academy of Idaho to have some financial flexibility during its initial growth phase. The budget presented includes an Academica Fee schedule of the following:

<u>Student Count</u>	<u>Fee</u>	
<u>175 or Less</u>	<u>\$</u>	<u>-</u>
<u>176 - 225</u>	<u>\$</u>	<u>10,000.00</u> <u>Flat Fee</u>
<u>226 - 325</u>	<u>\$</u>	<u>75.00</u> <u>per student</u>
<u>326 - 425</u>	<u>\$</u>	<u>150.00</u> <u>per student</u>
<u>426 - 525</u>	<u>\$</u>	<u>225.00</u> <u>per student</u>
<u>526 - 624</u>	<u>\$</u>	<u>300.00</u> <u>per student</u>
<u>625 or more</u>	<u>\$</u>	<u>450.00</u> <u>per student</u>

Academica will also provide Doral Academy of Idaho with a \$25,000 start-up loan for operational expenses in their first year of operation. This loan will be a non-recourse loan at an interest rate of 5% over 36 months. There will also not be any prepayment penalty on the loan.

Under the supervision of the Board Treasurer, and in conjunction with the school’s audit firm, Academica ~~Nevada~~ Idaho will be responsible for the school’s bookkeeping, financial reporting, and financial liability. The school principal will supervise the day-to-day cash collections at the school.

The governing body, through the Board Treasurer, will receive and accept financial reports that include monthly bank statement reconciliations, estimates of expenditures for the general fund

in comparison to budget appropriations, actual receipts in comparison to budget estimates and the charter school's overall cash condition. Supplementary reports on other funds or accounts will be furnished upon request of the governing body or administrator. Appropriate staff will be available at any governing body meeting, upon the governing body's request, to respond to questions and to present current financial information. The administrator will notify the governing body at any time of substantial deviations in the anticipated revenues and/or expenditures.

The campus principal will be responsible for assuring budget allocations are observed and the total expenditures do not exceed the amount allocated in the budget. The Board governing board will look to outsource payroll processes to a 3rd party vendor. Preparation of payroll, including time schedules and payroll periods, will be done in accordance with each employee's agreement with the governing body. Employee health, accident, dental, and other types of insurance will be provided as outlined in the agreements. Mandatory payroll deductions will be withheld as required by state and federal law. The person designated to draw all orders for the payment of monies belonging to the charter school is the principal, and the principal will work closely with the EMO-Academica Idaho. All claims for payment from charter school funds are processed by Academica Nevada Idaho in conformance with charter school procedures. Payment is Payments are authorized against invoices properly supported by approved purchase orders with properly submitted vouchers approved by the governing body.

DAI Doral Academy of Idaho intends to adopt and comply with the Idaho Financial Accounting Reporting Management System (IFARMS), developed by the Idaho Department of Education. The function of charter school purchasing is to serve the educational program by providing the necessary supplies, equipment, and services. The governing body will appoint the purchasing agent. He/She will be responsible for developing and administering the charter school's purchasing program. Any officer or member of the governing body may incur no obligation unless that expenditure has been authorized in the budget or by governing body action and/or governing body policy. In all cases, calling for the expenditure of charter school money, except payrolls, a requisition and purchase order system must be used. Unless authorized by the administrator, no purchase will be authorized unless covered by an approved purchase order. No bills will be approved for payment unless purchases were made on approved orders. The administrator will review bills due and payable for the purchase of supplies and services to determine if they are within budget amounts. After appropriate administrative review, the administrator will direct payment of the just claims against the charter school. The administrator is responsible for the accuracy of all bills and vouchers.

As mentioned in Section I. Educational Program of this application, Doral Academy of Idaho ("Licensee") will enter into a Trademark License Agreement with Doral Academy, Inc. ("Licensor"). Doral Academy, Inc. grants Doral Academy of Idaho a non-exclusive, non-transferable, royalty-free license to use the trademark in connection with the development and establishment of the school of Doral Academy of Idaho in the State of Idaho. The budget reflects this agreement as the Doral Academy, Inc. Affiliation fee. This fee is 1% of state unrestricted revenue, half of which goes back to the school for Professional Development use

and the other half going to Doral Academy, Inc. for its collaboration, accreditation, and support. The budget reflects only the Professional Development half of the expense in Doral Academy of Idaho's first few years of operation. The half of the fee that goes to Doral Academy, Inc. will be charged once Doral Academy of Idaho is able to financially sustain its cost. Please see Appendix F8 – District Membership Agreement for a draft of Doral's Affiliation Agreement.

Furthermore, DAI will evaluate its affiliation with Doral Academy, Inc. in three stages:

1. Beginning of school year – Goals will be established in alignment with the executed contract between Doral Academy of Idaho and Doral Academy, Inc.
2. Middle of school year - The Board will evaluate the services provided based on a rubric covering topics such as, but not limited to: Professional Development, Curriculum Support, Culture Training, Best Practices, etc.
3. End of school year – Final round of evaluations

Facilities Plan

DAI is continuing to actively search for facilities options within its target community. Based on its proposed enrollment configuration, the school's eventual facility need is no more than ~~3040~~ 3040,000 square feet at full buildout by year 5 of the charter. It is important to note that DAI's enrollment plans assume a slow growth model starting ~~with less than~~ approximately 200 students and expands by a grade per year with some modest adding of additional sections in existing grades.

Consequently, The primary location DAI has identified is the Compass Charter School Campus located at 2511 W. Cherry Lane. The facility is currently for sale. The primary location is within DAI's target community and will meet the school's needs as it grows year over year until it reaches capacity. Listing price for the facility is \$4,500,000. The purchase price also includes all FF&E equipment wherein the school would only need to purchase a limited amount of furniture and equipment upon moving in.

The primary facility includes a 40,000 sf campus on 3.5 acres, which includes 24 classrooms (already outfitted with FFE), stand alone gym, cafeteria, commercial kitchen and outdoor playground. The primary location also includes large auditorium area (previously church sanctuary) wherein should the school need to build-out additional classrooms over time they would have the ability to do so. The primary location is also move-in ready related to municipal approvals needed to operate a public charter school. The school overtime will look to make tenant improvements primarily to the exterior of the facility to make it more inviting to school stakeholders.

If the school is unable to acquire the primary location the school can readily make do with a facility between 11,000 and 15,000 square feet during its first two years of operation ~~and it could occupy a 20,000 square foot facility through year 3, assuming that the lease costs were stair stepped up as the school adds new grades and sections. Consistent with other small startup elementary middle charter schools, there is a general assumption that a number of spaces may need to perform double duty, e.g. the provision of a single multi purpose common~~

~~space is sufficient for initial phases of arts integration. The budget reflects such conservative assumptions. In out years or a subsequent charter term, there is also the possibility to seek out third party financing to make upgrades to more specialized spaces once the school has built up a strong enough balance sheet. The school is in discussions with Legacy Life Church located at 1830 N. Linder Road, Meridian. The secondary location is located within the school's target community. The secondary location is located on approximately 12 acres, with 11 classrooms, administration offices, cafeteria area, commercial kitchen, a large outdoor playground area and large parking area. The school would work with its architect to ensure the building meets all facility codes necessary to operate a public charter school.~~

DAI's current facility options are identified below:

- **Primary Location:**
Legacy Life Church
1830 North Linder Road,
Meridian, ID 83646
- **Secondary Location:**
Eagle United Methodist Church
651 North Eagle Road,
Eagle, ID 83616

~~DAI is currently in preliminary discussions with congregational~~For further information regarding these facilities, please see *Appendix A5 - Facility Options.*

~~The school is in discussions with groups such as Hawkins Companies, Turner Capital, and Building Hope among others, (see *Appendix F6 – Performance & Hawkins Letter of Support* for more information) about purchasing a facility and creating a long term lease with a purchase option that includes a stair step rent schedule that would allow the school to build up enrollment until it can afford a full rent payment. DAI is also currently in preliminary discussions with leaders from both sites which are subject to further development upon receipt of evidence of an approved charter. Until a charter is granted, a specific arrangement cannot be established. At this time, however, the founding team ~~can~~ has begun steps that will facilitate the process once a charter has been awarded. ~~Importantly, neither of these two sites require additional facility renovation to accommodate the initial enrollment and classroom configuration. Both will comfortably facilitate the initial logistical needs of Doral Academy of Idaho.~~ Additionally, our preliminary exploration indicates that rent costs at either facility fall within the projected cost per square foot that we used to generate our budget assumptions for the facilities line item. ~~For an example of what DAI's future lease agreement will entail, please see *Appendix F9 – Lease Agreement Example.*~~~~

~~For further information regarding these facilities, please see *Appendix A5: Facility Options.*~~

III. BOARD CAPACITY AND GOVERNANCE STRUCTURE

Governance Structure

The Doral Academy of Idaho (DAI) is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The governing board will be the ultimate policy-making body with the responsibility of operation and oversight of the school including academic direction, curriculum, and budgetary functions. The policies, procedures, powers, and duties by which the board will operate, including specific member powers, are detailed in the attached bylaws.

Board members will serve five-year terms, and board members may serve no more than two terms. Terms will be staggered so that no more than half of the board will be up for election in any one year, unless a vacancy needs to be filled.

The officers of the governing board will include a chair, vice chair, secretary, treasurer, and such other officers as the board will deem necessary to elect. The board will elect and appoint all officers at the annual meeting of the board. Officers will serve a one-year term and may serve consecutive terms in any office. The officer responsibilities are as follows:

- **Board Chair** – The chair will preside at all meetings of the board. The chair will possess the power to sign all certificates, contracts, or other instruments of the school that are approved by the board.
- **Vice Chair** – In the absence of the chair, or in the event of the chair’s disability, inability, or refusal to act, the vice chair will perform all of the duties of the chair and will have all of the powers of the chair. The vice chair will have such other powers and perform such other duties as may be prescribed from time to time by the board or by the chair.
- **Secretary** – The secretary will keep the minutes of the board with the time and place of holding, whether regular or special and if special, how authorized, the notice thereof given, the name or names of those present at the board meetings and the proceedings thereof. The Secretary will give notice of all the meetings of the board required by law.
- **Treasurer** – The treasurer will have oversight responsibility and adequate and correct accounts of the properties and business transactions of the school, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account will at all times be open to inspection by any board member. The treasurer will be charged with safeguarding the assets of school and he or she will sign financial documents on behalf of the school in accordance with the established policies of the school. He or she will have such other powers and perform such other duties as may be prescribed by the board from time to time.

The board will be composed of between five and nine members, as set or adjusted by the governing board. The bylaws state that the board will seek to maintain a membership that is representative of the community and possesses the breadth of knowledge and experience to effectively support and direct the operation of the school. To support this, the board will endeavor to maintain a membership which includes:

- At least two parents of enrolled students;

- An active or retired licensed educator;-
- An individual with expertise in the areas of Accounting and/or Finance; and,-
- An individual with expertise in the areas of Law and/or Human resources. _

- Any board member of the school may be removed by two-thirds of the members then in office, excluding the member at issue, whenever such removal would serve the best interests of the school. Any member may resign at any time and their resignation will be effective upon receipt by the Chair of a written communication. _

Duties of Governing Board

As mentioned previously, the policies, procedures, powers, and duties by which the board will operate are detailed in the attached bylaws. A brief overview of those powers-include: _

- Ratify the school's mission and vision statements, and any modification thereof- _
- Establish and approve all major educational and operational policies- _
- Develop and approve an annual budget and financial plan- _
- Approve any management, operational, and service contracts- _
- Exercise continual oversight of the charter school's operations- _
- Select an independent accountant to perform an annual audit, and review and approve the audit report- _
- Hire and supervise an administrator who will oversee the day-to-day operations of the charter school _

- Additionally, Board members will:-

- Understand the approved curriculum and agree with the educational philosophy, discipline policy, and administrative structure of the school _
- Attend PTO meetings or events to show support and encouragement for the school _
- Attend a yearly board retreat where the goals of the board are defined, and a board self-evaluation will be conducted to critique the performance of the board during the past year _
- Participate in professional development trainings- _
- Know and abide by the Idaho Open Meetings Law for open meetings _

- ~~Additionally,~~ DAI's bylaws state that the board may create by resolution an Academic Committee, a Governance Committee, a Financial Committee and one or more other committees, which may exercise such authority in the management of the school as provided in such resolution or in the school bylaws. Each committee created will consist of at least one board member and will include key stakeholders from the school community. _

Independent Support

In order to provide additional and independent assistance in legal as well as financial matters, DAI's Governing Board of Directors has engaged with preliminary discussion with several firms and businesses.

Two local firms, which are best known for providing small school financial audits, as well as small non-profits and governments in general, are:

Zwygart, John & Associates
16130 North Merchant way #120
Nampa, ID 83687

and

Quest CPAs, PLLC
11501 Highway 95
Payette, ID 83661

These two firms have solid reputations in their aforementioned industry and are considerably less expensive than larger firms in the area.

For legal representation, DAI's is pursuing discussions with the following:

Chris Yorason
Yorgason Law Offices, PLLC
6200 N Meeker Place
Boise, ID 83713

Kenneth L. Mallea
Mallea Law Office
78 S.W. 5th Avenue, Suite 1
Meridian, Idaho 83642-2923

and

Amy White
Anderson, Julian & Hull, LLP
250 South 5th Street, #700
Boise, ID 83702

The search for these third party service providers is critical to the school's success. DAI's Governing Board understands that compliance with all legal requirements, including open meeting law requirements, and providing assurance to all stakeholders that the financial affairs of the school are correctly and honestly administered is vital to the success and sustainability of their school.

School Principal

The school principal, hired by the board, will be responsible for all aspects of day-to-day administration of the school within the scope of operating policies, procedures, and budgetary functions as adopted and approved by the governing board. The principal will delegate duties to administrative support staff to ensure that daily operations, resources, policies, and

procedures are being implemented in accordance with the school's mission. The principal will hire, oversee, and evaluate faculty and staff. The principal will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the school including procedures for curriculum and instruction, classroom management, faculty and staff evaluation, data analysis, testing, support services, parental communication, professional development, discipline, community outreach, oversight of facilities, and internal financial controls. The principal will report to the board on the school's operations and finances and is expected to communicate with the board as often as needed by the school or board members to ensure the school's operational needs are met. The governing board will conduct an evaluation of the school principal annually at mid-point through the year and at the end of the school year.

Teachers and Staff

All school personnel will report to the principal. The principal will determine the most appropriate staffing requirements and structure for the administrative office, who will report directly to the principal. Teachers and staff will be responsible for carrying out the procedures in their duties, activities, and interactions with students, teachers, and parents of the school.

Management Provider

DAI will be contracting with Academica as its Educational Service Provider, as detailed in Section V. School Leadership & Management. Academica's services are designed to allow the Principal and the Governing Board to focus on day-to-day school operations. Academica's services include, but are not limited to:

- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;
- Monitor and assure Compliance with all state reports;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist with systems development;
- At the Board's direction, prepare agendas and post notices of all board meetings;
- Assist the Board in identifying and retaining an employee leasing company;
- Provide human resources related services such as dispute resolution and contract preparation and review and;
- Assist the Board in renewing the School's charter.

Board Member Qualifications

Doral Academy of Idaho's founding board consists of a diverse group of people that meets the experience and skills necessary to successfully oversee the school. The various qualifications and expertise as well as names of the various Board Members are listed below:

- Carolyn Baird (Proposed Board Chair)
 - ⊖ Accounting, Real Estate
 - ⊖ CPA, Realtor
- Jade Millington
 - ⊖ Financial Management, CFO

- Jennifer St. John
 - ⊖ Educational Software, CFO
 - ⊖ Education, Curriculum & Instruction
 - ⊖ State of Idaho Teaching Certificate, K-8, Board Certified Behavior Analyst
- Krystine Archer
 - ⊖ Stay-At-Home Mom/Homemaker, Real Estate
 - ⊖ DOC Drawer/Funder, Escrow Officer
- Miquelle Crosland
 - ⊖ Real Estate Agent, Stay at Home Mom, Educator
 - ⊖ Realtor, Business Owner, ParaProfessional and Teacher

Transition Plan

Once the charter is approved the board will transition to its role as a governing entity. The board anticipates to be a working board prior to the school opening and will both govern and assist with operations since minimal staff will be in place. With the mission and vision in the forefront, the board will do anything and everything to help get the school off the ground, from seeking facilities to developing programs.

Once a principal is identified and hired, all management duties will be transferred to him or her. The board may still assist the principal until the school opens, but the goal is to transition away from operations. Systems will be developed to allow the board to effectively provide appropriate oversight, and the board will shift its focus to strategic issues and building the school's reputation.

DAI structured its founding committee with the governing board role in mind. None of our members are seeking employment at the school, and we all joined the committee because we are passionate about the school's mission and believe we bring an expertise to ensure the school is successful and to perform as guardians of the "public trust."

Board Member Recruitment and Training

As mentioned before, the board strives to maintain a governing board that possesses the breadth of knowledge and experience to effectively support and direct the operation of the school, as well as is representative of the school community. The bylaws outline that the board shall seek to have the following minimum board competencies:

- At least two parents of enrolled students;
- An active or retired licensed educator;
- An individual with expertise in the areas of Accounting and/or Finance; and,
- An individual with expertise in the areas of Law and/or Human resources.

In order to further strengthen DAI's Governing Board, the aforementioned existing members have already met with several individuals from the community who have demonstrated committed interest in serving on the Board. While these conversations are still preliminary,

each of the following individuals has agreed to have their contact information included in the petition:

Bruce Hobbs (Retired Brigham Young University - Idaho, Director of Relations & Services)

Email address: hobbsb@byui.edu

Phone number: 208-516-9033

Natalee Webb (School para-professional)

Email address: natalee.webb622@gmail.com

Phone number: 208-761-4632

Lindsay Arnett (Insurance claims adjuster)

Email address: lindsay.a.arnett@gmail.com

Phone number: 208-872-6838

As vacancies arise, the board will search for the best-qualified candidates, to maintain compliance with the board's bylaws. The board will develop a written job description of the qualifications and will advertise vacancies by posting the description on the school's website and through direct communication to the parents of all enrolled students. Individual board members will also circulate the notice within their professional communities. Additionally, the board will also seek opportunities to get the word out more broadly, including through free or inexpensive online advertising (e.g. via Idealist, Craigslist, etc.) and through referrals via education and civic minded non-profits in the region. We recognize, for example, that one excellent source of potential board members is the alumni corps of local nonprofits who have had board members rotate off of their boards.

Above all, we believe it is essential that we proactively recruit members who not only embrace our mission, but who also recognize that service on a charter school board involves a substantial commitment of time and social capital in service to a multi-million dollar organization with larger revenues and more complex legal and governance obligations than many other local non-profits. In our research, for example, we discovered that there are some charter schools in the Boise area with revenues on par with or greater than those of venerable non-profits such as the Boise Philharmonic and the Treasure Valley United Way^{22, 23, 24}.

²² 2017 Audited Financial Statements, Idaho Arts Charter School, Inc. URL: http://www.idahoartscharter.org/UserFiles/Servers/Server_2621494/File/Financials/2017-2018/IACS%20Audited%20Financial%20Statements%20-%206-30-17.pdf. Accessed July 2019.

²³ ProPublica. Boise Philharmonic Association. URL: http://www.idahoartscharter.org/UserFiles/Servers/Server_2621494/File/Financials/2017-2018/IACS%20Audited%20Financial%20Statements%20-%206-30-17.pdf. Accessed July 2019.

²⁴ 2018 and 2019 Audited Financial Statements, United Way of Treasure Valley, Inc. URL: <https://www.unitedwaytv.org/sites/unitedwaytv.org/files/3-31-19%20UWTV%20Audit%20Financial%20Statements.pdf>. Accessed July 2019.

Consequently, we must treat board member recruitment every bit as seriously as we do staff recruitment.—

Notice of the governing board's intentions to elect board members will be included in the agenda for that meeting and publicly announced in accordance with open meeting requirements. Newly created board member positions resulting from an increase in the number of board members comprising the board, and all vacancies occurring on the board for any reason, will be filled by a vote of the majority of the members in office at a duly organized meeting of the governing board.

In order to get a jump start on board governance training, members of the Governing Board for DAI attended the Charter Start! 101 in mid-July 2019. This two-day workshop is conducted by the Idaho State Department of Education's Office of School Choice and covers a variety of relevant topics. These include, but are not limited to, the following: ethical and effective board governance, the charter petition process, charter school financing in Idaho, and accountability, to name a few.

~~Once the charter is approved, the board will evaluate its needs relative to training. We will seek training that is specifically targeted to new charter school boards and will also seek training on topics such as school finance, school governance and ethics, strategic planning, open meeting laws, and school data analysis.~~

~~From January 2020 to August 2020, governing board members will participate in trainings that cover the following topics:~~

- ~~• Open Meetings Law (meeting notifications/agenda postings, quorum, meeting minutes, executive session)~~
- ~~• Public Records Request (communications publicly accessible, procedures for receiving and processing requests)~~
- ~~• Governing Board Roles, Ethics, and Pitfalls to Avoid~~
- ~~• Financial Oversight (reviewing financial statements, developing an annual budget, budget forecasting)~~
- ~~• School Leader Evaluation (state requirements, timeline)~~
- ~~• Academic Achievement (data-driven decisions, program assessment)~~

~~In future years when new members join the board, current board members will ensure proper onboarding. New members will receive a copy of the board bylaws, the charter application, the charter contract, the current budget, the strategic plan, the school leader evaluation tool, current academic data, and resources to cover open-meeting law, public records requests, and governing board roles and duties.~~

Each year starting after the first school year, the board will participate in a board retreat. The retreat will be a time to analyze ISAT and other assessment data from the prior year; set a board calendar and training schedule for the upcoming year; ~~completing~~ complete a board self-evaluation; ~~draft/edit a strategic plan~~; and ~~setting~~ set measurable performance goals for the principal based upon his/her last year's performance review, student achievement and growth,

school system health, and leadership. The board's training schedule will be developed based on the self-evaluation and any feedback received from the authorizer and stakeholders to determine topics the board may need a refreshment on. The board will also ensure ongoing training on applicable Idaho laws and policy issues affecting charter schools.

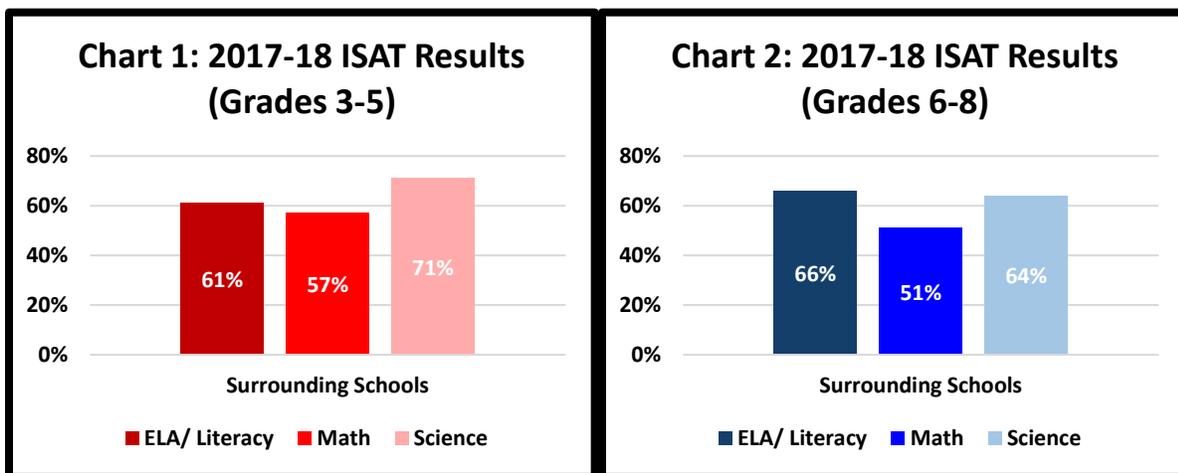
IV. STUDENT DEMAND AND PRIMARY ATTENDANCE AREA

Primary Attendance Area

As a public charter school, Doral Academy of Idaho (DAI) is open to all residents in the state of Idaho. However, DAI’s target attendance area will most likely focus on our families and students in the Meridian, Idaho area. DAI’s proposed school facility will be located at the Legacy Life Church located at 1830 North Linder Road, Meridian, ID 83646.

Student Demand

DAI believes the majority of their students will be those attending other public schools within a 5-mile radius of its proposed facility. To determine the likely demand for high quality education options, the school’s proposed governing board has examined student academic achievement data from all Kindergarten-8th Grade public schools within a 5-mile radius of DAI’s proposed facility site.²⁵ These findings show an anticipated student population encompassing variety of ethnicities as well as special needs. The current level of academic achievement from these surrounding schools is comparable to the rest of the country when examining high-stakes testing for similar grade levels (Please see **Chart 2**²⁶ and **3**²⁷ below). However, there still remains room for growth and improvement.



Additionally, the Meridian area has recently experienced an explosion of growth both in terms of geographical size as well as population. Previous data, from just last year, estimated Meridian’s population growing to approximately 150,000 residents by the year 2040.²⁸

²⁵ Data was obtained through the Idaho State Department of Education, compiled, and then averaged to produce the findings shown above.

²⁶ Idaho State Department of Education. *Departments. Assessment and Accountability. Accountability*. URL: <http://www.sde.idaho.gov/assessment/accountability/index.html>; last accessed June 2019.

²⁷ Ibid.

²⁸ Talerico, Kate. “Experts thought Meridian would have 150,000 people by 2040. They don’t think that now.” *Idaho Statesman*, April 25, 2019. [website] URL: <https://www.idahostatesman.com/news/local/community/west-ada/article229557244.html>; last accessed June 2019.

However, within less than a year from the city’s previous estimate, research now shows Meridian reaching 150,000 residents as early as 2029.²⁹ As such, overcrowding at Meridian public schools has been a growing concern. From 2010 to 2016, student enrollment growth in the Meridian Joint School District #2 (otherwise known as West Ada) was at 7%.³⁰ Currently, there are nearly 39,000 students spread across 55 schools - 33 elementary; 10 middle; 12 high schools and is close to becoming one of the 100 largest school districts in the country.³¹ Eric Exline, Chief Communications Officer for the West Ada School District, has recognized the impact this growth will have on the school district and estimates approximately 11,000 more students could potentially flood the already overcrowded school district very soon.³²

With public schools having to deal with the challenges that come with overcrowding, families in the community are in desperate need of additional options for a quality education. DAI is a timely response to a continuously growing region with inadequate capacity in neighborhood public schools, large wait lists, and limited spaces available in similar educational programs.

With public schools having to deal with the challenges that come with overcrowding, families in the community are in desperate need of additional options for a quality education. DAI is a timely response to a continuously growing region with inadequate capacity in neighborhood public schools, large wait lists, and limited spaces available in similar educational programs.

While there are four Charter schools (two being technical high schools) within the 5-mile radius of DAI’s proposed location, only 2 of these schools service students within DAI’s same or overlapping age range. Furthermore, as shown below, neither school is an arts-integration school and both schools have confirmed waiting lists for every grade level according to the respective schools’ registrars as of 10/9/19.

Table 6: Surrounding Charter School Information						
School Name	Location (Address)	Year Opened	Current Enrollment	Grades Served and Educational Focus	Distance from DAI’s proposed location	Waitlist Information
<u>Compass Public Charter School</u>	<u>4667 W. Aviator St.</u>	<u>2005</u>	<u>551 (K-8) 324 (9-12)</u>	<u>K-12 Strong Academics & Safe</u>	<u>2.5 miles</u>	<u>400+ for students K-5.</u>

²⁹ Ibid.

³⁰ Boydston, Morgan. “Growing Idaho: How is growth impacting schools and education?”. 7 *KTVB.com: Growing-Idaho*. November 13, 2017 and updated March 14, 2019. URL: <https://www.ktvb.com/article/news/local/growing-idaho/growing-idaho-how-is-growth-impacting-schools-and-education/277-491588287>; last accessed June 2019.

³¹ Ibid.

³² White, Madeline. “West Ada School District combats overcrowding with new actions”. 6 *KIVI Boise*. January 15, 2019. URL: <https://www.kivity.com/news/education/making-the-grade/west-ada-school-district-combats-overcrowding-with-new-action>; last accessed June 2019.

	<u>Meridian (83642)</u>			<u>School Culture</u>		
<u>Gem Prep Meridian</u>	<u>2750 E. Gala St. Meridian (83642)</u>	<u>2018</u>	<u>390</u>	<u>K-8 Blended, Personalized Learning</u>	<u>4.9 miles</u>	<u>Waiting lists range from 25 to > 50 students.</u>

Additionally, while located just slightly outside of DAI’s proposed 5-mile corridor (at 5.6 miles), it should be noted that North Star Charter school (a K-12 School of Business, International Baccalaureate program, with enrollment at 522) has confirmed waiting lists from the school registrar (10/10/19) as follows: over 200 on the Kindergarten waitlist and over 100 for every other grade level. North Star Charter certainly falls within DAI’s area of impact and further highlights the demand for additional school of choice options.

Therefore, despite the proximity of already existing charter schools in our proposed target community, DAI meets the needs of our community by providing relief for overcrowded charter school classrooms and offers a quality educational model focused on arts-integration which is currently unique to the Meridian, Idaho area. For further evidence of our community’s demand and interest in bringing the Doral model to Idaho, please see Appendix F4 – Parent/Student Interest Forms.

DAI’s arts integration model has proven to produce meaningful gains for all students, including those with unique or specific needs. Specifically, two Doral schools in Florida are ranked as some of the best high schools in the nation by US News and World report: Doral Academy Charter High School (ranked #22 out of 911 Florida high schools and #351 nationwide with a 53% FRL and 94% minority population) and Doral Performing Arts and Entertainment Academy (ranked #13 out of 911 Florida high schools and 148 nationwide with a 51% FRL and 91% minority population).

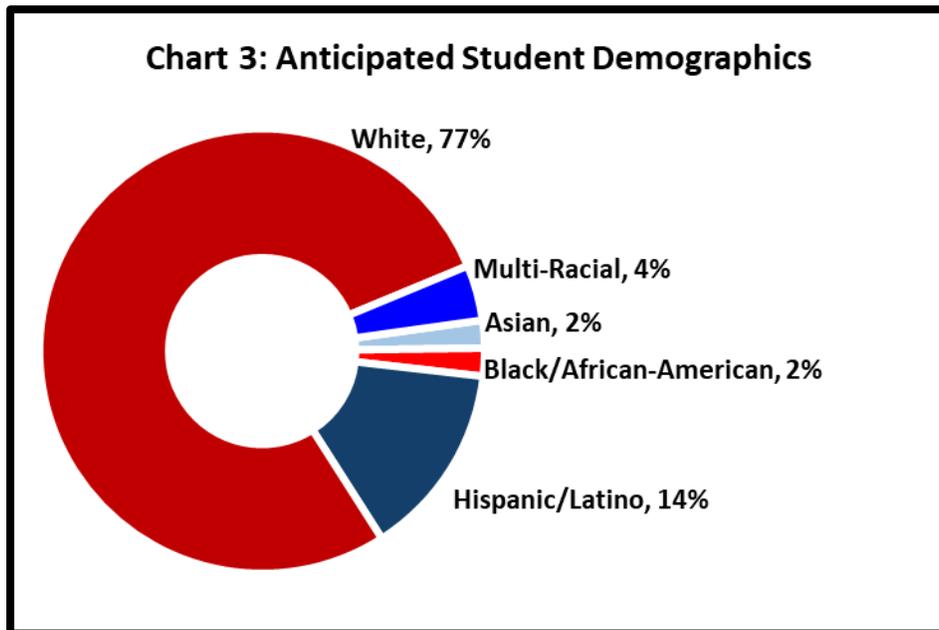
Additionally, DAI’s model aligns with the Idaho Public Charter School Commission of ensuring excellent “public charter schools options...to Idaho families”³³ as DAI’s educational model and philosophy is built on sound research and best practices. As such, DAI will provide families and students of the Meridian, Idaho area the quality educational choice they are seeking.

Student Population

In order to understand DAI’s projected target population, the school’s proposed governing board has examined student ethnicity demographics as well as academic achievement data from all Kindergarten-8th Grade public schools within a 5-mile radius of DAI’s proposed facility

³³ Idaho Public Charter School Commission. *About the PCSC: Mission Statement*. URL: <https://chartercommission.idaho.gov/about-the-pcsc/>; last accessed June 2019.

site.³⁴ As such, DAI anticipates these findings will reflect the school’s actual student body once the school opens.



As demonstrated in Chart 3 above, more than half (77%) of the students from our target community identify themselves as White.³⁵ The next largest category at fourteen percent (14%) is Hispanic/Latino, while the smallest existing ethnic categories are tied between Asian and Black/African-American, both at two percent (2%).³⁶ In addition to these projected ethnic demographics, the Governing Body of DAI has also examined special student subgroups, which are detailed below in **Table 6**:

Table 6: Anticipated Student Subgroups		
ELL	FRL	SWD
7%	37%	11%

As displayed in **Table 6** above, DAI anticipates serving a student body in which 7% are identified as English Language Learners (ELL), 37% qualify for Free/Reduced Lunch (FRL) services, and at least 11% are students with disabilities (SWD).³⁷

³⁴ Data was obtained through the Idaho State Department of Education, compiled, and then averaged to produce the findings shown above.

³⁵ Idaho State Department of Education. “Idaho School Finder”. *Explore Schools and Districts*. URL: <https://idahoschools.org/>; last accessed June 2019.

³⁶ Ibid.

³⁷ Ibid.

Enrollment Capacity

DAI plans to open in August of 2020, with grades K-5, and will add subsequent grades until it reaches grade 8, as shown in **Table 7**. The total school capacity is expected to be 489 at full build out.

Table 7: Enrollment					
Grade	2020-21	2021-22	2022-23	2023-24	2024-25
K	40	40	40	40	40
1	40	40	40	40	40
2	42	42	42	42	42
3	21	42	42	42	42
4	25	25	50	50	50
5	25	25	25	50	50
6	-	50	75	75	75
7	-	-	50	75	75
8	-	-	-	50	75
Total	193	264	364	464	489

Community Partnerships and Local Support

Community partnerships are extremely important as it broadens the student’s opportunity to be exposed to the quality curriculum and educational experiences during the school day and outside the school day. DAI will seek partnerships with community organizations that enrich the after-school programs, field trips, guest speakers, etc.

Early relationships that have been cultivated that will help amplify our students’ educational experiences include:

- Academica Nevada
- Pinecrest Inc.
- Jostens
- AdvancED

Enrolling Underserved Families

DAI’s plan for student recruitment involves a wide array of media and materials to promote the school to ensure that the school reaches the widest possible audience. Promotional flyers and/or brochures will be distributed via direct mail as well as to community groups and churches to ensure that harder-to-reach families are aware of the school and their eligibility to apply for enrollment. Digital and social media marketing/advertising will be used in order to reach out to a broad audience through ads, which direct parents to click on the school’s website.

Examples of social and digital marketing/ads include: Ads on Facebook, Digital ads on Pandora, Sponsored ads on Instagram, and Google Ads. Informational materials will be available in multiple languages, as needed. The school commits to using Social Media accounts as a means to promote the school and inform the community of the school’s opening. The school will tailor its social media strategies to target specific audiences including local businesses and community organizations.

The School will distribute press releases and/or public service announcements to various media outlets to promote the open enrollment period, open house and other essential details about the school and its programs. A banner will also be posted on site with relevant information, including the school’s website information, grade levels to be served, and phone number. PAI will host informational meetings either on the school site or a nearby location which would be accessible to all interested in attending the school. These events would be promoted in the same manner as listed above. During the informational meetings, the school will highlight its program and how it will serve all students.

Once opened, parents and community partners will be encouraged to inform family, friends, and their community groups about the School. Local elected officials and community leaders will be invited to visit the School. They will also be given an update on the program’s growth and will be asked to share open enrollment information with their constituents through their newsletter and upcoming community meetings.

DAI has secured an interest-free loan and plans to spend \$10,000 of these start-up funds for advertising/marketing ~~as outlined in the chart below.~~ The timeline and costs of DAI’s Marketing Plan are detailed in Table 9, below:

Table 9: Start-Up Marketing Plan		
Timeline	Item	Cost
December 2019 – March 2020	Develop DAI website	\$ 1,500
December 2019 – March 2020	Create Facebook page and other possible social media outlets	\$ 0
December 2019 – March 2020	Create and print flyers/brochures with information about the educational program	\$ 2,500
January-March 2020	Continue conversations with business and community leaders about the school and its purpose.	\$ 0
March-June 2020	Host informational nights for potential families and collect contact information	\$ 100
March-June 2020	Purchase banners to place at the school site upon approval	\$ 2,500

May-August 2020	Distribute press releases announcing approval of the school and to promote open enrollment period	\$ 700
May-August 2020	Create and distribute direct mail pieces that includes additional information about enrollment procedures	\$ 1,500
May-August 2020	Run social media ads	\$ 1,100
May-August 2020	Host various informational nights for parents interested in learning more about the school program and enrollment procedures	\$ 100

To recruit all students fairly in the target area, we are using comprehensive outreach and marketing strategies to ensure that potentially interested students and parents have equal access to apply and enroll at the school. These include recruiting and marketing initiatives that target the entire community, provide information for economically disadvantaged students and families, those who may have limited English proficiency, special physical or academic needs, or may be at risk of academic failure.

DAI will market the opening of the school via multiple modes to ensure that all families are informed of their educational options. A grassroots recruitment campaign is especially important to make sure that “harder-to-reach” families (e.g. single-parent families, low socio-economic households, second language families, etc.) are aware of the choice program and their eligibility to apply for enrollment. A grassroots marketing campaign includes: a school website, Facebook, flyers, direct mailers, advertisements in varying media, building relationships with community groups, and a “door to door” approach. The School will post flyers in local public facilities such as the post office, community centers, libraries and other locations of public access, and will also use banner advertisement on the proposed location.

Marketing materials will contain inclusive language to inform parents that all students are welcome to apply to DAI regardless of their socioeconomic status, race/ethnicity, home language, or enrolled academic program (Special Education, English Language Learners). The school’s website will be built with language translation options. Informational meetings will be hosted at varying times during the day to accommodate different work schedules.

Furthermore, DAI understands that transportation may provide a significant barrier for families from the community who are interested in attending the school. DAI has allocated revenue funds in its budget to provide transportation services for students and families who would not be able to attend otherwise. Therefore, during the school’s proposed marketing campaign, DAI’s governing board and Principal (when selected) will ensure that this vital piece of information is also communicated clearly and effectively to ensure all interested families have an opportunity to attend Doral Academy of Idaho.

V. SCHOOL LEADERSHIP & MANAGEMENT

School Administration and Leadership

Doral Academy of Idaho (DAI) understands the strong relationship between effective educational leadership and student learning. In order to improve student learning, educational leaders must focus on how they are promoting the learning, achievement, and social-emotional development of each student. To fulfill those endeavors, DAI recognizes that the domains included in the Idaho Standards for Effective Principals are essential to a successful school.

The Governing Board of DAI plans to hire a school leader that promotes success for all students through a positive school culture, effectively communicates the school’s mission and vision, and advocates for education to all stakeholders to garner support and involvement. The school’s Educational Service Provider, Academica, will assist with the advertising of the principal position and collection of application packets. A rubric will be developed with the board to identify ‘must haves’ in applicants and determine which candidates will be interviewed. Sample interview questions will be provided to the board, and the board will be conducting principal interviews and making final decisions on the candidate selected.

The Principal is responsible for communicating school culture to all employees. This process begins during the interview for employment. Candidates for employment at DAI will be screened for personal mission, vision, and pedagogical beliefs. Candidates that have beliefs that closely align to the school’s mission and vision and have the necessary pedagogical skill set will be offered employment. During orientation week, teachers and students will have the opportunity to learn about the mission and vision as a group. This allows for teachers to reiterate what they have learned in the previous week’s staff development and share with their students the importance of the mission and vision of DAI. In addition, every classroom will display DAI’s mission and vision. The buildings atmosphere and décor will show the ethos of the school through inspirational quotes, the mission, and vision being posted. These will showcase the importance they play in the school’s culture.

The principal will promote a collaborative leadership style that fosters shared leadership to capitalize on the expertise of individual leaders within the school and build capacity in teacher leaders through the promotion of professional development opportunities and self-reflection. The school leader will establish accountability for all based on professional, legal, ethical and fiscal standards. To develop and build leadership capacity, subject-level lead teachers are chosen and provided leadership opportunities. Teacher leaders meet with administration weekly to establish goals and provide feedback. This collaboration with lead teachers will ensure teachers are able to give feedback and directives in collaborative teams with their colleagues. Collaborative teams held daily will ensure that all DAI systems are consistently enforced and evaluated for effectiveness.

Finally, the school leader will have strong instructional leadership background in order to facilitate the school’s vision, goals, continuous improvement of instruction, evaluation of teachers and the recruiting and hiring of teachers. The Charlotte Danielson Framework for

Teaching serves as the basis for the evaluation of all teachers at DAI. This tool will be used to create classroom communities that are intellectually active and where students assume a large part of the responsibility for the success of the lesson through monitoring of their own learning. Teachers will be involved in a collaborative evaluation process between the evaluator and themselves. In addition, peer observations through Lesson Study will be a component of the evaluation process as evidenced in Domain 4: Professional Responsibilities – Participating in a Professional Community.

DAI's and Doral Academy Inc.'s (Doral Inc.) affiliation is a key partnership in the success of the proposed leadership and curriculum development plans, as DAI plans to replicate the highly successful model of Doral Academy Inc. (Doral Inc.). Doral Inc. has successfully opened and implemented this model and best practices at their schools in Florida and Nevada.

As a replicated model school, DAI will also benefit from the support of the Doral Academies of Las Vegas and the support of the Executive Director from Doral Academy of Nevada, Bridget Bilbray-Phillips. Mrs. Phillips' legacy of leadership embodies the "it takes a village" mantra, which will make her an outstanding school leader mentor for the principal at DAI. She has successfully participated in the establishment of multiple charter school campuses, serving as the founding Principal of both the Somerset Academy-Oakey Campus and Doral Academy's West Saddle Campus. Prior to her work with charter schools, Mrs. Phillips served as an administrator in the Clark County School District where she also oversaw the opening of new campuses. As such, Mrs. Phillips has the experience of establishing new campuses in both the School District and Charter school environment and understands those challenges unique to Charter Schools. The mentorship by Mrs. Phillips or members of Doral Academy Inc. is provided at no expense to the school but rather as a part of the affiliation within the system. As a network, current Doral Academy employees from across the nation are committed to supporting new growth in Idaho to ensure success in replicating the Doral Academy model. The only expenses incurred to the school would be for travel which will be covered under the Professional Development line within the budget designated for Continuous Improvement and Strategic Planning or under the Professional Development line of the budget using available funds from Special Distributions from the state of Idaho.

The Doral Academy of Idaho organizational chart includes the Governing Board at the top. The school's principal will be hired by and report directly to the Governing Board. The school's principal will be responsible for the day-to-day operations of the building and the supervision and development of school programs. All school staff including assistant principals, instructional coaches, teachers, office staff, and support staff will report to the building principal. Doral Academy Affiliation Support from both Nevada and Florida will provide support and guidance in school operations and arts integration to both the Governing Board and the principal. Please see [Appendix D: - School Administration and Organization Chart](#) for a chart ~~summarizes~~summarizing the responsibilities of the stakeholders within Doral Academy of Idaho.

Table 310: Stakeholder Responsibilities			
Function	Governing Board	School Leadership	Staff
Performance Goals	The Board will set annual goals to address student performance and organizational management.	The School leader will set quarterly student performance goals. The Administration will be responsible for monitoring student assessment throughout the school year to assess student and teacher performance.	Teaching staff will set student performance goals as well as professional goal and monitor the progress throughout the year.
Curriculum	The Board will delegate the identification of curriculum to the School's leader. The Board will verify that most curriculum purchased by the School is aligned with required state/federal testing.	Based upon teacher and student feedback and student performance data the School Leader will align curriculum to ensure success.	Teachers will implement curriculum adopted by the school and ensure alignment to the Idaho State Standards.
Professional Development	The Board will participate in a minimum of (4) hours of professional development annually.	A member of the administrative team will oversee, coordinate, assist and monitor the staff development process. The administrative team will be responsible for collaborating with Doral Academies in Nevada and Florida for joint professional development and training.	Teachers will participate in all required professional development and implement best practices shared during staff trainings.
Data Management and Interim Assessments	The Board will oversee that data management is being compiled in a compliant and effective way. The Board will provide resources to the Administration to procure highly effective assessment tools for the School.	The Administrators will determine the best possible interim assessment systems to use for the progression of their students. The Administration and teachers will be responsible for interpreting the data.	Teaching staff will administer benchmark assessment data and disaggregate the results to guide instructional decisions.
Promotion Criteria	The Board will adopt a Pay for Performance model that includes input from the teachers and administration.	Administrative team will be responsible for communicating promotion criteria to staff and making evaluations of staff.	Teachers will participate in training based on the Danielson Framework for Teaching and utilize the rubric for professional growth.

Table 310: Stakeholder Responsibilities			
Function	Governing Board	School Leadership	Staff
Culture	The Board will create/adopt policies and procedures to help create a culture that fosters the Mission and Vision of DAI.	The School Leadership will lead in a way to promote a healthy and enjoyable environment for their teachers, students and parents.	Staff will support school administration in implementing a positive school climate among students, parents, and peers.
Budgeting, Finance, and Accounting	The Board will oversee all aspects of the fiscal management of the School. The Board's Treasurer specifically will be responsible for reviewing and approving School Financials. The Board will adopt a financial policies and procedures manual that is in line with financial best practices of charter schools across the country.	The Principal will oversee portions of the budget such as expenses related to office supplies, travel, copier, etc. The Principal will review his/her budget with Academics on a bi-monthly basis.	Staff will follow all financial policies put into place for collection of money in the classroom.
Student Recruitment	The Board will develop a budget in their start-up year for marketing and student recruitment. If the School is unable to attain the full enrollment, funds will be allocated for student recruitment.	The School Leader will be responsible for attending open house meetings to help recruit students. The School Leader will be instrumental and a focal point in recruiting students during start-up and operational years of the school.	Staff will participate in student recruitment where applicable.
School Staff Recruitment and Hiring	The Board will develop and review specific personnel policies to support its goals and to ensure fairness and compliance with state and federal law. The Board will interview and hire the Principal.	The Principal and other Administrators will interview and hire all teachers and support staff. School Leadership will attend teacher recruitment fairs if needed.	Teachers will participate in the interview process of potential peers who might be joining their identified department or grade level.
HR Services (payroll, benefits, etc.)	The Board will choose a 3 rd Party payroll company to contract with for the processing of payroll. The Board will work to implement benefits and incentives for the School employees.	The School Leadership will serve as a HR resource to their teachers and staff. The School Leadership will work with Academics to make sure that HR policies and procedures are followed correctly.	Staff will participate in the onboarding process to register for payroll and benefits.

Table 310: Stakeholder Responsibilities			
Function	Governing Board	School Leadership	Staff
Development/ Fundraising	With the assistance of the Administration and Academics, the Board will fundraise through its relationships in the community. The Board will decide which development groups they will deal with for the building of a facility.	The Principal will assist the Board in its development and fundraising efforts.	Staff will provide input to school leaders regarding fundraising targets.
Community Relations	The Board will build relationships with groups and organizations in the community that support the school's vision and mission	The Principal will also network and engage community businesses and organizations for the purposes of after-school programs, fundraising, field trips, educational programs, guest speakers, etc.	Staff will engage students in community outreach through service projects, field trips, and invitations to guest speakers.
IT	The Board will choose a 3 rd party IT company to contract with for IT services.	The Principal will be responsible for reviewing the service provided by the IT company.	Staff will implement classroom technology and incorporate into weekly lessons.
Facilities Management	In compliance with all public bidding laws, the Board will select vendors.	The Principal will have her staff notify her of any facility concerns. The Principal will contact Academics with any issues regarding the facility for repair if Academics is requested to manage the vendor.	Staff will notify office staff of facility concerns especially when it involves student safety.
Vendor Management / Procurement	In compliance with all public bidding laws, the Board will select vendors.	The School Leadership will give feedback to the Board and Academics regarding the quality of service provided by vendor. School Leadership will contact Academics for any changes or corrective action that needs to take place with the vendor.	Staff will provide feedback to office staff regarding vendors working with the school for facility maintenance or procurement.
Student Support Services	The Board will allocate resources to the School Leader for student support services.	The Principal will develop programs within the school to assist students in overcoming personal concerns and academic deficiencies that could impair their ability to succeed as students.	Staff will engage students in the education of the whole child – academically, socially, and emotionally.

Leadership Evaluation

The Principal shall be evaluated by the Board of Directors. This evaluation ~~may~~will take place twice a year (mid-year and end-of-year) ~~but at least once each year.~~ The evaluation process will give the administrator an opportunity to set personal and professional goals in alignment with the charter prior to the beginning of the school year. The formal evaluation will consist of documentation giving evidence of the Principal’s progress toward meeting school and professional goals and setting new goals. The evaluation process should also provide opportunities to recognize exemplary performance or correct concerning behavior.

The tool used to evaluate ~~the DAI’s school leaders~~ ~~focuses on behaviors and results such as is currently in the development process, but will combine elements from two successful tools already in existence:~~ the ~~performance evaluation~~ Idaho Principal Evaluation Framework³⁸ from the Idaho Department of Education and the Principal Performance Evaluation Systems (PPES) developed by Stronge Stronge and Associates³⁹. ~~This accountability tool~~ Idaho’s Principal Evaluation Framework, which is built upon the Interstate School Leaders Licensure Consortium (ISLLC) standards, provides administrators a robust outline of quality and effective school administration.

Stronge and Associates’ PPES, which is based on research-guided performance standards, ~~focuses on behaviors and results.~~ Critically, because the principal serves not only as the school’s instructional leader with general academic oversight similar to that of a district school principal, but also as the senior leader of the school’s local education agency and the non-profit organization as a whole, the evaluation of this ~~individually necessarily individual~~ encompasses domains outside of those identified by the *Idaho Standards for Effective Principals* as he or she is accountable not only for meeting those standards, but also for fulfilling the academic, organizational, and financial commitments that the school’s governing board agrees to with the execution of the performance certificate. To the extent that the school is failing to meet any of those academic, organizational, or financial expectations, the responsibility either lies at the foot of the principal for failing to meet those commitments or on the board itself. ~~Please see~~ Appendix F5 – Principal Evaluation for further information.

Table 4011: Principal Performance Standards	
Behaviors	Results
<ul style="list-style-type: none"> • Instructional Leadership • School Climate • Human Resources Leadership • Organizational Management 	<ul style="list-style-type: none"> • Student Progress • Organizational Compliance • Financial Compliance

³⁸ Idaho Department of Education, *Idaho Principal Evaluation Framework*. URL: <https://www.sde.idaho.gov/federal-programs/ed-effectiveness/files/professional-principals/Idaho-Principal-Evaluation-Framework.pdf>; last accessed October 2019.

³⁹ Stronge, James H. (2013). *Principal Evaluation: Standards, Rubrics, and Tools for Effective Performance*. Alexandria, VA:ASCD

<ul style="list-style-type: none"> • Communication and Community Relations • Professionalism 	
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Educational Services Provider

Doral Academy of Idaho ~~will~~ is planning to contract with Academica, a nationwide education support services provider (ESP), to provide replication assistance and business support services. Academica is one of the nation’s longest-serving and most successful charter school service and support organizations. Its mission is to facilitate each governing board’s vision by handling the ‘business’ of the school, allowing the school to stay student-focused.

The Doral Academy of Idaho Proposed Board Chair, Carolyn Baird, was introduced to Academica through another charter that was interested in expanding in the state of Idaho. That network, Pinecrest Academy, currently contracts with and recommended Academica to serve as our Educational Service Provider. After comparing fees and services provided from other education service providers, DAI was inclined to select Academica Nevada. The Governing Board will do further due diligence in researching other Educational Services Providers and will not enter into any contract until after the charter is approved.

Academica was founded in 1999 on the principle that each school is a unique educational environment led by an independent governing board. Academica works to help its clients achieve their educational and organizational goals. Academica’s clients maintain complete control over their schools’ academic programs, staffing needs, management, and curricula. Academica has local offices that serve charter management organizations and independent charter schools in Arizona, Florida, California, Texas, Utah, Nevada, ~~Hawaii~~, Idaho, Colorado, and Washington D.C. Doral Academy of Idaho will benefit from not only the Doral Academy network of schools in Nevada and Florida, but also an existing portfolio of over 150 Academica partner schools. Additionally, in a recent article⁴⁰ from the Harvard University-sponsored journal, Education Next, several schools which Academica services were identified for both their high student performance as well as closing achievement gaps for educationally disadvantaged students. (See Appendix F7 – Education Next Article for the full article).

Primarily, an Academica staff from Idaho and Nevada member will assist Doral Academy of Idaho in providing services to work as a liaison between the school, the DAI Board, and the Academica office in Nevada. The liaison will be responsible for assisting the Board Chair on conducting Board Meetings in addition to supporting the school’s leadership team, when requested. Academica Nevada’s portfolio includes nearly 20,000 students in Nevada, Colorado, ~~Hawaii~~, and Arizona. All Academica schools follow industry best practices in regards to financial policies and procedures in addition to passing annual financial audits.

Contact information for the Chief Operating Officer of Academica Nevada is as follows:

⁴⁰ Matus, Ron. “Miami’s Choice Tsunami”. *EducationNext*. Winter 2020. *Volume 20, No. 1*. Program on Education Policy and Governance. Harvard Kennedy School, Cambridge. 2019.

Ryan Reeves, Chief Operating Officer
Academica Nevada
6630 Surrey Street
Las Vegas, NV 89119

Academica Nevada's portfolio includes 38 schools that received star ratings in August 2018 (each elementary, middle, and high received their own star rating) on Nevada's statewide school performance framework. Of the 38 schools, 24 earned four and five star ratings and 9 received three star ratings. It is important to note that several new schools, including high schools, had insufficient data to generate ratings in 2018.

Role of Education Service Provider

The role of Academica is to serve at the will and guidance of the Board. We expect Academica Nevada and Doral Academy, Inc., to carry out the defined responsibilities found in their respective contracts and set forth in the "Scope of Services" below in a manner that is consistent and assists the board meet its vision. Academica's services are designed to allow the Principal and the Governing Board to focus on day-to-day school operations. Academica assists charters in many aspects including, but not limited to:

- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;
- Monitor and assure Compliance with all state reports;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist with systems development;
- At the Board's direction, prepare agendas and post notices of all board meetings;
- Assist the Board in identifying and retaining an employee leasing company;
- Provide human resources related services such as dispute resolution and contract preparation and review and;
- Assist the Board in renewing the School's charter.

As part of the commitment and relationship between Doral Academy of Idaho and Academica, it is understood and agreed that Academica will NOT do the following:

- Employ the School Administrator or any other licensed personnel;
- Draw orders for the payment of money, as that responsibility is limited strictly to the school's board and principal;
- Use fees paid by DAI to benefit or subsidize schools located outside of Idaho.
- Permit the school's lease and management contract to be conditioned one upon the other.

The payroll and employee leasing company is a third party vendor that will be providing a service to the school outside of the proposed Educational Service Provider. That contract agreement is approved by the Board of Directors, and the payroll processing fee is accounted

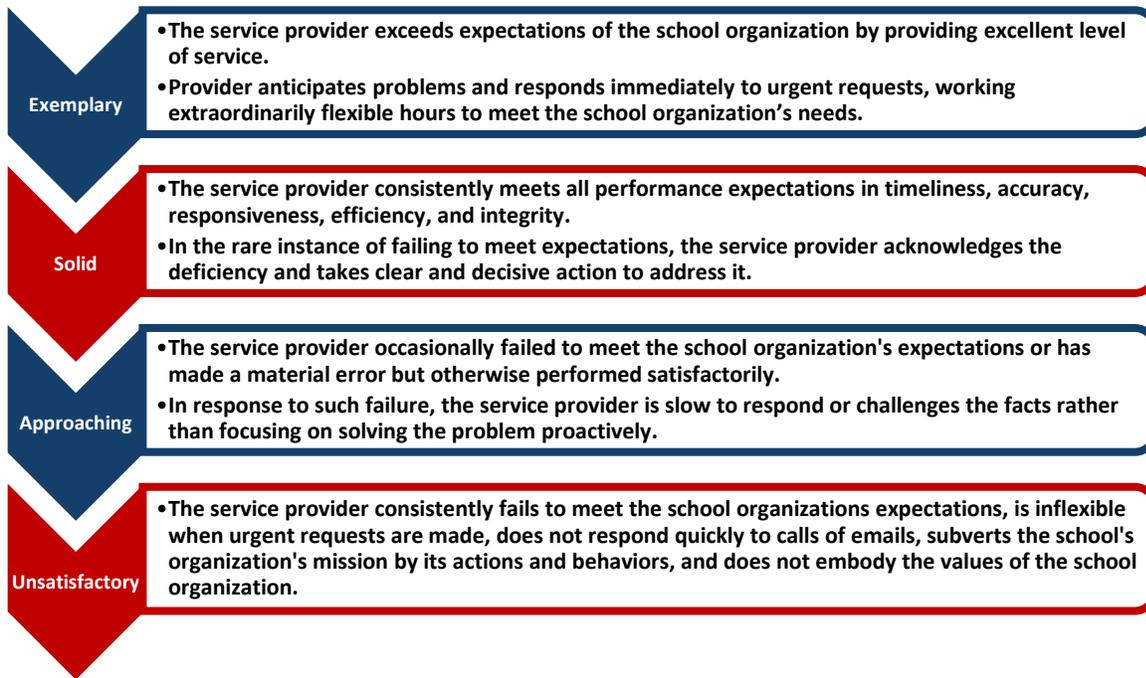
for in the school's budget. If Academica has any affiliation with recommended vendors, this will be disclosed to the Board during an Open Meeting prior to entering into any agreements. If the DAI Board does not approve of a vendor recommended by the Educational Service Provider, there is no impact to the contract with Academica.

As outlined in the *Appendix E - Education Service Provider*, all reimbursement of costs incurred by Academica on behalf of the school must be preapproved by the Board of Directors. The limit on these reimbursements is attributed to the expenses within the school's budget.

Evaluation of Education Service Provider

The board expects Academica to perform each of the specific duties of the contract. ~~Annually, each~~The evaluation of DAI's EMO will follow similarly to the Board's evaluation of its Principal, namely in three stages. At the beginning of the year, goals will be clearly established as it aligns with the school's contract. Lastly, both mid-way through the year, as well as at the end of the school year, all Board Member and the school leadership team will evaluate the service provider in ~~eleven~~ different areas including Board Management, Facilities, Finance (Accounting, Accounts Payable, Budget, Payroll), Legal Services, Marketing, National School Lunch Program, Procurement, Registration, School Resource Development, State Reporting, and Teacher Recruitment. In evaluating the service provider, the Board Members and principal will use the Service Provider Rubric that can be found in [Appendix E – Education Service Provider](#).

Additionally, at the Governing Board's discretion, the aforementioned Service Provider Rubric may be modified in order to adequately evaluate the services provided by Academica Nevada as the needs of the school change and develop over time. Some of these changes, may include but are not limited to, integrating standards and requirements relevant to the state of Idaho, such as those found in the *Idaho Principal Evaluation Framework*.



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APPENDICES

Financial Summary

Worksheet Instructions: This page will auto-populate as you complete the Pre-Operational and Operational Budget tabs.

Revenue					
Anticipated Enrollment for Each Scenario:		152	202	318	444
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Cash on Hand/ Other Revenue Sources	\$0.00	\$0.00	NA	NA	\$0.00
Contributions/ Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loans	\$0.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Support	NA	\$233,295.36	\$265,973.76	\$409,173.35	\$653,878.33
Salary and Benefit Apportionment	NA	\$576,387.00	\$651,177.00	\$1,002,884.00	\$1,608,574.00
Transportation Allowance	NA	\$35,100.00	\$35,100.00	\$35,100.00	\$70,200.00
Special Distributions	NA	\$181,324.34	\$210,242.84	\$304,609.00	\$404,615.02
REVENUE TOTAL	-	\$1,051,106.70	\$1,187,493.60	\$1,751,766.35	\$2,737,267.35
Expenditures					
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals	\$0.00	\$624,261.80	\$665,958.50	\$988,081.42	\$1,570,339.46
Educational Program Totals	\$0.00	\$83,134.68	\$119,390.93	\$224,449.35	\$380,838.70
Technology Totals	\$0.00	\$25,370.22	\$39,734.00	\$54,421.00	\$71,843.00
Capital Outlay Totals	\$0.00	\$9,900.00	\$12,375.00	\$25,492.50	\$36,960.00
Board of Directors Totals	\$0.00	\$19,600.00	\$20,100.00	\$36,200.00	\$36,830.00
Facilities Totals	\$0.00	\$216,700.00	\$231,000.00	\$338,600.00	\$486,225.00
Transportation Totals	\$0.00	\$58,500.00	\$58,500.00	\$58,500.00	\$117,000.00
Nutrition Totals	\$0.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Other	\$0.00	\$8,640.00	\$8,640.00	\$10,140.00	\$17,975.00
EXPENSE TOTAL	-	\$1,051,106.70	\$1,161,698.43	\$1,741,884.27	\$2,724,011.16
OPERATING INCOME (LOSS)	-	\$0.00	\$25,795.17	\$9,882.08	\$13,256.19
PREVIOUS YEAR CARRYOVER		-	\$0.00	\$25,795.17	\$9,882.08
NET INCOME (LOSS)	-	\$0.00	\$25,795.17	\$9,882.08	\$13,256.19

Special Education Subtotals	0.0	-	Anticipated % Special Education Students:
Other Certified Staff	FTE	Amount	
Lead Administrator			
Assistant Administrator			
Other Certified Staff Subtotals	0.0	-	
CERTIFIED STAFF TOTAL	0.0	-	

1b: CLASSIFIED STAFF	Budget		Assumptions / Details / Sources
Position	FTE	Amount	
Paraprofessionals- General			
Paraprofessionals- SPED			
Admin / Front Office Staff			
CLASSIFIED STAFF TOTAL	0.0	-	

1c: BENEFITS	Budget		Assumptions / Details / Sources
Type	Rate	Amount	
Retirement			
Workers comp			
FICA/Medicare			
Group insurance			
Paid time off (provide assumptions)			
BENEFITS TOTAL		-	

CERTIFIED & CLASSIFIED STAFF TOTAL	-	
TOTAL STAFF & BENEFITS TOTAL	-	

Section 2: Educational Program

2a: OVERALL EDUCATION PROGRAM COSTS	Budget		Assumptions / Details / Sources
Professional Development			
SPED Contract Services			Types of anticipated SPED Contractors:
Other Contract Services (i.e. accounting, HR, management)			
Office Supplies			
Membership Dues (if applicable)			
OVERALL EDUCATION PROGRAM TOTAL		-	

2b: ELEMENTARY PROGRAM	Budget		Assumptions / Details / Sources
Elementary Curriculum			
Elementary Instructional Supplies & Consumables			
Elementary Special Education Curricular Materials			
Elementary Contract Services (provide assumption)			Types of anticipated Contractors:
ELEMENTARY PROGRAM TOTAL		-	

2c: SECONDARY PROGRAM	Budget	Assumptions / Details / Sources
Secondary Curriculum		
Secondary Instructional Supplies & Consumables		
Secondary Special Education Curricular Materials		
Secondary Contract Services (provide assumption)		Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	-	
EDUCATIONAL PROGRAM TOTAL	-	
Additional Notes or Details Regarding Educational Program Expenditures:		

Section 3: Technology		
Line Item / Account	Budget	Assumptions / Details / Sources
Internet Access		
Contract Services		
Technology Software & Licenses		
Computers for Staff Use		
Computers for Student Use		
Other Technology Hardware (i.e. document cameras, projectors, etc.)		
TECHNOLOGY TOTAL	-	
Additional Notes or Details Regarding Technology Expenditures:		

Section 4: Non-Facilities Capital Outlay		
Line Item / Account	Budget	Assumptions / Details / Sources
Furniture (school-wide)		Include only items not covered via FFE, if applicable.
Kitchen Equipment (warming oven, salad bar, etc)		
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)		

CAPITAL OUTLAY TOTAL	-	
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Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:

Section 5: Board of Directors

Line Item / Account	Budget	Assumptions / Details / Sources
Board Training		
Legal		
Insurance (property, liability, E & O, etc.)		
Audit		
BOARD OF DIRECTORS TOTAL	-	

Additional Notes or Details regarding Board of Directors Expenditures:

Section 6: Facilities Details (consistent with facilities template)

Line Item / Account	Budget	Assumptions / Details / Sources
Mortgage or Lease		
Construction / Remodeling (if applicable)		
Repairs and Maintenance		
Facilities Maintenance Contracts (i.e. snow removal, lawn care, custodial, security, etc.)		
Utilities (i.e. gas, electric, water, etc.)		
Phone		
Other Facilities Related Costs (specify)		
FACILITIES TOTAL	-	

Additional Notes or Details Regarding Facilities Expenditures:

Section 7: Transportation

Line Item / Account	Budget	Assumptions / Details / Sources
Daily Transportation		
Special Transportation (i.e. SPED, field trips, etc.)		
Other Transportation Costs (specify)		
TRANSPORTATION TOTAL	\$0.00	

Additional Notes or Details Regarding Transportation Expenditures:

Section 8: Nutrition

Line Item / Account	Budget	Assumptions / Details / Sources
Food Costs		
Non-Food Costs		
OTHER TOTAL	-	

Additional Notes or Details Regarding Transportation Expenditures:

Section 9: Other Expenditures

Line Item / Account	Budget	Assumptions / Details / Sources
OTHER TOTAL	-	

Additional Notes or Details Regarding Transportation Expenditures:

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 notes specific to start-up costs (details, sources, etc.) in the Assumptions column.

Operational Revenue

Anticipated Enrollment for Each Scenario:	152	202	318	444	
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Cash on Hand			NA	NA	Secured funds only; include documentation
Donations and Contributions	\$0.00	\$0.00	\$0.00	\$0.00	
Loans	\$25,000.00	\$25,000.00			Academica no-interest start-up loan for operational expenses
Grants					Provide documentation and details.
Entitlement	\$233,295.36	\$265,973.76	\$409,173.35	\$653,878.33	Attach the M & O Revenue Template
Salary and Benefit Apportionment	\$576,387.00	\$651,177.00	\$1,002,884.00	\$1,608,574.00	Attach the M & O Revenue Template
Transportation Allowance	\$35,100.00	\$35,100.00	\$35,100.00	\$70,200.00	
Special Distributions	NA	NA	NA	NA	From the SDE Special Distributions Doc.
Charter School Facilities	\$60,800.00	\$80,800.00	\$127,200.00	\$177,600.00	Virtual schools include SDE worksheet
Content and Curriculum	\$14,613.80	\$16,660.80	\$24,884.40	\$38,608.20	Per SDE Budget guidance
Continuous Improvement Plans and Train	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	Per SDE Budget guidance
Gifted Talented	\$3,255.36	\$3,339.36	\$3,534.24	\$3,745.92	Per SDE Budget guidance
Leadership Premiums	\$9,148.68	\$9,148.68	\$14,231.28	\$21,855.18	Per SDE Budget guidance
IT Staffing	\$10,262.50	\$11,700.00	\$15,000.00	\$15,000.00	Per SDE Budget guidance
Math and Science Requirement		NA	NA	NA	
Professional Development	\$22,380.00	\$22,380.00	\$26,480.00	\$32,630.00	Per SDE Budget guidance
Safe and Drug-Free Schools	\$3,824.00	\$4,424.00	\$5,816.00	\$7,328.00	Per SDE Budget guidance
Technology (i.e. infrastructure)	\$50,440.00	\$55,190.00	\$66,210.00	\$78,180.00	Per SDE Budget guidance
Advanced Opportunities		NA	\$0.00	\$0.00	secondary schools only - will look to secure, not included in budget
College and Career Advisors / Mentors		NA	\$0.00	\$0.00	secondary schools only - will look to secure, not included in budget
Literacy Proficiency	NA	NA			
Limited English Proficient (LEP)	NA	NA			
School Facilities (Lottery)	NA	NA	\$14,653.08	\$23,067.72	Per SDE Budget guidance
REVENUE TOTAL	\$1,051,106.70	\$1,187,493.60	\$1,751,766.35	\$2,737,267.35	

Operational Expenditures

Section 1: Staffing

1a: CERTIFIED STAFF	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Classroom Teachers	8.00	\$16,000.00	8.00	\$340,000.00	12.50	\$554,687.50	19.50	\$901,875.00	
Elementary Teachers									
Secondary Teachers									
Specialty Teachers									
Classroom Teacher Subtotals	8.00	\$16,000.00	8.00	\$340,000.00	12.50	\$554,687.50	19.50	\$901,875.00	Average classroom size: (K-1:1:20;2-3:1:21;4-8:1:25)
Special Education									
SPED Director	1.00	\$9,500.00	1.00	\$42,500.00	1.50	\$66,562.50	2.00	\$92,500.00	
Special Education Teacher	1.00	\$39,500.00	1.00	\$42,500.00	1.50	\$66,562.50	2.00	\$92,500.00	Anticipated % Special Education Students: 10%
Special Education Subtotals	2.00	\$49,000.00	2.00	\$85,000.00	3.00	\$133,125.00	4.00	\$185,000.00	
Other Certified Staff									
Lead Administrator (Principal)	1.00	\$77,500.00	1.00	\$80,000.00	1.00	\$82,400.00	1.00	\$84,872.00	
Assistant Administrator	1.00	\$77,500.00	1.00	\$80,000.00	1.00	\$82,400.00	1.00	\$84,872.00	
Other Certified Staff Subtotals	2.00	\$155,000.00	2.00	\$160,000.00	2.00	\$164,800.00	2.00	\$169,744.00	
CERTIFIED STAFF TOTAL	10.00	\$433,000.00	10.00	\$462,500.00	15.00	\$703,650.00	22.50	\$1,079,247.00	

1b: CLASSIFIED STAFF	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Position	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Paraprofessionals- General							2.00	\$5,280.00	
Paraprofessionals- SPED									
Admin / Front Office Staff (Office Manager)	1.00	\$30,000.00	1.00	\$35,000.00	1.00	\$36,050.00	1.00	\$37,131.50	
Other: Receptionist							1.00	\$18,720.00	
CLASSIFIED STAFF TOTAL	1.00	\$30,000.00	1.00	\$35,000.00	1.00	\$36,050.00	4.00	\$91,131.50	

1c: BENEFITS	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Type	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	
Retirement	11.94%	\$5,282.20	11.94%	\$59,401.50	11.94%	\$88,320.18	11.94%	\$139,743.19	Public Retirement System of Idaho (PERSI)
Workers comp/ FICA/ Medicare	7.72%	\$35,243.60	7.72%	\$38,407.00	7.72%	\$57,104.84	7.72%	\$90,353.22	
Group Insurance (Medical/Dental)	13.97%	\$64,680.00	13.00%	\$64,680.00	12.72%	\$94,080.00	13.31%	\$159,820.00	
Paid time off (provide assumptions)	1.20%	\$5,556.00	1.20%	\$9,970.00	1.20%	\$8,876.40	1.20%	\$14,044.54	
BENEFITS TOTAL		\$161,261.80		\$168,458.50		\$248,381.42		\$399,960.96	
CERTIFIED & CLASSIFIED STAFF TOTAL		\$463,000.00		\$497,500.00		\$739,700.00		\$1,170,378.50	
TOTAL STAFF & BENEFITS TOTAL		\$624,261.80		\$665,958.50		\$988,081.42		\$1,570,339.46	

Section 2: Educational Program

Za: 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		\$22,380.00		\$22,380.00		\$26,480.00		\$32,630.00	State Professional Dev. Funds
SPED Contract Services		\$17,480.00		\$35,350.00		\$5,650.00		\$7,700.00	Types of anticipated SPED Contractors: OT, PT, ST @ \$175 per student
Leadership Premiums		\$9,148.68		\$9,148.68		\$14,231.28		\$21,855.18	\$1,016.52 per Instructional/Pupil Service staff
Affiliation Fee: Doral Academy, Inc. (1%)		-		4,761.25		14,471.57		23,326.52	Doral Academy, Inc. Affiliation Fee - Usually 1% (half going back to the school for Professional Development and the other half going to the national Doral Academy, Inc. organization) - Only the Professional Development portion will be charged during the first couple years of operation as the school strengthens its financial stability. (no portion will be charged during breakeven scenario)
Authorizer Fee		\$7,400.00		\$7,900.00		\$11,600.00		\$11,700.00	Estimated Fee (Contact: Jenn Thompson)

Management Fee (Academica Nevada)	-	10,000.00	23,850.00	99,900.00	Academica Fee schedule - dependent on student count
Substitute Teaching Services	14,850.00	14,850.00	23,100.00	35,475.00	10 days x \$165 per day per Instructional/Pupil Service staff
Office Supplies	1,976.00	2,626.00	4,134.00	5,772.00	\$13 per student
OVERALL EDUCATION PROGRAM TOTAL	\$73,234.68	107,015.93	173,516.85	308,358.70	

Zb: ELEMENTARY PROGRAM	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum	9,900.00		12,375.00	17,844.75	22,176.00	FFE Lease
Elementary Instructional Supplies & Consumables	-	-	-	21,280.00	25,120.00	Consumables Year 1 picked up in FFE lease / \$80 per student
Elementary Special Education Curricular Materials						
Elementary Contract Services (provide assumptions)						
ELEMENTARY PROGRAM TOTAL	9,900.00		12,375.00	39,124.75	47,296.00	

Zc: SECONDARY PROGRAM	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Secondary Curriculum	-	-	-	7,647.75	14,784.00	FFE Lease
Secondary Instructional Supplies & Consumables	-	-	-	4,160.00	10,400.00	\$80 per student
Secondary Special Education Curricular Materials						
Secondary Contract Services (provide assumptions)						Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	-	-	-	11,807.75	25,184.00	
EDUCATIONAL PROGRAM TOTAL	83,134.68		119,390.93	224,449.35	380,838.70	

Additional Notes or Details Regarding Educational Program Expenditures:

Assumes Doral Academy of Idaho will contract with Academica (Management Fee - \$450 per student (little to no fee will be charged until financially stable)) - Academica is an Educational Management Service Provider whose services to Doral Academy of Idaho shall include, but may not be limited to, the following:

- ▣ Identification, design, and procurement of facilities and equipment
- ▣ Staffing recommendations and human resource coordination
- ▣ Regulatory compliance and state reporting
- ▣ Legal and corporate upkeep
- ▣ Public relations and marketing
- ▣ The maintenance of the books and records of the charter school
- ▣ Bookkeeping, budgeting and financial forecasting

Academica Management Fee Schedule:

Student Count	Fee
175 or less	\$0.00
176 - 225	\$10,000.00 Flat Fee
226 - 325	\$75.00 per student
326 - 425	\$150.00 per student
426 - 525	\$225.00 per student
526 - 624	\$300.00 per student
625 or more	\$450.00 per student

FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academica's standing relationship with the lending institution Vectra Bank will allow Doral Academy of Idaho to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of operation. Doral Academy of Idaho budgets \$1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. These projected totals are divided into the three equipment categories: Curriculum, Technology, & Furniture/Fixtures. Instructional items may also be purchased using the funds from these leases. Doral Academy of Idaho believes the equipment costs listed above are adequate and viable to account for the anticipated student enrollment each year based on the experience of Academica Nevada.

Section 3: Technology

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Internet Access	6,000.00		6,000.00	6,300.00	6,615.00	
SIS Software (Infinite Campus)	5,000.00		5,000.00	5,000.00	5,000.00	Student Information Software System
Contracted Services: IT	-	-	8,484.00	13,356.00	18,648.00	Contracted IT @ \$42 per student annually (Intellitek) - reduced fee if breakeven scenario utilizing relationship with Intellitek
Technology Software & Licenses / Set-up Fees	4,170.22		7,500.00	3,500.00	3,500.00	Tech. Set-up fees
Computers for Staff Use	2,040.00		2,550.00	5,253.00	7,616.00	FFE Lease
Computers for Student Use	3,060.00		3,825.00	7,879.50	11,424.00	FFE Lease
Other Technology Hardware (i.e. document cameras, projectors, etc.)	5,100.00		6,375.00	13,132.50	19,040.00	FFE Lease
TECHNOLOGY TOTAL	25,370.22		39,734.00	54,421.00	71,843.00	

Additional Notes or Details Regarding Technology Expenditures:

FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academica's standing relationship with the lending institution Vectra Bank will allow Doral Academy of Idaho to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of operation. Doral Academy of Idaho budgets \$1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. These projected totals are divided into the three equipment categories: Curriculum, Technology, & Furniture/Fixtures. Instructional items may also be purchased using the funds from these leases. Doral Academy of Idaho believes the equipment costs listed above are adequate and viable to account for the anticipated student enrollment each year based on the experience of Academica Nevada.

Section 4: Non-Facilities Capital Outlay

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)	7,425.00		9,281.25	19,119.38	27,720.00	FFE Lease
Kitchen Equipment (warming oven, salad bar, etc.)	2,475.00		3,093.75	6,373.13	9,240.00	FFE Lease
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)						
CAPITAL OUTLAY TOTAL	9,900.00		12,375.00	25,492.50	36,960.00	

Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:

FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academia's standing relationship with the lending institution Vectra Bank will allow Doral Academy of Idaho to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of operation. Doral Academy of Idaho budgets \$1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. These projected totals are divided into the three equipment categories: Curriculum, Technology, & Furniture/Fixtures. Instructional items may also be purchased using the funds from these leases. Doral Academy of Idaho believes the equipment costs listed above are adequate and viable to account for the anticipated student enrollment each year based on the experience of Academia Nevada.

Section 5: Board of Directors

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Board Training		\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	Continuous Improvement Plans and Training
Legal		1,000.00	1,500.00	2,000.00	2,000.00	
Insurance (property, liability, E & O, etc.)		12,000.00	12,000.00	12,600.00	13,230.00	property, liability ins.
Audit		-	-	15,000.00	15,000.00	Annual Audit Fee - First Years audit will take place Sept/Oct. of the following fiscal Year
BOARD OF DIRECTORS TOTALS		19,600.00	20,100.00	36,200.00	36,830.00	

Additional Notes or Details Regarding Board of Directors Expenditures:

Section 6: Facilities Details (consistent with facilities template)

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Mortgage or Lease		165,000.00	165,000.00	265,000.00	400,000.00	Compass Charter School Location - 4.5M @ 8%, payments
Construction / Remodeling (if applicable)		-	-	-	-	
Repairs and Maintenance		2,000.00	4,000.00	4,200.00	4,410.00	Misc. Maint. & Repairs
Facilities Maintenance Contracts (i.e. snow removal; trash; lawn care, custodial, security, etc.)		24,500.00	32,000.00	37,500.00	48,000.00	Contracted Janitorial, Snow, Lawn Maintenance
Utilities (i.e. gas, electric, water, etc.)		19,200.00	24,000.00	25,600.00	27,200.00	\$1.60 per sq. ft. / est. 40,000 sq. ft. not utilizing full space first few years
Phone		6,000.00	6,000.00	6,300.00	6,615.00	
Other Facilities Related Costs (specify)		-	-	-	-	
FACILITIES TOTAL		216,700.00	231,000.00	338,600.00	486,225.00	

Additional Notes or Details Regarding Facilities Expenditures:

The Doral Academy of Idaho Board will secure a facility lease in time for the commencement of school operations. Doral Academy of Idaho has set aside \$750 per pupil for facility rent in its first year increasing by \$50 per student each year. Assumes Doral Academy of Idaho will utilize a facility of approx. 40,000 sq. ft. The facility will allow for necessary classrooms, computer labs, science labs, multi-purpose room, and office space needed. Academia manages over one-hundred schools nationwide, with a majority that have facilities with the model of adequate square feet per students that the anticipated facility will offer. Discussions regarding a facility lease agreement has yet to be finalized; however, this projection provides a more than adequate depiction of the anticipated rental cost.

Section 7: Transportation

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation		\$58,500.00	\$58,500.00	\$58,500.00	\$117,000.00	Rates given by Brown Bus Company (BBC) (\$325 per route per day (one route Y1-Y2, two routes Y3)
Special Transportation (i.e. SPED, field trips, etc.)		\$0.00	\$0.00	\$0.00	\$0.00	
Other Transportation Costs (specify)		\$0.00	\$0.00	\$0.00	\$0.00	
TRANSPORTATION TOTAL		\$58,500.00	\$58,500.00	\$58,500.00	\$117,000.00	

Additional Notes or Details Regarding Transportation Expenditures:

Doral Academy of Idaho will look to provide transportation to and from school and will contract out the service in its first few years. The budget has been based on rates given by Brown Bus Company (BBC), a well-established bus transportation company that provides school bus transportation to various Idaho schools. The budget reflects the transportation allowance of 60% of the projected transportation expenses. The transportation expenses are assumed at \$325 per route per day, for 180 school days; utilizing one route for the first two years of operation, increasing to two routes in the third year of operation. Once established, the Doral Academy of Idaho governing board will seek the appropriate bids for a bus transportation provider in compliance with Idaho Code.

Section 8: Nutrition Program

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Food Costs		5,000.00	6,000.00	6,000.00	6,000.00	
Non-Food Costs		-	-	-	-	
NUTRITION TOTAL		5,000.00	6,000.00	6,000.00	6,000.00	

Additional Notes or Details Regarding Other Expenditures:

Doral Academy of Idaho projects that 37% of the student population will qualify for free and reduced lunch. Standard kitchen equipment is factored into the amount of the anticipated building space and may include up to an oven, warming cabinet, double door refrigerator, and single door freezer. These items are included in the schools anticipated FFE lease mentioned in more detail in the subsection above. Additional start-up expenses may include food thermometers, a prep table, oven mitts, single use gloves, and other kitchen supplies. Administrative costs are minimal and may include a date-stamp, envelopes, and mailing stamps. The school will seek to contract with a Vendor/School District to prepare specified meals under the National School Lunch Program (NSLP). The school will administer the application process for all free and reduced-price meals and will submit claims for reimbursement to the state. The budget assumes that meals will be paid for by students not eligible for these programs. The amount of \$1,000 per year has been budgeted in Year 1 - 3 for any potential overages or one-time costs associated with providing food services.

Section 9: Other Expenditures

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Copier / Printing		6,000.00	6,000.00	6,300.00	6,615.00	Est. @ \$500 per month
Loan Payments		-	-	-	5,000.00	Academia Nevada's no interest start-up loan - payments commencing Year 3
Payroll Services		2,640.00	2,640.00	3,840.00	6,360.00	Est. @ \$240 per employee
OTHER TOTAL		8,640.00	8,640.00	10,140.00	17,975.00	

Additional Notes or Details Regarding Other Expenditures:

Cash Flow Operational Year 1														
	Year 1													Total
	Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	
Student Enrollment Capacity	202													
Revenue														
Donations and Contributions	0								\$0.00				\$0.00	\$0.00
Loans	25,000	\$25,000.00												\$25,000.00
Grants	0													\$0.00
Entitlement	265,974	\$66,493.44	\$79,792.13			\$31,916.85			\$53,194.75			\$29,257.11		\$260,654.28
Salary and Benefit Apportionme	651,177	\$162,794.25	\$195,353.10			\$78,141.24			\$130,235.40			\$71,629.47		\$638,153.46
Transportation Allowance	35,100	\$8,775.00	\$10,530.00			\$4,212.00			\$7,020.00			\$3,861.00		\$34,398.00
Special Distributions	210,243								\$52,560.71			\$157,682.13		\$210,242.84
Total Revenue	\$1,187,493.60	\$263,062.69	\$285,675.23	\$0.00	\$0.00	\$114,270.09	\$0.00	\$0.00	\$243,010.86	\$0.00	\$0.00	\$262,429.71	\$0.00	\$1,168,448.58
Expenditures														
Salaries and Benefits	665,958.50		\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$610,461.96
Education Program	119,390.93		\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$119,390.93
Technology Totals	39,734.00		\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$39,734.00
Capital Outlay Totals	12,375.00		\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$12,375.00
Board of Directors	20,100.00		\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$20,100.00
Facilities	231,000.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$231,000.00
Transportation	\$58,500.00		\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$58,500.00
Nutrition	6,000.00		\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$6,000.00
Other	8,640.00		\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$8,640.00
Total Expenditures	\$1,161,698.43	\$19,250.00	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$1,106,201.89
Cash Flow														
Operational Cash Flow		\$243,812.69	\$186,861.42	(\$98,813.81)	(\$98,813.81)	\$15,456.28	(\$98,813.81)	(\$98,813.81)	\$144,197.05	(\$98,813.81)	(\$98,813.81)	\$163,615.91	(\$98,813.81)	\$62,246.69
Cash on Hand	\$0.00	-	\$243,812.69	\$430,674.11	\$331,860.30	\$233,046.49	\$248,502.78	\$149,688.97	\$50,875.16	\$195,072.21	\$96,258.40	(\$2,555.40)	\$161,060.50	
Cash End of Period		\$243,812.69	\$430,674.11	\$331,860.30	\$233,046.49	\$248,502.78	\$149,688.97	\$50,875.16	\$195,072.21	\$96,258.40	(\$2,555.40)	\$161,060.50	\$62,246.69	\$62,246.69

New Charter Petition Facility Option 1

Location Address	22511 West Cherry Lane, Meridian, Idaho, 8364283642					
Facility Information	Anticipate Move-In Date	8/1/2020	Facility Type	Existing Building Remodel	Facility Status	Possible (research in progress)
Budget Location	Please indicate if this option is reflected as an expenditure in the budget template. Note: A facility option may be true for only your first year with a different option in subsequent years, or a scaled-down option may be presented in the break-even budget only. Sometimes a facility option is presented as evidence that the petitioners have explored multiple facilities, but only one plan is reflected in the budget.				Year 1-3 Budgets	
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:	Compass Charter School				
	Physical Address of Home Office:	22511 West Cherry Lane, Meridian, Idaho, 8364283642				
	Website Address:	www.compasscharter.org/				
	Company Contact:					
	Company Contact Phone Number:					

Additional Information - Facility Option 1

Please include any information pertinent to Facility Option 1 that is not already included in Section II (Finance and Facilities Plan) of the petition. Include attachments referenced here or throughout the petition in Attachment F. Links in the final PDF are appreciated.

We do not anticipate much need to for remodeling or fixing of the facility. Facility is set up to run a school already.

Facility Option 1 - Details

Please describe the costs involved with this option and the structure of any arrangements the school has made (or intends to make) in order to secure and sustain this facility option. Adjust descriptions and add columns as necessary.

Description of Start-Up Costs	Cost Estimate (Refer to appropriate documentation in Attachments)	Responsible Party (Board or Name of Contractor)
Land purchase (if applicable)		
Land development (include grading, utilities, etc.)		
Parking, curb, lighting (if applicable)		
Permits and applicable studies (as applicable)		
Delivery and set up of modular units (if applicable)		
Remodel estimate (if applicable)		
Other		
Total One-Time Costs		
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment	\$4,500,000.00 (Listing price))	
Lease term		
Interest rate		
Rate escalator (if applicable, please describe)		
In which operating year does the school intend to purchase (if option to purchase is applicable)		
Capitalization rate at purchase (if applicable)		
Other		
<p>Please include any additional narrative here. The purchase prices also includes all FF&E equipment wherein the school would only need to purchase a limited amount of furniture and equipment upon moving in.</p>		

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New Charter Petition Facility Option 2

Location Address	1830 N. Linder Road, Meridian, 836463646					
Facility Information	Anticipate Move-In Date	8/1/2020	Facility Type	Existing Building Remodel	Facility Status	Possible (research in progress)
Budget Location	Please indicate if this option is reflected in the Budget Template (Attachment A1-A4)			Year 1-3 Budgets		
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:		Legacy Life Church			
	Physical Address of Home Office:		1830 N. Linder Road, Meridian, 836463646			
	Website Address:		http://ll.church//			
	Company Contact:					
	Company Contact Phone Number:					

Additional Information - Facility Option 2

Please include any information pertinent to Facility Option 2 that is not already included in Section II (Finance and Facilities Plan) of the petition. Include attachments referenced here or throughout the petition in Attachment F. Links in the final PDF are appreciated.

We do not anticipate much need to for remodeling or fixing of the facility. Facility is set up to run a school already.

Facility Option 2 - Details

Please describe the costs involved with this option and the structure of any arrangements the school has made (or intends to make) in order to secure and sustain this facility option. Adjust descriptions and add columns as necessary.

Description of Start-Up Costs	Cost Estimate (Refer to appropriate documentation in Attachments)	Responsible Party (Board or Name of Contractor)
Land purchase (if applicable)		
Land development (include grading, utilities, etc.)		
Parking, curb, lighting (if applicable)		
Permits and applicable studies (as applicable)		
Delivery and set up of modular units (if applicable)		
Remodel estimate (if applicable)		
Other		
Total One-Time Costs		
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment	\$650 per student	
Lease term	1 year, then year to year	
Interest rate		
Rate escalator (if applicable, please describe)	3%	
In which operating year does the school intend to purchase (if option to purchase is applicable)		
Capitalization rate at purchase (if applicable)		
Other		

Please include any additional narrative here.

Legacy Life Church has classrooms that can be used by the school during the week. We have approached them about the possibility of housing the school, but are in the beginning process. We are approaching this to be a temporary facility while we search for a location to build a permanent site nearby.



0003546201



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ARTICLES OF INCORPORATION (NONPROFIT)

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$30.00 - Make Checks Payable to Secretary of State

For Office Use Only

-FILED-

File #: 0003546201

Date Filed: 6/19/2019 4:46:44 PM

Articles of Incorporation (Nonprofit)	
Standard or Expedited Service (select one)	Expedited (+\$20; filing fee \$50)
Article 1: Corporation Name	
Entity name	Doral Academy of Idaho, Inc.
Article 2: Effective Date	
The corporation shall be effective	when filed with the Secretary of State.
Article 3: Purpose	
The purpose for which the corporation is organized is:	Educational
Article 4: Voting Members:	
The corporation	does not have voting members.
Article 5: Asset Distribution on Dissolution	
Upon dissolution the assets shall be distributed:	other asset distribution:
<p>Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. If, at any time and for any reason, the School's charter is revoked or the School is dissolved, all assets of the School, after satisfaction of all outstanding claims by creditors, shall be disposed of to the State of Idaho or the sponsor to dispose of according to applicable laws and appropriate regulations.</p>	
Article 6: IRS Designation	
Is this nonprofit a 501(c)3?	Yes
501(c)3 purpose for which the corporation is organized:	The purpose and mission of the Corporation is to provide a high quality education to children from Kindergarten (K) to Twelfth (12th) grade and shall be operated exclusively for educational objectives and purposes. Additionally, the purpose of the Corporation is to engage in any lawful act or activity for which nonprofit corporations may be organized under the laws of the State of Idaho, as they may be amended from time to time. Within the framework and limitations of the foregoing, the School is organized exclusively for one or more of the purposes as contemplated and specified in Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code
Article 7: The mailing address of the corporation shall be:	
Mailing Address	6630 SURREY ST LAS VEGAS, NV 89119-3928
Article 8: Registered Agent Name and Address	
Registered Agent	<p>INCORP SERVICES, INC. Commercial Registered Agent</p> <p>Physical Address 1310 S VISTA AVE STE 27 BOISE, ID 83705</p> <p>Mailing Address 1310 S VISTA AVE STE 27 KAROLYN KNIGHT BOISE, ID 83705</p>

B0283-5952 06/19/2019 4:48 PM Received by ID Secretary of State Lawrence Denney



Article 9: Incorporator Name(s) and Address(es)

Name	Address
Michael Muehle	6630 SURREY ST LAS VEGAS, NV 89119

Article 10: Director Name(s) and Address(es)

Name	Title	Director Address
Carolyn Baird	Director	2045 W. VERONA DR. MERIDIAN, ID 83646
Jennifer St. John	Director	1180 S. WILD PHLOX WAY BOISE, ID 83709
Krystine Archer	Director	2239 W. PIAZZA ST. MERIDIAN, ID 83646
Joseph Mortensen	Director	2129 W. ASTONTE ST. MERIDIAN, ID 83646
Lisa Mortensen	Director	2129 W. ASTONTE MERIDIAN, ID 83646
Miquelle Crosland	Director	2217 W. WINDCHIME DR. MERIDIAN, ID 83646
Jade Millington	Director	2134 W. VERONA DR. MERIDIAN, ID 83646

The Articles of Incorporation must be signed by at least one Incorporator.

Michael Muehle _____ 06/19/2019 _____
 Michael Muehle Date

BYLAWS OF
DORAL ACADEMY OF IDAHO

ARTICLE I
INTRODUCTION AND LEGAL STATUS

Section 1. Name, Location and Address. The name of the charter school is DORAL ACADEMY OF IDAHO (the “School”). The School, is located in Boise, Idaho. The address is _____.

Section 2. Legal Status. The School is a charter school pursuant to Idaho’s Public Charter Schools Act. The School will be organized as a nonprofit corporation under the Idaho nonprofit corporation act. The Governing Board of the School is an independent body under the authorization of Idaho Public Charter School Commission. The Governing Board will also be the Board of Directors of the nonprofit corporation. The Governing Board (or the “Board”) plans and directs all aspects of the School’s operations.

Section 3. Statutes. The School shall operate in accordance with Idaho Statutes, Chapter 52, and all other applicable Idaho laws and regulations.

ARTICLE II
PURPOSE AND MISSION

Section 1. Purpose and Mission. Through arts integration, individual student focus, and rigorous academics, the School will place all students on a path for success at the college and career level. The School seeks to improve our community by creating students who think critically and analytically, are confident decision makers, utilize problem-solving skills, work collaboratively, and are imaginative and creative thinkers. We are committed to equipping students with the skills and personal growth necessary to be successful scholars throughout life.

Additionally, the School is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, 1986, or the corresponding provision of any future federal law.

Section 2. Non-Discrimination. The School shall not discriminate on the basis race, color, religion, age, sex, national origin, marital status, disability, or other reason prohibited by law in hiring or other employment practices. Further, the School shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies on the basis of basis of race, color, religion, age, sex, national origin, marital status, disability, or other reason prohibited by law. The School shall conduct all of its activities in accordance with all applicable local, state and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of the charter public schools in the State of Idaho.

ARTICLE III
GOVERNING BODY

Section 1. Powers and Duties. The business, affairs, and property of the School shall be managed by the Board. Without limiting the general powers conferred by these Bylaws and provided by law, the Board shall have, in addition to such powers, the following powers:

- (a) Perform any and all duties imposed on the Board collectively or individually by law or by these Bylaws;
- (b) To make and change policies, rules and regulations not inconsistent with law, or with these Bylaws, for the management and control of the School and its affairs, and of its employees, and agents; to lease, purchase, or otherwise acquire, in any lawful manner, for and in the name of the School, any and all real and personal property, rights, or privileges deemed necessary or convenient for the conduct of the School's purpose and mission.
- (c) To develop an annual School schedule of events and activities;
- (d) Establish and approve all major educational and operational policies;
- (e) To enter into agreements and contracts with individuals, groups of individuals, corporations, or governments for any lawful purpose;
- (f) To hire, supervise and direct an individual who will be responsible for the day-to-day operations of the School;
- (g) To develop and approve the annual budget and financial plan which shall be monitored and adjusted as necessary throughout the year;
- (h) To submit a final budget pursuant to statute and regulation;
- (i) To cause to be kept a complete record of all the minutes, acts and proceedings of the Board;
- (j) To cause an annual inspection or audit of the accounts of the School, as well as any other audits required by law, to be made by an accountant to be selected by the Board, showing in reasonable detail all of the assets, liabilities, revenues and expenses of the School and its financial condition.
- (k) To ensure ongoing evaluation of the School and provide public accountability;
- (l) To uphold and enforce all laws related to charter school operations;
- (m) To improve and further develop the School;
- (n) To strive for a diverse student population, reflective of the community;
- (o) To ensure adequate funding for operation;
- (p) Solicit and receive grants and other funding consistent with the mission of the School with the objective of raising operating and capital funds;
- (q) Carry out such other duties as required or described in the School's charter.

Section 2. Prohibited Purposes and Powers. Notwithstanding the foregoing statement of purposes and powers, the School shall have and exercise only such powers and engage in only such activities as are contemplated and permitted to be carried on by a corporation exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) thereunder and by a corporation described in and contributions to which are deductible for federal income tax purposes under Section 170(c)(2) of the Internal Revenue Code.

Section 3. Prohibited Acts. The School shall not, incidentally or otherwise, afford or pay any pecuniary gain, dividends, or other pecuniary remuneration to any director or officer of the School or any other private person, and no part of the net income or net earnings of the School shall directly or indirectly, be distributable to or otherwise inure to the benefit of any private person; provided, however, that the School may pay reasonable compensation for services rendered to or for the benefit of the School by any individual or entity as approved by the Board. The School shall not carry on propaganda or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code. The School shall not participate in nor intervene in (including, without limitation, the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 4. Formation. The founding committee to form the school will become the first Governing Board of the School as set forth in the Application for a Charter School Contract submitted to the Authorizer (the “Charter Application”). The election of all new Board Members to fill vacancies on the Board, both at the initial Board meeting and at all future meetings where elections take place, shall include candidates whose election to the Board will maintain compliance with these Bylaws and all applicable statutes and regulations.

Section 5. Number; Qualifications. The Board shall be composed of no fewer than five (5) and no more than seven (9) Directors, as set or adjusted by amendment of these Bylaws. If, for any reason, the number of Directors should drop below five (5) for more than ninety (90) days, the only action that may be taken by the Board is for election of Directors in accordance with Section 6.

The Board shall seek to maintain a membership which is representative of the community served and possesses the breadth of knowledge and experience to effectively support and direct the operation of the School.

All Directors shall be devoted to the purpose and mission of the School and shall represent the interests of the community.

Section 6. Election; Tenure. A vacancy on the Governing Board shall be filled by majority vote of the remaining members of the Governing Board of Directors after a review of submitted nominees. It is incumbent upon the Directors to fill any vacancies as soon as practicable. The nomination of new directors is the responsibility primarily of existing Directors; to assist in identifying the best qualified candidates, the Board shall advertise a vacancy on the School’s website and through direct communication to the parents of enrolled students.

A standard term shall consist of five (5) years. Directors may serve on the Board a maximum of two terms.

1. Founding Directors: Terms of the Founding Directors shall be staggered so that no more than 1/2 of the Board shall be up for election in any one year, unless a vacancy(ies) needs to be filled. To initially stagger the terms for the founding board, two Directors will serve three-year terms, two Directors will serve four-year terms, and the remaining three Directors will serve the usual five-year term. Those Founding Directors who will serve the three, four, and five year terms will be determined by lottery at the first official board meeting upon receipt of the charter. For purposes of determining term limits, Founding Director's terms shall not begin until January 1 of the initial school year in which they became the Board of Directors as indicated in Article III Section 6.
2. New Directors: New Directors are eligible to serve two (2) consecutive standard terms, unless, by doing so, more than half the Board would be up for election in any one year. In this case, the new Director will be given either a three or four-year initial term, which ever term would prevent more than half of the Board being up for election in one year. New Directors will begin serving on the Board immediately following their election to the Board. For the purpose of determining term limits, the New Director's initial term will begin on January 1 of the school year in which they were elected.

Section 7. Training. The Board shall develop an orientation and training program for new Directors and an annual continuing program for existing Directors. Directors will avail themselves of charter school conferences that offer workshops on governance, financial oversight, budget, academic accountability, among others.

Section 8. Removal. Any Director may be removed by the Member or the affirmative vote of two-thirds (2/3) of the Directors then in office, excluding the Director at issue, whenever in their judgment such removal would serve the best interests of School.

Section 9. Resignation. Any Director may resign at any time by delivering a written resignation to the Chairperson. A resignation by a Director shall be effective upon receipt by the Chairperson of a written communication of such resignation.

Section 10. Vacancies. Any vacancy occurring in the Board may be filled in accordance with Section 6 of this Article. A Director elected to fill a vacancy resulting from death shall be elected for the unexpired term of such person's predecessor in office and shall hold such office until such person's successor is duly elected and qualified. Any Director elected to fill a vacancy resulting from removal or resignation shall be elected for a new term.

Section 11. Conflict of Interest and Code of Ethics. The Board shall follow the attached Conflict of Interest Policy and Code of Ethics.

Section 12. Annual Meeting. The annual meeting of the Board shall be held at the School in January or February of each year as the Board may determine. The annual meeting shall take the place of the regularly scheduled meeting. Written notice stating the place, day, and hour of the meeting shall be given to each member of the Board at least five (5) calendar days prior to the date fixed for the annual meeting. Notice of the meeting must also be provided in accordance with Idaho Open Meeting Law. A copy of the agenda will be posted at least forty-eight (48) hours prior to the

start of the meeting. The annual meeting shall be for the purpose of electing officers and acknowledging election of new Directors and for the transaction of such business as may come before the meeting.

Section 13. Regular and Special Meetings. The Board shall establish a regular day and place for regular meetings that shall occur no less frequently than once per quarter and shall be held in the county in which the School is located. Special meetings of the Board may be called at any time by the Chairperson or by a majority of the Board. Special meetings shall be held at such time and place as may be designated by the authority calling such meeting. Notice of the meeting must be provided in accordance with Idaho Open Meeting Law. Notice of the time and place of every regular or special meeting shall be given to each member of the Board at least five (5) calendar days before the date fixed for the meeting and to all those individuals who request notice of relevant meetings. For regular meetings, a copy of the agenda will be posted at least forty-eight (48) hours prior to the start of the meeting. For special meetings, a copy of the agenda will be posted at least twenty-four (24) hours prior to the start of the meeting. The purpose of any regular or special meeting must be specified in the notice of such meeting. Meetings shall be audio recorded. Minutes of each Board meeting shall be taken and shall be approved by the Board. Said minutes shall be kept at the School and will be made available to the public in accordance with applicable law.

Section 14. Agenda. An agenda must be produced for each regularly scheduled Board meeting in order to provide effective and efficient meeting practice. In addition to previously requested agenda items, any Director may provide additional agenda items for the following meeting by providing, via e-mail, fax or regular mail, the School's supervising employee or administrator the request, noting its appropriate place on the normal agenda format, and a realistic time requirement for such item. Such requests must be received at least 24 hours prior to the posting deadline pursuant to Idaho Open Meeting Law. A copy of the agenda will be posted at least forty-eight (48) hours prior to the start of the meeting.

Section 15. Executive Sessions. "Executive session" means any meeting or part of a meeting which is closed to any persons for deliberation on certain matters. An executive session may be held by the Directors of the Corporation for any of the reasons specified in Title 74, Chapter 2, Idaho Code. All persons except Directors may be excluded from such executive sessions at the discretion of the Chairperson. Following such meetings, an officer shall provide a general description of the matters discussed to be provided as the minutes of said closed session. No action may be taken in an executive session.

Section 16. Protocol. The Board shall use Robert's Rules of Order, unless stated otherwise herein. If a Director is unable to attend a Board meeting, the Director shall contact the Chairperson, Administrator or designated supervising employee prior to the meeting.

Section 17. Public Comment. Time shall be set aside at each Board and committee meeting for public comment. After the speaker identifies his or her name and affiliations, public comment shall be permitted as stated on the Agenda and limited as determined by the Chairperson.

Section 18. Quorum; Voting; No Proxy Voting. A quorum at all meetings of the Board shall consist of a majority of the number of Directors then in office. In the event that Directors who are present at a meeting are related (spouse, sibling, son, daughter, grandchild, cousin, uncle, aunt) there must be a majority of non-related board members present. Except as provided specifically to the contrary by these Bylaws, the act of a majority of the Directors in office at a meeting at which a

quorum is present shall be the act of the Board. Proxy voting is not permitted.

Section 19. Participation by Telephone. To the extent permitted by law, any member of the Board or committee thereof may participate in a meeting of such Board or committee by means of a conference telephone network or similar communications method by which all persons participating in the meeting can hear each other, and participation in such a fashion shall constitute presence in person at such meeting.

Section 20. Compensation. No member of the Board shall receive any compensation for serving in such office. The School may reimburse any member of the Board for reasonable expenses incurred in connection with service on the Board. Any such reasonable expenses that are not reimbursed by the School shall be construed as a gift to the School.

Section 21. Committees. The Board may designate from among its members, by resolution adopted by a majority of the entire Board, an Academic Committee, a Governance Committee, a Financial Committee, and one or more other committees, each of which shall consist of at least one Director and which shall have and may exercise such authority in the management of the School as shall be provided in such resolution or in these Bylaws. The Board shall not be permitted to delegate their power to contract nor their budget making authority. Any delegated activity or decision making authority may be unilaterally revoked at any time. All committee meetings shall be conducted in accordance with Idaho Open Meeting Law.

1. Academic Committee: The Academic Committee shall consist of at least one Director, the School Principal/Administrator, at least one licensed teacher employed by the School, and at least one parent of an enrolled child. The Academic Committee shall meet at least two (2) times per school year. The purpose of the Academic Committee shall be to review school data, ensure academic expectations and goals are being met, and provide insight into instructional activities that meet the specific needs of the students.

2. Governance Committee: The Governance Committee shall consist of at least two Directors, one of whom shall be an elected Officer of the Board. The Governance Committee shall meet at least two (2) times per school year. The purpose of the Governance Committee shall be to plan and develop Director orientation and training and ensure Board operations and policies are updated and compliant with State law.

3. Financial Committee: The Financial Committee shall consist of at least two Directors, one of whom shall be the Board's Treasurer, and the School Principal/Administrator. The Financial Committee shall meet at least two (2) times per school year. The purpose of the Financial Committee shall be to prepare annual budgets for full Board review and approval, coordinate the Annual Audit, and develop long-term financial goals and plans for full Board consideration.

ARTICLE IV OFFICERS

Section 1. Number. The officers of the School shall include a Chairperson, Vice-Chair, Secretary, Treasurer, and such other officers as the Board shall deem necessary to elect.

Section 2. Election and Term of Office. The Board shall elect and appoint all officers of the

School at the annual meeting of the Board, which officers shall be installed in office at such annual meeting to serve for terms of one (1) year and until their successors have been duly elected and qualified. Board Officers may serve no more than three (3) consecutive one-year terms in any office. Should there be more than one (1) nominee for a vacancy, the nominee receiving the greatest number of votes shall be declared elected and shall be installed in office at the annual meeting.

Section 3. Removal of Officers. Any Board Officer may be removed, either with or without cause, by a two-thirds (2/3) majority of the Directors then in office at any regular or special meeting of the Board.

Section 4. Chairperson. The Chairperson shall preside at all meetings of the Board. The Chairperson shall possess the power to sign all certificates, contracts or other instruments of the School which are approved by the Board. The Chairperson shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

Section 5. Vice-Chair. In the absence of the Chairperson or in the event of the Chairperson's disability, inability or refusal to act, the Vice-Chair shall perform all of the duties of the Chairperson and in so acting, shall have all of the powers of the Chairperson. The Vice-Chair shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or by the Chairperson.

Section 6. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board may order of all meetings of the Board with the time and place of holding, whether regular or special and if special, how authorized, the notice thereof given, the name or names of those present at the Board meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all the meetings of the Board required by these Bylaws or by law to be given and perform such other duties as may be prescribed by the Board from time to time. The Secretary shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

Section 7. Treasurer. The Treasurer shall have oversight responsibility and shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the School, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall be charged with safeguarding the assets of School and he or she shall sign financial documents on behalf of the School in accordance with the established policies of the School. He or she shall have such other powers and perform such other duties as may be prescribed by the Board from time to time.

Section 8. Vacancies. A vacancy in any office, held by an officer, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board by majority vote for the unexpired portion of the term.

**ARTICLE V
STAFF**

The Board may appoint one employee to function as the administrator of the School (the "Administrator"). Such person may be delegated the authority to act in the absence of a specified policy provided that such action is consistent with the purpose and objectives of the Board and the

School. Such person shall administer the School in accordance with Board direction and generally accepted educational practice.

**ARTICLE VI
CONTRACTS, LOANS, AND DEPOSITS**

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the School, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted for or on behalf of the School and no evidence of indebtedness shall be issued in the name of the School unless authorized by a resolution of the Board. Such authority shall be confined to specific instances. No loan shall be made to any officer or Director of the School.

Section 3. Checks, Drafts, and Notes. All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the School shall be signed by such officer or officers, or agents of the School and in such manner as shall be determined by the Board. The Chairperson and Administrator are authorized and required to sign all checks over the amount of \$25,000.

Section 4. Deposits. All funds of the School not otherwise employed shall be deposited to the credit of the School in such banks, trust companies, or other custodians as the Board may select.

Section 5. Gifts. The Board may accept on behalf of the School any contribution, gift, bequest or devise for the general purposes or any special purpose of the School.

Section 6. Fiscal Year. The fiscal year of the School shall begin on July 1 and end on June 30.

**ARTICLE VII
PROPERTY**

The property of the School shall be held and applied in promoting the general purposes of the School declared in these Bylaws. No property, including real estate, belonging to the School shall be conveyed or encumbered except by authority of a majority vote of the Board. Any such conveyance or encumbrance shall be executed by the Chairperson in the name of the School, and such instrument shall be duly approved by the Secretary or Treasurer of the Board.

**ARTICLE VIII
INDEMNIFICATION AND LIMITATION OF LIABILITY**

Section 1. Indemnification. To the greatest extent permitted by law, the Board may authorize the School to pay or cause to be paid by insurance or otherwise, any judgment or fine rendered or levied against a present or former Director, officer, employee, or agent of the School in an action brought against such person to impose a liability or penalty for an act or omission alleged to have been committed by such person while a Director, officer, employee, or agent of the School, provided that the Board shall determine in good faith that such person acted in good faith and without willful misconduct or gross negligence for a purpose which he reasonably believed to be in the best interest

of the School. Payments authorized hereunder include amounts paid and expenses incurred in satisfaction of any liability or penalty or in settling any action or threatened action.

Section 2. Limitation of Liability. To the greatest extent permitted by law, no Director, officer or Member of the School will be personally liable for monetary damages for or arising out of a breach of fiduciary duty as a director, officer or trustee notwithstanding any provision of law imposing such liability; provided, however, that the foregoing will not eliminate or limit the liability of a Director or officer to the extent that such liability is imposed by applicable law for: (a) a breach of the Director's duty of loyalty to the School, (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (c) any transaction from which the Director or officer derived an improper personal benefit. The Directors and officers will not be personally liable for any debt, liability or obligation of the School. All persons extending credit to, contracting with or having any claim against the School may look only to the funds and property of the School for the payment of any such contract or claim, for any money that may otherwise become due or payable to them from the School.

ARTICLE IX AMENDMENTS

These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Board by an affirmative vote of two-thirds (2/3) of all the Directors then in office at any meeting of the Board, provided that the full text of the proposed amendment, alteration, or repeal shall have been delivered to each Director at least five (5) days prior to the meeting.

ARTICLE X DISSOLUTION

If, at any time and for any reason, the School's charter is revoked or the School is dissolved, all assets of the School, ~~after satisfaction of all outstanding claims by creditors, shall be distributed and delivered to such persons as required by the law and regulations of the State of Idaho and in accordance with the corporation's Articles of Incorporation.~~ in accordance with Idaho Official Code §33-5212.

ARTICLE XI PURPOSE OF THE BYLAWS

These Bylaws are adopted for the sole purpose of facilitating the discharge, in an orderly manner, of the purposes of the School. These Bylaws shall never be construed in any such way as to impair the efficient operation of the School.

CERTIFICATION

I hereby certify that I am the duly elected and acting Secretary of the School, and that the foregoing Bylaws constitute the Bylaws of the School, as duly adopted by unanimous vote of the Board of Directors effective as of _____, _____.

_____, Secretary

DORAL ACADEMY OF IDAHO
Conflict of Interest Policy and Code of Ethics

For Directors and Officers and Members of a Committee with Board Delegated Powers

Article I – Purpose

1. The purpose of this conflict of interest policy is to protect DORAL ACADEMY OF IDAHO (“DORAL”) and its interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer or director of DORAL or might result in a possible excess benefit transaction, as that concept is defined in the Internal Revenue Code and related regulations.
2. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.
3. This policy is also intended to identify “independent” directors.

Article II – Definitions

1. Interested person – Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial interest – A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which DORAL has a transaction or arrangement,
 - b. A compensation arrangement with DORAL or with any entity or individual with which DORAL has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which DORAL is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Board decides that a conflict of interest exists, in accordance with this policy.

3. Independent Director – A director shall be considered “independent” for the purposes of this policy if he or she is “independent” as defined in the instructions for the IRS Form 990 or, until such definition is available, the director:
 - a. Is not, and has not been for a period of at least three years, an employee of DORAL or any entity in which DORAL has a financial interest;
 - b. Does not directly or indirectly have a significant business relationship with DORAL which might affect independence indecision-making;
 - c. Is not employed as an executive of another corporation where any of DORAL’s

executive officers or employees serve on that corporation's compensation committee; and,
d. Does not have an immediate family member who is an executive officer or employee of DORAL or who holds a position that has a significant financial relationship with DORAL.

Article III – Procedures

1. **Duty to Disclose** – In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board of Directors.
2. **Recusal of Self** – Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.
3. **Determining Whether a Conflict of Interest Exists** – After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.
4. **Procedures for Addressing the Conflict of Interest**
 - a. An interested person may make a presentation at the Board of Directors meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the Board of Directors shall determine whether DORAL can obtain with reasonable efforts a more advantageous us transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Directors shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in DORAL's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
5. **Violations of the Conflicts of Interest Policy**
 - a. If the Board of Directors has reasonable causes to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board of Directors determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV – Records of Proceedings

The minutes of the Board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, and a record of any votes taken in connection with proceedings.

Article V – Compensation

- ~~a. A voting member of the Board who receives compensation, directly or indirectly, from DORAL for services is precluded from voting on matters pertaining to that member's compensation.~~
- ~~b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from DORAL for services is precluded from voting on matters pertaining to that member's compensation.~~
- ~~e. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from DORAL, either individually or collectively, is prohibited from providing information to any committee regarding compensation.~~ Board Members shall not receive compensation from DORAL.

Article VI – Annual Statements

1. Each director, principal officer and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:
 - a. Has received a copy of the conflict of interest policy,
 - b. Has read and understands the policy,
 - c. Has agreed to comply with the policy, and
 - d. Understands DORAL is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
2. Each voting member of the Board of Directors shall annually sign a statement which declares whether such person is an independent director.
3. If at any time during the year, the information in the annual statement changes materially, the director shall disclose such changes and revise the annual disclosure form.
4. The Board of Directors shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.

Article VII – Periodic Reviews

To ensure DORAL operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The

periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information (if reasonably available), and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to DORAL's written policies, are properly recorded, reflect reasonable investment or payments for good and services, further charitable purposes and do not result in inurement or impermissible private benefit or in an excess benefit transaction.

Article VIII – Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, DORAL may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Article IX – Code of Ethics

Directors, officers and members of committees with Board delegated authority shall act in an ethical, business like and lawful manner, including proper use of authority and appropriate decorum when acting in their official capacity. Directors shall exercise reasonable care, good faith and due diligence in governing and managing the affairs of DORAL.

They will not attempt to exercise individual authority over DORAL. Interaction with the administrator and staff must recognize the lack of authority vested in individual directors, officers and members of committees, except when explicitly authorized by the Board of Directors. Except when deliberating during Board of Directors meetings, individuals will not express individual judgements of performance of the administrator or staff.

Directors, officers and members of committees with Board delegated authority shall respect the confidentiality of sensitive information known to them and used for purposes of governance and management, and respect that the obligation to maintain confidentiality extends indefinitely beyond the term in office.

Directors shall be properly prepared for Board deliberation and support the legitimacy and authority of the final determination of the Board on any matter without regard to the individual's personal position on the issue.

CAROLYN BAIRD, CPA

2045 W. Verona Drive , Meridian, ID 83646 || C: 208-283-5086 | carolynbaird@reagan.com

Summary

Flexible CPA with past experience in both 'Big 4' public and private accounting sectors. Main areas of experience: IT audit, expatriate/foreign national/high net worth individual income tax preparation, and internal company functions including fixed asset management and consolidated financials.

Competencies

- Tax Compliance & Advisory
- Assistant Controller
- IT Audit
- Detail focused
- Analytical reasoning/writing
- Team player/excellent communicator

Experience

CPA/Realtor

Dec 2005 - present

Carolyn Baird, CPA - Meridian, ID

- Sole proprietor. [Utilizing ProSeries tax software, Quickbooks, & WAVE cloud-based]
- Prepared income tax returns for individual clients - as well as several partnership/corporate returns. Managed 401k plan/5500 filing for private practice dental clinic.
- Assisted clients with business/tax planning, cash flow analysis, profit and loss statements, tax estimates, amended returns, and tax resolution solutions (won \$25K penalty appeal case).
- Actively working with private investors and clients who are in the market listing/buying land and other properties through various realty brokerages.

Assistant Controller

Jul 2003 to Dec 2005

ChemTreat Incorporated - Glen Allen, VA

- Prepared all monthly and quarterly consolidated financial statements.
- Maintained \$23M fixed assets using Best Software's FAS.
- Managed all cost activity going into projects in progress.
- Managed daily cash flow, credit lines, letters of credit.
- Prepared and maintained all capital lease amortization schedules; setup all operating leases.
- Oversaw daily AP and AR functions.
- Worked directly with in-house auditors for year-end close and final issuance of financials.

Tax Compliance Specialist

Oct 2001 to Jul 2003

Ernst & Young, LLP - Richmond, VA

- Compliance services: prepared expatriate and inpatriate individual tax returns for various clients (mainly law firms). [Utilized Go System RS tax software]
- Advisory services: consulting for expatriate individuals pre & post foreign assignment.
- Analyzed compensation packages with foreign allowances.
- Prepared tax equalizations and tax protections.
- Foreign tax law research.
- Limited general business involvement.

Tax Compliance Specialist

Oct 2000 to Sep 2001

Ernst & Young, LLP - Salt Lake City, UT

- Compliance services: prepared expatriate and inpatriate individual tax returns for

- various clients (mainly law firms).
- Advisory services: consulting for expatriate individuals pre & post foreign assignment.
- Analyzed compensation packages with foreign allowances.
- Prepared tax equalizations and tax protections.
- Foreign tax law research.
- Limited general business involvement.

IT Audit Senior

May 2000 to Sep 2000

JeffersonWells International - Mcclean, V A

- Organized a complex, multi-platform software compliance audit for an expanding web-hosting company. Responsibilities included day-to-day management of our on-site auditing team; identification of the client's software license non-compliance, management and control weaknesses; and a detailed cost analysis of future obligations.

IT Audit Senior

Sep 1999 to Feb 2000

Ernst & Young, LLP - Vienna, V A

- Participated in the development of several e-Commerce projects for Coral Capital Ltd. (e.g. Privacy Statements, Cyber Process Certification and comparison of enacted Privacy legislation).
- Designed a beta e-Commerce intranet site for Ernst & Young's Cyber Process Certification Services.
- Performed General Computer Control Reviews (GCCR's) for local clients.
- Prepared opening documentation for HCFA's Blue Cross/Blue Shield SAS 70 (Type II).
- Completed financial audit involvement (SAS 65) for the NASD (regulatory parent of the NASDAQ).

IT Audit Staff

Jan 1999 to Aug 1999

Ernst & Young, LLP - Salt Lake City, UT

- Worked on several Y2K assessment projects for computer hardware manufacturers and software development companies (e.g. Novell, Iomega).
- Conducted GCCR's for various HMO's and pharmaceutical companies (e.g. Beneficial Life Insurance Company, Zevex International, Altius Health Plans).
- Performed compliance audits for Novell's Corporate Licensing Agreement (CLA).
- Participated in SAS 70 engagements (Type I and Type II) for financial processing companies.

IT Audit Intern

Jun 1998 to Aug 1998

Ernst & Young, LLP - San Francisco, CA

- Assisted in compliance audits for healthcare, retail, and financial service clients under Novell's Master Licensing Agreement (MLA).
- Completed AS/400 review for the local Bank of America.
- Completed self-training ACL materials.

Education

Bachelor of Science, Accounting & Information Systems

1998

Brigham Young University - Provo, UT, USA

- Marriott School of Management (School of Accountancy and Information Systems) [Cumulative GPA: 3.87]

Affiliations

- Certified Public Accountant (#CP-4499) Idaho State Board of Accountancy
 - Active Licensed Realtor (#SP-33063) & Licensed Practical Nurse (#PN-15653) through Idaho state boards
- Doral Academy of Idaho
- Appendix C - Board of Directors & Petitioning Group

JADE B. MILLINGTON
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702-575-0662 • jade.millington@gmail.com

SENIOR FINANCE EXECUTIVE

Executive with 18 years of hands-on experience in progressive financial management. Demonstrated success driving profits and processes with systems, people, and procedures. Diligent problem solver. Comfortable and capable speaking with lenders, investors, boards, and employees at any level. Consistent history propelling and guiding company-wide improvements across multiple functions.

Corporate Financial Management • Strategic Financial Planning • Budgeting/Forecasting
Problem Solving • Capital Structure • Reporting & Analytics • Team Development

PROFESSIONAL EXPERIENCE

ADVANCEDCFO, Boise, ID

2017 – Present

Leading outsourced CFO firm specializing in the management of entire financial funnel – from basic bookkeeping, financial reporting, and assistance in raising multiple rounds of funding, to guiding financial decisions that support your long-term growth objectives. Includes everything from accounting to making financial decisions for the future and providing funding.

Consultant Chief Financial Officer

Provide CFO-level corporate financial consulting services to business in a wide range of industries, including agriculture, software development, green energy, packaged consumer goods, health and beauty, consumer retail, and bio-medical. Companies served range in size from early start up to \$50 MM enterprises.

SILVERBACK LEARNING SOLUTIONS, Boise, ID

2014 – Present

Provider of Cloud-based enterprise software to the K-12 education market focused on driving student achievement by providing innovative tools to administrators, teachers, students and parents.

Chief Financial Officer

Key member of management team, responsible for all aspects of corporate finance, legal and HR. Play crucial role in strategy and execution. Manage investor and lender relationships.

Revenue and Profit Growth:

- Year over year revenue increase of 40%.
- EBITDA improvement of twice the revenue growth.

Major Contributions:

- Drove process of reducing monthly burn by 50% in six months.
- Inspire company personnel to take ownership, to act quickly and bravely in resolving issues.
- Successfully deconstruct personnel and department silos, resulting in improved communication and higher customer satisfaction levels.
- Re-vamp client agreements adding new revenue opportunities with each new client.
- Create intentional culture with increasing levels of accountability.

CHSI TECHNOLOGIES, Las Vegas, NV

2012 – 2014

A provider of Cloud-based enterprise software to the workers' compensation insurance industry with a suite of policy administration management solutions for an industry segment largely ignored by technology.

Chief Financial Officer

Key member of management team. Responsible for all aspects of finance, strategy, execution. Accounting for multi-year implementation projects. Service revenues and subscription-based revenues.

Revenue and Profit Growth:

- Created and implemented program measuring profitability by product line and customer resulting in immediate operating improvements.
- Direct management of Controller and accounting staff; review and presentation of financials.
- Negotiated new contracts with key customers resulting in revenue increase of 25% with higher satisfaction ratings.
- Negotiated with vendors for better agreements saving thousands per month.
- Executed cost savings reducing SG&A by \$150,000 per month while ensuring the development team produced the same amount of code with far fewer defects.

Major Contributions:

- Led redirection of operational efforts resulting in 20% improvement in employee productivity.
- Ensured solid documentation & process for financing, IP protection, customer contracting.
- Moved company from losing significant cash each month to generating cash each month.

FIRSTSERVICE RESIDENTIAL (NASDAQ: FSRV), Las Vegas, NV 2009 – 2012

National provider of HOA management services.

Vice President – Finance

Oversaw all aspects of finance functions. Developed reporting for eleven divisions as company growth resulted in ten new reporting divisions. Drove process improvement, monitoring, and profitability. Created, managed and maintained annual budgets and forecasts.

Revenue and Profit Growth:

- Profitably managed costs, people, budgets, reporting, and all financial aspects of the company as monthly revenues grew 100% in two years.
- Maintained significant EBITDA margin during heavy growth period.

Major Contributions:

- Managed accounting department to process 97% more transactions per month with minimal increase in personnel.
- Developed and implemented financial and operational reporting for divisions in multiple states.
- Developed company-wide productivity measurement tools for compensation enhancements.

Operational Enhancements:

- Led team in development of live, online operational and financial reporting to partners and clients.
- Managed IT development project to design, develop, and implement customized software solution to drive automated work flows, customer management, and reporting.

RIDGEVIEW CAPITAL, Salt Lake City, Utah & Las Vegas, NV 2003 – 2008

Private equity firm investing in and/or acquiring small- to medium-sized companies worth \$10-100M.

Division Chief Financial Officer/Chief Operating Officer & Operating Director

Served as Operating Director of Ridgeview, and CFO/ COO of \$30,000,000 portfolio company with 100+ employees. Led all aspects of finance, operations, and audits. Conducted due diligence and modeling on Ridgeview acquisition targets. Coordinated all lender relationships and reporting, and investor reporting.

Revenue and Profit Growth:

- Grew revenue 70% within first 4 years; Doubled EBITDA in 3 years.
- Increased EBITDA margins from 31% to 37% in 3 years.
- Drove significant improvements in profits and market share, carefully evaluating trends, information, and recommendations, and formulating robust business strategies.

Major Contributions:

- Produced immediate 400 basis point reduction in A/R delinquencies within 4 months, and saved +\$40K per month in bad debts by leading team to redesign and develop new dashboard metrics.
- Optimized financial performance, establishing and frequently reviewing measurements, forecasts, budgets, and resources to determine ideal business direction and capital structure.
- Negotiated and managed +\$25M in term loans, revolving lines of credit, and sub-debt.
- Eliminated 26% of certain costs by renegotiating major vendor contracts.

Operational Enhancements:

- Lowered employee turnover 30%, revamping hiring, training, retention activities, and communication.
- Improved IT uptime from 92% to 99%, orchestrating switch to co-location facility.

AVALON DIGITAL, Salt Lake City, UT & Huntington Beach, CA 1999 – 2003

Provider of web-based solutions for small businesses including content management, ecommerce, and communications.

Vice President – Finance

Oversaw all aspects of finance and administrative functions. Established relationships with depository banks, lenders, and numerous third-party providers. Managed all audits. Managed the Accounting, Customer Service, IT, and Compliance departments.

Revenue and Profit Growth:

- Played major role in growing from \$4,000,000 to \$25,000,000; managed capital structure and processes and procedures to enable growth; led to +50,000 client accounts.
- Added +\$600,000 annually, +\$50,000 per month, by negotiating residual income agreement with third party vendor.

Major Contributions:

- Obtained multimillion dollar lines of credit, negotiated contracts with banks and financiers.
- Increased cash flow, reduced defaults, and decreased staffing needs by negotiating sales of weekly A/R totaling \$25,000,000.

Operational Enhancements:

- Created high-performance Accounting Department from scratch for GAAP and SEC compliance.
- Boosted efficiency by 32%, leading design and implementation of new application.

EDUCATION

MBA in Finance	Marriott School of Management Brigham Young University, Provo, UT	1999
BBA in Finance	College of Business Boise State University, Boise, ID Magna Cum Laude, Dean's List, Top Finance Graduate	1995

JENNIFER ST. JOHN
1180 Wild Phlox Way
Boise, ID 83709
(208) 891-9189

EDUCATION:

2003, May Bachelor's Degree - Elementary Education. Boise State University.
2014, May Masters of Arts - Education, Curriculum & Instruction. Boise State University.

CERTIFICATIONS:

8/2003-8/2023 State of Idaho Teaching Certificate K-8
1/14/2013 Habilitative Intervention Certificate. Renewed 1/14/2019.
11/30/2018 Board Certified Behavior Analyst

WORK EXPERIENCE:

4/2013-Present A New Leaf. Meridian, Idaho. Duties include: Working one-on-one with children diagnosed with developmental disabilities, providing individualized instruction based on identified needs with the goal of helping the children participate in their family, school, and community; Adapting behavior, emotional, social and academic curricula to meet the needs of each individual; Reviewing, updating and writing assessments, program plans, and implementation plans for children receiving therapy; Overseeing staffing, scheduling and programming; Research, develop and provide training on evidence based practices to staff members; Work with owners and human resources department to ensure staff qualifications are current, report on department goals, and clarify expectations; Collaborate with schools to develop, negotiate, and carry out contract agreements to assist in staffing one-on-one aids for students with developmental disabilities.

2/2010-3/2013 Access Living. Meridian, Idaho. Duties included: Working one-on-one with children with developmental or mental health diagnoses, providing individualized instruction based on identified needs with the goal of helping the children participate in their family, school, and community; Adapting behavior, emotional, social and academic curricula to meet the needs of each individual; Reviewing, updating and writing assessments, program plans, and implementation plans for children receiving therapy; Assist with supervising staff and scheduling clients; Connecting children and families to available resources and services available in the community; Advocating for family/client needs.

8/2003-6/2004 Central Canyon Elementary. Caldwell, Idaho. Third Grade Teacher. Duties included one on one, small group and whole group instruction, creating materials, writing lesson plans, assessing student needs, and recess supervision.

8/2002-5/2003 Joplin Elementary. Meridian, Idaho. Student teacher. Duties included one on one, small group and whole group instruction, creating materials, writing lesson plans and assessing student needs.

5/2001-8/2003 Eagle Montessori. Eagle, Idaho. Office Assistant/Substitute Floater. Duties included assistant teacher, monitoring the office, answering parent concerns and problem-solving situations, answering phones, lead teacher on occasion.

REFERENCES: Available upon request

KRYSTINE ARCHER

2239 W Piazza St., Meridian, ID 83646 · (208) 859-2416

EXPERIENCE

2015-PRESENT

STAY AT HOME MOM/HOMEMAKER

Mom to five children, ranging in age from 3 to 20.

2012-2015

ESCROW OFFICER, NEXTITLE

Responsible for preparing, executing and notarizing final closing documents for the purchase, sale, or refinance of real estate. Responsible to maintain client base of realtors and lenders and manage a small team of assistants. Top Producer.

2009-2012

ESCROW OFFICER, PIONEER TITLE COMPANY

Responsible for preparing, executing and notarizing final closing documents for the purchase, sale, or refinance of real estate. Responsible to maintain client base of realtors and lenders and manage a small team of assistants. Top Producer.

2007-2009

ESCROW OFFICER, TITLEONE CORPORATION

Responsible for preparing, executing and notarizing final closing documents for the purchase, sale, or refinance of real estate. Responsible to maintain client base of realtors and lenders and manage a small team of assistants. Top Producer.

2005-2007

ESCROW OFFICER, LANDAMERICA (TRANSNATION TITLE)

Responsible for preparing, executing and notarizing final closing documents for the purchase, sale, or refinance of real estate. Responsible to maintain client base of realtors and lenders and manage a small team of assistants. Top producer. Rookie of the Year 2005.

1998-2005

DOC DRAWER/FUNDER, YOUNG MORTGAGE

Responsible for sending final closing documents to title company for the closing of purchase, sale or refinance of real estate. Collected and reviewed final executed documents, sent wires for funding, and met investor requirements for purchase of loans.

1992-1998

WAITRESS, PLUSH PIPPIN

EDUCATION

DECEMBER 1998

BACHELOR OF BUSINESS ADMINISTRATION, BOISE STATE UNIVERSITY

Major: Business Management / Minor: Human Resource Management

JUNE 1994

HIGH SCHOOL DIPLOMA, BORAH HIGH SCHOOL

Miquelle Renee' Crosland

Objective

Self-motivated and highly talented individual with excellent communication, networking and problem solving skills seeking a challenging position in new construction real estate that offers professional and personal growth where I can negotiate for others to increase their net worth, inspire them to become their personal best and help cultivate a positive real estate culture.

Experience

September 2018-Present Meridian & Eagle Homes, LLC Meridian, ID

Realtor/Owner

- Diligently guide residential buyers and sellers through the new construction process; including lot and home plan selection as well as interior colors, etc.
- Coordinate with escrow companies, financial lenders, and home inspectors to ensure that terms and conditions of purchase agreements are met.
- Close homes ranging from \$450,000-\$1,000,000

Sept. 2003 – Present Crosland Household Varied

Stay at Home Mom

- Meal Planning, Chef, 30-60 Freezer Meals in a day
- Event Planner, Hostess
- Trainer, Teacher, all on a Budget

Aug. 2015 – May 2016 North Star Charter School Eagle, ID

ParaProfessional

- Administer and Grade MCAP and MCOMP tests three times per school year
- Math RTI for middle school and high school students
- Grading and teacher support for middle school math and science

June 2012 – Feb. 2014 Kaizen Ethos Sandpoint, ID

Homeschool Teacher

- Art, Latin root words and Classical Literature
- 2nd-4th Grade Math
- Cooking, Social Studies, World Religions, Scouting, and Personal Finance

Aug. 2004 – May 2009 Qute Stuff Varied

Business Owner & eBay Instructor

- Market research, purchased inventory, list items online, shipped 50-80 items per week.
- Communicated to customers through email
- Kept records of inventory and sold over 6000 items!
- Taught Ebay Univeristy Beginner Course and Beyond the Basics Course
- Adult Community Education setting

Education

Aug. 1993- Apr. 2002 Utah Valley University Orem, UT

Bachelor of Science - Business Management

- Minor in Marketing

Volunteering

January 1996-July 1997

Independence, MO

- 18 month church service mission

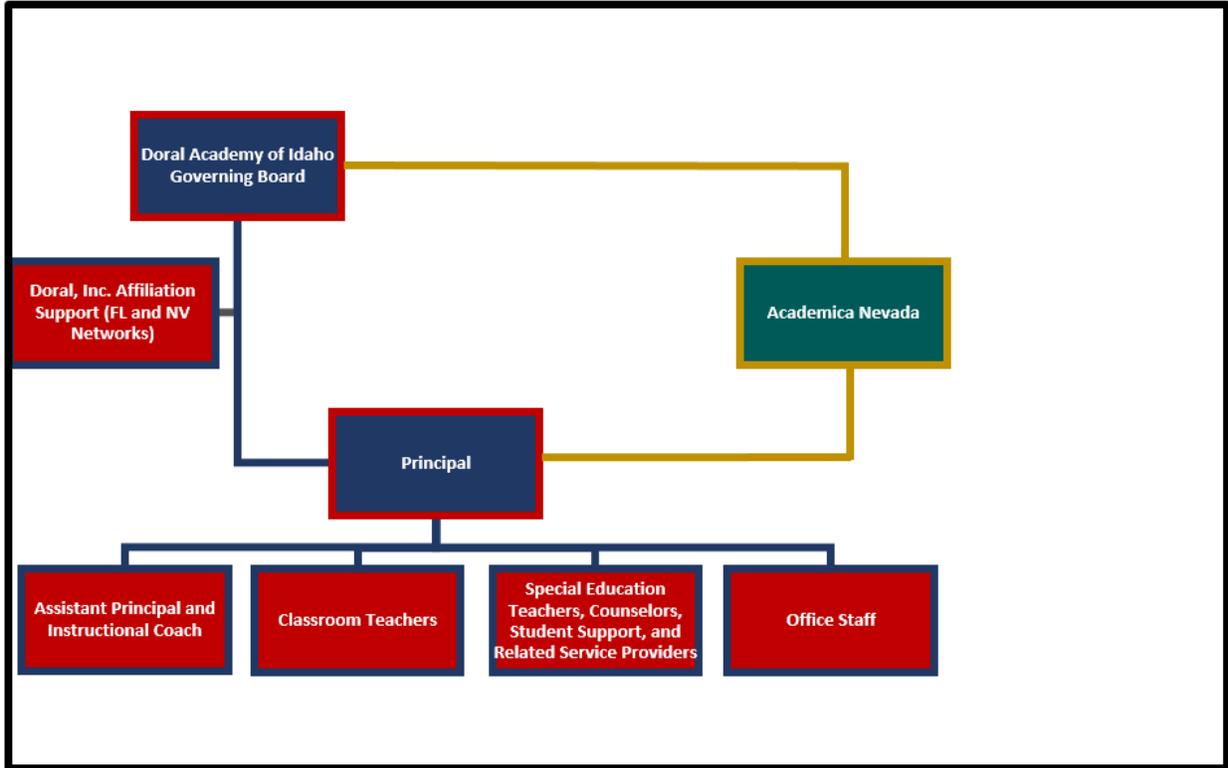
Credentials

- Idaho Licensed Realtor

References

- References are available on request.

Doral Academy Organizational Chart



Doral, Inc. Affiliation

Support from the Doral, Inc. Affiliation will include Principal resources, training, accreditation support, and arts integration support from both the Nevada and Florida Doral networks, among other resources and supports. While this is a replication of the Doral Academy educational model, the Doral Academy of Idaho Governing Board maintains complete authority and autonomy apart from the Doral, Inc. organization in all decisions related to the school.

Academica Nevada

Academica Nevada will provide charter application process and renewal support, bookkeeping, board management support, financial projections, enrollment and lottery support, government compliances, etc. As an educational service provider, Academica Nevada ensures the school's governing body has complete autonomy and control over its school academic program, staffing needs, and curriculum. For further information of these services, please visit [Academica Nevada's website](#).



Doral Academy of Idaho

Principal Job Description

Doral Academy of Idaho is a public charter school serving students in grades K-8. Principal applicants will be expected to provide the leadership and management necessary to administer and implement all programs, activities, and policies essential to ensure high quality educational experiences and services for all students in a safe, nurturing and enriching environment. As a school that focuses on arts integration, it is beneficial that the applicant is familiar with best practices of teaching methods integrating the arts into daily instruction.

QUALIFICATIONS

Education: An earned Master's Degree (or higher) from an Accredited College or University.

EXPERIENCE

A total of five years of school experience is required, including a minimum of three years of experience as a Principal/Assistant Principal. Applicant must hold an Idaho Department of Education Administrator Certificate with a School Principal Endorsement or Administrator Certificate with a Superintendent Endorsement.

REPORTS TO: Doral Academy of Idaho Governing Board

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

The School Principal Shall:

- Pursue the vision and execute the mission of the school.
- As Head of School, he/she will provide leadership and direction to all instructional and non-instructional staff.
- Supervise and observe all instructional practices in the school, including coaching and mentoring directly or through other staff and/or professional development programs.
- Hire, evaluate, and terminate staff that such action with respect to the Director of Finance and Operations positions shall be subject to review and/or approval by the Board of Trustees.
- Administer Doral Academy of Idaho scheduling, enrollment, and curriculum.
- Serve as liaison to the Board of Trustees, including but not limited to providing formal and informal reports to the Board and charter entity.
- Prepare materials in conjunction with the Director of Finance and Operations for Board meeting, including student academic achievement data based on comparative and longitudinal measures.
- Implement and follow policies and procedures.
- Provide a safe environment for learning.
- Ensure proper budgeting, accounting, and auditing, and financial planning.

TERM SHEET

(a) How and Why the ESP was Selected

The founding committee has chosen to partner with Academica, a charter school service organization, and Doral Academy, Inc., an arts integration focused school network, for the planning and establishment of Doral Academy of Idaho. Doral Academy, Inc. is a non-profit corporation and provides educational support services, while Academica handles the 'business' side of the school. The founding committee believes it is in our best interest to replicate a successful school model rather than create a new curriculum and school program from scratch. DAI chose to join the Doral Academy network and contract with Academica because of their outstanding academic and financial success, and because of their track record of successfully replicating the school model. Doral Academy is recognized for excellence nationally by independent organizations and receives excellent results on state performance measures.

While DAI will be replicating Doral Academy Inc.'s school model, DAI's governing board will maintain complete autonomy over the governance of the school. This was an attractive feature to the founding committee because it allows the governing body to tailor DAI to our community's needs.

Doral Academy, Inc. has partnered with Academica to provide business services for over 18 years. Academica is one of the nation's longest-serving charter school service and support organizations. Academica was founded in 1999 on the principle that each school is a unique educational environment led by an independent governing board with a specific vision for its school, and Academica works to facilitate the Board's vision for its school and ensure that vision is implemented. Academica's clients maintain complete control over their schools' academic programs, staffing needs, management, and curricula. Academica has local offices that serve charter management organizations and independent charter schools in Arizona, Florida, California, Texas, Utah, Nevada, Hawaii, Colorado, and Washington D.C. Academica staff from Nevada will assist Doral Academy, Inc. in providing services to Doral Academy of Idaho. DAI will benefit from not only the Doral Academy network of schools, but also an existing portfolio of over 150 Academica partner schools.

Moreover, we feel Academica's fee and Doral Academy Inc.'s affiliation fee are very reasonable. The governing board analyzed data regarding several education service providers currently working with charter schools in Idaho, and the Board concluded that Academica offers a competitive price and has a proven track record of success while still allowing for the Board to maintain full control over the operations of the school.

(b) Term Sheet

Fees and compensation to be paid to the provider: The fee that Academica charges is per pupil based (\$450 per pupil per year). As the number of students enrolled increases, Academica's services necessarily increase as well. For example, a larger student body requires a larger facility and a consequential increase in facilities management services. A larger student body requires more staff and an increase in Human Resources related services. A larger student body requires more equipment and fixtures which creates an increase in procurement, budget management and bookkeeping services. As a result, basing a fee on a fixed per pupil charge is "attributable to the actual services provided" and compliant with State law. Furthermore, since the fee is not a percentage of income, the fee does not increase with any increase in school funding which may be passed by the state legislature. Finally, the Academica contract contains a

provision that allows the fee to be adjusted if the school is facing financial hardship.

Doral Academy, Inc., charges a fee of 1% of annual revenues in exchange for the support services detailed below and the use of the Doral Academy name and logo. The Doral Academy, Inc. fees will support the staff travel and materials necessary to provide the professional development services and accreditation support provided for in the services agreement.

Proposed Duration of Contract: The proposed initial term of the contract is to be two years. Thereafter, the contract shall automatically renew for the full term of the initial Charter Agreement, absent notice of termination.

Renewal and Termination: Following the term of the initial Charter Agreement, the Agreement shall automatically renew for the term of each successive renewal of the Charter Agreement unless and until either party delivers to the other, no more than 180 days nor less than 30-days prior to the expiration of any Charter Agreement, written notice that the Agreement shall be cancelled at the expiration of the term of the then-current Charter Agreement.

Performance Evaluation Measures and Mechanisms: The board expects Academica Nevada to perform each of the specific duties of the contract. Academica Nevada is expected to work in such a manner that school's annual financial audits do not have any material deficiencies. All state reports must be responded to in a timely manner and to the expectations of the specific state agencies. They should work in a manner that is supportive and allows the principals to focus on educational goals. The principals should be able to discuss and get immediate advice on day-to-day operational issues.

The board expects Doral Academy, Inc. to provide regular and effective professional development resources that result in improved instruction and academic performance, as measured by the administrator's teacher evaluations and student assessments. We expect Doral Academy, Inc. to successfully assist in completing the accreditation process. We expect Doral Academy, Inc. to work closely with the principal and instructors in developing open and ongoing communication which includes assistance in problem solving, successful planning strategies, and shared technology programs and training.

Annually, each Board Member and the Principals will evaluate the service provider in eight areas, including Financial Reporting, Financial Management, Human Resource Management, School Operations Management, Start-up and Expansion, Mission Support, Job Knowledge, and Executive Leadership. In evaluating the Service Provider, the Board Members and the Principal will use the Service Evaluation rubric that can be found at the end of this document.

(c) Relationship to Governing Board & Roles and Responsibilities

School Governing Board: The Governing Board will determine the academic direction and oversees the operation of the School. It shall be the responsibility of the governing body to establish annual budgets, adopt financial policies and procedures, set human resources policies, and select the school's legal counsel. The Board will hire, evaluate, and oversee the school principal. The Board will locate a Principal by recruiting talented individuals who have knowledge of and experience with instructional, educational, and school site matters. The Committee to Form agrees that, as the Board of Doral Academy of Idaho, it will need to identify opportunities for growth for the administrator of the school and provide the administrator support to ensure the school is successful. This will be an ongoing process. However, to ensure early success, DAI will partner with Doral Academy, Inc., which will provide the administrator with training, share best practices, and collaborate on educational programs and initiatives. This

partnership will provide DAI's administrator with an immediate knowledge base and support team that will facilitate early and consistent success.

It shall be the responsibility of the Board to know the law and regulations governing the school, attend conferences and technical assistance meetings, avoid conflicts of interest, assign students' interests and academic achievement as the top priority of the school, maintain a diverse governing body, maintain accountability and transparency in all operations, and cooperate with the Board's Sponsor. The Board Chair will assure that the training and orientation set forth in the Bylaws of DAI will focus on preparing the Board to fulfill these responsibilities. The Board will retain independent legal counsel and seek advice and assistance from legal counsel when any issue is in doubt. The Board's legal counsel will not be an employee or Board Member of Academica Nevada or Doral Academy, Inc.

School Staff: The Principal, as the instructional leader, will be responsible for all aspects of day-to-day administration of the school within the scope of the board's operating policy and in compliance with district, state, and federal guidelines. The School's on site administration (principal, assistant principal, and lead staff) will ensure the operations of the school (resources, courses, policies) are in accordance with the mission and vision of the School. The principal, as the instructional leader, will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the School. The Principal will hire, oversee, and evaluate faculty and staff. The faculty and staff will be responsible for carrying out these procedures in their daily activities and interactions with students, parents' and the community.

The School's on-site administration consists of the principal and/or administrative support staff that is responsible for the curriculum development, working with the teaching staff, and addressing student-related issues. The administrative staff, as instructional leaders, will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the school. The principal will be an employee of the school, not an employee of an Educational Management Organization. The principal, with the support of the administrative staff, will ensure that the operations of the school (resources, courses, policies) are in accordance with the mission and vision of the school. The Principal will also be the person authorized to draw purchase orders for payment of the school's money. The Principal will have authority to delegate additional administrative tasks to supporting administrative positions including but not limited to assistant principal, lead teacher, office manager, grade/department chairs, etc.

Service Provider: The role of Academica Nevada and Doral Academy, Inc. is to serve at the will and guidance of the Board. We expect Academica Nevada and Doral Academy, Inc., to carry out the defined responsibilities found in their respective contracts and set forth in the "Scope of Services" below in a manner that is consistent and assists the board meet its vision.

The School will hire Academica Nevada to provide specific business support services thereby freeing up the school administrator to focus on the educational goals set by the governing board. Support services that Academica Nevada will provide include, but are not limited to, the following:

- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;
- Monitor and assure Compliance with all state reports;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist with systems development;

- At the Board's direction, prepare agendas and post notices of all board meetings;
- Assist the Board in identifying and retaining an employee leasing company; and
- Provide human resources related services such as dispute resolution and contract preparation and review.
- Assist the Board in renewing the School's charter.

As part of the commitment and relationship between Doral Academy of Idaho and Academica Nevada, it is understood and agreed that Academica Nevada will NOT do the following:

- Employ the School Administrator or any other licensed personnel;
- Draw orders for the payment of money, as that responsibility is limited strictly to the school's board and principal;
- Use fees paid by DAI to benefit or subsidize schools located outside of Idaho.
- Permit the school's lease and management contract to be conditioned one upon the other.

Academica Nevada will assist DAI in furthering the school's mission and purpose by enabling the School to obtain better facilities, lower pricing on furniture and equipment, more accurate budget projections, better insurance rates, better benefits packages for employees of the school and better financing rates than would otherwise be possible. These services will help DAI serve more students and maintain financial surpluses without compromising the educational goals of the school.

The school will affiliate with Doral Academy, Inc. to provide the following services:

- On site principal training and professional development;
- On site teacher training and professional development;
- Classroom critique and assessment;
- Technology training; and
- Help attain accreditation.

None of the services provided by Doral Academy, Inc. will overlap those provided by Academica Nevada.

Financial Controls and Oversight: The Board will adopt sound financial policies and accounting procedures. These policies ensure effective internal controls over revenues, expenses and fixed assets and are evaluated on a regular basis to ensure compliance with all statutory and regulatory authorities.

The school principal/administrator will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The school's on-site administration/faculty and staff will report directly to the principal, who then reports to the Governing Board. Academica Nevada will provide bookkeeping, and financial forecasting services to the Governing Board for its oversight and approval.

School invoices relating to daily operations will be managed by Academica Nevada. The principal will manage the daily operations and site-based finances, including expenditures and receivables and seek prior approval from the Board for expenditures over a pre-approved amount (as per Board policy). The Principal and Academica Nevada will report on a monthly basis to the Governing Board on all payroll reports, financial statements, and any other information requested by the Board.

The Board will contract with an independent accounting and audit firm to perform internal control testing and review annually. School Administration, Office Managers, and Academica Nevada staff are required to work closely with the independent accounting and audit firm to develop and implement all necessary internal controls to ensure accurate and honest accounting at all campus locations.

Methods of Contract Oversight and Enforcement by the Governing Board and/or School Staff: The Board will hire independent counsel to advise and guide the Board in any necessary contract oversight and enforcement. The independent counsel will NOT represent Academica Nevada in any capacity.

(d) Provides High-quality Services

As mentioned previously, Academica has local offices that serve charter management organizations and independent charter schools in Arizona, Florida, California, Texas, Utah, Nevada, Hawaii, Colorado, and Washington D.C. Academica staff from Nevada will assist Doral Academy, Inc. in providing services to DAI.

Academica Nevada currently services 7 charter school boards in Nevada. Nevada rates its schools through a star system, with 1-star being the lowest rating and 5-star being the highest. Each school level (elementary, middle, high) receives an individual rating. See below for how well the schools serviced by Academica performed during the 2017-18 school year:

School	Campus	Level	Comparison Entity	Assessment Year	Test Name	School/Campus Statewide Accountability Rating	Grades Served
Doral	Cactus	Elementary		2017/2018	SBAC	4 star	K-5th
		Middle				5 star	6th-8th
	Fire Mesa	Elementary		2017/2018		3 star	K-5th
		Middle				4 star	6th-8th
	Pebble	Elementary		2017/2018		5 star	K-5th
		Middle				4 star	6th-8th
	Red Rock	Elementary		2017/2018		5 star	K-5th
		Middle				5 star	6th-8th
		HS				NR	9th-12th
	Saddle	Elementary		2017/2018		4 star	K-5th
Middle			3 star			6th-8th	
Mater	Bonanza	Elementary		2017/2018		1 star	K-5th
		Middle				3 star	6th-7th
	Mountain Vista	Elementary		2017/2018		3 star	K-5th
		Middle				4 star	6th-8th
Pinecrest	Cadence	Elementary		2017/2018		5 star	K-5th
		Middle				5 star	6th-8th
		HS				NR	9th-12th
	Horizon	Elementary		2017/2018		5 star	K-5th
		Middle				5 star	6th-8th
	Inspirada	Elementary		2017/2018	5 star	K-5th	
		Middle			5 star	6th-8th	
	St. Rose	Elementary		2017/2018	5 star	K-5th	
		Middle			5 star	6th-8th	
	Somerset	Lone Mountain	Elementary		2017/2018	4 star	K-5th
Middle				5 star		6th-8th	
Losee		Elementary		2017/2018	3 star	K-5th	
		Middle			3 star	6th-8th	
		HS			NR	9th-12th	
NLV		Elementary		2017/2018	2 Star	K-5th	
		Middle			3 star	6th-8th	
Sky Pointe		Elementary		2017/2018	4 star	K-5th	
		Middle			3 star	6th-8th	
		HS			3 star	9th-12th	
Stephanie	Elementary		2017/2018	4 star	K-5th		
	Middle			5 star	6th-8th		
SLAM	SLAM	Middle		2017/2018	2 star	6th-8th	
		HS			NR	9th-12th	

Service Evaluation Rubric

Check the appropriate box next the performance level and provide comments when needed.

Board Management			
Responsibilities: Staff coordinates Board meeting dates, times, and locations. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No communication is provided regarding Board meeting dates, times, and locations.	Inconsistent communication is provided regarding Board meeting dates, times, and locations.	Staff provides consistent communication regarding Board meeting dates, times, and locations. Quorum confirmation is always ensured.	Staff provides highly consistent communication to all parties regarding Board meeting dates, times, and locations; including calendar invites and reminders.
Comments:			
Responsibilities: Staff is responsible for working with System Leaders for feedback on items to be added to the agenda. Staff is responsible for ensuring timely posting of agendas to designated locations as required by Open Meeting Law. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Staff has no communication with System Leaders during preparation of Board meeting agendas. Staff does not comply with Open Meeting Law, and deadlines are often missed.	Occasionally System Leaders receive communication from staff regarding items to be placed on the agenda. Staff occasionally complies with Open Meeting Law and required deadlines.	Without fail staff works with System Leaders to ensure that necessary items of importance are placed on each agenda. Staff diligently works to comply with Open Meeting Law and consistently meets required deadlines.	Staff provides a high level of service, consistently communicating with System Leaders to ensure all necessary and/or required items are placed on the agenda for Board consideration. Staff always ensures that all posting requirements are met per Open Meeting Law; as well as providing transparency to the system community by providing agenda access in additional locations.
Comments:			
Responsibilities: Staff gathers, prepares, and distributes support materials. Staff prepares all required documents and equipment for use during Board meetings. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
There is a lack of proper support materials prior to Board meetings. Room, documents, and equipment are not prepared for Board meetings.	Timely distribution of support materials prior to Board meetings is inconsistent. Staff lacks proper preparation for Board meeting by failing to provide necessary equipment and materials for the Board meeting.	Staff prepares and distributes accurate support materials in advance of Board meetings, allowing Board members to properly prepare prior to the meetings. Rooms, documents, and equipment are consistently prepared in advance of Board meeting time, allowing	Staff provides highly effective support materials, which are prepared and distributed in a timely manner to allow Board members ample time for preparation. In an effort to provide transparency, staff consistently works to ensure Stakeholder's have access to Board meeting

		meetings to begin on time and run efficiently.	support materials.
Comments:			
Responsibilities: Preparation of Board meeting minutes in a timely manner in compliance with Open Meeting Law. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Staff does not prepare meeting minutes, resulting in violation of Open Meeting Law.	Staff inconsistently prepares Board meeting minutes resulting in occasional violation of Open Meeting Law. Prepared minutes contain errors and/or typos.	Staff prepares accurate minutes, resulting in effective follow up on future agenda items. Staff distributes minutes in accordance with Open Meeting Law.	Staff consistently and expertly prepares minutes, capturing necessary elements of each Board meeting, allowing for an accurate depiction the meeting. As minutes are prepared, staff ensures that any item request and/or items of concern are noted for discussion with System Leaders for future agendas. Minutes are always posted in compliance with Open Meeting Law.
Comments:			
Facilities Maintenance			
Responsibilities: Dispatch vendors to the school site for repairs and maintenance through the Facilities Ticket System. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests for repairs and maintenance are ignored and/or no attempt is made to provide service.	Some jobs entered into the ticket system are attended to in a sufficient manner. Modest attempt is made to fulfill job requests.	Jobs entered into the Facilities Ticket System are responded to within 5-10 hours (depending on priority level) and vendors are dispatched to the campus.	Expert or high level of service is provided in dispatching vendors to the school site with immediate follow up when entered into the Facilities Ticket System.
Comments:			
Responsibilities: Secure vendors and bids for ongoing contracted services (janitorial, landscaping, fire inspection, etc.) <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests for quotes/bids are ignored. Little or no attempt is made to find vendors.	Less than three quotes/bids are presented for ongoing contracted services. There is a delay in providing quotes of more than 40 days.	A minimum of three quotes/bids are presented for ongoing contracted services. Quote/Bids are provided in less than 35 days.	More than three vendors are brought forward with quotes/bids for ongoing contractual services. Quote/Bids are provided within less than 25 days.
Comments:			
Responsibilities: Communicate with site based personnel on requested projects/repairs. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No communication is	Inconsistent	Effective communication is	Highly consistent level of

provided regarding service projects or repairs.	communication is provided to the facilities representative regarding maintenance and repairs. Extended length of time occurs between communication or schools must seek the information.	provided to the facilities representative regarding the status of a maintenance job after initial request. In addition, weekly communication is provided regarding outstanding requests.	communication is provided to schools with frequent updates regarding the status of outstanding requests. Follow up is provided to ensure schools are highly satisfied with the outcome.
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Comments:

Finance – Accounting

Responsibilities: Budget to actuals are provided to the Board and School Principals in order to make timely and accurate decisions.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Budget to actuals are never provide accurately or timely Board. No explanations of what makes up the differences.	Inconsistently meets deadline for budget to actual. Lack of details as to what makes up the differences.	Consistently provided timely to allow for review and development of questions at or prior to board meetings. Able to provide details and backup (when necessary) to what makes up the differences.	Consistently provided timely, provides expert knowledge of the financials.

Comments:

Responsibilities: Submit State reports on time and ensures schools are meeting required state/federal guideline for use of funds.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Consistently late on submission of state reports. Never communicates with the Board or Schools about new or existing required guidelines for the use of funds.	Inconsistent submittal of reports on time. Little communication to the Board and School about guidelines for the use of funds.	Submit reports on time. Keeps Board and School up to date on guidelines for the use of funds.	All reports are submitted on time and accurately. Board and School are kept up to date about guidelines for use of funds and provide explanations about those guidelines.

Comments:

Responsibilities: Provide Office Managers with support and training to meet their needs (including QB and SGF Account support).

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Office Managers were never trained, questions are never addressed.	Poorly trained, questions are inconsistently addressed in a timely manner (over 1 business day).	Received appropriate training and questions are addressed in a timely manner (within 1 business day).	Receives continuous training and communicates effectively to resolve questions.

Comments:

Finance – Accounts Payable

Responsibilities: AP Clerk answers all my questions in a timely manner and provides constant guidance.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
AP Clerk does not respond to questions and ignores requests for assistance.	AP Clerk will occasionally respond to questions and provides moderate support and guidance.	AP Clerk addresses inquires effectively and within a reasonable amount of time (1 business day). Accounts Payable offers help and guidance when it is requested.	AP Clerk regularly takes the initiative to ask if the school is experiencing any problems, offers solutions and is highly consistent in providing guidance on policies and procedures.

Comments:

Responsibilities: AP Clerk makes payments to vendors in a timely manner.
 UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
AP Clerk makes little to no attempt to pay vendors on time resulting in late fees, cancellation of orders, interruptions of service and numerous payment status inquiries from vendors.	AP Clerk inconsistently pays vendors on time.	AP Clerk effectively processes payments on time, preserving positive relationships with vendors and improving credit ratings.	AP Clerk exceeds expectations by demonstrating a high turn-around time when processing payments.

Comments:

Responsibilities: AP Clerk efficiently handles vendor inquiries, credit applications, adding/removing users from current accounts, obtains proper authorization before payments being made according to Financial Policies & Procedures.
 UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
AP Clerk <i>makes no attempt</i> to handle vendor inquiries, credit applications, adds/removes users from current accounts and does not guide me to follow Financial Policies & Procedures.	AP Clerk <i>makes a moderate effort</i> to handle vendor inquiries, credit applications, adds/removes users from current accounts and sometimes guides me to follow Financial Policies & Procedures.	AP Clerk <i>effectively</i> handles vendor inquiries, credit applications, adds/removes users from current accounts and advises me to follow Financial Policies & Procedures.	AP Clerk <i>exceeds expectations</i> in handling vendor inquiries, credit applications, adding/removing users from current accounts and always guides me to follow Financial Policies & Procedures.

Comments:

Finance – Budgets and Bonds

Responsibilities: Prepare budgets that are realistic and keep the school compliant with state and debt requirements.
 UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No communication with the school when prepared. Budgets are unrealistic and do not take into consideration the needs of the school. Budget would not meet the state financial framework or debt covenants.	Little communication of the budget. Budget is shared but little explanation of the budget. Options are not readily explored with the school.	The budget is communicated with the school and overall budget is explained. Options are presented when requested. The budget is realistic and will meet the state and debt covenants.	The budget is explained to the school and the school has a good understanding of the numbers. Different options are presented and explained to the school when requested to see what options may be available. The budget will pass all required state and

			debt covenants.
Comments:			
Responsibilities: Facilitating the purchasing of buildings and management of the bonds.			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No communication of the process and no updates of throughout the process. Bond covenants are not explained.	Inconsistent updates on the bonding process. Updates to the bond covenants are general and not explained well.	Effective communication about the bond with the proper staff/board members happens timely. Debt covenants are explained.	Highly consistent level of communication is provided to the proper staff/board members. Debt covenants are explained and updated as necessary.
Comments:			
Finance – Payroll			
Responsibilities: Complete personnel changes in the payroll system, assist with the overall payroll processing and requests.			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests for assistance are ignored and/or no attempt is made to assist. Communication regarding the request is poor.	Some requests are looked into immediately while others take longer to address. Communication regarding the requests needs improvement.	Requests are completed within 24 hours of being notified. Communication regarding the request is open and prompt.	Requests are handled immediately upon sending the initial request. Communication regarding the request exceeds expectations.
Comments:			
Responsibilities: Submit PERS payroll report to the state on time and accurately.			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
PERS Reporting is not completed on time and it is not accurate when submitted.	PERS reporting is often completed on time and it is at times accurate.	PERS reporting is completed and submitted by the deadline and it is accurate when submitted.	PERS reporting is completed prior to the deadline and it is completely accurate.
Comments:			
Legal Services			
Responsibilities: Providing day-to-day legal support and advice in coordination with counsel hired by the board.			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests for legal support and/or advice is ignored and/or no attempt is made to provide legal support or advice.	Requests for legal support and/or advice are occasionally addressed or are addressed in an untimely manner. Responses are unclear or inconsistent.	Requests for legal support and/or advice receive a response within a reasonable amount of time. Responses are clear, concise, and consistent.	Requests for legal support and/or advice receive a response in a timely manner. The Academia Legal Staff anticipates, communicates, and trains school leaders on relevant legal issues.
Comments:			

<p>Responsibilities: Assist schools in preparing and drafting school and board policies and other written documents (i.e. contracts, MOU's) as requested.</p> <p><input type="checkbox"/> UNABLE TO RATE THIS CATEGORY</p>			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests for written policies or other documents are ignored.	Requests for written policies and other documents are occasionally addressed or addressed in an untimely manner. Policies or other documents need several revisions or corrections.	Requests for written policies and other documents are prepared within a reasonable amount of time. Written policies or other documents are clear, concise, and consistent.	Requests for written policies and other documents are prepared in a timely manner. The policies or written documents are error free.
Comments:			
<p>Responsibilities: Work with campus leaders to resolve legal issues regarding parents, staff, and students.</p> <p><input type="checkbox"/> UNABLE TO RATE THIS CATEGORY</p>			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Academica Legal Staff is unwilling or unable to assist the school in these legal issues.	Academica Legal Staff occasionally assists in these legal issues.	Academica Legal Staff assists with these legal issues by talking to the parent and/or assisting in the discipline of a staff member or student.	Academica Legal Staff is willing to be present to meet with the parent, staff member, or student and/or assists the school in coming to a resolution that is most beneficial to the school.
Comments:			
Marketing/Design			
<p>Responsibilities: Confer with clients to determine marketing strategy and design of school marketing materials.</p> <p><input type="checkbox"/> UNABLE TO RATE THIS CATEGORY</p>			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests for meetings and product designs are ignored and/or no attempt is made to provide service. Material and copy fails to meet needs of particular graphic design job, i.e. the size/material or number of products do not match up with the client's wishes.	Some jobs requested are completed in a sufficient manner. Modest attempt is made to fulfill job requests. Modest attempt is made to fulfill copy and style requirements and meets needs and vision from time to time.	Marketing materials and design requests are confirmed within 48 hours and a timeline is agreed upon. The final printed product is consistent with the scope and vision of the marketing project and is within the proposed budget price point.	Expert or high level of service is provided in defining what the client needs with immediate follow up. Initial design is ready according to the pre-arranged timeline, based on the current que and time sensitivity of each request. Product meets and exceeds client's expectations in type, style, arrangement and size, and shows a mastery of understanding the targeted audience for the material.
Comments:			
<p>Responsibilities: Work closely with school principals, directors, managers, administration, and all other school representatives for creative direction.</p> <p><input type="checkbox"/> UNABLE TO RATE THIS CATEGORY</p>			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Opinions and wishes on	Some designs reflect wishes	Most designs are	Products are professional

creative direction are followed rarely.	and direction of client.	satisfactory in their layout, design and concept, and closely match up to client's vision.	and meets or exceeds client's expectations in final design and presentation.
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Comments:

National School Lunch Program (NSLP)

Responsibilities: Provide technical assistance to ensure schools are in compliance with the NSLP Regulations and Best Practices.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No attempt is made to provide technical assistance.	Moderate level of technical assistance is provided.	Consistent level of technical assistance is provided.	High level of technical assistance is provided.

Comments:

Responsibilities: Provide support in preparation and throughout the NSLP Administrative Review process.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Minimal support is provided in preparation and throughout the Administrative Review process.	Limited support is provided in preparation and throughout the Administrative Review process.	Frequent support is provided in preparation and throughout the Administrative Review process.	Initiated and highly consistent support is provided in preparation and throughout the Administrative Review process.

Comments:

Responsibilities: Provide assistance to schools in completing all required NDA reporting and with applying for renewal of the NSLP.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Little assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Inconsistent assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Appropriate assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Advanced assistance is provided in completing NDA reports and applying for renewal of the NSLP.

Comments:

Procurement

Responsibilities: Work with the school leadership to obtain quotes, create purchase orders, and place orders for curriculum, furniture and equipment based upon the school's requests and needs, while making sure to maintain their allotted budget.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests from the school office manager or Principal are ignored and/or attempt to assist in purchasing the materials is not made.	Some requests are fulfilled in a sufficient manner. Requests are taking an unacceptable length of time to be fulfilled.	Quotes are obtained and orders placed in a timely manner. Suggestions are provided for materials that will meet the needs and requirements.	Expert or high level of service is provided in fulfilling requests from school staff. Records are kept and accessible of prior year purchases for reference. Any order issues that are communicated to us are immediately forwarded to the school.

Comments:			
Responsibilities: Assist in creating the Summer Purchasing Budget for the school, and provide regular progress reporting on budget as purchases are made.			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Budgets are not communicated with the school administration, school administration is not aware of how much money they have spent and how much money that have left.	Budgets are communicated with the school administration, but only at the request of the school administration.	Budgets are updated in a timely manner and available for the school administration on a normal basis.	Budgets are customized at the request of the school administration, and the budget is communicated with the school every time it is updated.
Comments:			
Responsibilities: Assist as a Liaison for and oversee summer furniture installation.			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No communication is made with the school, installers and furniture show up to the school unannounced.	School Administration is notified of installation dates, but no attempts are made to work around requests from the school.	Communication is effective between all parties involved in the furniture installation process, and school process/timeline requests are met.	The installation is completed with a high level of satisfaction and any issues are communicated effectively with little/no oversight needed by School Administration. School process/timeline expectations are exceeded.
Comments:			
Responsibilities: Assist as a Liaison between the school and curriculum vendors.			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No communication is made with the school regarding what purchases they would like to make.	School Administration is aware of purchases being made but is not receiving any updates regarding the status of the order or any digital access information.	School is aware of purchases being made and is kept apprised of any backorders or shipping delays communicated to us by the vendor. Any digital access updates are processed in a timely manner.	School is provided with a list of all curriculum previously purchased and made aware of any items they need renewal or replenishment. Orders are processed as quickly as possible and updates are quickly made to digital access platforms.
Comments:			
Registration			
Responsibilities: Manage lottery database and communication.			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Rarely send acceptances	Sporadically sends out	Consistently sends out	Always monitors numbers

nor monitor databases. Rarely update waitlists. Does not assist with needed phone communication. Rarely responds in a professional and timely manner.	acceptances when reminded. Sporadically maintaining waitlists. Makes phone calls as needed within a week. Sporadically responds in a professional and timely manner.	acceptances when asked. Waitlists and lotteries consistently maintained as asked. Makes phone calls as needed or requested within 72 hours. Consistently responds in a professional and timely manner.	and send out acceptances as needed. Establish and maintains accurate and up-to-date waitlists. Makes phone calls as needed or requested within 24 hours. Always responds in a professional and timely manner.
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Comments:

Responsibilities: Manage Information for Annual Enrollment Audit, attend and assist during in-person DOE audit processes.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Rarely monitors Infinite Campus Master Registry to maintain accurate registration numbers. No audit preparation guidance or assistance provided. No training provided for reporting procedures.	Sporadically monitors Infinite Campus Master Registry to maintain accurate registration numbers. Audit assistance provided in person but no preparation materials provided. Only provides training for new processes and does not review currently used procedures.	Consistently monitors Infinite Campus Master Registry to maintain accurate registration numbers as requested. Provides information for audit preparation with guidance. Person on-site to assist as needed. Provides training for reporting procedures and new processes when asked.	Always monitors Infinite Campus Master Registry to maintain accurate registration numbers. Provides step-by-step information for audit preparation with individual guidance. Full participation assistance provided during attendance audit. Provides continual, on-going assistance and training for reporting procedures and new processes.

Comments:

Responsibilities: Manage Infinite Campus Census and Attendance information and assist in accurate monthly and quarterly attendance reporting.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Rarely provides up-to-date state required attendance reporting procedures and codes. Always provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments and withdrawals.	Sporadically provides up-to-date state required attendance reporting procedures and codes. Sporadically provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments and withdrawals.	Consistently provides up-to-date state required attendance reporting procedures and codes. Consistently provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments and withdrawals.	Always provides up-to-date state required attendance reporting procedures and codes. Always provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments and withdrawals.

Comments:

School Resource Development (Grants, Charter Applications, Amendments, Renewals, School Programs)

Responsibilities: Coordinate the development, writing, and submission of grant proposals.			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Failed to demonstrate adequate understanding of the grant's purpose and/or school's requests/needs for the grant. Did not identify various stakeholder responsibilities. Did not provide update of submission progress. Failed to execute designated roles or submit grant proposal by deadline.	Demonstrated vague understanding of the grant's purpose or school's requests/needs for the grant. Vaguely identified various stakeholder responsibilities. Provided irregular or inconsistent status update of submission progress. Executed designated roles in an ineffective and unprofessional manner. Submitted grant by deadline.	Demonstrated clear understanding of the grant's purpose and school's request/needs for the grant. Identified various stakeholder responsibilities. Provided regular status update of submission progress. Executed designated roles in an effective and professional manner. Submitted grant by deadline.	Demonstrated clear understanding of the grant's purpose and clearly identified various stakeholder responsibilities, deadlines, and other related expectations. Executed designated roles in an effective and professional manner and gathered school feedback for revisions. Provided regular status update of submission progress and submitted grant by or before deadline.

Comments:

Responsibilities: Coordinate the development, writing, and submission of charter applications, amendments, renewals & various programs			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Failed to demonstrate adequate understanding of the project's purpose. Did not identify various stakeholder responsibilities or provide update of submission progress. Failed to execute designated roles or submit project by deadline.	Demonstrated vague understanding of the project's purpose. Vaguely identified various stakeholder responsibilities. Provided irregular or inconsistent status update of submission progress. Executed designated roles in an ineffective and unprofessional manner. Submitted grant by deadline.	Demonstrated clear understanding of project's purpose. Identified various stakeholder responsibilities. Provided regular status update of submission progress. Executed designated roles in an effective and professional manner. Submitted project by deadline.	Demonstrated clear understanding of the project's purpose and clearly identified various stakeholder responsibilities, deadlines, and other related expectations. Executed designated roles in an effective and professional manner and gathered school feedback for revisions. Provided regular status update of submission progress and submitted application by or before deadline.

Comments:

State Reporting

Responsibilities: Alert the school system, responsible party and/or Academics Departments of items or information coming due to the State, both from the Authority and the Department of Education.			
<input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Staff does not provide ample notice to schools after receiving notice from the proper agency, of items	Staff sometimes provides forward notice of items or information coming due (once the due dates are	Staff provides timely notice, once deadlines are received from the proper agency, as to the information or items	Once deadlines are received from the proper agency, staff always goes to great lengths to ensure that all

or information coming due and school employees are often rushing to submit requested items.	received from proper agency); however, those responsible are sometimes still rushing to complete items timely.	due, giving the responsible party ample time to complete.	parties involved are aware of the information and/or items coming due and works to gain extensions where necessary. Staff sends out a calendar invite for all items coming due, as well as, staff provides reminders of upcoming due dates.
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Comments:

Responsibilities: Works with each school system, responsible party and/or Academics departments to gather necessary information to ensure information or required items are submitted timely and accurately. When questions arise, staff works with the Authority and/or Department of Education to gain clarification on information requested and works to ensure that all systems receive a clear explanation of requirements. Assists parties in completing reports, etc. as requested. Works with necessary party to obtain an extension, if necessary.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Staff does not provide assistance to ensure the timely and accurate submission of items or information. Nor does staff work to gain additional information when questions arise.	Staff at times will work to facilitate the gathering of information or items for submission. Staff inconsistently attempts to gather additional information from various agencies, however, little follow up takes place in this regard.	Staff regularly works with systems or necessary staff to gather the required information or items for submission. Staff offers to be of any assistance to those persons, whether to gather information independently or to work with others. Staff frequently works with other agencies to obtain additional guidance when needed.	Staff provides a high level of service in working with each system to ensure timely and accurate submission of information. When questions arise that staff cannot answer, staff diligently works with other agencies to obtain additional guidance when needed and provides follow up when additional information is not received. Staff offers assistance at all times to help with data compilation or collection of documents to ensure proper compliance.

Comments:

Responsibilities: Submission of all documents related to reimbursement under grant funding. Maintain thorough and accurate records to ensure that all items are submitted timely and accurately, in order to ensure the proper reimbursement to the system. Responsible for assisting with revised grant budgets, when the need arises. Assist with any questions either the system, Academics departments or various agency departments might have regarding reimbursements submitted and projections of future grant spending.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Staff does not maintain proper grant reimbursement records and does not meet reimbursement request deadlines. Staff is not in communication with agencies regarding grant-	Staff maintains minimal records, which at time leads to inaccurate or late information being submitted. Staff works sparsely with other department or systems regarding grant	Staff maintains thorough records and files with regard to each grant a system is awarded, allowing for a streamlined process to ensure timely and accurate submissions. Staff works with all systems	Staff diligently works to ensure that all grant reimbursement files are complete and accurate, resulting in consistently timely and accurate reimbursement submissions. Staff

<p>funding questions. Staff does not assist the system with budget revisions.</p>	<p>reimbursement questions or the revisions to grant budgets. As well, staff does not interact on a regular basis with various agencies inquiring about spending projections.</p>	<p>to modify grant budgets, as the need arises. Staff works with all agencies that have questions regarding grant reimbursements or other grant related questions.</p>	<p>frequently works with systems to ensure that any budget modifications needed are updated and submitted to the state for approval. Staff consistently follows up with the state on any questions they might have regarding the revisions, as well as the status of a submitted revision. Staff has built a strong working relationship with the various agencies in which reimbursement requests are submitted, in order to ensure any information needed is provided, resulting in timely reimbursement processing.</p>
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Comments:

Teacher Recruitment

Responsibilities: Track and advertise job openings for the school site. Facilitate the sharing of job openings across school systems to facilitate coordinated recruiting efforts.

UNABLE TO RATE THIS CATEGORY

<p>Unsatisfactory <input type="checkbox"/></p>	<p>Approaching <input type="checkbox"/></p>	<p>Solid <input type="checkbox"/></p>	<p>Exemplary <input type="checkbox"/></p>
<p>Jobs are inconsistently posted to recruiting platform(s). No attempt at communication with school site administration is made by the recruitment representative. Jobs posted are consistently out of date or inaccurate.</p>	<p>Jobs are posted to recruiting platform(s) within a sufficient amount of time. Recruitment representative makes an attempt to communicate with the school site to update openings.</p>	<p>Jobs are accurately posted to recruiting platform(s) within 12-24 hours of notification of the job opening. Recruitment representative consistently communicates with school site administration to ensure job openings are up to date.</p>	<p>Jobs are accurately posted to recruiting platform(s) within 12 hours of notification of the job opening. Recruitment representative initiates consistent communication with school site administration regarding open positions and frequently sends prospective candidates to school administration as appropriate.</p>

Comments:

Responsibilities: Track teacher licensure and notify teachers of license expiration.

UNABLE TO RATE THIS CATEGORY

<p>Unsatisfactory <input type="checkbox"/></p>	<p>Approaching <input type="checkbox"/></p>	<p>Solid <input type="checkbox"/></p>	<p>Exemplary <input type="checkbox"/></p>
<p>Licensed staff are not notified of upcoming license expiration at least 6 months in advance. No attempt is made to notify licensed staff and</p>	<p>Licensed staff are inconsistently notified of upcoming license expiration at least 6 months in advance. A modest attempt is made to notify</p>	<p>Licensed staff are consistently notified of upcoming license expiration at least 6 months in advance. Licensed staff and administration are</p>	<p>Licensed staff are consistently notified of upcoming license expiration, including an explanation of any provisions or requirements</p>

administration when a staff member's license lapses. Requests for assistance with licensure questions are ignored.	licensed staff and administration when a staff member's license lapses. Minimal assistance is offered when licensure questions arise.	notified promptly when a staff member's license lapses. Effective assistance is given to licensed staff and administration when licensure questions arise.	needed to renew the license. Licensed staff and administration are notified within 1 week of a staff member's license lapsing. Expert assistance is given when licensure questions arise.
--	---	--	---

Comments:

Responsibilities: Organize and execute teacher hiring fairs. Coordinate attendance at out of state recruiting fairs for administrators as needed.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Recruitment team makes little or no attempt to organize hiring fairs during the school year. School sites have minimal opportunity to effectively hire teachers and support staff from these events.	Recruitment team prepares and executes 2 hiring fairs per school year. There is limited organization to the hiring fairs, which leads to inconsistent recruitment opportunities for school sites.	Recruitment team effectively prepares and executes 2 hiring fairs per school year. The hiring fairs are organized and frequently assist the school sites with teacher and support staff recruitment for the current or upcoming school year.	Recruitment team effectively prepares and executes 2 highly-organized hiring fairs per school year. The school sites are consistently given the opportunity to hire teachers and support staff at these events. Feedback is acquired from school sites and implemented in future hiring fairs.

Comments:

Travel

Responsibilities: To book travel for school employees in accordance with governmental regulations.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Inadequate communication with the school and requests are not handled timely. Travel does not meet the school budget requirements (GSA standards).	Limited communication with the school. Modest attempt is made to book travel within the school budget requirements (GSA guidelines). Travel requests are not attended to in a sufficient manner.	Travel is booked in a timely manner and within school budgetary requirements (GSA guidelines).	Highly consistent communication with the school. Travel is booked in a timely manner and meets school budget requirements (GSA guidelines). Helps with travel problems when they occur.

Comments:

Responsibilities: Registers school employees for conferences when requested.

UNABLE TO RATE THIS CATEGORY

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests are ignored and conference is not booked for school employees.	Limited communication with the school regarding the conference. Conference early bird discounts and/or group rates are missed (if requested on time).	Conference is booked in a timely manner. Conference early bird and/or group discounts are applied (if requested on time).	Highly consistent communication with the school. Conference early bird and/or group discounts are applied (if requested on time).

Comments:

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

BETWEEN

DORAL ACADEMY OF IDAHO, INC.

AND

ACADEMICA IDAHO, LLC

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CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

This is an Agreement to provide services and support to a Charter School by and between Doral Academy of Idaho, Inc. (“Doral”) and Academica Idaho LLC (“Service Provider”)

WHEREAS, Doral has a contract (“the Charter”) with the Idaho Public Charter School Commission (the “State”) to operate a charter school, known as the Doral Academy of Idaho, Inc. (the “School”);

WHEREAS, the School is governed by the Board of Directors of Doral Academy of Idaho, Inc. (the “Board”);

WHEREAS, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, Doral shall ensure that its School is professionally operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has been established to provide professional services and support to public charter schools;

WHEREAS, it is Service Provider’s mission to ensure that the vision of the School’s Board of Directors is faithfully and effectively implemented;

WHEREAS, Service Provider’s officials are familiar with the governmental agencies and requirements needed to establish and operate a public charter school as well as the requirements of the Charter, all State and Federal authorities, and the local municipal and or county government which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider’s officials are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for other charter school programs;

WHEREAS, Service Provider’s officials have attended and will continue to attend local, state, and federal meetings and conferences for charter school operators and consultants;

WHEREAS, Service Provider provides services and support a network of charter schools and believes that there are benefits to having a wide variety of employment opportunities and options available to the employees of public charter schools serviced by Service Provider;

WHEREAS, it is Service Provider's duty to implement the vision of the Board of Directors, ensuring the autonomy and governing authority of the Board of Directors of Doral, and the Board of Director's duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

WHEREAS, Doral and Service Provider desire to enter into this agreement for the purpose of having Service Provider provide services and support to the School at the direction of the Board of Directors;

NOW THEREFORE, the parties to this Agreement agree as follows:

DUTIES OF SERVICE PROVIDER:

1. Recitals

The forgoing recitals are true, correct and incorporated herein.

2. Engagement

Doral engages Service Provider to provide administrative services and support to the School as more fully set forth herein. Service Provider accepts such engagement pursuant to the terms of this Agreement.

3. Duties

Service Provider will coordinate the services required to support the School, and will keep the Board updated as to all important developments with regard to the Service Provider's services. In connection with this, Service Provider will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations. Service Provider's services shall include, but not be limited to:

- a. identification, design and procurement of facilities and equipment,
- b. staffing recommendations,
- c. human resources/payroll services and coordination,
- d. regulatory compliance and state reporting,
- e. legal and corporate upkeep,
- f. public relations and marketing,

- g. the maintenance of the books and records of the School,
- h. bookkeeping, budgeting and financial forecasting.

The provider assures the Board that all uniform, system-wide reporting, record keeping, and accountability systems will be compliant with Idaho requirements. The Board will review any recommendations made by Service Provider and act upon them in the manner the Board decides.

4. Board of Directors Meetings

Service Provider will attend the meetings of the Board and the staff of the School. Service Provider shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of Idaho Code § 74-205 regarding such meetings and record keeping.

5. Record Keeping

Service Provider will maintain the records of the School at the location designated by the Board. Service Provider will ensure compliance with applicable Idaho State law and regulations requirements for record keeping. In addition, Service Provider will ensure that designated on site staff receives proper training by the State's appropriate departments for student school record keeping through its designated programs.

6. Bookkeeping

Service Provider will serve as liaison with the State to ensure the accuracy and timeliness of financial reporting and record keeping as required by the Charter and State law.

7. Staff Administration

Service Provider shall identify and propose for employment by or on behalf of Doral qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed for the School will be certified as required by Idaho State law and regulations. Service Provider shall coordinate with the Board or the Hiring Committee established by the Board to identify, recruit and select individuals for School-based positions. The Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be Doral employees or employees leased to Doral, and will not be employees of Service Provider. Service Provider shall prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees.

8. Financial Projections and Financial Statements

Service Provider will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the Idaho Financial Accounting Reporting Management System at the direction of the Board, as a means of codifying all transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by the accounting firm, will adopt accounting policies and procedures. Service Provider will prepare, with the review and approval of the Board, regular unaudited financial statements as required to be delivered to the State which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principles. These statements will be provided in advance of the deadline for submission of such reports to the State. Doral will provide the State with annual audited financial reports as required by the Charter. These reports will be prepared by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the reports. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with the Charter and generally accepted accounting principles for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than September 15th of each year.

9. Grant Solicitation

Service Provider will solicit grants available for the funding of the School from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to, federal grants programs and various continuation grants for charter schools.

10. Financing Solicitation and Coordination

Service Provider will coordinate obtaining financing from private and public sources for loans desired by the Board.

11. Other Funding Sources

Service Provider will coordinate the solicitation of School Improvement Grant funds, if available, from the appropriate state or local agencies. Similarly, Service Provider will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or

acquisition as well as other sources of funding that may become available to charter schools from time to time.

12. Annual Reporting

Service Provider will coordinate the preparation of the Annual Report for the School as required by the Idaho Public Charter School Commission or Board. The Report will be submitted to the Board for approval, and Service Provider will coordinate the delivery and review process established by the-State and Charter School legislation for the Annual Report.

13. School Board Representation

The Board President will serve as primary liaison with the State Public Charter School Authority and its officials on behalf of the School. Service Provider will also serve as a liaison of the Board to the State and its officials. In connection therewith, Service Provider’s representatives will attend required meetings and public hearings.

14. Governmental Compliance

Service Provider will advise the Board on compliance with state regulations and reporting requirements of the Charter School. Service Provider will also advise the Board on compliance with the School’s Charter with the State. The School’s Charter with the State is incorporated herein by reference.

15. Charter Renewal Coordination

Service Provider will assist the Board with renewal of the School’s Charter on a timely basis. Service Provider will negotiate the terms of the renewal Charter with the State on behalf of the Board and provide the Board with notice and seek Board approval of any renewal provisions which modify or alter the terms of the original Charter between the School and the State.

16. Facilities Identification Expansion, Design and Development

Service Provider shall meet and confer with the Board for the purpose of identifying the facilities needs of the School from year to year. In connection therewith, Service Provider shall advise the Board and assist the School in identifying, procuring and planning the design of new facilities or in the expansion of existing ones. Service Provider will identify and solicit investors to acquire and develop facilities for lease or use by the school. Where such investors are related to Service Provider or its principal, that relationship will be disclosed to the Board, and the Board’s vote of approval for such a selection, ratify that the disclosed

relationship is not disqualifying. Further, Service Provider shall recommend and retain on behalf of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

17. Systems Development

Service Provider will identify and develop a Idaho based and state compliant school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

TERM OF AGREEMENT

18. Initial Term

The term of the Agreement shall commence on _____ and shall continue through the duration of the Charter granted by the State, or other sponsor should the School’s sponsor change, unless terminated earlier, as provided herein, or modified by written agreement of the parties.

19. Renewal

At the conclusion of the term of this Agreement the parties may mutually agree, but shall have no obligation, to renew the terms of this Agreement.

20. Termination

(a) Either party may terminate this Agreement immediately for cause. Termination for cause shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement, when such breach continues for a period of thirty (30) days after written notice, or when any such breach recurs following cure, and following written notice to the other party describing the breach. Notwithstanding the above, in the event of a significant event, Doral may terminate this Agreement immediately without providing Service Provider with thirty (30) days to cure the defect. For the purposes of this Agreement, a “significant event” shall be defined as an act or omission by the Service Provider which results in a breach of the School’s Charter such that the Charter is subject to termination, interrupts the School’s operations and/or results in a threat to the School’s viability. Upon notice of termination under this Section, Doral shall only be required to pay Service Provider for services rendered through the date of the notice of termination for cause.

(b) Duties upon termination. In the event this Agreement is terminated with or without cause, the parties shall work cooperatively to ensure that the School’s operations continue without interruption. Service Provider shall immediately and peaceably deliver to Doral any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School. This Section shall survive the termination of this Agreement.

COMPENSATION

21. Base Compensation

Doral shall pay Service Provider a services and support fee in accordance with the following schedule:

Number of Students	Fee
175-225	Flat Fee \$10,000
226-325	\$75 per student per annum
326-425	\$150 per student per annum
426-525	\$225 per student per annum
526-624	\$300 per student per annum
625 or more	\$450 per student per annum

The fee shall be payable in equal monthly installments, provided that Doral shall have no obligation to pay such fee before receiving its Full Time Equivalent (FTE) funding from the State of Idaho. The fee will be payable, unless terminated, provided that Doral receives such funds. Such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received. In the event that funding is decreased in future years to an amount less than the 2020-2021 state funding, either party may request review of the base compensation amount. The Service Provider will consider lowering the fee should the school experience financial distress.

22. Additional Services

Service Provider will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation

coordination, and land use coordination. Such projects may include the engagement, at the expense of Doral, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

23. Reimbursement of Costs

Service Provider shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost. Such costs shall be split, pro-rata, with any and all other schools for which the travel was undertaken.

24. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider may defer some or all of the services and support fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the School's financial records.

OTHER MATTERS

25. Designated Contact Person

The designated contact person of Service Provider shall be the CEO of Academica Idaho, LLC - Robert B. Howell.

26. Conflicts of Interest

No officer, shareholder, employees or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors, employees or principals and any other person or entity providing goods or services to the School, Service Provider agrees to disclose the relationship to the Board.

27. Insurance and Indemnification

Service Provider shall carry liability insurance in the amount of FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00) and indemnify the School for acts or omissions of Service Provider. Service Provider agrees to provide, upon request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board. Service Provider hereby agrees to defend, indemnify, hold harmless and protect Doral, the Board, the School and their successors and assigns, from and against any and

all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "claims") which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Service Provider, its employees or agents. School shall be named as an additional insured on such policy(ies) of insurance.

28. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all if this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(3) Neither party shall assign this Agreement without the written consent of the other party;

(4) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(5) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

(6) This Agreement is not intended to create any rights of a third party beneficiary.

(7) This Agreement is made and entered into in the State of Idaho and shall be interpreted according to and governed by the laws of that state. Any action arising from this Agreement, shall be brought in a court in Ada, Idaho.

(8) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded

reasonable attorneys' fees and costs.

(9) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or at such other address as either party may designate by notice from time to time in accordance herewith:

If to Service Provider: **Academica Idaho, LLC**
6630 Surrey St.
Las Vegas, NV 89119
Attention: Robert Howell

If to Board: **Doral Academy of Idaho, Inc.**
Address
Address
Attention:

(10) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(12) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

THIS AGREEMENT was approved at a meeting of the Board of Directors of Doral held on the ___ day of _____. At that meeting, the undersigned Director of Doral was authorized by the Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Doral Academy of Idaho, Inc. Board

By: _____
Board Chair

Date: _____

ACADEMICA IDAHO, LLC

By: _____
Robert Howell, CEO

Date: _____

DRAFT

DORAL ACADEMY OF IDAHO

June 30, 2019

Dr. Mary Ann Ranells
Superintendent of Schools
West Ada School District
1303 East Central Drive,
Meridian, ID 83642

Dear Dr. Ranells,

Doral Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Meridian, Idaho area. As such, the school anticipates opening in the fall of 2020 and will serve students within the West Ada School District boundaries.

In compliance with Idaho Code §33-5205, the purpose of this letter is to inform you that, as a group of petitioners, we are seeking an authorizer for this proposed charter school and offer to attend a district board of trustees meeting, if the superintendent so requests.

Attached along with this letter is a copy of our proposed charter petition for your reference.

If you have any questions please email Carolyn Baird at carolynbairdrealstate@gmail.com.

Thank you,

Carolyn Baird
Founding Member of Doral Academy of Idaho



Proposed Governing Board of Directors

Carolyn Baird
carolynbairdrealstate@gmail.com

Jade Millington
jade.millington@gmail.com

Jennifer St. John
jennijean14@hotmail.com

Joseph Mortensen
mojoe13@gmail.com

Krystine Archer
krysti.archer@gmail.com

Lisa Mortensen
lisamort01@gmail.com

Miquelle Crosland
charleighs.angels@gmail.com

DORAL ACADEMY OF IDAHO

June 30, 2019

Dr. Paula Kellerer
Superintendent of Schools
Nampa School District
619 South Canyon Street
Nampa, ID 83686

Dear Dr. Kellerer,

Doral Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Meridian, Idaho area. As such, the school anticipates opening in the fall of 2020 and could potentially serve students within the Nampa School District boundaries.

In compliance with Idaho Code §33-5205, the purpose of this letter is to inform you that, as a group of petitioners, we are seeking an authorizer for this proposed charter school and offer to attend a district board of trustees meeting, if the superintendent so requests.

Attached along with this letter is a copy of our proposed charter petition for your reference.

If you have any questions please email Carolyn Baird at carolynbairdrealstate@gmail.com.

Thank you,

Carolyn Baird
Founding Member of Doral Academy of Idaho



Proposed Governing Board of Directors

Carolyn Baird
carolynbairdrealstate@gmail.com

Jade Millington
jade.millington@gmail.com

Jennifer St. John
jennijean14@hotmail.com

Joseph Mortensen
mojoe13@gmail.com

Krystine Archer
krysti.archer@gmail.com

Lisa Mortensen
lisamort01@gmail.com

Miquelle Crosland
charleighs.angels@gmail.com

DORAL ACADEMY OF IDAHO

June 30, 2019

Dr. N. Shalene French
Superintendent of Schools
Caldwell School District
1502 Fillmore Street,
Caldwell, ID 83605

Dear Dr. French,

Doral Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Meridian, Idaho area. As such, the school anticipates opening in the fall of 2020 and could potentially serve students within the Caldwell School District boundaries.

In compliance with Idaho Code §33-5205, the purpose of this letter is to inform you that, as a group of petitioners, we are seeking an authorizer for this proposed charter school and offer to attend a district board of trustees meeting, if the superintendent so requests.

Attached along with this letter is a copy of our proposed charter petition for your reference.

If you have any questions please email Carolyn Baird at carolynbairdrealstate@gmail.com.

Thank you,

Carolyn Baird
Founding Member of Doral Academy of Idaho



Proposed Governing Board of Directors

Carolyn Baird
carolynbairdrealstate@gmail.com

Jade Millington
jade.millington@gmail.com

Jennifer St. John
jennijean14@hotmail.com

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mojoe13@gmail.com

Krystine Archer
krysti.archer@gmail.com

Lisa Mortensen
lisamort01@gmail.com

Miquelle Crosland
charleighs.angels@gmail.com

DORAL ACADEMY OF IDAHO

June 30, 2019

Coby Dennis
Superintendent of Schools
Boise Independent School District
8169 West Victory Road,
Boise, ID 83709

Dear Mr. Dennis,

Doral Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Meridian, Idaho area. As such, the school anticipates opening in the fall of 2020 and could potentially serve students within the Boise Independent School District boundaries.

In compliance with Idaho Code §33-5205, the purpose of this letter is to inform you that, as a group of petitioners, we are seeking an authorizer for this proposed charter school and offer to attend a district board of trustees meeting, if the superintendent so requests.

Attached along with this letter is a copy of our proposed charter petition for your reference.

If you have any questions please email Carolyn Baird at carolynbairdrealstate@gmail.com.

Thank you,



Carolyn Baird
Founding Member of Doral Academy of Idaho

Proposed Governing Board of Directors

Carolyn Baird
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jennijean14@hotmail.com

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mojoe13@gmail.com

Krystine Archer
krysti.archer@gmail.com

Lisa Mortensen
lisamort01@gmail.com

Miquelle Crosland
charleighs.angels@gmail.com

Doral Academy, Inc. Data												
Florida's State Accountability Performance Framework grades schools on an A-F scale.												
Nevada's State Accountability Performance Framework grades schools on a 5-1 Star scale.												
School	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05	2003-04	2002-03
Florida												
Doral Academy, (Elementary)	A	A	A	A	A	A	A	A	A	A	A	--
Just Arts and Management Charter Middle School	A	B	--	--	--	--	--	--	--	--	--	--
Doral Academy Charter Middle School	A	A	A	A	A	A	A	A	A	A	A	--
Doral Academy of Technology	A	A	A	--	--	--	--	--	--	--	--	--
*Doral Academy Charter High School	B	A	A	A	A	A	A	A	B	B	C	A
**Doral Performing Arts and Entertainment Academy	A	A	A	A	A	A	A	A	A	--	--	--
Nevada												
Doral Academy of Nevada (Elementary)	5 Star	--	--	--	--	--	--	--	--	--	--	--
Doral Academy of Nevada (Middle School)	3 Star	--	--	--	--	--	--	--	--	--	--	--
--Indicates school was Not Yet Open.												



July 24, 2019

To Whom It May Concern:

As a business owner in the community I am writing on behalf of my agency office to express my support for the approval of DORAL ACADEMY OF IDAHO. As a father of many young children myself, I believe that this new tuition-free public charter school will benefit so many families in the local community. As our area continues to experience exponential growth, DORAL ACADEMY OF IDAHO open doors for those who choose to keep arts integrated with science and math.

Students will thrive at DORAL ACADEMY OF IDAHO through hands-on learning that incorporates music – including some instrumental and theoretical instruction throughout the school day. Students will be introduced to areas of discipline they may never otherwise experience before high-school. Arts-integration will help improve their overall performance in many if not all subject areas.

DORAL ACADEMY OF IDAHO will be a great addition to the existing tuition-free, public charter schools in Ada County. The school will bring a proven educational approach to Meridian and will serve the growing student population in our community. Potential areas for partnership with include the following:

- *participating in student-teacher-parent “career day” fairs
- *staff participation during school hrs (volunteer reading assistance, teacher assistance, etc.)

I support DORAL ACADEMY OF IDAHO and would be very happy to see a new school of choice in our community.

Sincerely,

Bruce Ritchie
Managing Owner
Allstate Office

*3120 W Belltower Dr.
Ste 175
Meridian, ID 83646 (208) 376-0548*

ANNE WATSON SORENSEN ART WFWS IWS

www.aesorensen.com (208)870-2570 aewatsonart@aol.com

July 23, 2019

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho. I believe that Doral Academy of Idaho will be an incredible asset and of great benefit to our children, families, and local community.

Doral Academy of Idaho will fill a need in our community for K-8 education focused on arts-integration. There is an ever-growing demand for greater emphasis on arts disciplines in education, and research shows that students who are introduced to career disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Ada County. Doral Academy of Idaho will bring a proven educational approach to Meridian, serving a diverse student population reflective of our community.

Potential areas for partnership include:

Speaking to students about life as a full-time professional artist and how it has impacted my life and community.

I support Doral Academy of Idaho and would be very happy to support an excellent school of choice in our community.

Sincerely,



Anne Watson Sorensen

Artist

Watercolors by Watson LLC

www.aesorensen.com

2725 N Duane Dr

Meridian ID 83646

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Meridian. I believe that Doral Academy of Meridian will be an incredible asset and of great benefit to our children, families, and local community.

Doral Academy of Meridian will fill a need in our community for K-8 education focused on Arts Integration. There is an ever-growing demand for greater emphasis on arts disciplines in education, and research shows that students who are introduced to career disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas.

Doral Academy of Meridian will be a great addition to the existing tuition-free, public charter schools in Ada County. Doral Academy of Meridian will bring a proven educational approach to Idaho, serving a diverse student population reflective of our community. Potential areas for partnership include:

Purchasing of all types of Musical instruments. Rental of Band and Orchestra instruments, we repair all types of instruments. We have a Recital Hall that Seats 100 people that could be used. We have Band and Orchestra representatives that we send out to the schools to help train Band and Orchestra teachers. We sell and install PA and audio equipment. We have rental programs for guitars. Anything musical we can be of assistance to you.

I support Doral Academy of Meridian and would be very happy to support an excellent school of choice in our community.

Sincerely,

Dunkley Music


Mark Dunkley
President



July 24, 2019

To Whom It May Concern:

I am writing to express my support for the approval of DORAL ACADEMY OF IDAHO. I believe that this new tuition-free public charter school will be an incredible asset and of great benefit to our children, families, and local community. DORAL ACADEMY OF IDAHO will fill a need in our booming community for additional choices for K-8 education focused on arts-integration.

There is an ever-growing demand for greater emphasis on arts disciplines in education, and research shows that students who are introduced to career disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas.

DORAL ACADEMY OF IDAHO will be a great addition to the existing tuition-free, public charter schools in Ada County. The school will bring a proven educational approach to Meridian and will serve the growing student population in our community. Potential areas for partnership with include the following:

- *participating in student-teacher-parent health fairs
- *providing ongoing dental services to students/families with before school hours, after-hrs, emergency services, and Saturday hours
- *offering Care Credit to those unable to pay immediately for services
- *staff participation during school hrs (specials)

I fully support DORAL ACADEMY OF IDAHO and am excited to see a new school of choice in our area.

Sincerely,

Andrew D. Baird, DDS

Owner, CEO

Eagle River Smiles



Fidelity National Title®

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho. I believe that Doral Academy of Idaho will be an incredible asset and of great benefit to our children, families, and local community.

Doral Academy of Idaho will fill a need in our community for K-8 education focused on arts-integration. There is an ever-growing demand for greater emphasis on arts disciplines in education, and research shows that students who are introduced to career disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Ada County. Doral Academy of Idaho will bring a proven educational approach to Meridian, serving a diverse student population reflective of our community. Potential areas for partnership include:

Fidelity National Title of Idaho would like to help Doral Academy of Idaho advertise their new school by providing mailing lists/labels to households with K-8 children within the WestAda School District. We will also provide paper, ink and postage for the mailers. Once the school is established, we will continue our partnership by providing education in our area of expertise to older students to help them prepare for their financial future.

I support Doral Academy of Idaho and would be very happy to support an excellent school of choice in our community.

Sincerely,

Phil Archer
VP / Treasure Valley Manager
Fidelity National Title

485 E Riverside Drive, Suite 200, Eagle ID 83616
3715 E Overland Road, Suite 100, Meridian ID 83642
5700 E Franklin Rd, Suite 205, Nampa ID 83687



Mayor Tammy de Weerd

City Council Members:

Luke Cavener
Ty Palmer
Treg Bernt

Joe Borton
Genesis Milam
Anne Little Roberts

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho. I think that a charter school like Doral Academy of Idaho can be an incredible asset and of great benefit to our children, families, and local community.

There is an ever-growing demand for greater emphasis on arts disciplines in education. Research shows that students who are introduced to career disciplines before high school improve their overall performance in all subject areas. Doral Academy of Idaho can meet a need in our community for K-8 education focused on arts-integration. As a school that stands apart from other local offerings like the Idaho Fine Arts Academy, the Doral Academy fills an alternate need and provides an additional opportunity to our local students and families.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Ada County. Potential areas for partnership include:

- Participation in our annual chalk art competition
- Opportunity for Doral Academy to exhibit student work in Initial Point Gallery

I support Doral Academy of Idaho as a school of choice in our community.

Sincerely,

A handwritten signature in black ink that reads "Hillary Blackstone".

Hillary Blackstone
Commissions & Committees Coordinator
Historic Preservation Commission | Meridian Arts Commission
mac@meridiancity.org

July 15, 2019

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho. I believe Doral Academy of Idaho will be an incredible asset and a great blessing to our children, families, and thriving community at large.

Doral Academy of Idaho will fill an immense need in our community for K-8 education focused on arts integration in the school. There is an ever-growing demand for greater emphasis on arts disciplines in education, and research shows students who are introduced to career disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in the great state of Idaho. Doral Academy of Idaho will bring a proven educational and systematic approach to Idaho, serving a diverse student population reflective of our community.

Potential areas for partnership include:

I would love to provide one or two Buddy Bench(s) for the school. The Buddy Bench is to help eliminate loneliness and foster friendship on the playground.

I would also like to contribute to the school by organizing an annual career day for the school.

I strongly advocate Doral Academy of Idaho and would be very pleased to support an excellent school of choice in our community.

Sincerely,

Miquelle Crosland

Owner, REALTOR®
Meridian and Eagle Homes

To Whom It May Concern:

As the owner of Motions Dance Studio, LLC, I am writing this letter of support for Doral Academy of Idaho.

The goals of Doral Academy of Idaho provide for a systematic approach to raising academic achievement of students in Meridian, Idaho. The recent history of Doral Academy of Idaho partner schools demonstrates the commitment of school personnel to developing arts-integration based on educational research and providing the support necessary to successfully implement these programs. The result has been continuous improvement in the academic achievement of students.

As the owner of Motions Dance Studio, LLC, I highly support Doral Academy of Idaho and believe the implementation of this program will provide data that can be used for increasing academic achievement in school districts throughout our country.

Respectfully,

Brianna L Nelson

Owner
Motions Dance Studio, LLC



To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho. I believe that Doral Academy of Idaho will be an incredible asset and of great benefit to our children, families, and local community.

Doral Academy of Idaho will provide greater emphasis on arts disciplines in education. This will be a benefit to our community as the arts provide another way to explore and learn concepts presented in education.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Ada County. Doral Academy of Idaho will bring a proven educational approach to Idaho, serving a diverse student population reflective of our community.

Doral Academy of Idaho and A New Leaf can explore ways in which A New Leaf can partner or provide support to the school as they continue to prepare for opening their doors.

I support Doral Academy of Idaho and would be very happy to support an excellent school of choice in our community.

Sincerely,

Keith Crownover
President
A New Leaf

A New Leaf, Inc.
2548 N. Stokesberry Place • Meridian, ID 83646
(208) 939-3888 • (208) 939-5599 Fax
contactus@anewleaf.info

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Ada County. Doral Academy of Idaho will bring a proven educational approach to Meridian, serving a diverse student population reflective of our community.

Small Horse would be interested in developing a partnership with Doral Academy to explore ways to ensure that play and physical activity is integrated into the curriculum as well.

I support Doral Academy of Idaho and would be very happy to support an excellent school of choice in our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick St. John". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Nick St. John
CEO
Small Horse Technology, Inc



317 W. Cherry Lane
Meridian, ID 83642

1664 Woodsage, Ste 110
Meridian, ID 83642

5898 S. Quamash Way
Boise, ID 83716

July 30, 2019

To whom it may concern,

I am writing this letter to indicate my strong support for the approval of Doral Academy of Idaho. I am truly delighted to learn about our community's potential opportunity to benefit from the opening of a new tuition-free public charter school. As I have learned about the high caliber of education Doral Academy of Idaho provides, I feel strongly that our children and ultimately our community will prosper from its establishment. I also believe that its goals and mission are conducive to the long term educational development and growth of our children.

I am certain that Doral Academy of Idaho will be an important asset to our area. Truly, our community is in need of additional educational opportunities and choices. This program would meet this great need.

In closing, I would again like to strongly affirm my support for this wonderful opportunity and I hope that my opinion as a mother and business woman will be noted in this important decision. I sincerely appreciate the opportunity to voice my opinion and appreciate your consideration.

Sincerely,

Dr. Julie L. Hess

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: JILL

Guardian/Parent Last Name: MCKNIGHT

Street Address: 2612 NW 12TH

City: MERIDIAN

State: ID

Zip Code: 83646

Home Phone: _____

Work Phone: _____

Mobile Phone: 208.263.6310

Email Address: KZMAMA@HOTMAIL.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: MERIDIAN ELEMENTARY

How did you hear about us? FRIEND

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: Jill McKnight

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: BRANDI

Guardian/Parent Last Name: COOK

Street Address: 2066 W. VERONA DR.

City: MERIDIAN

State: IDAHO

Zip Code: 83646

Home Phone: _____

Work Phone: _____

Mobile Phone: 208-841-3733

Email Address: BLDCLOG@YAHOO.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: HUNTER ELEM.

How did you hear about us? NEIGHBOR

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: BRANDA COOK

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: NATALEE

Guardian/Parent Last Name: WEBB

Street Address: 1749 W. TANERO ST.

City: MERIDIAN

State: IDAHO

Zip Code: 83646

Home Phone: _____

Work Phone: _____

Mobile Phone: 208-761-4632

Email Address: NATALEE.WEBB622@GMAIL.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: HUNTER ELEM.

How did you hear about us? NEIGHBOR

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: Natalee Webb

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: DANIEL & TRISTA

Guardian/Parent Last Name: GIBSON

Street Address: 3821 N. COOL RIVER WAY

City: MERIDIAN

State: IDAHO

Zip Code: 83646

Home Phone: _____

Work Phone: _____

Mobile Phone: 208-615-1874

Email Address: DANIELTRISTAG@GMAIL.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: HOMESCHOOLING

How did you hear about us? NEIGHBOR

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: Daniel & Trista Gibson

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: JOY

Guardian/Parent Last Name: BURNINGHAM

Street Address: 2257 W. SAN REMO DR.

City: MERIDIAN

State: IDAHO

Zip Code: 83646

Home Phone: _____

Work Phone: _____

Mobile Phone: 208.995.9221

Email Address: JOYBURNINGHAM@GMAIL.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: HOMESCHOOLING NOW

How did you hear about us? NEIGHBOR

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: Joy Burningham

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: DANAKA

Guardian/Parent Last Name: STANGER

Street Address: 2126 W. ASTONTE STREET

City: MERIDIAN

State: IDAHO

Zip Code: 83616

Home Phone: _____

Work Phone: _____

Mobile Phone: 208-250-8061

Email Address: SANDDSTANGER@GMAIL.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: COMPASS CHARTER

How did you hear about us? FROM NEIGHBOR

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: Danaka Stanger

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

Idaho Principal Evaluation Framework

Domain 1 – School Climate: *An educational leader promotes the success of all students by advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development. An educational leader articulates and promotes high expectations for teaching and learning while responding to diverse community interest and needs.*

1a. School Culture: *Principal establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow’s careers and life endeavors.*

Unsatisfactory	Basic	Proficient	Distinguished
<p>The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Is inconsistent in creating maintaining rules and policies designed to ensure a safe environment for staff and students. <input type="checkbox"/> Ignores or dismisses conflict <input type="checkbox"/> Passively listens to staff and community feedback but relies on his/her personal interpretation. <input type="checkbox"/> Barriers continue or are created due to the lack of willingness to collaborate toward improving the school setting. 	<p>The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Complies with pertinent laws and policies regarding school safety and prevention by creating a detailed school safety plan, which addresses potential physical and emotional threats. <input type="checkbox"/> Establishes rules and related consequences designed to keep students safe. <input type="checkbox"/> Responds to conflict and seeks to resolve it. <input type="checkbox"/> Alone or with school leadership team, monitors school climate by gathering data about student and staff perceptions; responds to significant issues after they arise. <input type="checkbox"/> Connects appropriate strategies and solutions to known barriers to promote a school culture of excellence, equity, and safety across all school settings. 	<p>The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Ensures that disciplinary policies and actions remove students from learning opportunities only as a last resort. <input type="checkbox"/> Ensures that staff proactively engages in conflict resolution. <input type="checkbox"/> Models and promotes positive school culture. <input type="checkbox"/> Actively elicits and uses feedback that measures the school and community perceptions and uses this data consistently to monitor and improve school climate. <input type="checkbox"/> Collaborates with all school-level stakeholders in creating opportunities to safely examine assumptions and beliefs, which may serve as barriers to a school culture that embraces diversity in race, language, gender, culture and values. 	<p>The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Collaborates with other school/district leaders to develop more effective strategies to comply with regulations, improve school safety, and ensure equitable application of safety procedures. <input type="checkbox"/> Collaborates with other school/district leaders to proactively identify physical and emotional threats and resolve them peacefully. <input type="checkbox"/> Reduces conflict in school and district setting by monitoring and promoting a positive school culture encouraging positive engagement between students, staff, and parents. <input type="checkbox"/> Systematically elicits feedback from school, district, and community and is explicit in analysis of and reflection on data and establishes actions based on data analysis. <input type="checkbox"/> Collaborates with other school/district leaders as well as with instructional staff, students, and their families in creating opportunities to safely examine deeply held assumptions and beliefs, which may serve as barriers to a school culture that embraces diversity in race, language, gender, culture, and values.

1b. Communication: *Principal is proactive in communicating the vision and goals of the school or district, the plans for the future, and the successes and challenges to all stakeholders.*

Unsatisfactory	Basic	Proficient	Distinguished
<p>The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Doesn't develop a vision for the school or develops a vision for the school with little or no collaboration with stakeholders. <input type="checkbox"/> Does not monitor school goals or plans or align them to school programs. <input type="checkbox"/> Does not create or support opportunities for departments to communicate or collaborate. <input type="checkbox"/> Uses print and/or email but does not use additional technology (e.g., website, social media) for communication to parents or other external constituents. A technology-based communications plan is not available. 	<p>The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> When making organizational decisions, refers to and requires others to reference the mission and vision, ensuring all staff know and understand it. <input type="checkbox"/> Monitors school goals, programs, and actions. <input type="checkbox"/> Facilitates clear, timely communication across the school's departments to support effective and efficient school operations. <input type="checkbox"/> Uses print and/or email and intermittently uses additional technology (e.g., website, social media) for communication to parents or external constituents. <input type="checkbox"/> Puts in place a technology-based communication plan that shows the timeline for information dissemination. 	<p>The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Ensures that stakeholders have meaningful input in the school's vision and mission, aligning with academic and social learning goals for students. <input type="checkbox"/> Adjusts the school improvement plan using data and input from stakeholders to ensure that programs and actions support the school's vision and mission. <input type="checkbox"/> Leads school staff in using multidirectional communication strategies and engages stakeholders. <input type="checkbox"/> Creates a technology-based communications plan that is based upon community members' technology use preferences and is timed to the school schedule. 	<p>The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Leads, participates in, or advocates for changes to school or district vision and goals based on data to improve performance, school culture, and school success. <input type="checkbox"/> Through the use of multiple communication strategies, leads staff, colleagues, and community in creating and monitoring school improvement plans in alignment with the district's initiatives. <input type="checkbox"/> Collaborates with staff and community members through the use of multiple communication strategies to increase the effectiveness of internal and external communication. <input type="checkbox"/> Leads, participates in, or advocates for the use of technology or the development of technology-use communications plans to increase communication to all stakeholders regarding appropriate information for all stakeholders.

<p>1c. Advocacy: <i>Principal advocates for education, the district and school, teachers, parents, and students that engenders school support and involvement.</i></p>			
<p>Unsatisfactory The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Does not meaningfully involve all stakeholders in the school's activities. <input type="checkbox"/> Considers the community separate from the school and overlooks opportunities to engage in the community's various cultures. 	<p>Basic The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Invites community input and inconsistently uses the input to inform decisions. <input type="checkbox"/> Provides isolated opportunities for involving the community in school activities. 	<p>Proficient The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Consistently seeks and/or creates opportunities that engages the school community in activities that support teaching and learning. <input type="checkbox"/> Promotes appreciation and understanding of the community's various cultures by providing opportunities for interaction with the community within the school. 	<p>Distinguished The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Leads or collaborates on initiatives to bring the community into the school facility to better understand its initiatives, culture, and/or needs. <input type="checkbox"/> Proactively engages students, educators, parents, and community partners in building relationships that improve teaching and learning along with other emerging issues that impact district and school planning, programs, and structures.

Domain 2 – Collaborative Leadership: *An educational leader promotes the success of all students by ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment. In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. He or she uses research and/or best practices in improving the education program.*

<p>2a. Shared Leadership: <i>Principal fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth.</i></p>			
<p>Unsatisfactory The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Does not use professional learning plans to support staff professional learning. <input type="checkbox"/> Provides few advancement or leadership opportunities for staff. <input type="checkbox"/> Has not begun to develop and implement shared leadership as part of the process of shared governance. 	<p>Basic The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Through the use of professional learning plans, provides feedback on professional behavior to teachers and other staff and remediates behavior as needed. <input type="checkbox"/> Provides staff equal access to opportunities for learning, leadership, and advancement. <input type="checkbox"/> Has begun to develop and implement shared leadership as part of the process of shared governance. 	<p>Proficient The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Encourages professional growth through the use of a professional learning plan, providing opportunities for individualized professional development. <input type="checkbox"/> Creates structured opportunities for instructional staff and other staff to expand leadership. <input type="checkbox"/> Effectively develops and sustains a culture of shared leadership as part of the process of shared governance. 	<p>Distinguished The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Leads, participates in, or advocates for expanding the power of professional learning plans and their use as a tool to create dialog that promotes leaders throughout school and district. <input type="checkbox"/> Collaborates with other school/district leaders on how to facilitate structured opportunities for increased shared leadership. <input type="checkbox"/> Collaborates with other school/district leaders on how to effectively develop and sustain a culture of shared leadership as part of the process of shared governance.

<p>2b. Priority Management: <i>Principal organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities.</i></p>			
<p>Unsatisfactory The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Does not manage time effectively or prioritize activities. <input type="checkbox"/> Does not manage projects successfully, which leads to milestones and deadlines missed. <input type="checkbox"/> Lacks systems and processes for planning and managing change. <input type="checkbox"/> Cannot use or explain the use of technology to support instruction and learning. 	<p>Basic The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Prioritizes the use of school time to ensure that some staff activities focus on improvement of student learning; organizes majority of professional time to the school's priorities but may also engage in time wasting activities. <input type="checkbox"/> Manages projects using list of milestones and deadlines; impact of change is sometimes documented. <input type="checkbox"/> Establishes clear and consistent process and systems to manage change. <input type="checkbox"/> Uses email, but relies on others to facilitate communications and monitoring through the use of technology to support instruction and learning. 	<p>Proficient The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Prioritizes the use of school time to ensure that staff and student activities focus on improving student learning. <input type="checkbox"/> Applies project management to systems throughout the school and systematic monitoring and collaboration with stakeholders. <input type="checkbox"/> School staff and other stakeholders adhere to established processes and procedures in place to manage and monitor change. <input type="checkbox"/> Uses and initiates the use of technology among staff in order to support instruction and learning. 	<p>Distinguished The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Coaches or facilitates other leaders in effective use of school time by prioritizing to ensure staff and student activities focus on school priority areas and student learning. <input type="checkbox"/> Leads, participates in, or advocates for districtwide efforts to apply project management systems and facilitates systematic monitoring and collaboration with stakeholders. <input type="checkbox"/> Mentors/Coaches other school leaders in effective, transparent strategies that systematically manage and monitor change while incorporating staff and stakeholders. <input type="checkbox"/> Uses advanced features to lead effective use of a variety of technology tools to increase productivity and support instruction and learning.

<p>2c. Transparency: <i>Principal seeks input from stakeholders and takes all perspectives into consideration when making decisions.</i></p>			
<p>Unsatisfactory The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Makes decisions with little or no consultation with stakeholders. 	<p>Basic The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Is transparent with staff about allocation of resources and any expected changes. 	<p>Proficient The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Seeks input from stakeholders, and is transparent about decisions by informing stakeholders of purposes and anticipated effects of those decisions. 	<p>Distinguished The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Anticipates the possible effects of decisions to minimize unintended consequences.

2d. Leadership Renewal: *Principal strives to continuously improve leadership skills through, professional development, self-reflection, and utilization of input from others.*

<p>Unsatisfactory The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Does not write or consider a professional learning plan. <input type="checkbox"/> Does not engage in professional development opportunities. <input type="checkbox"/> Does not use self-reflection or monitoring of goals in measuring professional growth. <input type="checkbox"/> Does not address discrimination or intolerance in professional growth, reflection practices, or in the school community. Does not address problems of discrimination or intolerance in the school community. 	<p>Basic The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Completes a professional learning plan in a timely manner. <input type="checkbox"/> Engages in professional development offered to principals by the district. <input type="checkbox"/> Meets requirements for self-reflection, evaluating his/her own practice, and discussing feedback with evaluator; adjusts practice as required. <input type="checkbox"/> Pursues professional development and training to support efforts in eliminating discrimination or intolerance in the school 	<p>Proficient The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Seeks throughout the year to improve leadership skills by collaborating with colleagues, pursuing professional development that improves leadership skills, and is incorporated in a professional learning plan. <input type="checkbox"/> Uses feedback, surveys, and evaluations to inform personal professional development plans and improves practice by consistently monitoring progress and making adjustments as necessary. <input type="checkbox"/> Uses self-reflection and data that is aligned to school and district vision and/or needs. As goals are measured and achieved, leadership skills, school culture, and student learning are improved. <input type="checkbox"/> Acts as a role model against discrimination and intolerance and leads professional development/conversations as necessary so that students and staff support efforts to eradicate any of these practices from the school setting. 	<p>Distinguished The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Leads, participates in, or advocates for district efforts to improve principal professional development that improves leadership skills while incorporating these skills within professional learning plans. <input type="checkbox"/> Leads, participates in, or advocates for the use of feedback, surveys, and evaluations that inform professional development and improves professional practice by consistently monitoring progress and making adjustment as necessary. <input type="checkbox"/> Leverages opportunities to lead staff and district to systematically monitor professional development and progress towards goals using self-reflection and data to measure and improve professional skills. <input type="checkbox"/> Leads, participates in, or advocates for districtwide efforts against discrimination or intolerance.
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2e. Accountability: *Principal establishes high standards for professional, legal, ethical, and fiscal accountability self and others.*

<p>Unsatisfactory The principal</p>	<p>Basic The principal</p>	<p>Proficient The principal also</p>	<p>Distinguished The principal also</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Is not prepared, is often absent at key meetings, engages in disrespectful behaviors that do not honor others. <input type="checkbox"/> Manages fiscal responsibilities in a disordered, irresponsible way. <input type="checkbox"/> Engages in illegal or unethical conduct. <input type="checkbox"/> Does not understand policies and laws related to school and district. <input type="checkbox"/> Cannot describe how technology tools are used to collect, organize or analyze data. 	<ul style="list-style-type: none"> <input type="checkbox"/> Is prepared, participates in, and is ready to listen to and respect others in planned and unplanned meetings with periodic exceptions (sidebar conversations, distractions during planned or unplanned meetings). <input type="checkbox"/> As allowed by the district, allocates available fiscal, personnel, space, and material resources in an appropriate legal and equitable manner. <input type="checkbox"/> Does not engage in illegal or unethical conduct. <input type="checkbox"/> Understands policies and laws related to school and district and enforces or complies as necessary. <input type="checkbox"/> Encourages staff to use some technology tools to collect, organize and analyze data. 	<ul style="list-style-type: none"> <input type="checkbox"/> Is prepared, participates fully in, and is ready to listen to and respect others in planned and unplanned meetings. He/she encourages ideas and engages others in meaningful dialogue. <input type="checkbox"/> Works with others to modify educational systems, as needed, to increase their effectiveness in using and allocating fiscal, personnel, space, and material resources to meet all students' needs. <input type="checkbox"/> Meets the letter and spirit of the law, avoiding both the fact and appearance of impropriety concerning illegal or unethical behavior, while expecting students and colleagues to display professional ethical and respectful behavior at all times. <input type="checkbox"/> Effectively implements district rules, policies, and laws while enforcing clear expectations, structures, and fair rules and procedures for students and staff. <input type="checkbox"/> Conscientiously and routinely studies changes to laws and policies to maintain the school's compliance. <input type="checkbox"/> Uses/demonstrates the use of technology tools for data analysis. 	<ul style="list-style-type: none"> <input type="checkbox"/> Leads and is an example for others concerning preparation for meetings, participation, and respectful behaviors within meetings, while promoting appropriate behavior in meetings and encouraging sharing of ideas and engaging others in meaningful dialogue. Provides meaningful and timely input into the development of district and board policy. <input type="checkbox"/> Leads, participates in, or advocates for district or statewide efforts to improve the effective and efficient use of resources, supporting fiscal accountability. <input type="checkbox"/> Leads, participates in, or advocates for districtwide professional development concerning illegal or unethical conduct. <input type="checkbox"/> Leads, participates in, or advocates for conversations about district rules, policies, and laws while enforcing clear expectations, structures, and fair rules and procedures for students and staff. <input type="checkbox"/> Leads colleagues in using a systematic method to routinely study changes to laws and policies to maintain the school's compliance. <input type="checkbox"/> Leads, participates in, or advocates for the use of technology tools for data analysis.

Domain 3 – Instructional Leadership: *An educational leader promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. He or she provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program.*

3a. Innovation: *Principal seeks and implements innovative and effective solutions that comply with general and special education law.*

Unsatisfactory	Basic	Proficient	Distinguished
<p>The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Does not support or encourage staff members to refine curriculum, innovate, or improve instruction. <input type="checkbox"/> Does not provide opportunities for instructional staff to collaboratively analyze data to support individual students or groups of students. <input type="checkbox"/> Is familiar with local, state, and federal laws and policies. <input type="checkbox"/> Has not promoted the use of technology that supports student mastery of the required curriculum. 	<p>The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inconsistently provides opportunities for staff members to refine curriculum, innovate, or improve instruction OR mandates activities that are not meaningfully connected to staff engagement and/or school needs. <input type="checkbox"/> Has begun to engage instructional staff in the collaborative analysis of data to support individual students or groups of students. <input type="checkbox"/> Adheres to all local, state, and federal laws and policies and regulations while ensuring activities legally align to the connecting laws, policies, and regulations. <input type="checkbox"/> Encourages instructional staff members to have access to some technology, hardware, software, professional learning, and support. 	<p>The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Encourages opportunities for instructional staff to routinely engage in techniques to review performance data and student work to refine curriculum implementation and innovation. <input type="checkbox"/> Systematically engages instructional staff in ongoing collaborative analysis to plan for continuous improvement for each student, student group, and subgroup of students and the school as a whole. <input type="checkbox"/> Conscientiously and routinely studies changes to laws and policies while collaborating with experts concerning general and special population educational needs of students. <input type="checkbox"/> Requires, monitors, and models the use of technology that supports student mastery of the required curriculum. 	<p>The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Coaches or mentors others in the use of techniques such as action research to refine curriculum implementation and innovation. <input type="checkbox"/> Encourages members of his/her instructional staff to lead district in techniques such as action research projects to refine curriculum and drive innovation. <input type="checkbox"/> Leads, participates in, or advocates for a districtwide, systematic collaboration of instructional staff and coaches ongoing collaborative analysis to plan for continuous improvement for each student, student group, and subgroup of students and the school as a whole. <input type="checkbox"/> Routinely studies changes to laws and policies and leverages relationships with external agencies, organization, and partners to support collaboration with experts concerning general and special population educational needs <input type="checkbox"/> Coaches or leads district leadership in promoting, monitoring and modeling the use of technology to support mastery of the required curriculum.

3b. Instructional Vision: *Principal ensures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn the subject.*

Unsatisfactory	Basic	Proficient	Distinguished
<p>The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Is not familiar with and has not mapped Idaho's standards or planned for their implementation. <input type="checkbox"/> Lacks an instructional vision that includes the process of curriculum alignment, both vertically and horizontally. <input type="checkbox"/> Does not have a research-based strategic action plan regarding instruction. 	<p>The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides time, space, and opportunities for staff to align curriculum to Idaho standards per district instructional priorities. <input type="checkbox"/> Encourages staff to collaborate in the process of curriculum alignment, both vertically and horizontally. <input type="checkbox"/> Has shared a research-based strategic action plan regarding how instruction is shared and has clarified roles to enhance organizational alignment. 	<p>The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Leads and collaborates with instructional staff to align the school curriculum and instruction with Idaho standards. <input type="checkbox"/> Implements an instructional vision to fully align the curriculum horizontally and vertically with Idaho standards. <input type="checkbox"/> Collaborates with instructional staff to create a research-based strategic action plan that ensures instruction is guided and shared and clarifies roles to enhance organizational alignment. 	<p>The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Leads, participates in, or advocates for identification of best practices to align curriculum and instruction to Idaho standards. <input type="checkbox"/> Leads, participates in, or advocates for curriculum alignment through a systematic, continuous process to fully align the curriculum horizontally and vertically with Idaho standards. <input type="checkbox"/> Leads, participates in, or advocates for a research-based strategic action plan through collaboration with instructional staff that ensures instruction is guided and shared that includes a management system that clarifies roles to enhance organizational alignment.

3c. High Expectations: *Principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being.*

<p>Unsatisfactory The principal</p>	<p>Basic The principal</p>	<p>Proficient The principal also</p>	<p>Distinguished The principal also</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Communicates the need for using student data for student outcome decision making and monitoring with little to no evidence supporting efforts to actually do so. <input type="checkbox"/> Rarely uses techniques to monitor or document that instructional staff use high-impact instructional practices. <input type="checkbox"/> Does not engage instructional staff in collaborative efforts to set high standards for learners. <input type="checkbox"/> Provides few to no opportunities for staff members to participate in a collaborative process to set and use benchmarks and rubrics to generate student efficacy and responsibility. <input type="checkbox"/> Conveys an understanding of the integration of research based practices to address the whole child, but provides little evidence to support their use in practice. 	<ul style="list-style-type: none"> <input type="checkbox"/> Uses student data to monitor student success by identifying students or student groups that may be struggling. <input type="checkbox"/> Monitors and documents instructional staff's use of high-impact instructional practices. <input type="checkbox"/> Inconsistently engages instructional staff in efforts to set high standards for learners. <input type="checkbox"/> Uses benchmarks and rubrics for assessing student work; it is inconsistent across instructional staff. <input type="checkbox"/> Uses a wide range of research-based practices to address the needs of the whole child. 	<ul style="list-style-type: none"> <input type="checkbox"/> Uses student growth data to routinely collaborate with instructional staff by identifying critical gaps, and initiates modification of instruction. <input type="checkbox"/> Collaborates with instructional staff and incorporates observation to ensure that instructional staff uses high-impact instructional practices. <input type="checkbox"/> Collaborates with instructional staff to set high expectations and identify potential barriers to success for all learners. <input type="checkbox"/> Consistently uses a systematic process to set and use benchmarks and rubrics <input type="checkbox"/> Collaborates with instructional staff including a wide range of specialists to use research-based practices to address the needs of the whole child. 	<ul style="list-style-type: none"> <input type="checkbox"/> Leads, participates in, or advocates for district-wide efforts to collaboratively measure and monitor student growth data and initiate modifications as necessary. <input type="checkbox"/> Leads, participates in, or advocates for district staff in supporting the use of high-impact instructional practices across the district, monitoring effect over time. <input type="checkbox"/> Leads school and mentors district colleagues to collaborate with instructional staff to set high expectations and identify potential barriers to success for all learners. <input type="checkbox"/> Leads, participates in, or advocates for districtwide effort to use an organized collaborative process to set and use benchmarks and rubrics. <input type="checkbox"/> Leads, participates in, or advocates for a comprehensive integration of research based practices to address the whole child and also seeks advice of psychologists, nurses, social workers, learning disabilities and gifted and talented specialists, speech and language pathologists, and other experts who can help address student needs.

<p>3d. Continuous Improvement of Instruction: <i>Principal has proof of proficiency in assessing teacher performance based upon the Danielson Framework for Teaching. Aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision.</i></p>			
<p>Unsatisfactory The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Cannot provide evidence of proficiency in observation. <input type="checkbox"/> Does not encourage professional learning plans with staff and teachers during the evaluation process. 	<p>Basic The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides evidence of evaluator proficiency in assessing teacher performance with accuracy and consistency based upon Danielson Framework for Teaching. <input type="checkbox"/> Implements professional learning plans with staff and teachers during the evaluation process, using self-reflection, student growth goals and formative and summative conversations at the beginning and ending of each year. 	<p>Proficient The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Consistently provides evidence of evaluator proficiency by annually renewing and recalibrating proficiency at assessing teacher performance, based upon Danielson Framework for Teaching. <input type="checkbox"/> Consistently and effectively implements professional learning plans for staff and teachers in the evaluative process, ensuring that staff incorporate reflective goal setting practices prior to the school year. <input type="checkbox"/> Collects formative assessment and student growth data during the course of the school year, which informs summative evaluation and staff's instructional goals, using a cyclical process to improve instructional practices. 	<p>Distinguished The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Supports the development in measuring and analysis of district's instructional leaders' proficiency levels based upon Danielson Framework, determined annually and supports professional development (PD) based upon levels of proficiency. Adequately monitors plan implementation. <input type="checkbox"/> Supports district leadership staff in using professional learning plans, supporting teachers and staff in incorporating reflective goal setting prior to the year and at year's end.

<p>3e. Evaluation: <i>Principal uses teacher evaluation and other formative feedback mechanisms to continuously improve teacher effectiveness.</i></p>			
<p>Unsatisfactory The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Does not adhere to legal state and district requirements for teacher and staff evaluation. 	<p>Basic The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adheres to legal state and district requirements for teacher and staff evaluation. 	<p>Proficient The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides formative and summative evaluation feedback to staff and teachers, informing them of the effectiveness of their classroom instruction and ways to improve their instructional practices using some data to inform professional development decisions. 	<p>Distinguished The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Utilizes multiple measures to evaluate staff members and teachers, informing them of the effectiveness of their instruction; uses evaluation results to inform professional development decisions.

3f. Recruitment and Retention: <i>Principal recruits and maintains a high quality staff.</i>			
<p>Unsatisfactory The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Has little success in recruiting, selecting, or hiring highly qualified and effective personnel. <input type="checkbox"/> Creates a work environment for teachers where staff feels isolated and unvalued. <input type="checkbox"/> Has little to no support or ongoing mentoring or coaching in place. 	<p>Basic The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Has had some success in recruiting, selecting, and hiring highly qualified personnel, based on selection process on district policy. <input type="checkbox"/> Work environment leads some staff to view themselves as members of a team where efforts are valued by some. <input type="checkbox"/> The school has established a mentoring system where teachers meet occasionally, supporting where they can. 	<p>Proficient The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Actively recruits, carefully selecting and hiring highly qualified and highly effective personnel based on school needs and selection process on district policy. <input type="checkbox"/> Emphasis of school environment leads staff to view themselves as members of a team, where staff achievements are consistently celebrated on a regular basis and where members feel valued. <input type="checkbox"/> Has established a structured, comprehensive and sustained mentoring or coaching program designed to provide varied and scaffolded supports where new teachers are supported in an individualized mentoring or coaching program. 	<p>Distinguished The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Leads, participates in, or advocates for district efforts to recruit and retain a highly qualified and highly effective personnel, encouraging diversity in school staff. <input type="checkbox"/> Leads, participates in, or advocates for the creation of a work environment for district staff and teachers where they view themselves as members of a school and district team that are harmonious, where staff achievements are routinely celebrated and district and school staff feel valued. <input type="checkbox"/> Leads, participates in, or advocates for a districtwide structured, comprehensive and sustained mentoring or coaching program where new teachers are supported in a variety of scaffolded supports, designed to be individualized for the mentoring or coaching participants.

STRONGE

**Principal
Performance
Evaluation
System**

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PART I: INTRODUCTION AND PROCESS

INTRODUCTION

The *Principal Performance Evaluation System* was developed by Dr. James Stronge & Associates. The system is used for collecting and presenting data to document performance based on well-defined job expectations. The goal is to support the continuous growth and development of each principal by monitoring, analyzing, and applying pertinent data compiled within a system of meaningful feedback.

Purposes and Characteristics

The primary purposes of the Principal Performance Evaluation System are to:

- optimize student learning and growth;
- contribute to successful achievement of the goals and objectives defined in the vision, mission, and goals of the school;
- provide a basis for leadership improvement through productive principal performance appraisal and professional growth;
- encourage collaboration between the principal and evaluator, and promote self-growth, leadership effectiveness, and improvement of overall job performance; andⁱ
- inform the employment process.

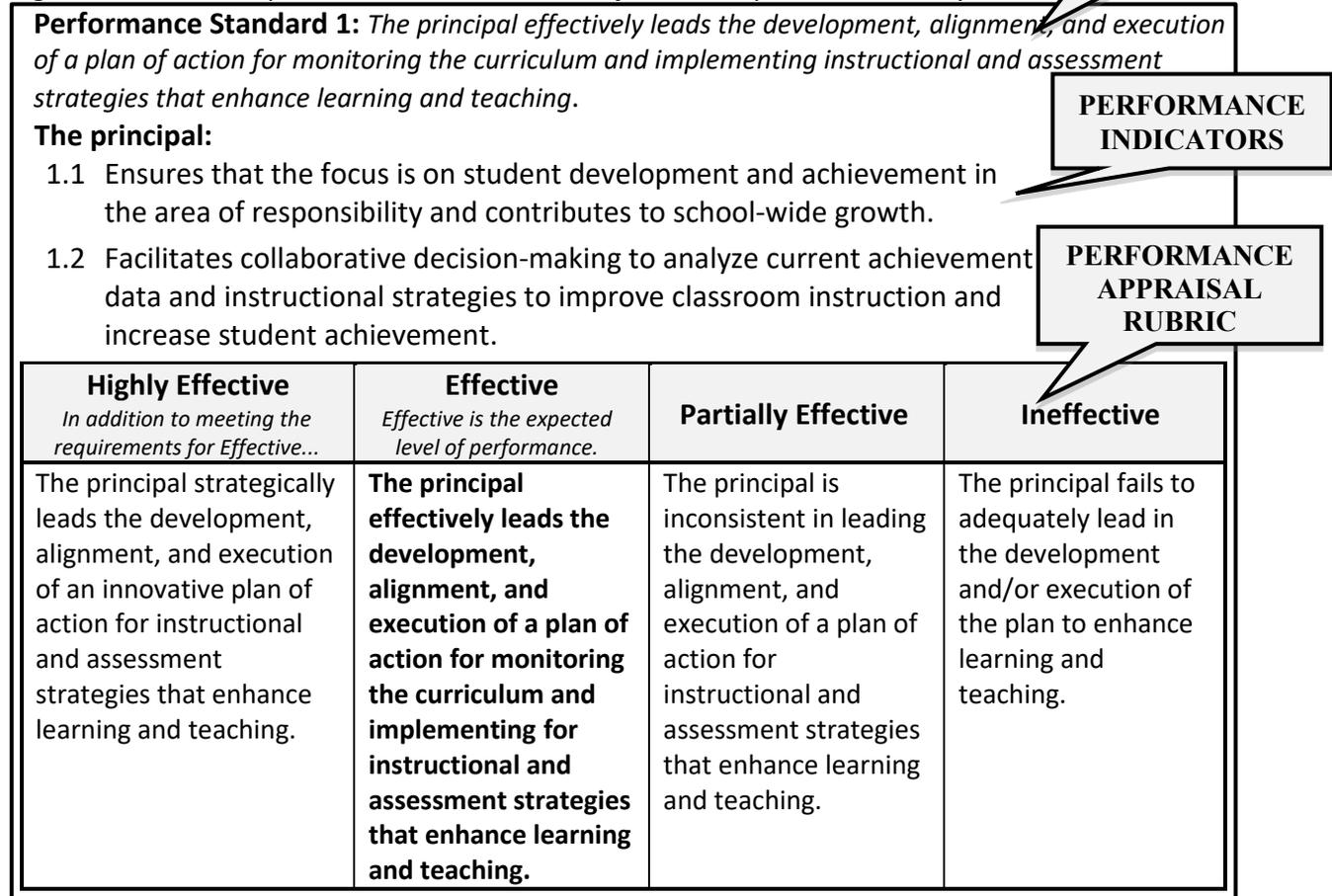
This evaluation system includes the following distinguishing characteristics:

- suggested indicators for each of the principal performance standards;
- a focus on the relationship between principal performance and improved student learning and growth;
- the use of multiple data sources for documenting performance, including opportunities for principals to present evidence of their own performance as well as student growth;
- a procedure for conducting performance reviews that stresses accountability, promotes professional improvement, and increases principals' involvement in the evaluation process; and
- a support system for providing assistance when needed.ⁱⁱ

Essential Components of the Principal Performance Evaluation System

The Principal Performance Evaluation System uses a two-tiered approach to define the expectations for principal performance consisting of seven standards and multiple performance indicators. Principals will be rated on the performance standards using performance appraisal rubrics. The relationship between these components is depicted in Figure 1.

Figure 1: Relationship between Essential Parts of the Principal Evaluation System



Performance Standards

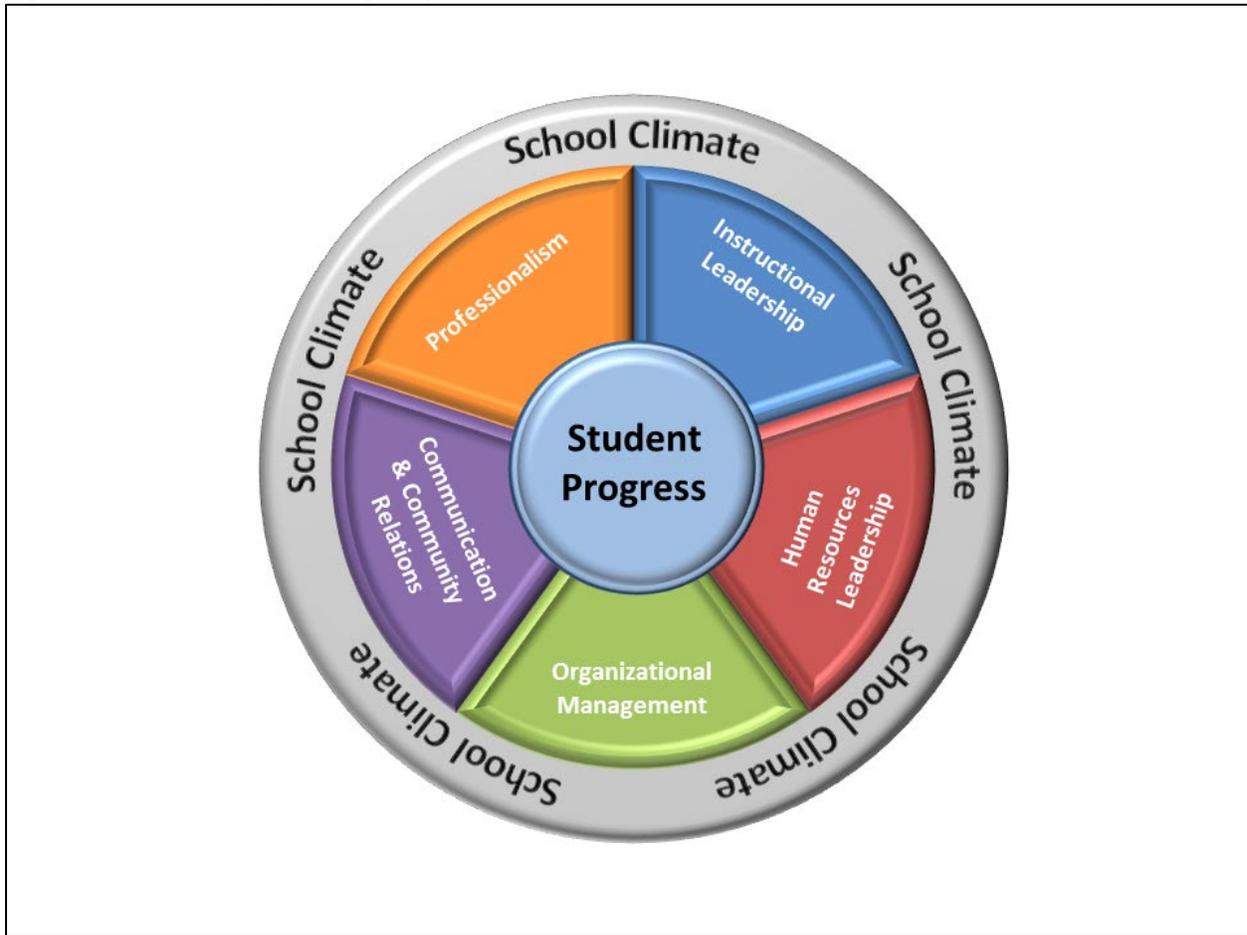
Performance standards define the criteria expected when principals perform their major duties. For all principals, there are seven performance standards (Figure 2) that served as the basis for the principal's evaluation.

Figure 2: Performance Standards

PERFORMANCE STANDARD NAME	PERFORMANCE STANDARD
1. Instructional Leadership	The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.
2. School Climate	The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.
3. Human Resources Leadership	The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.
4. Organizational Management	The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.
5. Communication and Community Relations	The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.
6. Professionalism	The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.
7. Student Progress	The principal's leadership results in student progress consistent with the school's mission and school-wide goals.

Performance Standards 1-6 deal with the processes involved in being an effective principal, while Standard 7 relates to the results of the principal's work. One way of visualizing this is shown in Figure 3.

Figure 3: Relationship among Performance Standards



Performance Indicators

Performance indicators provide examples of observable, tangible behaviors that indicate the degree to which principals are meeting each standard (see Figure 1 on page 2.). Performance indicators are provided as examples of the types of performance that will occur if a standard is being fulfilled. The list of performance indicators is not exhaustive, and they are not intended to be prescriptive. It should be noted that indicators in one standard may be closely related to indicators in another standard. The standards, themselves, are not mutually exclusive and may have overlapping aspects.

Evaluators and principals should consult the sample performance indicators for clarification of what constitutes a specific performance standard. ***Performance ratings are made at the performance standard level, NOT at the performance indicator level. Additionally, it is important to document a principal's performance on each standard with evidence generated from multiple performance indicators, but not necessarily all performance indicators.***

Performance Rubrics

The performance rubric is a summary scale that describes performance levels for each of the seven performance standards (see Figure 1 on page 2). It states the measure of performance expected of principals and provides a general description of what a rating entails at the summative stage. The rubrics are provided to increase reliability among evaluators and to help principals focus on ways to enhance their leadership practices. **The rating of *Effective* is the expected level of performance.**

DOCUMENTING PERFORMANCE

The role of a principal requires a performance evaluation system that acknowledges the contextual nature and complexities of the job. Multiple data sources provide for a comprehensive and authentic “performance portrait” of the principal’s work. The sources of information described in Figure 4 were selected to provide comprehensive and accurate feedback on principal performance.

Figure 4: *Data Sources for Principal Evaluation*

Data Source	Definition
Self-Evaluation	Self-evaluation reveals principals’ perceptions of their job performance. Results of a self-evaluation should inform principals’ personal goals for professional development.
Formative Assessment	Formative Assessment provides information on the principal’s performance.
Documentation and Artifacts	Documentation and artifacts provide evidence generated by principals to meet the seven performance standards.
Feedback Surveys	Climate surveys provide information to principals about perceptions of job performance. The actual survey responses are seen only by the principal who prepares a survey summary as part of his/her documentation and artifacts.
Goal Setting	Principals, in conjunction with their evaluators, set goals for professional growth and school improvement.

Evaluators may choose to use the optional *Principal Formative Assessment Form* in Part III to document evidence from any of these sources.

To address the contextual nature of the principal’s job, each principal should provide a school profile narrative to his or her evaluator. This may be done via the *Principal Goal Setting Form*. It is strongly recommended that the principal also discuss the unique characteristics of the school with the evaluator.

Self-Evaluation

Self-evaluation is a process by which one may reflect upon his/her performance for the purpose of self-improvement. Evidence suggests that self-evaluation is a critical component of the evaluation process and is strongly encouraged. Furthermore, self-evaluation can help a principal to target areas for professional development. A sample *Principal Self-Evaluation Form* is provided in Part III. Principals will conduct an annual self-evaluation.

Formative Assessment

Formal and informal observations provide information on the principal's performance. Evaluators should discuss various aspects of the job with the principal. This can take the form of a formal interview or a less structured discussion. The evaluator may choose to pose the standards/indicators as questions to solicit information from the principal. Through questioning, the evaluator may help the principal reflect on his or her performance, which may provide insight into how the principal is addressing the standards. It also provides an opportunity for the evaluator to offer feedback. Throughout the year, the evaluator should provide ongoing feedback through the documenting and sharing of commendations and areas for growth to ensure the principal receives feedback in a timely manner. Evaluators may use the *Principal Formative Assessment Form* in Part III or another means to record evidence from their observations and conversations.

Documentation and Artifacts

Documentation and artifacts provide an organized collection of evidence that demonstrates the educator's skills, talents, and accomplishments for the evaluation cycle. Documentation provides evaluators with information related to specific standards and provides principals with an opportunity for self-reflection, demonstration of quality work, and a basis for two-way communication with their evaluators. Documentation can confirm a principal's effort to demonstrate exemplary performance, can show continuing work at a proficient level, or can demonstrate progress in response to a previously-identified deficiency.

Artifacts should provide evidence of one or more of the performance standards. Each artifact may include a caption since the artifact will be viewed in a context other than that for which it was developed. Principals may choose to submit their material electronically or in hard-copy and they may organize the material in any way they see fit. The emphasis should be on the quality of work, not the quantity of materials presented.

A sample *Documentation and Artifact Cover Sheet* is provided in Part III. Although this sheet is optional, principals should consider using this sheet to help organize documents. The sheet provides examples of the types of material a principal might consider providing to show evidence

of proficiency in the seven performance standards. Documentation and artifact evidence is maintained by the principal until completion of the evaluation cycle.

While the preceding paragraphs have referred to the principal providing his or her own documentation as evidence of meeting the performance standards, evaluators are free to maintain their own documentation (e.g., evaluator notes or a running record) relative to the principal's performance. This type of evaluator documentation may come from a variety of sources such as those mentioned in the *Formative Assessment* section (informally observing the principal during meetings, watching his or her interactions with others, etc.). This type of documentation should be considered along with the principal's own documentation when making formative and summative assessments. As such, evaluators should write comments related to their own documentation on the optional *Principal Formative Assessment Form* or the *Principal Summative Performance Report* (see Part III), as applicable.

Feedback Surveys

Surveys are an important data collection tool used to gather data regarding perceptions of the principal's performance. Collected information may help the principal set goals for continuous school and professional improvement. Principals will administer annual teacher/staff surveys. The principal will retain access to the surveys and provide a summary of the surveys to the evaluator as part of the documentation and artifacts. Part III contains examples of *Teacher/Staff Surveys*, *a Parent Survey*, and *a Survey Summary Form*.

Goal Setting

Goal setting includes two key components: 1) professional growth goals, and 2) school improvement/student progress goals. One approach to linking student progress to principal performance involves building the capacity for principals and their supervisors to interpret and use student achievement data, and other relevant measures of student and school success, to set target goals for student and school improvement. Whenever possible, measures of student performance and growth should be documented. Appendix A provides references pertaining to goal setting.

Professional Growth Goals

At least one professional growth goal should be developed collaboratively with the evaluator. Professional growth goals should facilitate the translation of growth needs identified through self-reflection and other processes into areas of focus for principals to strengthen their competencies in the identified growth areas. This goal should become the focus of professional growth activities, support, and on-going reflection.

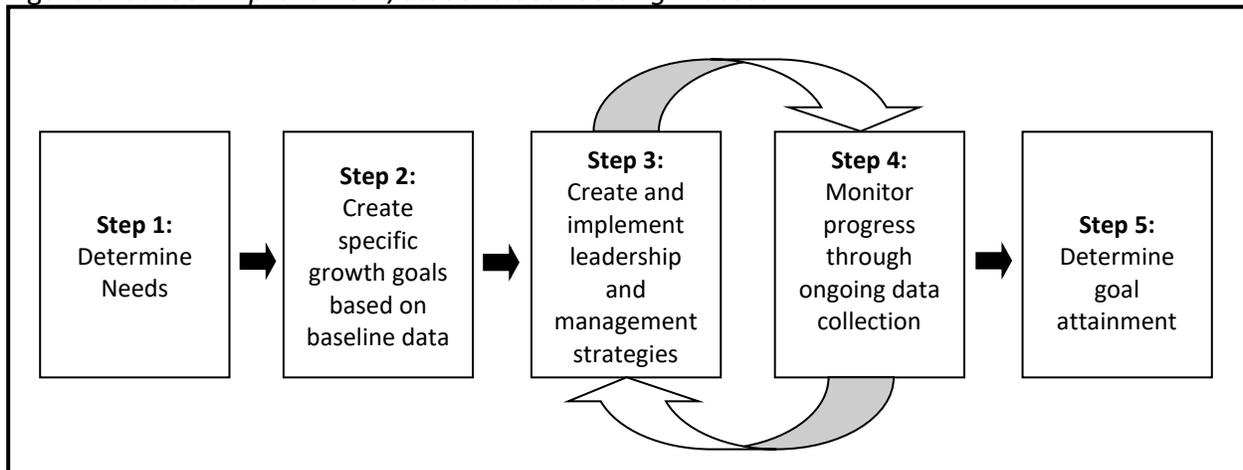
School Improvement/Student Progress Goals

Principals are responsible for setting at least two goals that are tied directly to school improvement and student progress and/or to the school’s strategic plans. The evaluator and the principal meet to discuss the baseline data and review the annual goals. The goals should be criterion-referenced and customized for the particular school and its student population. The *Principal Goal Setting Form* in Part III may be used for developing and assessing student growth goals. Goals should be measured at the beginning of the year, at mid-year, and at the end of the year to determine the differences. In addition, there should be annual reporting and updates on annual goals and targets.

Goal Setting Process

Goal setting involves several steps, beginning with knowing where students are, as a whole, in relation to what is expected of them. Principals then set specific, measurable goals based on both the demands of the curriculum and the needs of the students. The next part of the process is recursive in that the principal creates and implements strategies and monitors progress, and then makes adjustments to the strategies, as needed. Finally, a summative judgment is made regarding goal attainment over a specific period of time. Figure 5 depicts these steps.

Figure 5: *School Improvement/Student Goal Setting Process*ⁱⁱⁱ



Examples of Student Progress Data

To be able to measure goal attainment, principals must identify valid measures of student progress appropriate to their school settings. Figure 6 shows suggested focus areas for goal setting that provide measures of student progress focused on school improvement.

Figure 6: *Examples of Measures of Student Progress Data**

- Pattern of improvement in standardized assessment scores
- Pattern of improvement in subgroup achievement on standardized assessments
- Pattern of improvement across grade levels on standardized assessments
- Achievement gaps between and among subgroups on standardized assessments
- Achievement gaps, as identified by early childhood literacy assessments, between and among subgroups of students identified for reading intervention in grades K-2 and of students identified as meeting the High Benchmark status in second semester of grade one
- The percentage of students meeting the early childhood literacy assessments benchmark for Concept of Word in spring of kindergarten
- The percentage of students making the targeted growth in Instructional Oral Reading Level, as measured by valid early childhood literacy assessments, in grades one through three
- The percentage of elementary students successfully meeting Curriculum Based Measurement benchmarks in English/reading, mathematics, science, and history and social science
- The number/percent of students with disabilities meeting their Individualized Education Plan (IEP) goals
- Percentage of first- through third-grade students reading on grade level
- Percentage of middle school students taking high school level courses
- Nonacademic core middle or high school classes or students receiving prestigious awards on a consistent basis (e.g., art, music, band, speech)
- Proportion of students enrolled in AP/IB classes
- Proportion of students, who enroll in and are successful taking Algebra I by eighth grade
- Percent of students scoring at/above the U.S. average for college-bound seniors on the SATs
- Percent of students involved in one or more extracurricular activities

* Note: This list is composed merely of examples and should be considered as illustrative. The actual measures are to be determined at the individual school level.

Quantitative measures of student progress based on validated achievement measures that already are being used locally should be the first data considered when determining local progress measures; other measures are recommended for use when two valid and direct measures of student progress are not available. Schools should establish criteria for successful goal attainment prior to the start of the action cycle.

Developing Goals

Goals are developed early in the school year. The goals describe observable behavior and/or measurable results that would occur when a goal is achieved. The acronym SMART (Figure 7) is a useful way to self-assess a goal's feasibility and worth.

Figure 7: *Acronym for Developing Goals*

S pecific:	The goal is focused.
M easurable:	An appropriate instrument/measure is selected to assess the goal.
A ppropriate:	The goal is within the principal's control to effect change.
R igorous, but Realistic:	The goal is feasible for the principal and/or school.
T ime-bound:	The goal is measured within a single school year.

Submission of the Goal Setting Form

Principals complete a draft of their goals and schedule a meeting with their evaluators to look at the baseline data and discuss the proposed goal. Each year principals are responsible for submitting their goals to their evaluator prior to the end of the first month of school.

Mid-Year Review of Goals

A mid-year review of progress toward the goal is held for all principals. At the evaluator's discretion, this review may be conducted through peer teams or in another format that promotes discussion, collegiality, and reflection. It is the evaluator's responsibility to establish the format and select the time of the review.

End-of-Year Review of Goal

By the appropriate date, as determined by the evaluator, each principal is responsible for assessing the professional growth made on goals and for submitting documentation to the evaluator. A principal may find it beneficial to draft the next year's goals as part of the reflection process in the event the goal has to be continued and/or revised. By mutual agreement, evaluators and individual principals may extend the due date for the end-of-year reviews in order to include the current year's data. In addition, as noted in the measures of academic achievement/growth noted on the previous page, data from previous years may be used to demonstrate a pattern toward attainment of goals.

RATING PRINCIPAL PERFORMANCE

The role of a principal requires a performance evaluation system that acknowledges the contextual nature and complexities of the job. For an evaluation system to be meaningful, it must provide its users with relevant and timely feedback. To facilitate this, evaluators should conduct both formative and summative evaluations of principals. While the Head of School has the ultimate responsibility for ensuring that the evaluation system is executed faithfully and effectively, other administrators may be designated by the evaluator to supervise, monitor, and assist with the multiple data source collection.

Definitions of Ratings

The rating scale provides a description of four levels of how well the standards (i.e., duties) are performed on a continuum from *highly effective* to *ineffective*. The definitions in Figure 8 offer general descriptions of the ratings. *Note:* Ratings are applied to the seven performance standards, not to performance indicators. Principals are expected to perform at the *effective* level.

Figure 8: *Definitions of Terms used in Rating Scale*

Category	Definition
Highly Effective	The principal performing at this level maintains performance, accomplishments, and behaviors that consistently and considerably surpass the established performance standard, and does so in a manner that exemplifies the school's mission and goals. This rating is reserved for performance that is truly exemplary and is demonstrated with significant student progress.
Effective	The principal meets the performance standard in a manner that is consistent with the school's mission and goals and has a positive impact on student progress.
Partially Effective	The principal is starting to exhibit desirable traits related to the standard, but has not yet reached the full level of proficiency expected or the principal's performance is lacking in a particular area. The principal often performs less than required in the established performance standard or in a manner that is inconsistent with the school's mission and goals and results in below average student progress.
Ineffective	The principal consistently performs below the established performance standard or in a manner that is inconsistent with the school's mission and goals and results in minimal student progress.

Mid-Year Evaluation

Principals in their first two years within the school, and thereafter as needed, will receive a mid-year evaluation to provide systematic feedback prior to the completion of a summative evaluation. Using the multiple data sources discussed previously, the evaluator will complete the *Principal Mid-Year Performance Report* (see Part III) to indicate if a principal has shown evidence of each of the performance standards. This form does not include an actual rating of performance. The evaluator will share the results of her or his assessment with the principal.

Summative Evaluation

Assessment of performance quality occurs only at the summative evaluation stage, which comes at the end of the evaluation cycle. Principals will be rated on all seven performance standards using performance appraisal rubrics (see Part II). The scale states the measure of performance expected of principals and provides a general description of what each rating entails. *Ratings are made at the performance standard level, NOT at the performance indicator level.*

Evaluators make judgments about performance of the seven performance standards based on all available evidence. After collecting information gathered through multiple data sources, the evaluator applies the four-level rating scale to evaluate a principal's performance on all standards for the summative evaluation. The summative evaluation should represent where the "preponderance of evidence" exists, based on various data sources. The evaluator records the ratings and comments on the *Principal Summative Performance Report* in Part III. The results of the evaluation must be discussed with the principal at a summative evaluation conference. *Note:* For evaluators who want determine a single summative rating, Appendix B provides an example of how a single summative rating could be calculated.

Frequency of Summative Evaluation

All principals will be evaluated summatively on an annual basis. If non-renewal of a principal is anticipated, the summative evaluation ideally will occur at least one semester prior to the end of school year, provided that the principal has had an opportunity to complete all of the *Performance Improvement Plan* activities. The evaluator will submit the signed *Principal Summative Performance Report* to the Human Resource Department. *Note:* The details for the actual evaluation schedule should be determined by the school prior to implementation. Figure 9 provides an example of a schedule that includes all components of the evaluation system.

Figure 9: Example of an Evaluation Schedule

Timeline	Activity	Task or Document	Responsibility of	
			Evaluator	Principal
First Quarter	Principals conduct self-evaluation	<i>Principal Self-Evaluation Form</i>		✓
First Quarter	Principals submit goal setting form	<i>Principal Goal Setting Form</i>		✓
First or Second Semester	Principals conduct survey	<i>Teacher/Staff Survey Parent Survey Survey Summary Form</i>		✓
Beginning of Second Semester	Evaluators complete mid-year evaluation of new principals	<i>Principal Mid-Year Performance Review</i>	✓	
Ongoing	Evaluators conduct formative assessment	<i>Principal Formative Assessment Form</i>	✓	
Mid-Year	Evaluators/principals conduct mid-year review of goal	<i>Principal Goal Setting Form</i>	✓	✓
Fourth Quarter	Principal submits documentation and artifacts	<i>Documentation and Artifact Cover Sheet</i>		✓
End of Year	Evaluators complete summative evaluation of principals	<i>Principal Summative Performance Report</i>	✓	

Documentation Records

Documentation records are maintained by both the principal and the evaluator for the entire evaluation period. At the end of an evaluation cycle, the evaluator should retain copies of the *Documentation and Artifact Cover Sheet*, *Principal Goal Setting Form*, *Principal Formative Assessment Form*, *Principal Mid-Year Performance Report* (as applicable), *Principal Summative Performance Report*, and *Performance Improvement Plan* (if needed).

IMPROVING PROFESSIONAL PERFORMANCE

To improve performance, there are two tools that may be used at the discretion of the evaluator—the Support Dialogue and the Performance Improvement Plan. Figures 10 and 11 highlight the tools

Figure 10: Tools to Increase Professional Performance

	Support Dialogue	Performance Improvement Plan
Purpose	For the principals who could benefit from targeted performance improvement OR who would like to systematically focus on his/her own performance growth.	For the principals whose work does not meet the expectations established by the school.
Initiates Process	Evaluator or principal	Evaluator
Documentation	Form Provided: None Memo or other record of the discussion/other forms of documentation at the district level	Form Required: <i>Performance Improvement Plan</i> School level Board is notified
Outcomes	Performance improvement is documented with the support dialogue continued at the discretion of the evaluator or the principal In some instances, little or no progress – the employee may be moved to a <i>Performance Improvement Plan</i>	Sufficient improvement –no longer on <i>Performance Improvement Plan</i> Partial improvement–remain on <i>Performance Improvement Plan</i> Insufficient improvement–subject to dismissal or contract non-renewal
Timeline	Short-term (e.g., 6 weeks)	Longer-term (one or more semesters)

Figure 11: Sample Prompts for Support Dialogue

<p>Sample Prompts for the Initial Conversation</p> <p><i>What challenges have you encountered in addressing _____ (tell specific concern)?</i></p> <p><i>What have you tried to address the concern of _____ (tell specific concern)?</i></p> <p><i>What support do you need in order to address you concerns?</i></p> <p>Sample Prompts for the Follow-Up Conversation</p> <p><i>Last time we met, we talked about _____ (tell specific concern). What has gone well?</i></p> <p><i>What has not gone as well?</i></p>

Performance Improvement Plan

If a principal's performance does not meet performance expectations as documented by the evaluator, the principal may be placed on a *Performance Improvement Plan*, which may be used by an evaluator at any point during the year. When a principal is placed on a *Performance Improvement Plan*, the evaluator must:

- a) provide written notification to the principal of the area(s) of concern that need(s) to be addressed;
- b) formulate a *Performance Improvement Plan* in conjunction with the principal; and
- c) review the results of the *Performance Improvement Plan* with the principal within established timelines.

Assistance may include:

- support from a professional peer or supervisor;
- conferences, classes, and workshops on specific topics; and/or
- other resources to be identified.

Resolution of Performance Improvement Plan

Prior to making a final recommendation, the evaluator will meet with the principal to review progress made on the *Performance Improvement Plan*, according to the timeline. The options for a final recommendation include:

- a) Sufficient improvement has been achieved; the principal is no longer on a *Performance Improvement Plan*.
- b) Partial improvement has been achieved but more improvement is needed; the principal may remain on a *Performance Improvement Plan*.
- c) Insufficient improvement has been achieved; the principal may be subject to dismissal or contract non-renewal.

Any appeal process is based on school policy.

PART II: PERFORMANCE STANDARDS

Principals are evaluated on the performance standards using the performance appraisal rubrics following each of the standards in this section. The performance indicators are provided as samples of activities that address the standard. **The list of performance indicators is not exhaustive, is not intended to be prescriptive, and is not intended to be a checklist. Furthermore, principals are not expected to demonstrate each performance indicator.**

Performance Standard 1: Instructional Leadership

The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 1.1 Ensures that the focus is on student development and achievement in the area of responsibility and contributes to school-wide growth.
- 1.2 Facilitates collaborative decision-making to analyze current achievement data and instructional strategies to improve classroom instruction and increase student achievement.
- 1.3 Is knowledgeable about and promotes research-based instructional best practices in the classroom.
- 1.4 Connects initiatives and innovative strategies to maximize the achievement of each learner.
- 1.5 Ensures teachers use technology and other available resources for the successful implementation of effective instructional strategies.
- 1.6 Monitors and evaluates the use of diagnostic, formative, and summative assessment to guide instructional practices and provide timely and accurate feedback to students and parents.
- 1.7 Provides collaborative leadership for the design and implementation of effective and efficient schedules that protect and maximize instructional time.
- 1.8 Supports professional development and instructional practices that incorporate the use of achievement data and results in increased student progress.
- 1.9 Participates in professional development alongside teachers.
- 1.10 Demonstrates and/or supports the importance of professional development by providing adequate time and resources for teachers and staff to participate in professional learning (e.g., peer observation, mentoring, coaching, study groups, learning teams).
- 1.11 Facilitates the evaluation of the impact of professional development on instructional practice.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal strategically leads the development, alignment, and execution of an innovative plan of action for instructional and assessment strategies that enhance learning and teaching.	The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.	The principal is inconsistent in leading the development, alignment, and execution of a plan of action for instructional and assessment strategies that enhance learning and teaching.	The principal fails to adequately lead in the development and/or execution of the plan to enhance learning and teaching.

Performance Standard 2: School Climate

The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 2.1 Incorporates knowledge of the school community (e.g., social, cultural, leadership, and political dynamics) to cultivate a positive, engaging, and balanced learning environment.
- 2.2 Models and collaboratively promotes clear and appropriately rigorous expectations, mutual respect, concern, and empathy for students, staff, parents, and school community.
- 2.3 Utilizes shared decision-making and collaboration, as applicable, to build relationships with students, staff, families, and the school community.
- 2.4 Models and encourages creativity and innovation by students, staff, and school community to promote growth and change.
- 2.5 Works with all students, staff, and the school community in a way that empowers students to take responsibility for their own growth and development.
- 2.6 Implements and monitors a safety plan that manages situations in a proactive, effective, and timely manner.
- 2.7 Involves students, staff, and the school community to create and sustain a positive, safe, and healthy learning environment.
- 2.8 Implements and communicates best practices in school-wide behavior management that are effective within the school community.
- 2.9 Listens and responds to the concerns of students, staff, families, and community members in a visible and approachable manner.
- 2.10 Respects and promotes the concept of the “whole child”.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal seeks out new opportunities and substantially improves existing programs that result in an environment where students and stakeholders thrive.	The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.	The principal is inconsistent in developing and nurturing a balanced, academically rigorous, positive, and safe school climate.	The principal fails to adequately develop and nurture a balanced, academically rigorous, positive, safe school climate.

Performance Standard 3: Human Resources Leadership

The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 3.1 Participates in the selection of highly effective staff in an equitable and professional manner as per school and legal requirements.
- 3.2 Supports building-level and school-wide orientation and mentoring processes to assist all new personnel.
- 3.3 Implements teacher and staff evaluation systems in accordance with policy, procedure, and legal requirements to ensure teacher and staff effectiveness.
- 3.4 Documents proficiencies and areas of growth through qualitative and quantitative data sources, provides timely formal and informal feedback on strengths and areas for improvement, provides support and resources for teachers and staff to improve job performance, and clearly documents and communicates performance-related concerns that may result in future employment decisions.
- 3.5 Makes appropriate recommendations relative to personnel assignment, retention, promotion, and dismissal consistent with established policies and procedures.
- 3.6 Recognizes teacher and staff contributions, provides them with professional development opportunities, and encourages leadership responsibilities.

<p>Highly Effective <i>In addition to meeting the requirements for Effective...</i></p>	<p>Effective <i>Effective is the expected level of performance.</i></p>	<p>Partially Effective</p>	<p>Ineffective</p>
<p>The principal's leadership consistently results in a highly-productive workforce (e.g., highly satisfied stakeholders, increased student learning, teacher leaders).</p>	<p>The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.</p>	<p>The principal is inconsistent and/or lacking in one or more of the following human resource leadership areas: selection, orientation, assignment, development, evaluation, and retention of quality instructional and support personnel.</p>	<p>The principal is inadequate and/or fails in one or more of the following human resource leadership areas: selection, orientation, assignment, development, evaluation, and retention of quality instructional and support personnel.</p>

Performance Standard 4: Organizational Management

The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 4.1 Demonstrates and communicates a working knowledge and understanding of, and compliance with, school policies and procedures.
- 4.2 Ensures that rules and procedures are in place and enforced to provide a safe, secure, efficient, and orderly learning environment.
- 4.3 Monitors and provides supervision of all instructional and activity programs.
- 4.4 Identifies and plans for organizational, operational, and resource-related issues and resolves them in a timely, consistent, and effective manner.
- 4.5 Secures, monitors, and allocates financial, technological, and other resources under his/her control to maximize improvement aligned to the school’s mission and goals.
- 4.6 Involves staff and stakeholders in various planning processes, shares in management decisions, and delegates duties as applicable.
- 4.7 Uses data to evaluate and improve organizational effectiveness.
- 4.8 Ensures systems and structures are in place and used to support efficiency, consistency, and clarity in his/her area of responsibility.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal consistently demonstrates expertise in organizational management (e.g., demonstrating proactive decision-making, coordinating efficient operations, maximizing available resources).	The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.	The principal is inconsistent in supporting, managing, or supervising the school’s organization, operation, and use of resources.	The principal is inadequate or fails to support, manage, or supervise the school’s organization, operation, and use of resources.

Performance Standard 5: Communication and Community Relations

The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

At the building-level...

- 5.1 Solicits student and staff input to promote effective decision-making and communication when appropriate.
- 5.2 Disseminates information in a timely manner to students and staff through multiple sources.
- 5.3 Maintains visibility and accessibility to students and staff.
- 5.4 Speaks and writes to students and staff in a clear, effective, and appropriate manner.
- 5.5 Collaborates with colleagues in the best interest of the overall school.
- 5.6 Advocates for students and acts to influence school decisions affecting student learning.
- 5.7 Communicates long- and short-term goals and the school improvement plan to staff within their area of responsibility.
- 5.8 Ensures the communication of applicable information with the head of school in a timely manner and maintains confidentiality.

With families and community...

- 5.9 Solicits input to promote effective decision-making and communication when appropriate.
- 5.10 Disseminates information in a timely manner through multiple sources.
- 5.11 Involves stakeholders in a collaborative effort to establish positive relationships.
- 5.12 Maintains visibility and accessibility.
- 5.13 Speaks and writes in a clear, effective, and appropriate manner.
- 5.14 Promotes effective school-family partnerships.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
<p>The principal proactively seeks and creates innovative and productive methods to communicate and engage with students, staff, families, and community.</p>	<p>The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.</p>	<p>The principal inconsistently communicates or collaborates on issues of importance with students, staff, families, or community.</p>	<p>The principal demonstrates inadequate or detrimental communication or collaboration on issues of importance with students, staff, families, or community</p>

Performance Standard 6: Professionalism

The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 6.1 Works within legal, ethical, and professional guidelines to improve student learning and to meet the school's requirements.
- 6.2 Adheres to and models the school's core values.
- 6.3 Models professional behavior daily, both in and out of school (e.g., confidentiality, attitude, appearance and demeanor, use of and behavior on social media, drug and alcohol use).
- 6.4 Is sensitive and culturally responsive.
- 6.5 Contributes to, enhances, and supports the development of the profession through service to the educational community (e.g., accreditation teams, interschool committees, instructor, mentor, coach, presenter, researcher).
- 6.6 Participates in professional growth opportunities and applies knowledge and skills to positively improve school effectiveness.

Highly Effective* <i>In addition to meeting the requirements for Effective...</i>	Effective* <i>Effective is the expected level of performance.</i>	Partially Effective*	Ineffective*
The principal demonstrates professional behaviors and leadership that moves the school towards exemplary performance and serves as a role model to others within the profession.	The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.	The principal is inconsistent in demonstrating professional behavior, engaging in continuous professional development, or in contributing to the profession.	The principal fails to demonstrate behavior consistent with commonly accepted professional standards, does not engage in continuous professional development, or does not contribute to the profession.

*Across all levels, principals are expected to abide by legal and ethical standards.

Performance Standard 7: Student Progress

The principal’s leadership results in student progress consistent with the school’s mission and school-wide goals.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 7.1 Gathers and analyzes data from multiple sources to use in making decisions related to student academic growth and school improvement.
- 7.2 Collaboratively develops, implements, and monitors a research-based school improvement plan that results in reducing achievement gaps and improving student academic growth and whole-child development.
- 7.3 Collaboratively develops student achievement goals and ensures they are aligned with school-wide goals for increased student academic achievement and whole-child development.
- 7.4 Collaborates with teachers and staff to monitor student progress through the analysis of multiple measures of data, applying-research-based educational strategies to meet student learning needs.
- 7.5 Assumes responsibility for and emphasizes the accomplishment of student learning goals on an on-going basis (e.g., faculty meetings, team/department meetings, professional development activities, student-parent conferences, positive interactions).
- 7.6 Provides evidence that students are meeting appropriate and measurable achievement goals.
- 7.7 Communicates assessment results to appropriate stakeholders.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal’s leadership results in a high level of student progress for all populations of student learners.	The principal’s leadership results in student progress consistent with the school’s mission and school-wide goals.	The principal’s leadership is inconsistent in meeting student progress and school-wide goals.	The principal’s leadership fails to result in meeting student progress and school-wide goals.

PART III: FORMS

INTRODUCTION

Part III contains copies of forms used during the supervision of principals (Figure 12). The evaluator maintains the forms and provides copies to the principal. At a minimum, the evaluator retains copies of the completed *Principal Formative Assessment Forms*, *Documentation Cover Sheet*, *Principal Goal Setting Form*, *Principal Interim/Annual Performance Report* (as applicable), *Principal Summative Performance Report*, and *Performance Improvement Plan* (if needed). Schools need to decide which optional forms will be used.

Figure 12: *Forms*

Form		Documentation Completed by	
		Evaluator	Principal
Planning	Evaluation Schedule		
Self-Evaluation	Principal Self-Evaluation Form		✓
Formative Assessment	Principal Formative Assessment Form <i>(optional)</i>	✓	
Documentation	Documentation and Artifact Cover Sheet <i>(optional)</i>	✓	✓
Surveys	Teacher/Staff Survey		
	Parent Survey		
	Survey Summary Form		✓
Goal Setting	Principal Goal Setting Form	✓	✓
Reports	Principal Mid-Year Performance Report	✓	
	Principal Summative Performance Report	✓	
Improvement	Support Dialogue Form <i>(optional)</i>	✓	
	Performance Improvement Plan Form	✓	

Evaluation Schedule

Directions: Heads of school may use this form to identify the schedule for completion of the various components of the Principal Performance Evaluation System.

Timeline	Activity	Task or Document	Responsibility of	
			Evaluator	Principal
	Principals conduct self-evaluation	<i>Principal Self-Evaluation Form</i>		✓
	Principals submit goal setting form	<i>Principal Goal Setting Form</i>		✓
	Principals conduct survey	<i>Teacher/Staff Survey Parent Survey Survey Summary Form</i>		✓
	Evaluators complete interim evaluation of new principals	<i>Principal Interim/Annual Performance Review</i>	✓	
	Evaluators conduct formative assessment	<i>Principal Formative Assessment Form</i>	✓	
	Evaluators/principals conduct mid-year review of goal	<i>Principal Goal Setting Form</i>	✓	✓
	Evaluators review documentation and artifacts	<i>Documentation and Artifact Cover Sheet</i>		✓
	Evaluators complete summative evaluation of principals	<i>Principal Summative Performance Report</i>	✓	

Principal Self-Evaluation Form

Directions: Principals should use this form annually to reflect on the effectiveness and adequacy of their practice based on each performance standard. Please refer to the performance indicators for examples of behaviors exemplifying each standard.

Principal: _____

Date: _____

1. Instructional Leadership

The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.

Areas of strength:

Areas needing work/strategies for improving performance:

2. School Climate

The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.

Areas of strength:

Areas needing work/strategies for improving performance:

3. Human Resources Leadership

The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.

Areas of strength:

Areas needing work/strategies for improving performance:

4. Organizational Management

The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.

Areas of strength:

Areas needing work/strategies for improving performance:

5. Communication and Community Relations

The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.

Areas of strength:

Areas needing work/strategies for improving performance:

6. Professionalism

The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.

Areas of strength:

Areas needing work/strategies for improving performance:

7. Student Progress

The principal's leadership results in student progress consistent with the school's mission and school-wide goals.

Areas of strength:

Areas needing work/strategies for improving performance:

Principal Formative Assessment Form *(optional)*

Directions: Use this form to comment on evidence related to the standards from discussions with the principal, site visitations, student progress and achievement data, and documentation provided by the principal. Evaluators may use multiple formative assessment forms, as applicable.

Principal: _____

Date: _____

Evaluator: _____

Performance Standard 1: Instructional Leadership

The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 1.1 Ensures that the focus is on student development and achievement in the area of responsibility and contributes to school-wide growth.
- 1.2 Facilitates collaborative decision-making to analyze current achievement data and instructional strategies to improve classroom instruction and increase student achievement.
- 1.3 Is knowledgeable about and promotes research-based instructional best practices in the classroom.
- 1.4 Connects initiatives and innovative strategies to maximize the achievement of each learner.
- 1.5 Ensures teachers use technology and other available resources for the successful implementation of effective instructional strategies.
- 1.6 Monitors and evaluates the use of diagnostic, formative, and summative assessment to guide instructional practices and provide timely and accurate feedback to students and parents.
- 1.7 Provides collaborative leadership for the design and implementation of effective and efficient schedules that protect and maximize instructional time.
- 1.8 Supports professional development and instructional practices that incorporate the use of achievement data and results in increased student progress.
- 1.9 Participates in professional development alongside teachers.
- 1.10 Demonstrates and/or supports the importance of professional development by providing adequate time and resources for teachers and staff to participate in professional learning (e.g., peer observation, mentoring, coaching, study groups, learning teams).
- 1.11 Facilitates the evaluation of the impact of professional development on instructional practice.

Comments:

Performance Standard 2: School Climate

The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 2.1 Incorporates knowledge of the school community (e.g., social, cultural, leadership, and political dynamics) to cultivate a positive, engaging, and balanced learning environment.
- 2.2 Models and collaboratively promotes clear and appropriately rigorous expectations, mutual respect, concern, and empathy for students, staff, parents, and school community.
- 2.3 Utilizes shared decision-making and collaboration, as applicable, to build relationships with students, staff, families, and the school community.
- 2.4 Models and encourages creativity and innovation by students, staff, and school community to promote growth and change.
- 2.5 Works with all students, staff, and the school community in a way that empowers students to take responsibility for their own growth and development.
- 2.6 Implements and monitors a safety plan that manages situations in a proactive, effective, and timely manner.
- 2.7 Involves students, staff, and the school community to create and sustain a positive, safe, and healthy learning environment.
- 2.8 Implements and communicates best practices in school-wide behavior management that are effective within the school community.
- 2.9 Listens and responds to the concerns of students, staff, families, and community members in a visible and approachable manner.
- 2.10 Respects and promotes the concept of the “whole child”.

Comments:

Performance Standard 3: Human Resources Leadership

The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 3.1 Participates in the selection of highly effective staff in an equitable and professional manner as per school and legal requirements.
- 3.2 Supports building-level and school-wide orientation and mentoring processes to assist all new personnel.
- 3.3 Implements teacher and staff evaluation systems in accordance with policy, procedure, and legal requirements to ensure teacher and staff effectiveness.
- 3.4 Documents proficiencies and areas of growth through qualitative and quantitative data sources, provides timely formal and informal feedback on strengths and areas for improvement, provides support and resources for teachers and staff to improve job performance, and clearly documents and communicates performance-related concerns that may result in future employment decisions.
- 3.5 Makes appropriate recommendations relative to personnel assignment, retention, promotion, and dismissal consistent with established policies and procedures.
- 3.6 Recognizes teacher and staff contributions, provides them with professional development opportunities, and encourages leadership responsibilities.

Comments:

Performance Standard 4: Organizational Management

The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 4.1 Demonstrates and communicates a working knowledge and understanding of, and compliance with, school policies and procedures.
- 4.2 Ensures that rules and procedures are in place and enforced to provide a safe, secure, efficient, and orderly learning environment.
- 4.3 Monitors and provides supervision of all instructional and activity programs.
- 4.4 Identifies and plans for organizational, operational, and resource-related issues and resolves them in a timely, consistent, and effective manner.
- 4.5 Secures, monitors, and allocates financial, technological, and other resources under his/her control to maximize improvement aligned to the school's mission and goals.
- 4.6 Involves staff and stakeholders in various planning processes, shares in management decisions, and delegates duties as applicable.
- 4.7 Uses data to evaluate and improve organizational effectiveness.
- 4.8 Ensures systems and structures are in place and used to support efficiency, consistency, and clarity in his/her area of responsibility.

Comments:

Performance Standard 5: Communication and Community Relations

The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

At the building-level...

- 5.1 Solicits student and staff input to promote effective decision-making and communication when appropriate.
- 5.2 Disseminates information in a timely manner to students and staff through multiple sources.
- 5.3 Maintains visibility and accessibility to students and staff.
- 5.4 Speaks and writes to students and staff in a clear, effective, and appropriate manner.
- 5.5 Collaborates with colleagues in the best interest of the overall school.
- 5.6 Advocates for students and acts to influence school decisions affecting student learning.
- 5.7 Communicates long- and short-term goals and the school improvement plan to staff within their area of responsibility.
- 5.8 Ensures the communication of applicable information with the head of school in a timely manner and maintains confidentiality.

With families and community...

- 5.9 Solicits input to promote effective decision-making and communication when appropriate.
- 5.10 Disseminates information in a timely manner through multiple sources.
- 5.11 Involves stakeholders in a collaborative effort to establish positive relationships.
- 5.12 Maintains visibility and accessibility.
- 5.13 Speaks and writes in a clear, effective, and appropriate manner.
- 5.14 Promotes effective school-family partnerships.

Comments:

Performance Standard 6: Professionalism

The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 6.1 Works within legal, ethical, and professional guidelines to improve student learning and to meet the school's requirements.
- 6.2 Adheres to and models the school's core values.
- 6.3 Models professional behavior daily, both in and out of school (e.g., confidentiality, attitude, appearance and demeanor, use of and behavior on social media, drug and alcohol use).
- 6.4 Is sensitive and culturally responsive.
- 6.5 Contributes to, enhances, and supports the development of the profession through service to the educational community (e.g., accreditation teams, interschool committees, instructor, mentor, coach, presenter, researcher).
- 6.6 Participates in professional growth opportunities and applies knowledge and skills to positively improve school effectiveness.

Comments:

Performance Standard 7: Student Progress

The principal's leadership results in student progress consistent with the school's mission and school-wide goals.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 7.1 Gathers and analyzes data from multiple sources to use in making decisions related to student academic growth and school improvement.
- 7.2 Collaboratively develops, implements, and monitors a research-based school improvement plan that results in reducing achievement gaps and improving student academic growth and whole-child development.
- 7.3 Collaboratively develops student achievement goals and ensures they are aligned with school-wide goals for increased student academic achievement and whole-child development.
- 7.4 Collaborates with teachers and staff to monitor student progress through the analysis of multiple measures of data, applying-research-based educational strategies to meet student learning needs.
- 7.5 Assumes responsibility for and emphasizes the accomplishment of student learning goals on an on-going basis (e.g., faculty meetings, team/department meetings, professional development activities, student-parent conferences, positive interactions).
- 7.6 Provides evidence that students are meeting appropriate and measurable achievement goals.
- 7.7 Communicates assessment results to appropriate stakeholders.

Comments:

Commendations:

Areas of Growth:

Evaluators' Signature

Date

Documentation and Artifact Cover Sheet *(optional)*

Directions: The principal should list the items he or she plans to submit as documentation of meeting each performance standard to supplement evidence gathered through other means. Documentation may also need to be supplemented with conversation, discussion, and/or annotations to clarify the principal's practice and process for the evaluator.

Principal: _____

School: _____ School Year: _____

Standard	Examples of Documentation	Documentation Included
<p>1. Instructional Leadership <i>The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.</i></p>	<ul style="list-style-type: none"> • School improvement plan • Strategic plan • Principal's goals aligned with vision/mission/core belief statements • Leadership/school improvement team agendas • Rationale for master schedule • Student progress monitoring data analysis and action plan • Workshop agendas or summaries • Personal professional development log • Evidence of student growth data • Peer observation reports • Professional Learning Communities' minutes/agendas • Division professional development calendar • Individual professional development plans • Student IEPs/student study team minutes 	
<p>2. School Climate <i>The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.</i></p>	<ul style="list-style-type: none"> • School-wide stakeholders' survey summary report • Newsletter on student performance • Agenda on school improvement meetings with stakeholder participation • Action plans for creativity and innovation • Copy of building safety plan and drill completion log • Reports on student behavior and trends • Goal document on whole-child improvement 	
<p>3. Human Resources Leadership <i>The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.</i></p>	<ul style="list-style-type: none"> • Staff evaluation schedule including observation schedule • Evidence of teachers and staff serving as <u>leaders</u> in the school and school community • Staff evaluations • Staff recognition program • Performance Improvement Plans • Mentorship program • Professional development indicators for teachers • Professional Learning Communities' minutes • Staff meeting agendas regarding professional development focused on student learning 	

Standard	Examples of Documentation	Documentation Included
<p>4. Organizational Management <i>The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.</i></p>	<ul style="list-style-type: none"> • Budget execution reports • Student study teams minutes and IEP success rates • Case load data of students with learning needs (e.g. ELL, second language learners) • Long-range goals • Short-range goals • Data on extra and co-curricular activities • Technology integration plan • Student and faculty handbooks • Evidence of stakeholder participation in school improvement 	
<p>5. Communication and Community Relations <i>The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.</i></p>	<ul style="list-style-type: none"> • Faculty meeting agendas • Newsletters • PAC/PTO/PTA agendas • Feedback surveys • Presentation to civic/community groups • Information on shared decisions • Student led conferences • Samples of written documents to stakeholders • Log on keeping head updated on key issues • Parent workshops/classes 	
<p>6. Professionalism <i>The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.</i></p>	<ul style="list-style-type: none"> • Staff development activity agendas • Department/grade level meeting documentation • Summary of staff surveys • Professional conference attendance • Professional organization membership • Evidence of modeling/adherence to core values • Teachers log on meeting PD requirements 	
<p>7. Student Progress <i>The principal's leadership results in student progress consistent with the school's mission and school-wide goals.</i></p>	<ul style="list-style-type: none"> • Analysis of grades for the marking period • Documentation of meeting established annual goals (e.g., school improvement plan) • Data on student achievement from other valid, reliable sources • Annual assessment calendar and completion grid • Dept. and grade level meeting agenda with SMART goals • Data on annual results and trends • PD calendar aligned to school-wide goals • Teacher individual goals and results • College placement results and graduates feedback surveys • Newsletters, reports with school improvement performance 	

Teacher/Staff Survey

Principal's Name: _____ **Date:** _____

Directions: Please respond to each statement to help the principal improve his/her performance.

Key: E – Exceeds expectations of performance M – Meets expectations of performance
 D – Demonstrates unacceptable performance N – No basis for judgment

The principal...	E	M	D	N
<i>SAMPLE 1</i>				
1. Maintains open lines of communication with employees.				
2. Visits my classroom or work space.				
3. Makes helpful recommendations to me for improvement of performance.				
4. Resolves problems in a rational manner.				
5. Initiates change for the good of students and for the running of the school.				
6. Is responsive to teacher requests for needed materials and equipment.				
7. Involves teachers appropriately in decision-making.				
8. Treats all teachers fairly.				
9. Demonstrates support and trust in teachers.				
10. Keeps class interruptions to a minimum.				
11. Ensures organization procedures and routines for a safe and efficient school.				
12. Provides opportunities for identifying and participating in professional development opportunities.				
13. Demonstrates a commitment to the improvement of instruction.				
14. Encourages and promotes school improvement based on educational research and trends.				
15. Contributes to positive morale among teachers.				
16. Exhibits energy and enthusiasm.				
17. Is professional in carrying out responsibilities.				
18. Is respected by teachers.				

Areas of Strength:

Growth Opportunities:

Teacher/Staff Survey

Principal's Name: _____

Date: _____

Directions: Please respond to each statement to help the principal improve his/her performance.

Key: 4: Always or Almost Always 3: Consistently 2: Inconsistently 1: Seldom or Never
 NO: Not Observed

The principal...	4	3	2	1	NO
<i>SAMPLE 2</i>					
1. Ensures that the focus is on student development and achievement.					
2. Facilitates collaborative decision making.					
3. Is knowledgeable about and promotes research-based instructional best practices.					
4. Supports professional development and instructional practices.					
5. Participates in professional development alongside teachers.					
6. Promotes clear and appropriately rigorous expectations, mutual respect, concern, and empathy.					
7. Utilizes shared decision-making and collaboration.					
8. Involves students, staff, and the school community to create a positive, safe learning environment.					
9. Listens and responds to the concerns of staff.					
10. Recognizing teacher and staff contributions and providing professional development opportunities.					
11. Enforces rules and procedures to provide a safe and orderly learning environment.					
12. Monitors and provides supervision of all instructional and activity programs.					
13. Involves staff and stakeholders in various planning processes.					
14. Disseminates information in a timely manner.					
15. Maintains visibility and accessibility to students and staff.					
16. Speaks and writes in a clear, effective, and manner.					
17. Adheres to and models the school's core values.					
18. Models professional behavior, both in and out of school.					
19. Collaborates with teachers and staff to monitor student progress.					

The principal...	4	3	2	1	NO
<i>SAMPLE 3</i>					
1. Demonstrates fairness in decision making.					
2. Provides direction and effective leadership for the school.					
3. Encourages open, honest communication and respect for differences of opinion.					
4. Supports and/or initiates school improvement efforts.					
5. Takes appropriate action to resolve problems in a timely manner.					
6. Communicates clearly in writing and when speaking.					
7. Is approachable and easy to talk to about personal and professional matters.					
8. Demonstrates a genuine interest in students, faculty and staff.					
9. Supports faculty and their relationship with students/parents.					
10. Has the respect and confidence of the faculty.					
11. Conducts meetings effectively.					
12. Makes himself/herself available and is responsive to faculty issues.					
13. Promotes a good feeling in school (positive school climate).					
14. Demonstrates enthusiasm and energy.					
15. Remains calm under pressure; does not over-react.					

Parent Survey

Principal's Name: _____

Date: _____

Directions: Please respond to each statement to help the principal improve his/her performance.

Key: 4: Always or Almost Always 3: Consistently 2: Inconsistently 1: Seldom or Never
DK: Don't Know

The principal...	4	3	2	1	DK
1. Makes me feel comfortable contacting him/her.					
2. Treats me with courtesy and respect.					
3. Treats students with courtesy and respect.					
4. Addresses problems and concerns in a timely manner.					
5. Works collaboratively to meet my child's needs.					
6. Communicates effectively with me about my child's progress.					
7. Informs me about school expectations.					
8. Handles conferences in a professional manner.					
9. Creates a safe learning environment.					
10. Is knowledgeable about the student population.					
11. Is knowledgeable about the needed curriculum.					
12. Provides an environment that promotes learning and student achievement.					
13. Uses fair disciplinary procedures.					
14. Uses community resources available to him/her.					
15. Makes himself/herself available to students and parents.					

Comments:

Survey Summary Form

Principal's Name: _____

Date: _____

School: _____

School Year: _____ - _____

Directions: Principals should tabulate and analyze the teacher/staff surveys and provide a summary of the results. This should be included as part of the principal's documentation.

Number of Surveys Distributed	Number of Completed Surveys Returned	Percentage of Completed Surveys Returned

Teacher/Staff Satisfaction Analysis

Describe your survey population(s).

List factors that might have influenced the results.

Analyze survey responses and answer the following questions:

A) List top three areas of strength.

B) List top three areas for growth.

C) Suggested strategies for areas of growth.

Principal Goal Setting Form

Directions: This form is a tool to assist principals in setting goals that result in measurable progress. There should be goals that directly relate to school improvement goals using student achievement results. All goals should, directly or indirectly, demonstrably address Standard 7: Student Progress.

Principal: _____

School: _____ **School Year:** _____

Evaluator: _____

School Profile <i>(Describe the school setting and any unique circumstances impacting the school community as a whole.)</i>	
--	--

School Improvement/Student Progress Goal 1:

Content/Subject/Field Area <i>(Discuss the area/topic addressed based on learner achievement, school achievement results, data analysis, or observational data.)</i>		
Baseline Data <i>(What does the current data show?)</i>	<input type="checkbox"/> Data attached	
Goal Statement <i>(Describe what you want learners/program to accomplish.)</i>		
Strategy	Measurable By	Target Date

School Improvement/Student Progress Goal 2:

Content/Subject/Field Area <i>(Discuss the area/topic addressed based on learner achievement, school achievement results, data analysis, or observational data.)</i>		
Baseline Data <i>(What does the current data show?)</i>		
<input type="checkbox"/> Data attached		
Goal Statement <i>(Describe what you want learners/program to accomplish.)</i>		
Strategy	Measurable By	Target Date

Professional Growth Goal:

Goal Statement <i>(Describe what you want learners/program to accomplish.)</i>		
Means for Attaining Goal <i>(Check the standard to which the strategies relate.)</i>		
<input type="checkbox"/> 1. Instructional Leadership <input type="checkbox"/> 2. School Climate <input type="checkbox"/> 3. Human Resources Leadership <input type="checkbox"/> 4. Organizational Management <input type="checkbox"/> 5. Communication and Community Relations <input type="checkbox"/> 6. Professionalism <input type="checkbox"/> 7. Student Progress		
Strategy	Measurable By	Target Date

Mid-Year Review <i>(Describe goal progress and other relevant data.)</i>	 Mid-year review conducted on _____ Initials _____ Principal Evaluator
End-of-Year Data Results <i>(Describe accomplishments at the end of the year.)</i>	 <input type="checkbox"/> Data attached

Initial Goal Submission (due by _____ to the evaluator)

Principal's Signature: _____ Date: _____
Evaluator's Signature: _____ Date: _____

End-of-Year Review

Appropriate Data Received

Strategies used and data provided demonstrate School Improvement/Student Progress Goal 1 achieved?
 Yes Partially No

Strategies used and data provided demonstrate School Improvement/Student Progress Goal 2 achieved?
 Yes Partially No

Strategies used and data provided demonstrate Professional Growth Goal achieved?
 Yes Partially No

Principal's Signature: _____ Date: _____
Evaluator's Signature: _____ Date: _____

Principal Mid-Year Performance Report

Directions: Evaluators use this form to maintain a record of evidence documented for each performance standard. Evidence can be drawn from formative assessments, documentation and artifact review, and other appropriate data sources. Evaluators may choose to use the “Evident” or “Not Evident” boxes provided under each standard to assist with documenting the principal’s progress towards meeting the standard. This form should be maintained by the evaluator during the course of the evaluation cycle. This report is shared at a meeting with the principal held within appropriate timelines.

Principal: _____

Date: _____

Evaluator: _____

Strengths:

Areas of Improvement:

Principal’s Name: _____ Date: _____

Principal’s Signature: _____

Evaluator’s Name: _____ Date: _____

Evaluator’s Signature: _____

Performance Standard 1: Instructional Leadership

The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 1.1 Ensures that the focus is on student development and achievement in the area of responsibility and contributes to school-wide growth.
- 1.2 Facilitates collaborative decision-making to analyze current achievement data and instructional strategies to improve classroom instruction and increase student achievement.
- 1.3 Is knowledgeable about and promotes research-based instructional best practices in the classroom.
- 1.4 Connects initiatives and innovative strategies to maximize the achievement of each learner.
- 1.5 Ensures teachers use technology and other available resources for the successful implementation of effective instructional strategies.
- 1.6 Monitors and evaluates the use of diagnostic, formative, and summative assessment to guide instructional practices and provide timely and accurate feedback to students and parents.
- 1.7 Provides collaborative leadership for the design and implementation of effective and efficient schedules that protect and maximize instructional time.
- 1.8 Supports professional development and instructional practices that incorporate the use of achievement data and results in increased student progress.
- 1.9 Participates in professional development alongside teachers.
- 1.10 Demonstrates and/or supports the importance of professional development by providing adequate time and resources for teachers and staff to participate in professional learning (e.g., peer observation, mentoring, coaching, study groups, learning teams).
- 1.11 Facilitates the evaluation of the impact of professional development on instructional practice.

Comments:

Evident Not Evident

Performance Standard 2: School Climate

The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 2.1 Incorporates knowledge of the school community (e.g., social, cultural, leadership, and political dynamics) to cultivate a positive, engaging, and balanced learning environment.
- 2.2 Models and collaboratively promotes clear and appropriately rigorous expectations, mutual respect, concern, and empathy for students, staff, parents, and school community.
- 2.3 Utilizes shared decision-making and collaboration, as applicable, to build relationships with students, staff, families, and the school community.
- 2.4 Models and encourages creativity and innovation by students, staff, and school community to promote growth and change.
- 2.5 Works with all students, staff, and the school community in a way that empowers students to take responsibility for their own growth and development.
- 2.6 Implements and monitors a safety plan that manages situations in a proactive, effective, and timely manner.
- 2.7 Involves students, staff, and the school community to create and sustain a positive, safe, and healthy learning environment.
- 2.8 Implements and communicates best practices in school-wide behavior management that are effective within the school community.
- 2.9 Listens and responds to the concerns of students, staff, families, and community members in a visible and approachable manner.
- 2.10 Respects and promotes the concept of the “whole child”.

Comments:

Evident Not Evident

Performance Standard 3: Human Resources Leadership

The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 3.1 Participates in the selection of highly effective staff in an equitable and professional manner as per school and legal requirements.
- 3.2 Supports building-level and school-wide orientation and mentoring processes to assist all new personnel.
- 3.3 Implements teacher and staff evaluation systems in accordance with policy, procedure, and legal requirements to ensure teacher and staff effectiveness.
- 3.4 Documents proficiencies and areas of growth through qualitative and quantitative data sources, provides timely formal and informal feedback on strengths and areas for improvement, provides support and resources for teachers and staff to improve job performance, and clearly documents and communicates performance-related concerns that may result in future employment decisions.
- 3.5 Makes appropriate recommendations relative to personnel assignment, retention, promotion, and dismissal consistent with established policies and procedures.
- 3.6 Recognizes teacher and staff contributions, provides them with professional development opportunities, and encourages leadership responsibilities.

Comments:

Evident Not Evident

Performance Standard 4: Organizational Management

The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 4.1 Demonstrates and communicates a working knowledge and understanding of, and compliance with, school policies and procedures.
- 4.2 Ensures that rules and procedures are in place and enforced to provide a safe, secure, efficient, and orderly learning environment.
- 4.3 Monitors and provides supervision of all instructional and activity programs.
- 4.4 Identifies and plans for organizational, operational, and resource-related issues and resolves them in a timely, consistent, and effective manner.
- 4.5 Secures, monitors, and allocates financial, technological, and other resources under his/her control to maximize improvement aligned to the school’s mission and goals.
- 4.6 Involves staff and stakeholders in various planning processes, shares in management decisions, and delegates duties as applicable.
- 4.7 Uses data to evaluate and improve organizational effectiveness.
- 4.8 Ensures systems and structures are in place and used to support efficiency, consistency, and clarity in his/her area of responsibility.

Comments:

Evident Not Evident

Performance Standard 5: Communication and Community Relations

The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

At the building-level...

- 5.1 Solicits student and staff input to promote effective decision-making and communication when appropriate.
- 5.2 Disseminates information in a timely manner to students and staff through multiple sources.
- 5.3 Maintains visibility and accessibility to students and staff.
- 5.4 Speaks and writes to students and staff in a clear, effective, and appropriate manner.
- 5.5 Collaborates with colleagues in the best interest of the overall school.
- 5.6 Advocates for students and acts to influence school decisions affecting student learning.
- 5.7 Communicates long- and short-term goals and the school improvement plan to staff within their area of responsibility.
- 5.8 Ensures the communication of applicable information with the head of school in a timely manner and maintains confidentiality.

With families and community...

- 5.9 Solicits input to promote effective decision-making and communication when appropriate.
- 5.10 Disseminates information in a timely manner through multiple sources.
- 5.11 Involves stakeholders in a collaborative effort to establish positive relationships.
- 5.12 Maintains visibility and accessibility.
- 5.13 Speaks and writes in a clear, effective, and appropriate manner.
- 5.14 Promotes effective school-family partnerships.

Comments:

Evident Not Evident

Performance Standard 6: Professionalism

The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 6.1 Works within legal, ethical, and professional guidelines to improve student learning and to meet the school’s requirements.
- 6.2 Adheres to and models the school’s core values.
- 6.3 Models professional behavior daily, both in and out of school (e.g., confidentiality, attitude, appearance and demeanor, use of and behavior on social media, drug and alcohol use).
- 6.4 Is sensitive and culturally responsive.
- 6.5 Contributes to, enhances, and supports the development of the profession through service to the educational community (e.g., accreditation teams, interschool committees, instructor, mentor, coach, presenter, researcher).
- 6.6 Participates in professional growth opportunities and applies knowledge and skills to positively improve school effectiveness.

Comments:

Evident Not Evident

Performance Standard 7: Student Progress

The principal's leadership results in student progress consistent with the school's mission and school-wide goals.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 7.1 Gathers and analyzes data from multiple sources to use in making decisions related to student academic growth and school improvement.
- 7.2 Collaboratively develops, implements, and monitors a research-based school improvement plan that results in reducing achievement gaps and improving student academic growth and whole-child development.
- 7.3 Collaboratively develops student achievement goals and ensures they are aligned with school-wide goals for increased student academic achievement and whole-child development.
- 7.4 Collaborates with teachers and staff to monitor student progress through the analysis of multiple measures of data, applying-research-based educational strategies to meet student learning needs.
- 7.5 Assumes responsibility for and emphasizes the accomplishment of student learning goals on an on-going basis (e.g., faculty meetings, team/department meetings, professional development activities, student-parent conferences, positive interactions).
- 7.6 Provides evidence that students are meeting appropriate and measurable achievement goals.
- 7.7 Communicates assessment results to appropriate stakeholders.

Comments:

Evident Not Evident

Principal Summative Performance Report

Directions: Evaluators use this form prior to provide the principal with an assessment of performance. The principal should be given a copy of the form at the end of each evaluation cycle.

Principal: _____ School Year(s): _____

School: _____

Performance Standard 1: Instructional Leadership

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal strategically leads the development, alignment, and execution of an innovative plan of action for instructional and assessment strategies that enhance learning and teaching.	The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.	The principal is inconsistent in leading the development, alignment, and execution of a plan of action for instructional and assessment strategies that enhance learning and teaching.	The principal fails to adequately lead in the development and/or execution of the plan to enhance learning and teaching.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Performance Standard 2: School Climate

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal seeks out new opportunities and substantially improves existing programs that result in an environment where students and stakeholders thrive.	The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.	The principal is inconsistent in developing and nurturing a balanced, academically rigorous, positive, and safe school climate.	The principal fails to adequately develop and nurture a balanced, academically rigorous, positive, safe school climate.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Performance Standard 3: Human Resources Leadership

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal's leadership consistently results in a highly-productive workforce (e.g., highly satisfied stakeholders, increased student learning, teacher leaders).	The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.	The principal is inconsistent and/or lacking in one or more of the following human resource leadership areas: selection, orientation, assignment, development, evaluation, and retention of quality instructional and support personnel.	The principal is inadequate and/or fails in one or more of the following human resource leadership areas: selection, orientation, assignment, development, evaluation, and retention of quality instructional and support personnel.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Performance Standard 4: Organizational Management

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal consistently demonstrates expertise in organizational management (e.g., demonstrating proactive decision-making, coordinating efficient operations, maximizing available resources).	The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.	The principal is inconsistent in supporting, managing, or supervising the school's organization, operation, and use of resources.	The principal is inadequate or fails to support, manage, or supervise the school's organization, operation, and use of resources.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Performance Standard 5: Communication and Community Relations

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal proactively seeks and creates innovative and productive methods to communicate and engage with students, staff, families, and community.	The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.	The principal inconsistently communicates or collaborates on issues of importance with students, staff, families, or community.	The principal demonstrates inadequate or detrimental communication or collaboration on issues of importance with students, staff, families, or community
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Performance Standard 6: Professionalism

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal demonstrates professional behaviors and leadership that moves the school towards exemplary performance and serves as a role model to others within the profession.	The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.	The principal is inconsistent in demonstrating professional behavior, engaging in continuous professional development, or in contributing to the profession.	The principal fails to demonstrate behavior consistent with commonly accepted professional standards, does not engage in continuous professional development, or does not contribute to the profession.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Performance Standard 7: Student Progress

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal's leadership results in a high level of student progress for all populations of student learners.	The principal's leadership results in student progress consistent with the school's mission and school-wide goals.	The principal's leadership is inconsistent in meeting student progress and school-wide goals.	The principal's leadership fails to result in meeting student progress and school-wide goals.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Evaluation Summary

- Recommended for continued employment.
- Recommended for placement on a *Performance Improvement Plan*. (One or more standards are *ineffective* or two or more standards are *partially effective*.)
- Recommended for Dismissal/Non-renewal. (The principal has failed to make progress on a *Performance Improvement Plan*, or the principal consistently performs below the established standards, or in a manner that is inconsistent with the school's mission and goals.)

 Evaluator's Name

 Principal's Name

 Evaluator's Signature

 Principal's Signature *(Principal's signature denotes receipt of the summative evaluation, not necessarily agreement with the contents of the form.)*

 Date

 Date

cc: Head of School
 Personal Files
 Human Resources

Support Dialogue Form *(optional)*

Directions: Principals and evaluators may use this form to facilitate discussion on areas that need additional support. This form is optional.

What is the area of targeted support?

What are some of the issues in the area that are causing difficulty?

What strategies have you already tried and what was the result?

What new strategies or resources might facilitate improvement in this area?

Principal's Name: _____

Principal's Signature: _____ Date: _____

Evaluator's Name: _____

Evaluator's Signature: _____ Date: _____

Performance Improvement Plan Form

(Required for a Principal placed on a Performance Improvement Plan)

Principal: _____ School: _____

Evaluator: _____ School Year: _____

Part 1: Action Plan for the Performance Improvement Plan (completed collaboratively with the principal and evaluator)

Performance Standard Number	Performance Deficiencies Within the Standard to be Corrected	Resources/Assistance Provided; Activities to be Completed by the Employee	Target Dates

The principal's signature denotes receipt of the form, and acknowledgment that the evaluator has notified the employee of unacceptable performance and potential for dismissal.

Principal's Name: _____

Principal's Signature: _____ Date Initiated: _____

Evaluator's Name: _____

Evaluator's Signature: _____ Date Initiated: _____

Part II: Results of Performance Improvement Plan (completed by the principal)

Performance Standard Number	Performance Deficiencies Within the Standard to be Corrected	Results

Part III: Final Evaluator Assessment of the Principal's Performance Improvement Plan

Performance Standard Number	Performance Deficiencies Within the Standard to be Corrected	Results

Resolution of the Performance Improvement Plan:

- The performance deficiencies have been satisfactorily corrected: The principal is no longer on a *Performance Improvement Plan*.
- Partial improvement has been achieved but more improvement is needed; the principal remains on a *Performance Improvement Plan*.
- Insufficient improvement has been achieved; the principal may be subject to dismissal or contract non-renewal. The appeal process is based on school policy.

Principal's Name: _____

Principal's Signature: _____ Date Reviewed: _____

Signature denotes the review occurred, not necessarily agreement with the final recommendation.

Evaluator's Name: _____

Evaluator's Signature: _____ Date Reviewed: _____

APPENDIX A: Goal Setting References

The following references present the annotations of selected publications. This section can serve a resource and reference tool for educators who are interested in further exploring the research background on goal setting:

Anderson, S. E., Moore, S., & Sun, J. (2009). Positioning the principals in patterns of school leadership distribution. In K. Leithwood, B. Mascal, and T. Strauss (Eds.). *Distributed leadership according to the evidence* (pp. 111-136). New York: Taylor & Francis.

The book chapter presents an analysis of how leadership for school improvement was distributed in five schools in varying state and district contexts. The findings highlighted the prominence of principals in determining alternative patterns of leadership distribution in relation to specific improvement goals and initiatives.

Cawelti, G. (Ed.). (2004). *Handbook of research on improving student achievement* (3rd ed.). Arlington, VA: Educational Research Service.

In a synthesis of research on high performing schools, researchers found that these schools focused on making decisions based on data, not only at the district level, but also at the classroom and school levels, as well.

Newman, R. (2011). *Using goal setting to build an inclusive learning culture*. Available at http://www.targetedleadership.net/userfiles/file/pubs/on_target_spring2011_web.pdf.

This brief looked at how one elementary school uses goal setting – from school-wide to individual student goals – to target student achievement and create a culture of shared leadership.

Snipes, J., Doolittle, F., Herlihy, C. (2002). *Foundations for success: Case studies of how urban school systems improve student achievement*. New York: MDRC.

Case studies of five high performing urban school districts revealed that these school districts focused on (1) using data to make instructional decisions and (2) training principals and teachers in how to use assessments for learning.

Stronge, J. H., & Grant, L. W. (2009). *Student achievement goal setting: Using data to improve teaching and learning*. Larchmont, NY: Eye on Education.

This book addresses goal setting for teachers, but is useful to gain a better understanding of how to design goals, how to use data, and how to implement the goal setting process.

Togneri, W., & Anderson, W. E. (2003). *Beyond islands of excellence: What districts can do to improve instruction and achievement in all schools*. Alexandria, VA: Learning Alliance First.

In a study of five school districts that had shown improvement for at least three years in mathematics and reading for all subgroups of students as identified by No Child Left Behind data, researchers found that all five districts made decisions based on data and encouraged teachers to use data in making instructional decisions, rather than instinct.

APPENDIX B: Single Summative Rating

To calculate a single summative rating, the performance standards must be weighted. In the example below, scores are calculated using the following scale:

- Ineffective* = 1
- Partially Effective* = 2
- Effective* = 3
- Highly Effective* = 4

Figure 13 shows an example of how a cumulative summative rating would be calculated if performance standards 1-6 were weighted as 50 percent (8.3 percent each), with Standard 7 accounting for 50 percent of the evaluation.

Figure 13: *Example of Weighted Calculations*

Performance Standard	Performance Rating	Points	Weight	Weighted Total (Points x Weight)
Instructional Leadership	Highly Effective	4	.83	3.32
School Climate	Effective	3	.83	2.49
Human Resources Leadership	Effective	3	.83	2.49
Organizational Management	Effective	3	.83	2.49
Communication and Community Relations	Effective	3	.83	2.49
Professionalism	Highly Effective	4	.83	3.32
Student Progress	Highly Effective	4	5.00	20.00
Cumulative Summative Rating				36.6

The overall summative rating will be judged as *highly effective*, *effective*, *partially effective*, or *ineffective* using the following suggested range of scores:

- Ineffective* = 11 – 19
- Partially Effective* = 20 – 25
- Effective* = 26 – 34
- Highly Effective* = 35 – 40

The actual weighting and summative rating range should be determined by the school in advance of implementation of the evaluation system. *Note:* Two or more *partially effective* ratings on individual performance standards will result in an overall rating of *partially*

effective or *ineffective*. Similarly, one *ineffective* rating on any one performance standard may result in an overall *ineffective* rating.

Figure 14 provides a blank chart is provided below for evaluators who choose to calculate a single summative score

Figure 14: *Blank Chart for Weighted Calculations*

Performance Standard	Performance Rating	Points	Weight	Weighted Total (Points x Weight)
Instructional Leadership				
School Climate				
Human Resources Leadership				
Organizational Management				
Communication and Community Relations				
Professionalism				
Student Progress				
Cumulative Summative Rating				

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ENDNOTES

ⁱ Catano, N., & Stronge, J. H. (2006); Stufflebeam, D., & Nevo, D. (1991).

ⁱⁱ Joint Committee on Standards for Educational Evaluation. (2009); Marcoux, J., Brown, G., Irby, B. J., & Lara-Alecio, R. (2003); Snyder, J. & Ebmeier, H. (1990).

ⁱⁱⁱ Stronge, J. H. & Grant, L. H. (2008).



PERFORMANCE
CHARTER SCHOOL DEVELOPMENT

October 22, 2019

Idaho Public Charter School Commission
304 North 8th Street, Suite 242
Boise, Idaho 83702

RE: Doral Academy of Idaho

To Whom It May Concern:

On behalf of Performance Charter School Development (Performance) and Hawkins Companies (100% owner of Performance), I am pleased to submit this letter of interest to finance facility improvements for Doral Academy of Idaho upon approval of a charter school contract.

Performance is a full service real estate development company with offices in Boise, Idaho, Houston, Texas, and Tempe, Arizona. Performance and Hawkins Companies have completed about 300 projects across 26 states over the last 40 years. Performance supports high quality charter schools by providing financing and development services.

Performance and Hawkins Companies hold Doral Academy of Idaho in the highest regard. We are excited by the opportunity to invest in Meridian, Idaho to support quality educational options to its children and families.

If you have any questions, please contact me at 208-908-5600.

Sincerely,

Jesse Shetlar

Jesse Shetlar
President

Doral Academy of Idaho

Appendix F6 - Performance & Hawkins Letter of Support

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Miami's Choice Tsunami

Carvalho, competition, and transformation in Miami-Dade



By [Ron Matus](#)

WINTER 2020 / VOL. 20, NO. 1



DONNA VICTOR

Miami-Dade Superintendent Alberto Carvalho has ridden the wave of increased school choice in Florida.

One of the best education stories in years played out on live TV. As cameras rolled, Miami-Dade Superintendent Alberto Carvalho weighed, in public, whether to leave his 10-year, district-transforming job in Miami to become the chancellor in New York City. The drama that ensued captivated Miami.

Kids cried. Parents gasped. The school board called an emergency meeting. When Carvalho arrived, as always in the crispest of dark suits, a packed chamber gave him a standing ovation. Over the course of four hours, the crowd begged and begged and begged some more. A student asked for a hug. Business leaders said please don't go. Some sang, "Please Don't Go," by Miami disco kings KC & The Sunshine Band. One school board member said she hoped the superintendent "will continue to love us enough to stay with us." Another said bus drivers, custodians and cafeteria workers all "told me to tell you to stay."

Even Luther Campbell, aka Uncle Luke of local rap legends 2 Live Crew, made a stirring pitch: "This man here brought dignity back to that seat. So whatever is going on in this system that is pushing this man out, y'all need to straighten it out." For good measure, Campbell channeled the Category 5 hurricane of community pride that Carvalho has unleashed across one of America's most distinctive melting pots: "Mr. Carvalho, if you do decide to leave here, you got all our blessing. But ain't no place like Miami," he said, as Carvalho cracked a smile. "New York ain't got nothin' on us."

In the end, Carvalho said the “emotional tug” was too great. He would stay.

In New York, the mayor fumed. In Miami, the people cheered.

For anybody keeping tabs on public education in America, #TheCarvalhoShow of 2018, as it became known on Twitter, was surreal. A whole city just went all out to persuade its superintendent to stay? How could any urban superintendent, forever navigating the tangles of factions and fiefdoms, have this much support? From the car line and the classroom? From the “establishment” and “reformers”? From the luxury suites and the street?

Call it Carvalho’s choice. Instead of resisting the inevitable forces of choice and customization that are re-shaping public education, Carvalho and Miami-Dade chose to harness them. As the superintendent said to choice advocates this year, he and his district saw the “tsunami of choice” coming. They realized it was too powerful to avoid—and too brimming with opportunity not to embrace.

Today, nearly three quarters of Miami-Dade students are enrolled in choice programs. That makes Miami-Dade the most choice-rich district in arguably the most choice-rich state. Parents and teachers who live in Miami-Dade now access more than 500 non-district schools that didn’t exist or weren’t accessible 20 years ago, and everybody knows even more options are on the way. In Florida, innovation and disruption now bubble up from every direction. In Miami-Dade, it’s surging from a particularly aggressive charter school company, from proud little private schools, and from off-the-grid homeschooling moms.

It’s also surging from the district itself. “Bring it,” Carvalho said at iPrep Academy, a school of choice he designed. This year, 3,355 students applied for 112 open seats at iPrep. “We’re unapologetic,” he said, “about our desire to dominate choice.” Under Carvalho’s leadership, Miami-Dade has created an expanding portfolio of district choice—magnet schools, career academies, international programs—that is unrivaled in Florida and perhaps anywhere else in the country.

This plan wasn’t imposed from afar. It was hatched at home. And the district has methodically, if not gleefully, executed it. Carvalho’s popularity stems from his district’s ability to direct its own vision for change, and to document sustained progress. Its programming is dynamic. Its achievement is rising. Its stakeholders are remarkably unified. Success has led to more buy-in and more resources, which in turn has ramped up potential for more success.

Will it last? Ever more parents are demanding public education be ever more tailored to their kids’ needs, with ever more providers to choose from. Carvalho may be one of the best superintendents in America. But can anybody really surf a tsunami?

When Alberto Carvalho announced his decision in March 2018 to stay in Florida rather than leave for a job running New York City schools, Miami-Dade school board members cheered.

Miami-Dade County is big. It’s the size of Delaware. Take away the swampy parts teeming with alligators and pythons, and it’s still a palmy, concretized, iguana-ridden expanse as big as Rhode Island. The nation’s fifth-biggest school district encompasses all of that. It has 476 schools. It has 37,830 employees. In 2018-19, it had 350,456 students, with 80 percent in district-run schools and 20 percent in charter schools. For perspective, consider that 350,456 students is more than the district enrollments of Denver, Washington, D.C., Detroit, New Orleans, Boston, and San Antonio combined.

But big isn’t bumbling. Miami-Dade County Public Schools is racking up academic accolades the way the Miami Hurricanes used to rack up Division I football championships. It’s doing this in a state with some of the lowest per-pupil spending in America, in a state that is itself an academic standout.

To be sure, no big district in America is near the promised land. Every rising trend line has caveats and complications, and surficial analyses may obscure the stubborn gaps and trade-offs and unconscionable numbers of still-struggling kids. As Rick Hess of the American Enterprise Institute wrote last year: “time and again, sensible people embrace nifty reforms, hot new superintendents, and ‘miracle’ school systems. However, they later “realize that the packaging was a whole lot better than the product. Even two decades into the ‘accountability era,’ it’s far too easy for snake-oil peddlers



THE MIAMI HERALD

to trumpet a few numbers and insist that a given school, district, or supe has ‘cracked the code.’ ”

Miami-Dade needs the kind of hard audit that only multiple auditors, from multiple vantage points, can deliver.

In the meantime, this is fair: Over the past decade, Miami-Dade County Public Schools has moved the needle on a range of academic indicators. It’s that relative success that brought President Barack Obama and Governor Jeb Bush to Miami in 2011, in those halcyon days when “education reform” flirted with bipartisanship. It’s those relative gains that led to the district winning the Broad Prize in 2012, and the College Board Advanced Placement District of the Year in 2014. It’s that relative progress that led to Carvalho being named Florida Superintendent of the Year in 2013, National Superintendent of the Year in 2014, a McGraw Prize winner in 2016, and National Urban Superintendent of the Year in 2018.

The numbers suggest Miami-Dade is punching above its weight.

In 2018, the state awarded the district an “A” grade for the first time. School grades are primarily based on proficiency and progress on state tests, with extra weight given to progress of the lowest-performing students. Of the state’s 14 biggest districts (those with 60,000-plus students), only three joined Miami-Dade as “A” districts that year. Miami-Dade also ranks No. 1 among Florida’s biggest districts in enrollment of students of color (93 percent, with 71 percent Hispanic and 20 percent black); No. 4 in percentage eligible for free- and reduced-price lunch (66 percent); and No. 1 in English language learners (20 percent).

The last stat should be underlined. Standardized tests in Florida are administered in English only, and the state has, so far, successfully resisted every effort to change that.

The district is outpacing its Florida peers in progress, too. In 2008, Miami-Dade students were below the state average in performance on annual statewide reading tests in all eight tested grades; among the 14 biggest districts, students’ scores were near the bottom in seven of the eight. This year, average scores for Miami-Dade students ranked in the top three of Florida’s biggest districts in six out of eight tested grades.

The data looks even better disaggregated. In math and reading, black and Hispanic students in Miami-Dade score above the state averages for black and Hispanic students in nearly every tested grade. Scores for Miami's black students are in the top five among big districts in most categories. Hispanic students rank in the top two in most categories. Low-income students from Miami, meanwhile, are No. 1 in three of six tested grades in math, and seven of eight in reading.

This looks good. This also needs context. In 2019, only 46 percent of low-income 10th graders in Miami-Dade passed a statewide test in reading. But looking across Florida, that low-sounding pass rate is still six percentage points above the state average, and best in class among the 14 biggest districts.

Miami-Dade's outcomes on the National Assessment for Educational Progress are more mixed. In 2016, the Urban Institute demographically recalibrated the 2015 scores for the 23 districts then participating in the Trial Urban District Assessment, a testing program for a group of city districts, all of which have large shares of students who are black or Hispanic or from low-income families. Miami-Dade came in at No. 5. It outperformed its demographics, but not as much as Boston, Dallas, and many other districts.

The Urban Institute has not yet updated its analysis to include the 2017 exam. Fourth graders in Miami-Dade continued to make strong gains between 2015 and 2017, and now rank No. 1 among their urban peers in reading, with 42 percent scoring proficient or above, and No. 2 in math, with 45 percent scoring proficient or above. Over the past decade, they've shown some of the biggest gains in both subjects.

The opposite is true for Miami-Dade eighth graders. Their scores were flat between 2009 and 2017, and among urban districts, they've shown some of the least progress.

Clearly, work remains.

Clearly, though, Carvalho has earned wide latitude to keep at it.

Eight months after his decision to stay, 71 percent of Miami-Dade voters approved a four-year property tax increase that will reward district teachers with more than \$200 million a year in additional pay—meaning annual supplements of \$7,000 to \$8,000 for teachers with median salaries of \$46,000. This was a vote of confidence in the district by voters who had been burned by past tax referenda. It was a second thumbs-up for Carvalho. In 2012, he successfully led a \$1.2 billion bond referendum to upgrade district facilities and technology.

The district's latest tax-hike pitch quickly followed news of its "A" grade. The campaign strategy was simple: Leverage the credibility earned from a decade's worth of progress. Our teachers are delivering, the superintendent told voters. They deserve to be rewarded.

An incredible personal story is part of Carvalho's appeal. He grew up in Portugal, the son of a custodian and seamstress. Six kids in a one-room apartment with no running water and no electricity. Carvalho, 54, was the first in his family to graduate from high school, and he left for America as an "unaccompanied minor" who spoke no English. He washed dishes. Worked construction. Lived in a U-haul that reeked of paint. As a waiter, he met former U.S. Rep. E. Clay Shaw, who encouraged him to go to college. He did, earning a bachelor's degree in biology in 1990. Today, he speaks Portuguese, English, Spanish and French—and is one of America's most decorated superintendents. There's no mistaking how deeply this resonates in a community where half of all residents are foreign born, and more than 70 percent speak a language other than English at home.

In Miami-Dade, Carvalho began his career teaching physics, and, at one point, served as the district's chief communications officer. He's keen on momentum and narrative. He often lists his district's challenges in bullet points, then punctuates them with a variation on these words:

That sounds like mission impossible. But we turned it into mission inevitable.

Nobody thought that when the school board hired Carvalho in 2008.

The Great Recession was in full effect. State funding was shrinking. Board members were bickering, even as the state was threatening to take over nine low-performing schools. Earlier in the year, the district had cut more than \$200 million, but still did not have a balanced budget.

Relations were rocky with the local branch of the American Federation of Teachers, the United Teachers of Dade. Just before Carvalho's appointment, the district reneged on promised raises. A ticked-off union distributed fliers showing school board members flushing cash down the toilet. The union had hundreds of teachers protest in front of the administration building (at one point forming a conga line), and it brought bars of soap to a board meeting to encourage administrators to "come clean" about mismanagement.

As 2009 dawned, news got worse: Miami-Dade was now among eight districts being monitored by the state because its financial reserves had shrunk to dangerously low levels. It was the only one that wasn't tiny and rural. In desperation, the administration told schools it wanted a 20 percent cut of fundraisers, which would bring in \$5 million to ease the crunch. Fundraisers—as in bake sales and car washes and kids selling candy bars. The *Miami Herald* called it a "plan to raid schools' piggy banks." Parents rebelled, and in response, Carvalho did something he's rarely had to do since: retreat.

In summer 2009, Carvalho presented, and the board approved, a balanced \$4.8 billion budget that was \$700 million smaller than the prior year's. With help from federal stimulus funds, it raised reserves to \$56.5 million, avoided layoffs and secured a small raise for teachers. The 2010 budget was slimmer still—and sent 200 district administrators back to classrooms. The superintendent also began replacing hundreds of principals, and re-assigning hundreds of low-performing teachers.

By fall 2010, the clouds had parted. The superintendent could focus on the real challenge.



PABLO MARTINEZ MONSIVAIS / AP PHOTO

President Obama is introduced by former Florida Gov. Jeb Bush, right, before speaking at Miami Central Senior High School in 2011. Education Secretary Arne Duncan is at center.

In the span of a generation, school choice became the new normal in Florida.

Doral Academy of Idaho

Appendix F7 - Education Next Article

Thirty years ago, about 10 percent of K-12 students in Florida attended private schools. A handful attended magnet schools. The rest attended assigned district schools—either neighborhood schools assigned by zip code, or far-flung schools assigned for compliance with court-ordered de-segregation.

Today, 45 percent of Florida students in K-12 attend something other than their assigned schools. Charter schools are part of the mix. So are private schools that can be accessed with choice scholarships. So is an ever-growing array of district options.

This wave didn't just happen.

In 1996, the Florida Legislature passed a law allowing creation of charter schools. The first opened that fall in Miami's Liberty City community. Two decades later, Florida had 295,814 students in 655 charter schools—and one of the largest charter sectors in America.

In 1997, the Legislature created the Florida Virtual School to ramp up online learning. It started with 77 students and five courses. Today, it serves more than 200,000 students a year.

In 1999, the Legislature created the McKay Scholarship, a state-funded private school voucher for students with disabilities. In 2018-19, it served 30,695 students in 1,525 private schools.

In 2001, the Legislature created the Florida Tax Credit Scholarship for low-income students. As of June 2019, it was serving 104,091 students in 1,825 private schools. In students and funding, it is the largest private school choice program in the U.S.

By the time Carvalho became superintendent in 2008, these ripples were fast merging into something bigger. As fate would have it, the waves rolling into Miami-Dade were that much stronger.

The headquarters for Fernando Zulueta's company is a nondescript, two-story house in South Miami with terra cotta shingles and sprinkler stains. No signs bear the company name.

Academica, a privately-held for-profit company, manages 165 schools in five states and the District of Columbia, including 122 in Florida. According to Stanford University's Center for Research on Education Outcomes, whose research on charter school performance is widely respected, the company's core networks consistently make solid gains over district schools. Yet the company is remarkably off the radar. So is Zulueta. He hasn't done many newspaper interviews in recent years. There aren't many photos of him floating around. One of the few, which ran with a critical *Miami Herald* series in 2011 (and was taken paparazzi style), shows him in the Bahamas, wearing shades and holding a glass of champagne.

Forget first impressions. Zulueta, 60, is cerebral and methodical. He, like the superintendent, has a classic South Florida immigrant story. And if Academica is less than fully focused on improving student outcomes—an impression the *Herald* series and other reports may have left on some—Zulueta has a funny way of showing it. He has a stack of charts at his fingertips, comparing Academica schools with district schools and other charters. At a national charter schools conference, he noted how few high-poverty schools are academically top tier and deemed it “disgusting.”

Like Carvalho, Zulueta had a relatively modest start in Florida. His father was a banker in Cuba. When Castro came to power, Zulueta's father fled with his family to Florida and eventually took a job as a truck driver, delivering art supplies before becoming a bookkeeper. Zulueta trained as an accountant and lawyer at the University of Miami and then became a developer, building starter homes on what undeveloped land was left in South Florida.

In the mid-1990s, his company was building a community just north of the Miami-Dade County line that didn't have a nearby public school to serve it. The new charter school law offered an opportunity to create one. The company won approval in 1996. Somerset Academy opened in 1997. But before it opened, parents far from the school began applying in droves. “I was taken aback by this,” Zulueta said. “Why would you want to go to a school that hasn't even opened?”

The light bulb flickered on. In 1999, Academica was born.

“We are now working in an educational environment that is driven by choice. I believe that is a good thing. We need to actually be engaged in that choice movement. So if you do not ride that wave, you will succumb to it. I choose not to.”

Carvalho made those comments in 2012, in response to a reporter’s question. A year later, a gaggle of TV news crews followed him on the first day of school, as he talked up scores of new district choice programs. A year after that, with another 50-plus choice programs on the district menu, Carvalho added some wow to his metaphor:

“Rather than complain about the incoming tsunami of choice, we’re going to ride it.”

In 2010, as the district was emerging from its economic malaise, 35 percent of its students were enrolled in district-run choice programs. By 2018-19, it was 61 percent. This percentage does not include charter and private schools. Add in those sectors, and the percentage of Miami-Dade students enrolled in choice programs rises to 69 percent and 74 percent, respectively.

“ACADEMIC EXCELLENCE!” reads the banner on the Facebook page of Miami-Dade County Public Schools. “ONE SIZE FITS NONE!”

The district has embraced what many public education traditionalists won’t. The Florida School Boards Association, for example, was a lead plaintiff in a 2014 lawsuit that ultimately failed to have the Florida Tax Credit Scholarship declared unconstitutional. Superintendents in some Florida districts continue to persuade their boards to deny charter applications on shaky ground, knowing the denials will be overturned. Under a charter law that has no cap on new schools and allows schools to appeal application rejections to the state Board of Education, the continued growth of charters in Florida seems secure.

“I was not going to do what a lot of my colleagues did” about the fast-growing school choice movement, “which is, ‘Let’s hope and pray it doesn’t hit us,’” Carvalho said in an interview in April. The expansion of choice “materialized exactly as we predicted. But rather than being a spectator, or a victim of it, we were an active participant in it.”

“We” includes the Miami-Dade school board. It bought into this acceleration of district choice quietly but fully, and, despite changing membership over the years, consistently. Even before Carvalho’s arrival, some board members had been pushing for expansion of choice into far-flung corners of Miami-Dade. But as parental demand for non-district options intensified, so did the district’s desire not to be outdone. This response has generated little push back. The issue of choice—be it charters, vouchers or district options—has rarely surfaced in school board elections over the past decade. Throughout the district, choice has become accepted as the way it is.

“With or without competition, people are driven to be the best,” Martin Karp, a Miami-Dade school board member since 2004, said in an interview. “But you can’t discount the competition and what it brings. It’s wise to learn from others, and for others to learn from us.”

Miami-Dade didn’t merely adapt. The changes under Carvalho say so much more about him, the district, the possibilities for public education. They suggest school districts can rise to the occasion in the era of choice and customization, and, perhaps not only evolve, but lead. Even the best districts can never be all things to all students, but, perhaps, they can be more things to more students.

Perhaps they can also be more efficient. Miami-Dade operates in a state that ranks No. 44 in per-pupil spending. It has supplemented state-set funding by tapping local sources. But even then, its success would seem to suggest that sustained academic progress is possible even in a relatively low-spending state, even with declining enrollment. Over the past decade, enrollment in Miami-Dade district schools has dropped to 281,969 from 321,279 as tens of thousands have enrolled in charter and private schools. Yet Miami-Dade keeps notching superlatives and expanding its programming.

Traditionalists aren’t the only ones who think something special is happening. “If you do not evolve, if you do not produce, you get left behind,” said former state Rep. Ralph Arza, a former teacher and football coach in the Miami-

Dade district who now directs governmental relations at the Florida Charter School Alliance. Carvalho “has sold his district on that.”

“He’s not complaining about Uber,” Arza said. “He be-came Uber.”



JEFFERY A. SALTER

Fernando Zulueta, president of Academica schools, at Slam Miami School in August 2019. “We wake up scared every day that if we don’t do a great job, parents will turn around and leave.”

A half century ago, Fernando Zulueta’s mom helped found a small Catholic pre-school in Little Havana that grew into a little network called Centro Mater. Thirty years later, the director of an offshoot in Hialeah Gardens ran into Zulueta and said, “Your mom told me you started a charter school.”

The director was worried. Some Centro Mater students went on to excel in district schools, but many did not. Could Zulueta help him start a charter? Zulueta was hesitant. He had a business to run. But in 1998, he established Mater Academy, Academica’s first charter in Miami-Dade.

Today, there are about 60 charters affiliated with Academica in Miami-Dade, serving 35,000 students. That’s half the sector. Academica is the biggest reason charters now enroll 68,452 students in the county, and 20 percent of all public school students, up from 23,871 students and 7 percent in 2008-09.

Academica’s core networks are Somerset, Mater, Doral and Pinecrest. Its affiliates tend to have a few things in common: student uniforms, parent contracts committing to 30 volunteer hours a year, and atypical grade configurations like K-8. By design, Zulueta said, they look and feel like private schools, and accountability for results is a given. “We wake up scared every day,” said Zulueta, who has three children in Academica schools, “that if we don’t do a great job, the parents will turn around and leave.”

Academica is a full-service manager: accounting, compliance, human resources, strategic planning, accreditation support, legal affairs. The company does it all.

The analysis from Stanford University's Center for Research on Education Outcomes suggests it does it well. The 2017 report found students in all four major Academica networks were making modest to large gains over similar students in district schools. The Doral network, which includes schools in Florida and Nevada, showed the biggest gains—the equivalent of 142 additional days of learning in math each year, and 57 in reading. Those outcomes are better than more celebrated charter networks of comparable size, like Achievement First and Democracy Prep.

It's not clear how much of Miami-Dade's academic progress is due to its charter sector, and how much the charter sector's success is due to Academica.

As a whole, charter students in Miami-Dade perform better than district students on state tests in math and reading, and on three of four core tests by the National Assessment of Educational Progress. However, student populations differ at different school types, and a serious analysis, controlling for demographics, is overdue.

In the meantime, Academica continues to expand.

It secured a license to operate a private post-secondary program in 2011 and today, Doral College serves students attending Academica charters who want a head start on higher education. Most classes are online, and tuition is free for families, with costs covered by the state funding Academica receives for its high-school programs. In 2018-19, according to company figures, Doral College enrolled 1,711 students.

As options grew, kids moved.

Rated as a "C" by the state for most of the past decade, Richmond Heights Middle School, 14 miles southwest of downtown Miami, served fewer and fewer students until it was less than half full. In many districts, this would be a problem. In Miami-Dade, this was an opportunity. The district drilled into surveys asking what students and parents wanted; looked at districtwide application numbers to see what programs were in demand; considered what potential partnerships and resources were available.

In 2014, it opened BioTECH High, co-located inside the middle school.

To do it, the district secured a \$10.1 million federal magnet schools grant. It strengthened an existing partnership with Zoo Miami. It forged new partnerships with Everglades National Park and Fairchild Tropical Botanic Garden. The response? BioTECH High began with 110 students. Last year it had 400. Now it's drawing 600 applications a year for 200 slots, including the occasional applicant from out of state. One student gets up at 4 a.m. to catch three buses and a train to make it to school by 7:20 a.m.

Meanwhile, Richmond Heights Middle has improved its state grade to a B.

From the district side, nothing better tells the story of Miami-Dade's transformation than magnet mania.

In 2010, the district had 41,251 students in magnet schools, 11.9 percent of total enrollment. In 2018-19, it had 72,194 students in 114 magnets, fully 1 in 5. These aren't the magnets of old, created to spur integration. These are theme-based vehicles for relevance, engagement, ownership, achievement. Dozens of them have earned national honors, including designations as National Blue Ribbon Schools, merit awards from Magnet Schools of America, and high rankings on the annual list of best high schools from *U.S. News & World Report*.

STEM? How quaint. Miami-Dade's science magnets include BEAT (Bio-Medical Environmental Agricultural Technology), BEAM (Biomedical Environmental and Medical), STIR (Science Technology and Investigative Research) and COAST (Ocean Academy of Science & Technology). Its arts magnets include schools focused on film, interior design, and fashion design. Its health magnets include programs in veterinary science, pre-medicine, and sports medicine. Business magnets? Take your pick: Banking, financial technology, digital marketing, international business, or global trade and logistics.

There's a magnet for aviation, for architecture, for construction design. For legal studies, multimedia entertainment technology, homeland security. There's iPrep, iCode, iMed. There's a single-gender 6-12 school for young women, and

another for young men. There are separate international studies magnets with immersion in Spanish, French, Italian, Haitian-Creole, German. The list goes on.

The district's embrace of choice has allowed it to do more than expand programming. It's also mitigated the wrenching community pain that often comes when districts close schools. One former neighborhood school, Mays Community Middle School, is now the Arthur & Polly Mays 6-12 Conservatory of the Arts. Another, Miami Edison Middle School, became iTech@Thomas A. Edison Education Center. "Bittersweet" is how the *Miami Times*, Miami's century-old black newspaper, called the conversion of the latter in 2014. But "bittersweet" is better than "slash and burn."

Some Miami-Dade magnets have entrance requirements. Many don't provide transportation. Students and parents are flocking to them anyways.

BioTECH does not have entrance requirements, and its share of low-income students at 62.7 percent is on par with the district average. Its students are expected to publish a scientific paper by the time they graduate. More than half of their teachers are working scientists. Their lab equipment is college caliber. Some are studying the intestinal flora of spider monkeys to develop diets that make captive monkeys less prone to stomach problems. Some are evaluating the potential of plants, like bok choy, to be sustainable sources of vitamins on space voyages.

"Rigorous but relevant hands-on research," said Principal Daniel Mateo, 37, a chemist turned educator. "That's the name of the game here."

Mateo himself was a school choice pioneer. He initially attended high school a block from his house, but then enrolled in a dual enrollment school the district developed with Miami-Dade College. It was newer, and smaller, and the students had to start their own traditions, from yearbook to prom. They did. And loved it.

"Give people what they want," Mateo said. "That's the secret sauce."



Art teacher Gerald Obregon and students from Arthur & Polly Mays Conservatory of the Arts, a public school, in front of a mural they painted on a wall at Kendall Regional Medical Center.

District headquarters. Room 916. 8:30 a.m. Last February, dozens of principals and top district administrators packed into this conference room for a quarterly ritual called DATA/COM. They small talked until 8:49 a.m., when Carvalho made his entrance and bee-lined to the head of the table. The quiet was immediate. After a joke about how happy hour would start early today—as soon as DATA/COM was over—Carvalho called the first principal to a seat at the other end of the table—directly in front of him.

It's obvious from outside the Miami-Dade district that choice is a defining feature.

It's obvious from the inside that so is data-driven urgency.

The next four hours were intense. Each principal got two minutes to note which trend lines are headed in the right direction, which are not, and what interventions and supports were being deployed to change that. Behind the superintendent, a digital timer ticked down next to a screen that displayed a dashboard of data for each school.

Carvalho cheered on progress and clearly relayed expectations. “You have a lofty goal of a B this year,” he said to one principal. “Are you going to meet it?” “Yes sir,” the principal said. “The data shows we will.”

If hype about Miami-Dade has fogged its challenges, that dissipates at DATA/COM. One principal noted his school already had 477 students who'd missed 11 or more days. Yet it was also clear in Room 916 that the district is in a rush to meet those challenges. Boasted one top administrator, “We're not an aircraft carrier ... we're a jet ski.”

At DATA/COM, issues are identified, quickly. Remedies are proposed, quickly. If need be, direction is given, quickly, for processes and protocols to be short circuited, quickly.

One principal told the superintendent she had a cosmetology and hair styling teacher who was stalling on certification. “This is a really hairy issue,” Carvalho joked. The room erupted. A half second for levity. Then, dead serious, “If she's not certified or certifiable, she needs to go.” But, the principal continued, finding a replacement is difficult given district policy that requires multiple years of field experience, no matter how talented the applicant. Carvalho ordered a policy tweak. Another principal noted little progress with reading proficiency rates at his school, with 52 days left in the school year. The group agreed in this case, it's time, not talent. On the spot, Carvalho ordered the school day extended for the rest of the year.

DATA/COM is aimed at the most “fragile” schools, and goes hand-in-hand with the work of the district's Education Transformation Office.

The 65-person office provides intensive instructional support to scores of schools—86 in 2018-19. Many are subject to state requirements for low-performing schools. But the office identifies a broader range in need, gives them help beyond what the state requires, and takes pride in rapid response.

Does it work? The district's graduation rate has risen sharply to 85.4 percent, but a decade after Carvalho's appointment remains below the state average of 86.1 percent. An impressive rise in elementary school scores isn't getting the same traction in middle school. Seventeen Miami-Dade schools, 16 of them predominantly black, sit on the state's list of 300 lowest performing elementary schools. Another remains on the shorter, more troubling list of persistently low-performing schools. It, too, is predominantly black.

At the same time, Miami-Dade has not had an “F” school in three years. Twenty years ago, it had 26.

Back at the meeting, a principal told Carvalho one especially effective teacher in a key subject area was on maternity leave, and another was on long-term medical leave. Carvalho began his response with a riff on context: The district has 140 openings out of 20,000 teaching positions. That's down from 300 to 350 in past years. That compares favorably to other big districts in Florida. Still ...

“Let's build a reserve army,” he said. Let's employ talented teachers, perhaps recent retirees, who'd be willing to work short term. Let's figure out how to find them. How to best structure the contracts. How to square it with the union. “Let's see it Monday morning,” he said to his Cabinet.

It was Friday.

No, he continued, before the awkward pause could root. End of next week will work.

Long before dawn bathes the palms in soft light, thousands of workers stream from neighborhoods in Little Havana where modest homes are tucked in tight as pastelitos in a Cuban bakery. In the thick of this working-class hum is a private school with Cuban roots that was once harassed by Fidel Castro. He couldn't kill La Progresiva Presbyterian. Now it's thriving more than ever.

The Miami-Dade district has hundreds of reasons beyond most districts to try and move like a jet ski. La Progresiva and 400 other private schools are among them.

Miami-Dade County had 75,994 students attending 612 private schools in 2017-18, a rate of 17.6 percent. That was the fourth-highest rate among Florida's 67 districts, and No. 1 among the big districts. At least 41 percent of those students used state scholarship programs to help pay tuition, with some 26,272 using the Florida Tax Credit Scholarship, five times as many as when Carvalho became superintendent. They attended 441 private schools, up from 156 a decade ago.

La Progresiva is led by a former district teacher. Melissa Rego grew up four blocks away, the child of Cuban immigrants, a bank teller and a car mechanic. When she became principal a decade ago, the school had 162 students in grades K-12. Last year it had 672, all using tax credit scholarships.

The director who hired Rego told her to do whatever it takes to propel the school to its potential. So the woman with 1,000 facial gestures behind horn-rimmed glasses became Inspirer-in-Chief. Over and over, she reminds the children of cooks and waitresses and gas station attendants: "You have the ability to do this. We're going to equip you. You have a future. But you have to grind."

In many states, it's big news when lawmakers consider a single school choice bill. In Florida, lawmakers consider a dozen or more every year. In 2014, they created the Gardiner Scholarship for students with special needs. In 2018, they created the Hope Scholarship for bullying victims. This year, they created a voucher that expands income eligibility into the middle class.

Clearly, parents are hungry for options. Increasingly, teachers are too.

Rego, 42, graduated from public school in Miami, got a full ride to Miami-Dade College, and earned a bachelor's from the University of Miami. Her teaching career began 18 years ago. She started as a sub, working with emotionally disturbed students, then taught four years at a career academy high school. At the invitation of a friend who had become a principal, she headed to an Academics-affiliated charter.

The charter was serving 600 students in a movie theater. The intended building wasn't completed on time, so teachers and school leaders had to wing it. That they did, successfully, helped Rego understand the power of choice. Students, parents and teachers all chose to be there. All worked harder to make their choice work. They were, Rego said, "invested."

Rego raised expectations at La Progresiva, making college a fundamental goal. The students looking sharp in green, white, and khaki are descendants of Cubans, Nicaraguans, Salvadorans, Dominicans. Many didn't fare well in district schools. But at La Progresiva, something allows them to gain momentum. Maybe it's more nurturing. Maybe it's more flexibility. Maybe it's the reminders, from the placards in the front office to weekly chapel, that there's a shared moral code.

Whatever it is draws teachers, too. Forty percent of La Progresiva's teachers worked in district schools. Many, like Rego, would make more money there. "But you know what?" she said. "I'm happier here."

T. Willard Fair worked with Jeb Bush to found the Liberty City Charter School in 1995. The Liberty City Charter School was a pioneer in what became a national movement.



RYAN STONE/THE NEW YORK TIMES/REDUX

As president of the Urban League of Greater Miami for 55 years, T. Willard Fair has worked with 10 Miami-Dade superintendents. As former chair of the Florida Board of Education, he's worked with scores more. Carvalho, Fair said, is "the best I've seen anywhere." Fair said many in Miami-Dade's black communities feel the same. When he and Carvalho walk down the street in Liberty City, people stop their cars so they can run up and shake Carvalho's hand. "Not my hand," Fair said for emphasis. "His hand."

Fair's endorsement is telling. Carvalho has bridged "establishment" and "reform" tribes in Miami like no one else. Fair and Bush co-founded that first charter school in Liberty City. Yet it's easy to find choice-and-accountability stalwarts like Fair who are Carvalho fans. When it appeared Carvalho was headed to New York, Randi Weingarten of the American Federation of Teachers praised him. But so did John Kirtley, a longtime leader at the American Federation for Children, a prominent school-choice advocacy group.

The district's relationship with the teachers union is also telling. As Carvalho repaired the fiscal mess he inherited, he eased tensions with United Teachers of Dade. He avoided laying off teachers, found a way to secure a small raise in 2009, and put annual raises back on track by 2012. At the same time, his administration used a clause in the collective bargaining agreement to re-assign 400 low-performing teachers and, with union cooperation, become the first district in Florida to tap federal Race to the Top funds for merit pay. The union president at the time said Carvalho "might be the best superintendent in the nation."

Fast forward to 2018, when voters agreed to convert a modest property tax hike into a major teacher pay hike. If Carvalho didn't get a honeymoon at the beginning of his tenure, he's getting one now.

In relations with Tallahassee, Carvalho has walked a tight rope. On one hand, he has not hesitated to be critical about the state's reliance on standardized testing, about state education funding, and about its dictates on teacher evaluations.

On the other hand, he never attacks the operating system as a whole.

Carvalho has not fought the state's expansion of choice. In fact, he helped persuade the school board to approve a KIPP charter in Liberty City. Among charter advocates, Miami-Dade has a reputation for fairness with authorization and oversight.

Carvalho has not opposed the state's basic approach to regulatory accountability, either. Instead of resisting, he has focused on meeting the state's definition of success. In 2017, when Miami-Dade recorded no "F" schools for the first time, Carvalho called a press conference. "Second only to the day I became superintendent, this is my proudest moment," he said. "Nothing beats being able to say that failure has been eliminated in Miami-Dade."

Thirteen of the top 20 high schools in Florida, according to *U.S. News & World Report*, are in Miami-Dade.

All 13 are schools of choice.

Ten are magnets. Three are charters. Two of the charters are affiliated with Academica.

Education rankings must be taken with many grains of salt. But the U.S. News list synchs with other evidence that's hard to ignore—about the degree to which choice is mainstream in Miami-Dade, about the high caliber of many choice schools, about the tsunami that is looking an awful lot like a rising tide.

To be sure, the evolving landscape isn't entirely peaceful. A feud over the tax hike continues to simmer. The district maintained the money was for the district only. But the charters fought that, given the massive disadvantage it imposes on recruiting and retaining teachers. During the legislative session that ended in May, charter-friendly lawmakers passed a measure that requires districts to share proceeds proportionally from future referenda, and Governor Ron DeSantis signed it into law. But the new law isn't retroactive.

Rising tensions between the district and charters would be unfortunate, and distracting.

In 2016, Education Cities and Great-Schools released their Education Equality Index, which sought to spotlight cities where low-income students are most likely to attend schools with small achievement gaps, or none at all. Two big cities in Miami-Dade—Hialeah and Miami—finished No. 1 and No. 3. Given the research on the competitive effects of choice, this shouldn't be a surprise. Studies have found positive impacts on district achievement from charter schools, from private school scholarships, from other district options.

The Education Equality Index identified 10 Hialeah schools and 10 Miami schools with the smallest gaps. In Miami, six were charters, including four managed by Academica; and two were magnets, including iPrep, the school designed by Carvalho. In Hialeah, one was a traditional public school, one was a magnet, and the other eight were charters, including seven run by Academica.

All seven were Mater schools, that little network that sprouted in Little Havana.

Carvalho isn't alone on the big wave.

The superintendent once called iPrep, now 10 years old, "my signature school." It has bean bags, treadmills, Macs, and funky colors. Some rooms have comfy sofas. There's a room with high tables and a ping pong table. All of it feels, as intended, more like a college than a preK-12 public school with 860 students. "I wanted to build something totally against the grain of public education at the time," Carvalho said.

Twenty miles away, Ana Garcia is building something totally against the grain now.

"Guys! Choo-choo formation!" At Garcia's command, a loose knot of people near the turnstiles at Zoo Miami—three adults, five students—put their hands on the back shoulders of the person in front of them and merged into something less locomotive than caterpillar. Sixteen feet proceeded on a motley ramble. Over the next few hours, Garcia, another former teacher from the Miami-Dade district, subtly steered her students toward the goals in their personalized education plans.

Garcia put special focus on three students with autism, including her 9-year-old, Kevin. It's education savings accounts that make Garcia's home education cluster—and perhaps, someday, a never-ending array of other clusters—

possible. Without them, the parents who've entrusted Garcia with their kids would be limited to schools that, despite the best intentions, didn't work for them.

In the shadow of America's fifth-biggest district, new forms of educational life are emerging. Florida now boasts the largest education savings account program in the nation, with 11,276 students using them, including 1,469 in Miami-Dade. That doesn't sound like many. But 20 years ago, there weren't many students in Miami-Dade charter schools, either.

With iPrep, Carvalho surfed to the edge. He created a boundary-busting school where students learn in their space, at their pace. iPrep students supplement traditional courses with Khan Academy, Florida Virtual School, dual enrollment. For many students, it rocks. iPrep is perpetually A-rated. And Carvalho has sought ways to expand it, by "franchising" it into other district schools. This was, and is, ahead of its time. But given the pace of technological change, Carvalho knows it won't be much longer.

"Ten to 20 years from now, how will we be teaching kids in America? In Miami-Dade? I think the most honest answer to that question is, we don't know," he said. "You have to anticipate a dramatic shift, perhaps the most powerful shift we've seen in education in the history of mankind. ... Where, when, how, and by whom kids will be taught, will be very different than the reality today."

Garcia loved teaching in the district. But over a decade, the passion ebbed. For her and for Kevin, it didn't work. In 2014, after 12 years as a middle school English teacher and curriculum specialist, she called it quits.

Without fanfare, she surfed to the edge, too. She envisions a micro-school, flexible enough to serve home education students, including Kevin and others with special needs. She hasn't figured out all the details yet. But she's sure that if she doesn't, somebody else will.

In Miami-Dade, nobody corners the market on good ideas in public education.

Superintendent Carvalho deserves credit for boldly transforming his district. Florida's redefined public education system gives more entities more power to create more options, and more parents more power to choose them or not. Miami-Dade did not run from this new system. It embraced it, dug deeper, delivered more, even as the education landscape around it became one of the most dynamic and diverse in America. The result is a far different district than existed a decade ago. There is a buzz about Miami-Dade. There is pride in its accomplishments, unity across potential divides, optimism about what's ahead.

At the same time, the district's rise didn't just happen. A long list of providers brought their models and approaches and enthusiasm into a system that gave them the freedom to take a shot. Going forward, more providers will emerge, and more parents will become more demanding. In many cities, this level of competition and customization in public education is still abstract. In Miami, it's real. The next great innovations are on their way, but who can say from where? Maybe it'll be the resourceful home-school mom or the talented district teacher. Maybe it'll be the feisty private school principal, or the hard-charging charter network. Maybe it'll be the superintendent who shocks everybody, again, by paddling out to the next big wave instead of waiting for it to crash.

Chances are, it'll be all of the above. And others we can't yet imagine.

Ron Matus is director of policy and public affairs at Step Up For Students and a former state education reporter for the Tampa Bay Times.

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DISTRICT MEMBERSHIP AGREEMENT

This District Membership Agreement (this “*Agreement*”) is entered into effective as of _____, 2019 (“*Effective Date*”) by and between The Doral Academy Inc., a Florida not-for-profit corporation organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose address is 2450 NW 97th Avenue, Miami, FL 33172 (“*DORAL*”) and Doral Academy of Idaho (“*MEMBER SCHOOL*”), a Idaho not-for-profit corporation established to operate a public charter school, whose address is 6630 Surrey St., Las Vegas, NV 89119.

WITNESSETH:

WHEREAS, the DORAL Academy, Inc. Corporate District (the “*DISTRICT*”) is a corporate district currently accredited by the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (“*SACS CASI*”), an Accreditation Division of AdvanceED; and

WHEREAS, the DISTRICT was established to develop schools that provide educationally underserved students with the knowledge, skills, and character needed to succeed in top-quality schools, colleges and the competitive world beyond; and, that maximize student achievement by fostering the development of responsible, self-directed life-long learners in a safe and enriching environment; and

WHEREAS, DORAL has created a membership program for public charter schools located, or to be located, outside the State of Florida, designed to increase membership in the DISTRICT; and

WHEREAS, as a member of the DISTRICT, a school receives, subject to compliance with all applicable responsibilities of membership that may exist from time to time, certain rights and privileges, including, (i) access to educational materials, programs and curriculum, procedures for marketing, advertising, promotion, financial reporting and budgeting, signage and other branding techniques and materials and other items created over time and approved for use within the DISTRICT, (ii) the right to conduct operations of the school as a “A DORAL Academy School”, and (iii) access and eligibility to an accreditation process by the SACS CASI as a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL either holds or has applied for a charter for a public school known as DORAL ACADEMY OF IDAHO (the “*Charter School*”) in the County of Ada, State of Idaho (the “*State*”) and all references to MEMBER SCHOOL include the Charter School; and

WHEREAS, MEMBER SCHOOL would like the Charter School to become a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL understands and acknowledges strict rules and guidelines associated with DISTRICT membership, including the requirements to conduct a self-study, attend required meetings and training sessions, formulate school improvement plans (SIP) for continuous improvement in student performance, and meet AdvancED Standards for Quality.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. RECITALS AND DEFINITIONS.

- 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
- 1.2 Definitions. As used in this Agreement, the following terms shall have the following meanings:
- (a) **“Confidential Information”** means technical and non-technical information, whether or not such information is marked or otherwise identified as “CONFIDENTIAL”, used in or related to operations of a member school of the District that is not commonly known by or available to the public, including, without limitation, Educational Programs, Oversight Programs, Proprietary Materials and other DORAL District Program IP disclosed or made available to MEMBER SCHOOL in connection with this Agreement. **“Confidential Information”** shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of MEMBER SCHOOL or its employees, agents, officers, directors or other representatives or advisors; (ii) MEMBER SCHOOL can demonstrate was rightfully in its possession or in its employees’, agents’, officers’, directors’ or other representatives’ or advisors’ possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.
 - (b) **“Educational Programs”** shall mean educational activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist students in developing the skills, character and knowledge base needed to succeed in top-quality high schools, universities and in the competitive world beyond, including but not limited to courses of study, curriculum, academic programs, assessments, evaluations, related data compilations, and the like.
 - (c) **“Marks”** shall mean the service mark “DORAL Academy®” or any service mark or logo registered to the District during the Agreement Term and as further depicted in Exhibit “A”, and any other trademarks, service marks, design marks, trade names, logos, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, copyrights, drawings, and commercial symbols designated to be used in connection with the DISTRICT.
 - (d) **“DORAL District Program IP”** shall mean and include all tangible or intangible proprietary information and materials made available for members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, as applicable, the Marks, all Proprietary Materials, Educational Programs, Oversight Programs, as well as all inventions, improvements, developments or other ideas (whether patentable or unpatentable and whether or not reduced to practice) related thereto, all software and software code; all copyrights and all copyright, trademark and patent registration applications, registrations and renewals in connection therewith and all Confidential Information.

- (e) “**Oversight Programs**” shall mean oversight activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist charter schools with administrative, financial reporting, budgeting, compliance, and development.
- (f) “**Proprietary Materials**” shall mean all tangible materials made available to members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, curriculum, programs, guides, manuals, curriculum modules, documents, compilations of data, standards and best practices, including those related to Educational Programs, Oversight Programs and other DORAL District Program IP.
- (g) “**School Year**” shall mean the full period from about August of each calendar year through about July of the next calendar year, designated as the academic year by the school board, or other lawful authority, having jurisdiction over MEMBER SCHOOL, during the Membership Term hereof.

Definitions for the other defined terms used in this Agreement are set forth in this Agreement.

2. **DISTRICT MEMBERSHIP, OBLIGATIONS AND REQUIREMENTS.**

- 2.1 **Membership.** Upon execution of this Agreement by DORAL and MEMBER SCHOOL, the Charter School shall become a member of the DISTRICT for the duration of the Membership Term, and is entitled to all the rights and privileges of membership and subject to all obligations and requirements of membership during the Membership Term. Promptly following the Effective Date (or as soon thereafter as possible, if the charter has not yet been approved), DORAL shall submit, or shall cause to be submitted, an application and supporting information as requested, for AdvancED accreditation for the Charter School as a member of the DISTRICT. MEMBER SCHOOL shall cooperate and provide supporting information as requested by DORAL. The Charter School shall commence operations as a member of the DISTRICT upon approval of the application by AdvancED. MEMBER SCHOOL may choose to apply for a new charter for an additional public school or schools in the Territory. Once a charter is issued for an additional public school, then that school shall be included in the definition of “Charter School,” if MEMBER SCHOOL gives DORAL 180 days written notice of its intention to apply for the additional charter and all other existing Charter Schools are performing in compliance with this Agreement.
- 2.2 **Compliance with DISTRICT Standards; General.** MEMBER SCHOOL acknowledges that (a) MEMBER SCHOOL must comply with all AdvancED Standards of Quality (including those for Schools, School Systems and Corporations); (b) MEMBER SCHOOL has reviewed and is familiar with all AdvancED Standards of Quality; (c) DORAL developed the Educational Programs, DORAL District Program IP, Oversight Programs and Proprietary Materials for use within the DISTRICT, and to satisfy AdvancED Standards of Quality and to obtain accreditation of the DISTRICT from SACS CASI; and (d) the importance of strict compliance with all DISTRICT standards by MEMBER SCHOOL in that the DISTRICT Standards are intended to satisfy AdvancED accreditation standards and Standards of Quality. Accordingly, MEMBER SCHOOL shall strictly comply, and shall cause the Charter School to strictly comply, with all DISTRICT requirements, specifications, standards, guidelines, operating procedures and rules (each, a “**Standard**”) set forth in this Agreement, in applicable DISTRICT manuals, and in other writings supplied to MEMBER SCHOOL by DORAL from time to time, including those relating

to: corporate operations; funding; plant and facilities; safe environment; curricular programs; extra-curricular programs; instructor credentials; technology opportunities; and school improvement (the “DISTRICT Manuals”). MEMBER SCHOOL acknowledges DORAL and its affiliates may change or modify DISTRICT Standards and Manuals from time to time, including without limitation, the adoption and use of new or modified Marks or Educational Materials, in order to improve the quality of DISTRICT programs, comply with AdvancED Standards of Quality, or other reasons. MEMBER SCHOOL shall accept and promptly implement any such changes in, or additions to, the DISTRICT Standards as if they were a part of this Agreement as of the date MEMBER SCHOOL receives notice of such change or addition, and shall make such reasonable expenditures as such changes require during the Membership Term. MEMBER SCHOOL and the Charter School shall achieve the strict compliance required by this Section in accordance with the schedule set forth in Exhibit “B”.

2.3 Compliance with DISTRICT Standards; Specific Compliance Requirements. Without limiting the terms of Section 2.2, MEMBER SCHOOL shall, and shall cause the Charter School to, as applicable, during the Membership Term:

- (a) strictly comply with all applicable federal, state and local laws, including all laws relating to the implementation, performance, production, promotion or distribution of any products or services related to the operation of the Charter School, its facilities, and its Educational Programs;
- (b) strictly comply with all applicable federal, state, and local government requirements for operation of a charter school and school facilities, including by way of illustration and not limitation, any requirements for governmental approval, recognition or accreditation;
- (c) use best efforts to promote the Marks and to increase the recognition of the DISTRICT;
- (d) brand and operate the Charter School as a “A DORAL Academy School” in full compliance with this Agreement;
- (e) comply with all DISTRICT Standards identified by the DISTRICT in District Manuals, including Standards identified in:

[DORAL Academy Inc. By-Laws, DORAL Academy Inc. District Strategic Plan, DORAL Academy Inc. Board Policies and Procedures, DORAL Academy Inc. Employee Handbook, DORAL Academy Inc. Academic Policies and Procedures;]
- (f) maintain all insurance and payroll programs required by law, DISTRICT Standards, and this Agreement;
- (g) meet all financial obligations associated with membership in the DISTRICT;
- (h) participate in and cooperate with a multi-day formal school evaluation conducted from time to time by a team designated by the DISTRICT, which will, among other reasons, assess the quality of MEMBER SCHOOL’s academic program and its compliance with the requirements of this Agreement and DISTRICT Standards;

- (i) collect and maintain data on the academic achievement level of its students sufficient to allow DISTRICT to evaluate the progress of students and the effectiveness of the Educational Programs at the Charter School (the “Data”). The Data shall include, but not be limited to, longitudinal data on the academic achievement level of the Charter School’s students using state-mandated criterion-references tests, commercially available standardized tests, and/or other similar assessment tools typically used by DISTRICT. MEMBER SCHOOL shall promptly provide DORAL with any and all of the Data upon DORAL’s reasonable written request;

for the avoidance of doubt, DORAL and the DISTRICT may each use the Data, including the historical performance of the Charter School, including revenues, expenses, results of operations, enrollment records and similar financial information and operating information, for any legitimate business or educational purpose, subject to all applicable laws such as the Family Educational Rights and Privacy Act.

- (j) establish procedures for the resolution of disputes with students, parents, teachers and administrators that satisfy DISTRICT Standards; follow applicable established procedures; and, record, timely respond to, and resolve complaints by parents, students, teachers or administrators regarding the Educational Programs and Charter School operations; and, provide DISTRICT, upon reasonable written request, all information and documents relating to complaints subject to review by MEMBER SCHOOL’s Board of Directors;
- (k) provide DISTRICT, upon reasonable written request, any other information related to Educational Programs, DORAL District Program IP, Oversight Programs and Proprietary Materials at the Charter School, including financial information;
- (l) promptly notify DISTRICT of any material changes in its Educational Programs, Oversight Programs, or of any change in its governance structure, including changes in the membership of MEMBER SCHOOL’s Board of Directors;
- (m) not discriminate in the conduct and operation of the Charter School against any person on account of marital status, disability, genetic information, race, creed, color, sex, age, national origin or ancestry, or any other legally protected class; and
- (n) provide the DISTRICT, upon written request, the right to participate in the selection of any principal or school leader of the Charter School.

2.4 Compliance with Accreditation Standards. Without limiting the terms of Section 2.2 or Section 2.3, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards, which will likely include, but not be limited to, the following:

- (a) provide no less than six (6) hours of instruction each school day for all students;
- (b) provide a minimum of 180 full days of instruction per school year and provide DISTRICT with the Charter School’s calendar of activities and programs;

- (c) comply with all applicable curriculum requirements for graduation/earning credits for a standard and/or advanced diploma, including those promulgated by state law and Idaho Public Charter School Commission;
- (d) comply with all applicable requirements regarding student entrance requirements regarding age, grade placement, and temporary grade placement of students from home school, non-traditional and non-accredited programs, including state law and Idaho Public Charter School Commission;
- (e) provide DISTRICT with a monthly attendance report;
- (f) provide a curriculum that meets and/or exceeds the State statutory requirements and utilize curriculum guides for every subject/grade level that include all required DISTRICT Standards;
- (g) implement DISTRICT's licensed, standards-based curriculum with fidelity;
- (h) participate in all progress monitoring assessments in accordance with DISTRICT, Idaho Public Charter School Commission and the State guidelines;
- (i) participate in all DISTRICT continuous improvement and quality assurance programs;
- (j) maintain a qualified and degreed instructional staff and provide the DISTRICT with a Professional Personnel Report prior to the commencement of each School Year and then within ten days of any addition and deletion to staff;
- (k) participate in all of DISTRICT's teacher and administrator evaluation systems and implement same with fidelity;
- (l) maintain the correct number of faculty and staff members per grade level;
- (m) require all head and full time administrators to participate in DISTRICT's professional development network including, but not limited to, attendance at any and all trainings at MEMBER SCHOOL's sole cost and expense provided by the DISTRICT, including the DORAL District Administrators' Workshop and Leadership Retreat;
- (n) administer all assessments required by the DISTRICT, Idaho Public Charter School Commission, and the State;
- (o) provide adequate space, buildings, grounds, and facilities to accommodate the curriculum offered and to qualify for accreditation;
- (p) develop and review annually short term and long term goals for facilities;
- (q) submit a school improvement plan annually that is based on the goals and objectives required by federal and state law and complies with the guidelines provided by the DISTRICT by the due date established by law or reasonably established by DISTRICT in consultation with MEMBER SCHOOL. The school

improvement plan shall contain measurable objectives for the subsequent school year.

- (r) develop a school technology plan and review annually progress in technology;
- (s) timely provide to DISTRICT all information, data, reports and forms reasonably required by DISTRICT to comply with requirements of law or of accreditation, or otherwise reasonably required by DISTRICT;
- (t) attend all meetings and professional development events conducted by DISTRICT as required by law, by accreditation by DISTRICT Standards, or otherwise reasonably required by DISTRICT, including the DISTRICT Annual Meeting, DORAL District Administrators' Workshop, Leadership Retreat, DISTRICT meetings, leadership training and workshop programs, and the like; and
- (u) uphold the AdvancED standards for accreditation and Standards of Quality applicable to the DISTRICT and to Charter School.

2.5 Institutional Integrity and Substantive Change. Without limiting the terms of Section 2.2, Section 2.3, or Section 2.4, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards related to Institutional Integrity and Substantive Change. Member School shall represent itself truthfully and accurately in all aspects. Member School shall not make misrepresentations of fact to District or the public, shall not maintain any condition which may be detrimental to stakeholders, such as students, parents, regulators and DORAL, and shall, at all times, accurately report its compliance with the policies and standards contained herein. Subject to and in accordance with Idaho law, Member School shall provide thirty (30) days advanced written notice to the District prior to the occurrence of any Substantive Change (i.e., any change defined as a Substantive Change in AdvancED accreditation standards and any change that alters or modifies the scope of, and/or has an impact on Member School's ability to meet, the AdvancED Performance Standards and the AdvancED Policies and Procedures for Accreditation and Certification), including but not limited to changes in or caused by the following:

- (a) Governance structure of the Member School, including without limitation, any changes to the corporate structure, change in ownership, articles of incorporation, bylaws, board policies and procedures, governing board composition, the appointment of Directors, the nomination of prospective Directors, and the designation of Officers;
- (b) Members, issuance of new or additional membership interests, or withdrawal of any member;
- (c) Restructuring, consolidating, reorganizing, merging, or closing of Member School within its jurisdiction or with or into any other entity, or of any other entity with or into Member School;
- (d) Dissolution or liquidation of Member School;
- (e) Mission and purpose of Member School;

- (f) Grade levels served by Member School;
- (g) Staffing, including administrative and other non-teaching professional personnel;
- (h) Available facilities, including upkeep and maintenance;
- (i) Level of funding for Member School;
- (j) Schedule for the school day or school year of Member School;
- (k) Location of Member School, including establishment of an additional location geographically apart from the current location of the Member School;
- (l) Student population that causes program or staffing modification(s);
- (m) Available programs, including fine arts, practical arts and student activities;

Member School's failure to comply with institutional integrity or the failure to obtain advanced written consent of District for any Substantive Change shall be considered a breach of this Agreement, and shall constitute good cause for termination.

2.6 DORAL Obligations. DORAL shall, and shall cause the DISTRICT as applicable to:

- (a) comply with all applicable federal, state and local laws in connection with matters arising from or related to this Agreement;
- (b) fulfill the DISTRICT'S continuing obligations to maintain AdvancED Standards of Quality and to maintain the DISTRICT accreditation;
- (c) provide MEMBER SCHOOL access to DISTRICT leadership training and workshop programs for MEMBER SCHOOL administrators;
- (d) submit an application to AdvancED for accreditation of Charter School and provide such certifications required by the DISTRICT for accreditation of Charter School;
- (e) provide MEMBER SCHOOL reasonable access to DISTRICT regarding compliance and operations; and
- (f) use good faith efforts to provide the Charter School with direction and assistance in the following areas:
 - (i) on site professional development for school administration as required by DISTRICT Standards or agreed in writing by the parties;
 - (ii) on site professional development for school instructional faculty as required by DISTRICT Standards or agreed in writing by the parties;
 - (iii) DISTRICT Standards and DISTRICT's best practices regarding classroom management and student assessment;

(iv) DISTRICT Standards and DISTRICT'S best practices for support and instruction on educational technology;

(v) support and assistance in attaining school accreditation, and/or inclusion of Charter School in accreditation of DISTRICT;

(vi) access to DISTRICT conferences, trainings, and consultation services that support Charter School's use and implementation of DISTRICT's standard curriculum and best practices;

(vii) access to professional development standards and best practices of DISTRICT applicable to MEMBER SCHOOL's governance and Board of Directors; and

(viii) other areas mutually agreed upon by the parties.

DORAL will identify to the MEMBER SCHOOL the DISTRICT'S model text books, if any, and will make available to MEMBER SCHOOL Proprietary Materials and Educational Programs for use at the Charter School, subject to the terms and limitations of this Agreement.

If DORAL determines in its reasonable discretion or otherwise learns that MEMBER SCHOOL has failed to comply with any of its obligations in this Section 2, DORAL will endeavor (but without any liability for failing to do so) to notify MEMBER SCHOOL of such failure in order to give MEMBER SCHOOL the opportunity to take corrective and/or remedial action; provided, that the provision or lack of provision of such notice shall in no way limit or otherwise impact the termination provisions set forth in Section 6 below. Such notice may include any action that DORAL deems reasonably necessary or advisable for MEMBER SCHOOL to comply with the provisions of this Agreement, including but not limited to alterations or additions to Educational Programs and restrictions on the MEMBER SCHOOL's use of licensed Marks and Proprietary Materials. Unless otherwise stated, DORAL's advice or guidance is advisory in nature and shall in no way relieve MEMBER SCHOOL of its obligations under this Section 2. DISTRICT Standards represent DORAL's best understanding of what is required to satisfy AdvancED accreditation standards, but ultimately accreditation is determined by AdvancED. MEMBER SCHOOL is responsible for complying with Section 2 and AdvancED accreditation standards. MEMBER SCHOOL shall hold DORAL and its representatives harmless from any liability that results in connection with any advice and guidance given under this Section.

3. RIGHTS TO USE DORAL DISTRICT PROGRAM IP.

3.1 Rights To Use DORAL District Program IP. As of the Effective Date, and subject to the terms and conditions of this Agreement, as a member of the DISTRICT and for the duration of the Membership Term, MEMBER SCHOOL shall have a limited and non-transferable, non-sublicenseable and non-exclusive right and license to use, reproduce, and display the DORAL District Program IP solely in connection with its operation of the Charter School as a member of the DISTRICT and solely in the territory comprised of Ada County, State of Idaho ("Territory").

3.2 Form of Use. MEMBER SCHOOL shall, and shall cause the Charter School to only, use the Marks and other DORAL District Program IP in a manner consistent with good trademark and copyright practice and with all appropriate legends and notices (including use of ®, ™ and ©, as may be directed from time to time by DORAL. In no event shall MEMBER SCHOOL or the Charter School remove any legends or intellectual property rights notices from any DORAL District Program IP or any other materials provided or

made available to MEMBER SCHOOL or the Charter School in connection with this Agreement.

- 3.3 No Other Rights to DORAL District Program IP. The rights granted herein are not intended to be (and shall not be construed as) an assignment, and nothing herein or otherwise confers on MEMBER SCHOOL any right, title or interest in the Marks, Proprietary Materials or any other DORAL District Program IP, other than the limited rights of usage in the Territory and in accordance with this Agreement. As between the parties, other than the limited rights to use the Marks, Proprietary Materials and other applicable DORAL District Program IP provided above, DORAL reserves all right, title, and interest in and to the Marks, Proprietary Materials and other applicable DORAL District Program IP.
- 3.4 Cooperation. MEMBER SCHOOL shall, and shall cause the Charter School to, reasonably cooperate with DORAL with respect to the perfection, enforcement or acquisition of DORAL's rights, titles and interests in the Marks, Proprietary Materials or any other applicable DORAL District Program IP, including any developments contemplated in Section 4 below, and shall use its best efforts to protect the Marks, Proprietary Materials and other applicable DORAL District Program IP, and to report promptly to DORAL any infringement or claims of infringement of any of the Marks, Proprietary Materials or other DORAL District Program IP of which it has become aware.
- 3.5 Inurement; No Sublicense. All use of the licensed Marks, Proprietary Materials and other DORAL District Program IP shall, as between the parties, inure solely to the benefit of, and on behalf of, DORAL. MEMBER SCHOOL shall not use or apply to register any trademark that incorporates, includes, is a derivative of, or would tend to dilute any Mark, except as expressly authorized herein. MEMBER SCHOOL shall not transfer, sublicense or permit any third party the right to use any of the licensed Marks, Proprietary Materials or any other DORAL District Program IP, in whole or in part, without the prior written approval of DORAL. MEMBER SCHOOL agrees that it shall not apply for registration of any of the licensed Marks or any other DORAL District Program IP or for any trademark, name, logo or other designation that DORAL believes, in good faith, to be confusingly similar to or to dilute the distinctiveness of the licensed Marks, except as otherwise expressly agreed to by the parties.
- 3.6 Importance of Protecting Goodwill and Reputation. MEMBER SCHOOL acknowledges the importance to DORAL of its reputation and goodwill and of maintaining high, uniform standards of quality in the products and services provided in connection with the Marks. MEMBER SCHOOL therefore agrees not to use, or permit the Charter School to use, the Marks or any such other DORAL District Program IP, as applicable, in any manner whatsoever which directly or indirectly will derogate or detract from such reputation, nor use the Marks or any other DORAL District Program IP or otherwise conduct operations of the Charter School or its own governance matters in a manner that is disparaging to or that could otherwise harm the goodwill associated with DORAL, its affiliates, the DISTRICT, the Marks or any other DORAL District Program IP, or in any manner that suggests or implies a relationship between the parties other than the relationship that is set forth in this Agreement and any other agreements between the parties.
- 3.7 Approval of Branded Items. MEMBER SCHOOL shall, at MEMBER SCHOOL's sole cost and expense, provide, and cause the Charter School to provide, DORAL with samples, copies or pictures of any and all goods, packaging, documentations, manuals, advertising, marketing or other materials that bear any of the Marks or that MEMBER SCHOOL

intends to use or distribute in connection with the Marks or any other DORAL District Program IP. MEMBER SCHOOL agrees that the quality of any goods and services with which it uses the Marks shall be comparable to the quality of goods and services with which the DISTRICT uses the Marks. Prior to the use of the Marks or any other DORAL District Program IP in any advertisement, marketing, goods, packaging and the like, MEMBER SCHOOL shall obtain written approval from DORAL. Any subsequent alteration, modification, or change in any use following such approval must be reviewed and approved by DORAL prior to implementation of such alteration, modification, or change. DORAL retains the right to reasonably specify, from time to time, the format in which MEMBER SCHOOL shall use and display the Marks, and MEMBER SCHOOL shall only use or display the Marks in a format approved (and not subsequently disapproved) by DORAL.

- 3.8 Prominent Disclosure of Member of DISTRICT. On all of its correspondence, documents, signage, clothing, displays and marketing or advertising materials of any kind in connection with the Charter School and/or the Marks, MEMBER SCHOOL shall prominently identify itself as “A DORAL Academy School”, or as otherwise expressly agreed upon in writing by the parties.
- 3.9 No Impairment of Goodwill or DORAL District Program IP. MEMBER SCHOOL shall not at any time during or after the Membership Term, do, or cause to be done, or omit to do any act or thing, the doing or omission of which would challenge, contest, impair, invalidate, or tend to impair or invalidate any of DORAL’s or its affiliates’ ownership or other rights, title or interest in the Marks, Proprietary Materials and any other applicable DORAL District Program IP or goodwill, or any registrations, accreditations or recognitions of the like, derived from such rights. SACS CASI accreditation specifically shall not be affected in any way due to MEMBER SCHOOL’s misuse or violation of requirements or guidelines set forth by SACS CASI or this Agreement.
- 3.10 No Limitation of Rights and Remedies. MEMBER SCHOOL acknowledges and agrees that DORAL has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to DORAL, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with MEMBER SCHOOL’s breach of this Agreement, misuse of the Marks or any other applicable DORAL District Program IP, or any other use of the Marks or any other applicable DORAL District Program IP by MEMBER SCHOOL or the Charter School which is not expressly permitted by this Agreement.

4. DEVELOPMENTS.

For the avoidance of doubt, all ideas, concepts, techniques or materials concerning the operation of the Charter School as a member of the DISTRICT, whether or not protectable intellectual property and whether created by or for MEMBER SCHOOL, must be promptly disclosed to DORAL and will be deemed the sole and exclusive property of DORAL and works made-for-hire for DORAL, and no compensation will be due to MEMBER SCHOOL or its personnel therefore, and MEMBER SCHOOL hereby assigns to DORAL all right, title and interest in any intellectual property so developed. DORAL may incorporate such items into its DISTRICT membership program for other DISTRICT schools to utilize. To the extent any item does not qualify as a “work made-for-hire” for DORAL, MEMBER SCHOOL hereby assigns ownership of that item, and all related rights to that item, to DORAL and shall sign, or cause the assignment of, any assignment or other document as DORAL requests to assist DORAL in obtaining or preserving intellectual property rights in the item. MEMBER SCHOOL also waives any author’s or moral rights in and to such items, and shall ensure its personnel do the same. DORAL agrees to disclose to MEMBER SCHOOL

concepts and developments of other member schools that are made part of the DISTRICT membership program. As DORAL may reasonably request, MEMBER SCHOOL shall take all actions to assist DORAL's efforts to obtain or maintain intellectual property rights in any item or process related to the DISTRICT membership program, whether developed by MEMBER SCHOOL or not.

5. ANNUAL DISTRICT MEMBERSHIP FEE.

- 5.1 Annual Fee. MEMBER SCHOOL shall pay an annual membership fee (subject to the Affiliation Services Budget set forth in Section 5.2) equal to 1% of the guaranteed basic support payment per pupil funding that MEMBER SCHOOL receives for the Charter School for each such School Year (the "**Annual Fee**"). There will be no other additional membership fees due from MEMBER SCHOOL under this Agreement. Along with each payment of the Annual Fee, MEMBER SCHOOL shall provide DORAL supporting documentation with respect to determination of the Annual Fee, the Affiliation Services Budget, and any other document reasonably requested by DORAL.
- 5.2 Credit Against Annual Fee. Notwithstanding the foregoing, MEMBER SCHOOL shall have the right to offset against its Annual Fee, up to one-half (1/2) of the Annual Fee for each School Year during the Membership Term, for amounts actually paid for costs associated with activities, conferences, trainings and events described in Sections 2.4(m) and (t) (the "Affiliation Services"). MEMBER SCHOOL shall prepare a budget of all proposed Affiliation Services costs and expenses for which the fee shall be used (the "Affiliation Services Budget") and submit it to DORAL on or before June 1st of each year. DORAL shall have the right to review and approve the proposed Affiliation Services Budget, and shall respond to the proposed budget by July 1st of each year.
- 5.3 Annual Fee Due Date. The remainder of the Annual Fee, which shall be equal to at least one-half (1/2) of the Annual Fee plus all funds not expended by MEMBER SCHOOL under the approved Affiliation Services Budget, shall be due and payable for each applicable School Year within 30 days of the close of MEMBER SCHOOL's fiscal year.
- 5.4 Interest on Non-Payment. If MEMBER SCHOOL fails to timely pay any part of the Annual Fee, DORAL may, in its sole discretion and upon written notice, assess interest on the unpaid amounts owed at the rate of 6% per annum or the maximum permitted under applicable law, if less. Notwithstanding any designation by MEMBER SCHOOL, DORAL has the right to apply any payments by MEMBER SCHOOL to any past due indebtedness of MEMBER SCHOOL and accrued interest thereon.

6. DURATION AND TERMINATION.

- 6.1 Initial Term. Subject to the termination provisions set forth in this Agreement and in accordance with applicable Idaho statute and regulation, at the this Agreement shall commence upon the Effective Date and shall remain effective through the second (2nd) **full** School Year under this Agreement (the "**Initial Term**").
- 6.2 Renewal Term. Upon the expiration of the Initial Term, subject to the termination provisions set forth in this Agreement and in accordance with applicable Idaho statute and regulation, this Agreement shall then automatically renew annually for succeeding terms that will run concurrently with the MEMBER SCHOOL's charter contract thereafter (each, a "**Renewal Term**"), unless either party delivers written notice to the other party of its intention not to renew or continue this Agreement at least one hundred twenty (120) days

prior to the expiration of the then-current term. The term of this Agreement, as extended or otherwise renewed, shall be referred to as the “*Membership Term*”.

- 6.3 Termination Upon Loss of Charter. This Agreement shall terminate automatically upon the expiration or termination of the charter contract for the Charter School.
- 6.4 MEMBER SCHOOL Termination for Cause. During the Initial Term or any Renewal Term, MEMBER SCHOOL shall have the right to terminate this Agreement, upon a material breach of this Agreement by DORAL which is not cured within thirty (30) days of written notice from MEMBER SCHOOL to DORAL of the breach; provided, that if the breach cannot reasonably be cured within such 30-day period of written notice, such cure period shall be reasonably extended up to one hundred twenty (120) days as long as DORAL continuously and diligently prosecutes such cure.
- 6.5 DORAL Termination for Cause. In addition to DORAL’S other rights of termination set forth in this Agreement, during the Initial Term or any Renewal Term, DORAL shall have the right to terminate this Agreement immediately, upon written notice and without an opportunity to cure, unless otherwise provided, as follows:
- (a) MEMBER SCHOOL commits a material breach of this Agreement; fails to comply with any DISTRICT Standard, including failing to meet accreditation standards for Charter School, failing or substandard educational or financial performance, breach of the charter contract, or otherwise improperly uses any of the Marks or any other DORAL District Program IP, in each case that (i) would reasonably be expected to either adversely affect the validity or protectability of such Marks or any such other DORAL District Program IP, as applicable, or (ii) would reasonably be expected to impair the goodwill associated with any of the Marks or any such other DORAL District Program IP, as applicable;
 - (b) MEMBER SCHOOL discloses, duplicates or otherwise uses in an unauthorized manner any material portion of the DORAL District Program IP or any other information provided by DORAL or otherwise made available to MEMBER SCHOOL as a member of the DISTRICT;
 - (c) MEMBER SCHOOL attempts to assign, sub-license, transfer or otherwise convey, without first obtaining DORAL’s written consent, any of the rights granted to MEMBER SCHOOL by or in connection with this Agreement;
 - (d) Without limiting DORAL’s rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL continues without cure after twenty-four (24) hours of learning of any material breach of any health or safety law, ordinance or regulation, or operates the Charter School in a manner that presents a health or safety hazard to students, faculty or other persons or administrators; or
 - (e) Without limiting DORAL’s rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL fails to comply with any other applicable federal, state or local law, ordinance or other regulation promulgated by any applicable municipal, state, federal or other governmental authority within ten (10) days after learning of such noncompliance;

- (f) MEMBER SCHOOL submits any materially false statement to DORAL, DISTRICT, AdvancED or any government regulator regarding MEMBER SCHOOL's obligations under this Agreement or otherwise in connection with the Charter School's operations or participation in the DISTRICT; or
- (g) MEMBER SCHOOL winds up, sells, consolidates or merges its operations or otherwise ceases to conduct operations of the Charter School as A DORAL Academy School.

6.6 Effect of Termination. Upon termination of this Agreement for any reason:

- (a) MEMBER SCHOOL's rights to use the Marks and any other DORAL District Program IP will terminate immediately, and MEMBER SCHOOL shall immediately cease and desist from all use of the Marks and DORAL District Program IP in connection with the operations of the Charter School or otherwise;
- (b) MEMBER SCHOOL shall immediately de-identify itself as a member of the DISTRICT, including, without limitation, removing all applicable signage and other identifying symbols from the Charter School, its curriculum and other Educational Materials, unless expressly agreed to in writing by DORAL, immediately changing MEMBER SCHOOL's corporate name to a name that does not include any of the Marks, or any portion of the Marks;
- (c) MEMBER SCHOOL, at its own cost and expense, shall immediately transfer to DORAL ownership of any registered names including or having a connection to DORAL or the licensed Marks;
- (d) MEMBER SCHOOL shall immediately (and in no event later than twenty four (24) hours after expiration or termination of the Membership Term), return to DORAL or destroy (as certified by MEMBER SCHOOL), at DORAL's direction, all Confidential Information including (all of which is acknowledged by MEMBER SCHOOL to be DORAL's property);
- (e) MEMBERS SCHOOL shall pay all sums owing to DORAL within five (5) days after the effective date of termination or expiration of this Agreement, or any later date that the unpaid amounts due to DORAL are determined. In the event of termination of the Membership Term for any default of MEMBER SCHOOL, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees with respect to litigation and other proceedings, unpaid Annual Fees, and any other amounts due to DORAL; and
- (f) each party shall comply with all other applicable provisions of this Agreement which expressly or by their nature survive the expiration or termination of the Membership Term, each of which shall continue in full force and effect subsequent to and notwithstanding its expiration or termination of the Membership Term and until they are satisfied in full or by their nature expire.

6.7 RESERVED.

6.8 Force Majeure. Neither party shall be considered in default of this Agreement, if its performance of this Agreement is prevented, delayed, hindered or otherwise made

impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

- 6.9 Accrual of Fees. If DORAL terminates this Agreement during a School Year other than for convenience, DORAL shall have a right to collect and retain the entire Annual Fee for such School Year without otherwise limiting any other claim for damages. If DORAL terminates this Agreement during a School Year for convenience or if MEMBER SCHOOL terminates this Agreement for cause during a school year, the Annual Fee shall be prorated for the part of the year the Agreement was in effect without otherwise limiting either party's other claims for damages.

7. RECORDS AND REPORTING OBLIGATIONS.

- 7.1 Maintenance of Records. During the Membership Term, MEMBER SCHOOL shall maintain full, complete and accurate books, records and accounts in accordance with reasonable standards required by DORAL, including DISTRICT Standards. MEMBER SCHOOL shall make such books, records and accounts available to DORAL for auditing purposes as described in Section 7.2 below. MEMBER SCHOOL shall retain during the Membership Term, and for seven (7) years thereafter (unless otherwise required by applicable law), all books and records related to the Charter School including, without limitation, enrollment records, purchase orders, invoices and cash receipts and disbursement journals, general ledgers, and any other records designated by DORAL or required by law.
- 7.2 Audit Rights. At any time during the Membership Term and for a period of two (2) years thereafter, DORAL or its designated representatives will have the right to examine and audit MEMBER SCHOOL's records and/or its facilities, operations, and Educational Programs (including the right to visit, monitor and ensure the Charter School is complying with all DISTRICT Standards, policies and procedures during the Membership Term), upon not less than five (5) business days' prior notice and during MEMBER SCHOOL's normal business hours (except in the event of an emergency in which case no advanced notice shall be required and such examination may be performed at any reasonable time), with respect to any and all matters that relate to (a) determination of any of DORAL payments under this Agreement or (b) MEMBER SCHOOL's compliance with its obligations under this Agreement. The foregoing shall include the right for DORAL or its designated representatives to perform operational audits and inspections of the Charter School. If the audit or any other inspection should reveal that any payments to DORAL have been underpaid, then MEMBER SCHOOL shall immediately pay to DORAL the amount of the underpayment plus interest from the date such amount was due until paid at the rate of six percent (6%) per annum (or the highest rate allowed by the law if lower). The foregoing remedies shall be in addition to any other remedies DORAL may have.
- 7.3 Guidance. In addition, DORAL and its representatives may, in addition, from time to time, be available to render advice, discuss problems and offer general guidance and suggestions to MEMBER SCHOOL by telephone, e-mail, facsimile, newsletters and other methods (including as part of an operational audit) with respect to planning and operating the Charter School. DORAL's advice or guidance is generally based upon the experience of DORAL and its affiliates in operating charter schools and MEMBER SCHOOL shall hold

DORAL and its representatives harmless from any liability that results in connection with any such advice and guidance.

8. ASSIGNMENT.

This Agreement may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.

9. WARRANTIES.

Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and its status is “active” under the laws of the state of its incorporation and has all power and authority to make this Agreement and to carry on its business as it is now being conducted and as it is presently proposed to be conducted; (ii) that the person(s) signing this Agreement on behalf of the party has the full power and authority to execute this Agreement; (iii) it has been represented by counsel in connection with the negotiation and execution of this Agreement and is satisfied with the representation; (iv) it is not in violation of any law, ordinance, or governmental rule or regulation to which it is subject and has not failed to obtain any license, permit, or other governmental authorization presently obtainable and necessary to the full performance of this Agreement; and (v) its execution of this Agreement and its performance of its obligations under this Agreement will not result in (A) the breach of any term or condition of, or constitute a default under, any term or condition of any contract, agreement, arrangement, or other commitment to which it is a party or by which it is bound (including any agreement not to compete and its organizational documents), or constitute an event which, with notice, lapse of time or both, would result in such a breach or event of default nor (B) to its knowledge, result in the violation by it of any applicable statute, rule, regulation, ordinance, code, judgment, order, injunction or decree. NEITHER PARTY MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY TO THE OTHER PARTY EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MEMBER SCHOOL ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES, WARRANTIES CONDITIONS, OR ESTIMATES OF ANY KIND REGARDING FINANCING, PROFITS, PERFORMANCE, COSTS OR EXPENSES OF CHARTER SCHOOLS GENERALLY OR OF ANY SPECIFIC CHARTER SCHOOL WERE MADE BY OR ON BEHALF OF DORAL, WHICH HAVE LED MEMBER SCHOOL TO ENTER INTO THIS AGREEMENT. MEMBER SCHOOL UNDERSTANDS THAT WHETHER THE CHARTER SCHOOL SUCCEEDS IS DEPENDENT ON MULTIPLE FACTORS BEYOND DORAL’S CONTROL OR INFLUENCE.

10. GOVERNING LAW AND VENUE.

This Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida without regard to conflicts of laws principles. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of the parties hereunder shall be brought only before a federal or state court of competent jurisdiction located within Miami-Dade County, Florida.

11. SEVERABILITY AND ENFORCEABILITY.

The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

12. INDEMNIFICATION AND INSURANCE.

- 12.1 DORAL Indemnity. DORAL shall indemnify and hold harmless MEMBER SCHOOL and its directors, officers, employees, and agents from and against any and all third party claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of DORAL's breach of its obligations under this Agreement.
- 12.2 MEMBER SCHOOL Indemnity. In addition to any other obligations under this Agreement to indemnify and hold DORAL harmless, MEMBER SCHOOL agrees to indemnify and hold harmless DORAL and DISTRICT their respective members, directors, officers, employees, and agents, from and against any and all claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence of MEMBER SCHOOL the Charter School or any of their officers, directors, employees, contractors, subcontractors, or other agents in connection with or arising out of the Educational Programs, the use of the Marks, and any conduct contemplated by this Agreement; (b) disciplinary action or the termination of any employee of MEMBER SCHOOL or the Charter School; (c) any debt of MEMBER SCHOOL or the Charter School; (d) breach of this Agreement or violation of any law by MEMBER SCHOOL; and (e) personal injury, property damage, or violations of civil rights caused by or arising from the actions of MEMBER SCHOOL, the Charter School or their respective directors, officers, employees, contractors or agents; provided, that, in no event shall DORAL be entitled to any indemnification to the extent any such claim is the subject of an indemnifiable claim under Section 12.1 or was otherwise due to the negligence or willful misconduct of DORAL and DISTRICT their respective members, directors, officers, employees, and agents.
- 12.3 Procedures. Each party shall notify the other party of the existence of any third party claim, demand or other action that could give rise to a claim for indemnification under this Section (a "third-party claim") and shall give the other party a reasonable opportunity to defend the same at its own expense and with its own counsel, and the other party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the other party shall fail to undertake to defend, the party giving notice of the third party claim shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account and at the risk and expense of the other party, which the other party agrees to assume. The parties shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- 12.4 Survival. The indemnity obligations in this Section 12 and otherwise stated in this Agreement shall survive the expiration or termination of this Agreement.
- 12.5 Insurance. MEMBER SCHOOL shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance required by the charter for the Charter School, the accreditation requirements for the Charter School and DISTRICT, and as otherwise required by law, including but not limited to Commercial and General Liability Insurance, Automobile Liability Insurance, Workers Compensation and Employer's Liability Insurance, School Leader's Errors and Omissions Liability Insurance, Property Insurance, and other insurance reasonably required by DISTRICT (but no less than \$1 million per occurrence and \$5 million in total coverage). Each insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or the insurer must be

approved in writing by DORAL. DORAL and DISTRICT must be listed as additional insureds for all policies and must be given thirty (30) days written notice prior to the termination of any policy. The insurance shall commence prior to the commencement of the development and opening of the Charter School or operations as a DORAL Academy School, and shall be maintained in force, without interruption, until this Agreement is terminated, for a period of two (2) years thereafter.

- 12.6 Exclusion of Consequential and Other Indirect Damages. To the fullest extent permitted by applicable law, neither party shall be liable for any consequential, incidental, indirect, exemplary, and special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION WILL NOT APPLY TO A MISUSE OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR ANY WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR CRIMINAL ACTS.

13. CONFIDENTIALITY.

MEMBER SCHOOL acknowledges that DORAL will disclose or otherwise make available certain Confidential Information during the Membership Term, in connection with training, provision of educational guides and materials, as a result of guidance furnished to MEMBER SCHOOL and for other reasons as result of the Charter School's membership in the DISTRICT. MEMBER SCHOOL shall not acquire any interest in any such Confidential Information, other than the right to utilize it in the operation of the Charter School. MEMBER SCHOOL acknowledges that the use or duplication of the Confidential Information for any other purpose, or the unauthorized disclosure of any such Confidential Information, would constitute an unfair method of competition and would cause irreparable harm to DORAL, its affiliates and the DISTRICT, and therefore MEMBER SCHOOL shall: (a) hold all such Confidential Information in strict confidence; (b) take all steps necessary or appropriate to protect the confidentiality of the Confidential Information and to assure compliance with this Agreement by its Permitted Representatives (as defined below); (c) use such Confidential Information for the sole purpose of operating the Charter School in accordance with the terms and conditions of this Agreement; (d) restrict disclosure of such Confidential Information to those of its officers, directors, employees, professional advisors, agents and representatives (each a "*Permitted Representative*") with a need to know such information in accordance with the terms and conditions of this Agreement, and in each advise each such person of MEMBER SCHOOL'S confidentiality obligations herein and ensure that each such person is equally bound by confidentiality obligations no less stringent than those provided herein; and (e) not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information.

If MEMBER SCHOOL or any of its Permitted Representatives is required to disclose Confidential Information pursuant to judicial order or other compulsion of law, MEMBER SCHOOL will provide to DORAL prompt notice of such order, cooperate with DORAL to maintain the confidentiality of the Confidential Information, and comply with any protective order imposed on disclosure of the Confidential Information.

In the event MEMBER SCHOOL discloses any confidential or proprietary type information of MEMBER SCHOOL to DORAL and which is identified as "CONFIDENTIAL", DORAL agrees to exercise at least the same degree of care to avoid the publication or dissemination of such confidential or proprietary type information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated, but in no case less than reasonable care. DORAL agrees not to use any such confidential or proprietary type information except in the furtherance of this Agreement or

Miami, FL 33133-4953

If to MEMBER SCHOOL: Doral Academy of Idaho
Attn: Board Chair
6630 Surrey St.
Las Vegas, NV 89119

With a copy to: Doral Academy of Idaho
c/o Academica Idaho
6630 Surrey St.
Las Vegas, NV 89119

or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if sent by facsimile, shall be deemed given on the first business day immediately following transmittal.

19. EQUITABLE RELIEF.

Each party acknowledges that an actual or threatened violation of the covenants contained in Section 13 of this Agreement, as they related to both parties, or Section 2, 3 and 4, as they related to MEMBER SCHOOL and the Charter School, may cause the other party immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, in the event of such actual or threatened violation, the non-breaching party shall be entitled, as a matter of right, to seek an injunction or other equitable relief, including specific performance, from any court of competent jurisdiction restraining any further violation without any requirement to show any actual damage, irreparable harm or establish a balance of convenience, or to post any bond or other security. Such right to equitable relief shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that the non-breaching party may have at law or in equity.

20. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Confirmation of execution by electronic transmission of a facsimile or .pdf signature page will be binding upon any party so confirming.

21. ARTICLES AND OTHER HEADINGS; WAIVER OF JURY TRIAL.

The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

By: _____

By: _____

President
DORAL, Inc.

President


WITNESSED:

WITNESSED:

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

DRAFT

DRAFT

LEASE AGREEMENT

by and between

PINECREST ACADEMY OF NEVADA FOUNDATION

as Lessor

and

DORAL ACADEMY OF NORTHERN NEVADA

as Lessee

Dated as of December 1, 2017

The interest of Pinecrest Academy of Nevada Foundation in this Lease Agreement has been collaterally assigned to U.S. Bank National Association, as trustee (the "Trustee") under the Trust Indenture, dated as of December 1, 2017, by and between the Public Finance Authority and the Trustee, and is subject to the security interest of the Trustee.

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LEASE AGREEMENT

THIS LEASE AGREEMENT (as amended or supplemented from time to time, this “Lease”) is dated as of December 1, 2017 and effective December 29, 2017 and is entered into by and between PINECREST ACADEMY OF NEVADA FOUNDATION (the “Lessor”), a Nevada nonprofit corporation, as lessor, and DORAL ACADEMY OF NORTHERN NEVADA (the “Lessee”), a Nevada nonprofit corporation and a public charter school duly organized and validly existing under the laws of the State of Nevada (the “State”), as lessee.

WITNESSETH:

WHEREAS, the Lessee 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 Sections 388A.010 through 388A.695, inclusive, of the Nevada Revised Statutes, as supplemented and amended (the “Charter Schools Act”); and

WHEREAS, the Lessee is authorized by Section 388A.378 of the Charter School Act to acquire real property by lease for use as a charter school facility; and

WHEREAS, the Lessor (a) is a nonprofit corporation and an organization described in Section 501(c)(3) of the Code, which is exempt from federal taxation under Section 501(a) of the Code and (b) is authorized under its charter and bylaws, action of its governing body and applicable law, to own and manage its properties, to conduct its affairs in the State, to lease the Leased Property (defined below) pursuant to this Lease to the Lessee and to otherwise act in the manner contemplated herein; and

WHEREAS, the Lessee has determined that it is in the best interest of the Lessee to lease from the Lessor the Leased Property pursuant to this Lease; and

WHEREAS, in order to finance the Leased Property, the Lessor has entered into a Loan Agreement, dated as of December 1, 2017 (the “Agreement”), with the Public Finance Authority (the “Issuer”) under which the Issuer will make a loan (the “Loan”) to the Lessor, which Loan is secured by a Senior Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing and a Subordinate Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, each dated as of December 1, 2017, among U.S. Bank National Association, as beneficiary, the Lessor, as trustor, and U.S. Bank National Association, as trustee (collectively, the “Deed of Trust”) encumbering the Leased Property and the Lease; and

WHEREAS, in order to fund the Loan made to the Lessor pursuant to the Agreement, the Issuer has entered into an Trust Indenture, dated as of December 1, 2017 (the “Indenture”), by and between the Issuer and U.S. Bank National Association, solely in its capacity as trustee thereunder (the “Trustee”), pursuant to which the Issuer will issue its Charter School Revenue Senior Bonds (Doral Academy of Northern Nevada) Series 2017A-1 (the “Series 2017A-1 Bonds”), its Charter School Revenue Senior Bonds (Doral Academy of Northern Nevada) Series 2017A-2 (Federally Taxable) (the “Series 2017A-2 Bonds”), its Charter School Revenue Subordinate Bonds (Doral Academy of Northern Nevada) Series 2017B-1 (the “Series 2017B-1

Bonds”) and its Charter School Revenue Subordinate Bonds (Doral Academy of Northern Nevada) Series 2017B-2 (the “Series 2017B-2 Bonds” and together with the Series 2017A-1 Bonds, the Series 2017A-2 Bonds and the Series 2017B-1 Bonds, the “Series 2017 Bonds” or the “Bonds”), all as more particularly set forth in the Indenture, the proceeds of which will be used to fund the Loan; and

WHEREAS, pursuant to the Agreement and the Deed of Trust, the Lessor has (i) absolutely assigned to the Issuer all of the Lessor’s right, title and interest in, to and under this Lease, (ii) granted a security interest to the Issuer in the Leased Property and (iii) granted a lien on and encumbered the Leased Property for repayment of amounts due under the Agreement for the benefit of the Issuer and its successors and assigns; and

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

WHEREAS, the execution, delivery and performance of this Lease, the assignment by the Lessor to the Issuer, pursuant to the Agreement and the Deed of Trust, of all right, title and interest of the Lessor in, to and under this Lease and the grant by the Lessor of a security interest to the Issuer, pursuant to the Agreement, and a lien against the Leased Property pursuant to the Deed of Trust, are in the best interest of the Lessor and have been duly authorized by the governing body of the Lessor; and

WHEREAS, the Lessor desires to lease the Leased Property to the Lessee, and the Lessee desires to lease the Leased Property from the Lessor, 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 Agreement and the Deed of Trust.

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

ARTICLE I

DEFINITIONS

All words and phrases capitalized but not defined herein, shall have the meaning defined in Section 1.01 of the Indenture. In addition, the following terms, except where the context indicates otherwise, shall have the meanings in this Lease set forth below:

“Additional Rents” means the cost of all taxes; insurance premiums; reasonable expenses and fees of the Issuer (including, without limitation, the Issuer’s Administration Fee), the Trustee, the Rating Agency, the Bondholder Representative, the Construction Monitor, Excel Education Partners and the Lessor (including, but not limited to, filing fees, licenses, permits, any legal expenses incurred by the Lessor, or its officers or directors in their official or personal capacity, as provided in Section 13.01 hereof), and other expenses of the Lessor incurred in the performance of its obligations under the Loan; utility charges; costs of maintenance, upkeep, repair, restoration, modification, improvement and replacement of the Leased Property; Bond

Reserve Fund payments; Tax and Insurance Escrow Fund payments; Expense Fund payments; Rebate Fund payments; Repair and Replacement Fund payments; costs and expenses incurred by the Lessor or by its directors or officers in connection with any investigation, claim, demand, suit, action or proceeding relating to the activities of the Lessor, or such directors or officers in their capacity as such, in respect of the Leased Property, the Bonds, this Lease, the Agreement, the Indenture or any matter related thereto; and all other charges and costs, including reasonable attorneys' fees, which the Lessee assumes or agrees to pay hereunder with respect to the Leased Property, the Bonds, this Lease, the Agreement, the Indenture or any matter related thereto. Additional Rents do not include the Base Rent.

“Agreement” means the Loan Agreement, dated as of December 1, 2017, by and between the Issuer and the Lessor, and any amendments and supplements thereto made in conformity with the requirements thereof and of the Indenture.

“Base Rent” means the base rent payments payable by the Lessee pursuant to Section 6.02 hereof and as further set forth in Exhibit B hereto, as they may be amended hereunder, during the Lease Term, which constitute the base rent payments due and payable by the Lessee for and in consideration of the right to use the Leased Property during the Lease Term.

“Base Rent Payment Date” means one of the dates in the “Base Rent Payment Date” column in Exhibit B hereto, as from time to time amended or supplemented.

“Board” means the Board of Directors of the Lessee and any successor thereto.

“Capital Improvements” means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions which, under generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board, are properly chargeable as capital items.

“Cash on Hand” means the sum of cash, cash equivalents, liquid investments and unrestricted marketable securities (valued at the lower of cost or market) of the Lessee.

“Charter” means the Charter granted to the Lessee by the State Public Charter School Authority effective October 27, 2016, as amended from time to time.

“Days Cash on Hand” means the product obtained by multiplying 365 by the quotient determined by dividing (a) the Cash on Hand of the Lessee, as shown on the Lessee’s most recent unaudited or audited financial statements, as applicable, plus amounts then on deposit in the Repair and Replacement Fund by (b) the sum of total Operating Expenses (excluding depreciation and one time capital outlay, but including interest on Indebtedness) for the 12-month period ended on the last day of the month immediately preceding such date plus principal payments due on the Bonds during such period.

“Event of Default” means one or more events as defined in Section 12.01 hereof.

“Extraordinary Revenues” means (a) all Net Proceeds, if any, of casualty insurance, title insurance, performance bonds, condemnation awards and any Net Proceeds received in

connection with the Leased Property, not applied to the repair, restoration, modification, improvement or replacement thereof; and (b) all proceeds, if any, derived from the sale, repossession, liquidation or other disposition of the Leased Property.

“Fiscal Year” means the Lessee’s fiscal year, which begins on July 1 and ends on June 30 of each calendar year.

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other causes not within the control of the Lessee.

“Gross Revenues” means all revenues, rentals, fees, third-party payments, receipts, donations, contributions or other income of the Lessee or derived from the Leased Property, 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 (whether paid to the Trustee by the Lessee or on behalf of the Lessee), proceeds derived from insurance, condemnation proceeds, accounts, contract rights and other rights and assets, whether now or hereafter owned, held or possessed by the Lessee which are derived from the Leased Property; and all gifts, grants, bequests and contributions (including income and profits therefrom) specifically restricted by the donor or maker thereof to the Leased Property, 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.

“Indebtedness” means all indebtedness of the Lessee for borrowed moneys, including indebtedness which has been incurred or assumed in connection with the acquisition, construction, improvement, renovation or equipping of the Leased Property, all indebtedness, no matter how created, secured by the Leased Property or the Gross Revenues, whether or not such indebtedness is assumed by the Lessee, any Capital Leases or operating leases, installment purchase obligations and guaranties related to the Leased Property.

“Indenture” means the Trust Indenture, dated as of December 1, 2017, by and between the Issuer and the Trustee, including any indentures supplemental thereto made in conformity therewith, pursuant to which the Bonds are authorized to be issued and secured.

“Issuer” the Public Finance Authority, a Wisconsin bond issuing commission created under Section 66.0304 of the Wisconsin Statutes, as amended, or its successors and assigns.

“Lease” means this Lease Agreement, dated as of December 1, 2017 and effective December 29, 2017, by and between the Lessor and the Lessee and any amendments or supplements hereto, including all exhibits hereto and thereto.

“Lease Revenues” means (a) Extraordinary Revenues, if any; (b) the Base Rent; (c) any portion of the proceeds of any Bonds deposited with or by the Trustee in the Bond Interest Fund to pay accrued interest on the Bonds; (d) any earnings on moneys on deposit in the Bond Interest Fund and Bond Principal Fund; (e) all other revenues derived from this Lease, excluding

Additional Rents (other than Bond Reserve Fund payments made to the Trustee pursuant to Section 6.02(b) hereof), payments constituting compensation to the Trustee for its services and payments or reimbursements to the Issuer, the Trustee, the Bondholder Representative, Excel Education Partners, the Construction Monitor or the Lessor for costs or expenses; and (f) any other moneys to which the Trustee may be entitled for the benefit of the Registered Owners.

“Lease Term” means the term during which the Lessee is the lessee of the Leased Property under this Lease as provided in Section 4.01 hereof. Certain provisions of this Lease survive the expiration or end of the Lease Term as provided in Section 4.01(c) hereof.

“Leased Property” means the real property described in Exhibit A hereto and all improvements now or in the future located thereon, as from time to time amended or supplemented, together with all other property that may be designated as part of the Leased Property in any amendment or supplement hereto, less any property damaged, destroyed or condemned as provided in Section 9.01 hereof.

“Lessee Documents” means, collectively, this Lease, the Continuing Disclosure Agreement and the Custodial Agreement and each of the other agreements, certificates, contracts or instruments to be executed by the Lessee in connection with the issuance of the Bonds.

“Lock-Box Budget” has the meaning given that term in Section 12.06 of this Agreement.

“Lock-Box Event” means the occurrence of an Event of Default under the Agreement that has not been cured and which triggers a Lock-Box Notice.

“Lock-Box Notice” has the meaning given that term in Section 12.06 of this Lease.

“Long-Term Indebtedness” means all Senior Indebtedness created, assumed or guaranteed by the Lessee that matures by its terms (in the absence of the exercise of any earlier right of demand), or is renewable at the option of the Lessee to a date, more than one year after the original creation, assumption, or guarantee of such Indebtedness by the Lessee.

“Manager” means Academica Nevada, LLC, a Nevada limited liability company, its successors and assigns, or such other management company as is approved by the Lessee.

“Maximum Annual Debt Service” means, as of any date of calculation, the highest Annual Debt Service Requirements (excluding all or a portion of the final maturity payment for any Indebtedness in an amount equal to funds on deposit in a debt service reserve fund that are permitted to be applied to the payment of such final maturity at the time of such final maturity at the time of such final maturity) with respect to all outstanding Indebtedness for any succeeding fiscal year of the Lessee.

“Net Income Available for Debt Service” means, for any period of determination thereof, the aggregate Gross Revenues of the Lessee 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) gain or loss in the extinguishment of Senior Indebtedness, (iii) proceeds of the Bonds and any other Senior Indebtedness permitted by the Agreement, and (iv) proceeds of insurance policies, other than policies for business

interruption insurance, maintained by or for the benefit of the Lessee, the proceeds of any sale, transfer or other disposition of the Leased Property or any other of the Lessee's assets by the Lessee, and any condemnation or any other damage award received by or owing to the Lessee.

"Net Proceeds" means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof less the expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

"Operating Expenses" means fees and expenses of the Lessee incurred with respect to the Leased Property, including maintenance, repair expenses, utility expenses, administrative, accounting, legal and other similar professional expenses, miscellaneous operating expenses, management fees, advertising costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the Lessee, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Lessee not otherwise mentioned in the Agreement, 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 Lessee; provided however, "Operating Expenses" shall not include (i) depreciation and amortization expenses and (ii) those expenses which are actually paid from any revenues of the Lessee which are not Gross Revenues.

"Permitted Encumbrances" has the meaning set forth in the Indenture.

"Permitted Subordinate Indebtedness" means indebtedness of the Lessee, including any leasehold interests and any capital and/or operating leases entered into by the Lessee, in an aggregate amount not to exceed \$250,000 and subordinate to the senior obligations of the Lessee under the Agreement with the approval of the Bondholder Representative.

"Purchase Option Price" means an amount payable, at the option of the Lessee, on or after the Closing Date of the Series 2017 Bonds for the purpose of terminating the payment obligation of the Lessee under this Lease with respect to the Leased Property and purchasing the Lessor's interest in the Leased Property, which amount, when added to the amounts then on deposit in the Bond Principal Fund, the Bond Interest Fund and the Bond Reserve Fund with respect to the Leased Property (other than moneys held by the Trustee for the payment of the Bonds under the Indenture not deemed Outstanding), shall be sufficient (i) to pay, defease, retire and/or redeem all the Outstanding Series 2017 Bonds issued to finance the Leased Property in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, the principal of and interest to maturity or earliest applicable redemption date of the Series 2017 Bonds and premium, if any, thereon, the expenses of defeasance and/or redemption, including escrow agent fees, if any, fees and expenses of the Issuer and the Trustee and fees and expenses incurred by the Bondholder Representative), (ii) in case of redemption, to make arrangements satisfactory to the Trustee for the giving of the required notice of redemption and (iii) to make any payment of rebate with respect to the Series 2017 Bonds to be paid, defeased, retired and/or redeemed.

"Requirement of Law" means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment,

any common law doctrine or theory, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to environmental, health or safety matters.

“Senior Indebtedness” means all indebtedness of the Lessee for borrowed moneys which has equal priority in right and timing of payment to the payment of amounts owing under the Senior Promissory Notes, including indebtedness which has been incurred or assumed in connection with the acquisition, construction, improvement, renovation or equipping of the Leased Property, all indebtedness, no matter how created, secured on a senior basis by the Leased Property or the Gross Revenues, whether or not such indebtedness is assumed by the Lessee, any Capital Leases or operating leases, installment purchase obligations and guaranties related to the Leased Property.

“State” means the State of Nevada.

“State Payments” means any and all payments made by the State to the Lessee pursuant to the Charter Schools Act which are permitted to be used as Gross Revenues.

“Trustee” means U.S. Bank National Association, Salt Lake City, Utah, being the paying agent, the registrar and the trustee under the Indenture, or any successor corporate trustee.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants, for the benefit of the Lessor, and its successors and assigns, including without limitation, the Trustee, the Issuer, the Bondholder Representative and the Registered Owners, as follows:

(a) The Lessee is and will remain, a nonprofit corporation and a public charter school duly organized and validly existing under the Charter Schools Act. The Lessee is authorized by Section 388A.378 of the Charter Schools Act, (i) to lease the Leased Property from the Lessor pursuant to this Lease and (ii) to execute, deliver and perform its obligations under this Lease. The execution, delivery and performance of this Lease have been duly authorized by the Lessee and this Lease is enforceable against the Lessee in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and equitable principles, whether considered at law or in equity.

(b) Nothing in this Lease shall be construed as diminishing, unlawfully delegating or otherwise restricting any of the sovereign powers of the Lessee. Nothing in this Lease shall be construed to require the Lessee to operate the Leased Property other than as lessee under the requirements of this Lease.

(c) The execution, delivery and performance of this Lease are in the best interests of the Lessee, serve a public purpose and have been duly authorized by the Lessee.

(d) 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 Lessee's charter contract, or of any material restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, or constitutes a default under any of the foregoing or, except as specifically provided in this Lease and the Agreement, results in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Lessee.

(e) There is no litigation or proceeding pending or, to the knowledge of the Lessee, threatened against the Lessee or any other Person affecting the right of the Lessee to execute and deliver this Lease, the ability of the Lessee to make the payments required hereunder or the ability of the Lessee otherwise to comply with its obligations under this Lease.

To the best knowledge of the Lessee, except as disclosed in writing to the Lessor and the Issuer: (i) the Leased Property has at all times been operated in substantial compliance with all Requirements of Law; (ii) all permits required by Requirements of Law in respect of the Leased Property have been or will be obtained and are in full force and effect and the Lessee 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 Requirements of Law in connection with the Leased Property and there are no grounds on which any such litigation, investigation or proceedings might be commenced against the Lessee; (iv) the Leased Property is not subject to any judgment, injunction, writ, order or agreement respecting any Requirements of Law; (v) there is no Hazardous Substance located on, in or under the Leased Property in violation of any Requirements of Law; (vi) there has been (to Lessee's actual knowledge) no disposal of any Hazardous Substance on, from, into or out of the Leased Property in violation of any Requirements of Law; and (vii) there has been (to Lessee'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 Leased Property 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 Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

(f) The Leased Property complies in all respects with applicable zoning and safety ordinances.

(g) The Leased Property will be operated in accordance with all Requirements of Law.

(h) The governing board of the Lessee has determined that the Leased Property is necessary and essential to the Lessee's operations.

(i) The Lessee will recognize economic and other benefits by leasing the Leased Property.

(j) The Lessee will provide written notice to the Trustee, the Issuer, the Bondholder Representative and the Lessor immediately (but not later than 5 days) in the event the Lessee receives notice that the Lessee's charter is being recommended for revocation, revoked, not renewed or proceedings are commenced with respect to a revocation.

(k) The Lessee is currently in compliance with and in the future will comply with all applicable federal and state nondiscrimination laws.

(l) The Lessee will comply with the provisions of Securities and Exchange Commission Rule 15c2-12.

(m) The Lessee 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 Lessee 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 Lessee 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 Lessee 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 Lessee'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 Lessee. No administrative or judicial proceedings are pending or threatened which may, in any way, adversely affect the classification of the Lessee 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.

(n) Neither the representations of the Lessee contained in this Lease, the Limited Offering Memorandum and the Tax Certificate, nor any oral or written statements, furnished by the Lessee, nor written statements furnished on behalf of the Lessee, to the Issuer, bond counsel, the Bondholder Representative, Bondholder Representative's counsel, the Underwriter or Underwriter's counsel 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 Lessee has not disclosed to the Issuer, the Bondholder Representative and the Underwriter of the Bonds in writing that materially and adversely affect or in the future may (so far as the Lessee can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Lessee, or the ability of the Lessee to perform its obligations under this Lease and the Tax Certificate or any documents or transactions contemplated hereby or thereby.

(o) The Lessee will deliver prompt written notice to the Lessor, the Bondholder Representative and the Trustee 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.

Section 2.02 Representations, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants, for the benefit of the Lessee, the Trustee, the Issuer, the Bondholder Representative and the Registered Owners, as follows:

(a) The Lessor 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, lessee and lessor) real and personal property, has all necessary power to borrow money from the Issuer pursuant to the Agreement, to lease the Leased Property to the Lessee pursuant to this Lease and to execute, deliver and perform its obligations under the Agreement and this Lease and has duly authorized the execution, delivery and performance of its obligations under the Agreement and this Lease.

(b) The Lessor shall at all times maintain its corporate existence and maintain, preserve and renew all the rights and powers provided to it under its certificate of organization, bylaws, action of its governing body and applicable law.

(c) This Lease is enforceable against the Lessor in accordance with its respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

(d) The Leased Property will be leased by the Lessor in accordance with all Requirements of Law.

(e) 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 Lessor is now a party or by which the Lessor is bound or constitutes a default under any of the foregoing.

(f) Except as specifically provided in the Agreement and this Lease, the Lessor will not assign the Agreement or this Lease, its rights to payments from the Lessee or its duties and obligations hereunder or thereunder to any other person, firm, corporation or other entity.

ARTICLE III

DEMISING CLAUSE

The Lessor demises and leases the Leased Property to the Lessee, and the Lessee leases the Leased Property from the Lessor in accordance with the provisions of this Lease, for use solely as an educational facility and purposes ancillary thereto, and for no other purpose, subject only to Permitted Encumbrances, to have and to hold for the Lease Term. For purposes of the foregoing, “ancillary purposes” includes the use of portions of the Leased Property by the Manager in accordance with the Management Agreement (as hereinafter defined).

ARTICLE IV

LEASE TERM

Section 4.01 Lease Term.

(a) The Lease Term shall commence on the effective date first written above and end on July 15, 2024, subject to earlier termination in accordance with this Lease.

(b) The Lease Term shall expire or end upon the earliest of any of the following events:

(i) The exercise by the Lessee of its option to purchase the Lessor’s interest in all the Leased Property, granted under the provisions of this Lease;

(ii) an Event of Default and termination of this Lease by the Lessor or its assigns, including, without limitation, the Trustee as provided in Article XII hereof; or

(iii) discharge of the Indenture, as provided in Article VII thereof.

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

ARTICLE V

ENJOYMENT OF LEASED PROPERTY

The Lessor hereby covenants that during the Lease Term and so long as the Lessee complies with the provisions hereof, the Lessee shall peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the Lessor, except as expressly required or permitted by this Lease and subject to the terms, covenants, conditions and provisions of this Lease, the Permitted Encumbrances, the Deed of Trust and the Indenture. The Lessor shall not interfere with the quiet use and enjoyment of the Leased Property by the Lessee during the Lease Term so long as no Event of Default shall have occurred. The Lessor shall, at the request of the Lessee and at the cost of the Lessee, join and cooperate fully in any legal action in which the Lessee asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Lessee may, at its own expense, join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder.

ARTICLE VI

PAYMENTS BY THE LESSEE

Section 6.01 Reserved.

Section 6.02 Base Rent and Additional Rents; Triple Net Lease.

(a) Base Rent. The Lessee shall pay or cause to be paid Base Rent directly to the Lessor during the Lease Term, on the Base Rent Payment Dates, without notice or demand. The Base Rent during the Lease Term shall be in the amounts set forth in Exhibit B hereto, as from time to time amended or supplemented.

(b) Additional Rents. The Lessee shall pay Additional Rents during the Lease Term as herein provided. The Additional Rents during the Lease Term shall be estimated annually by the Lessor and the Lessee and such estimate shall be in an amount sufficient to pay the following costs during the next ensuing Fiscal Year: (i) payments into the Expense Fund required by Section 3.23 of the Indenture; (ii) payments into the Tax and Insurance Escrow Fund required by Section 3.15 of the Indenture; (iii) the cost of utility charges, maintenance, upkeep and repair costs; (iv) payments into the Bond Reserve Fund required by Section 3.06 of the Indenture; (v) payments into the Rebate Fund required by Section 3.16 of the Indenture; (vi) payments of \$30,000 per year commencing on July 1, 2019 and on each July 1 thereafter (until such time as the Repair and Replacement Fund Requirement is on deposit) into the Repair and Replacement Fund required by Section 3.08 of the Indenture and Section 5.01(f) of the Agreement (as such amount may be adjusted pursuant to an increase of the Repair and Replacement Requirement as set forth in Section 4.03 of the Agreement); and (viii) all other costs included in the definition of, or expressly required to be paid by the Lessee as, Additional Rents hereunder and all other amounts to be paid by the Lessor to the Issuer, the

Bondholder Representative, Excel Education Partners, or the Trustee under the Indenture or the Agreement. The Lessee hereby agrees that, to the extent that Bond Reserve Fund moneys are applied pursuant to Section 3.06 of the Indenture or, to the extent that, for any other reason, the amounts in any account within the Bond Reserve Fund are less than the Bond Reserve Requirement, the Lessee will promptly pay to the Trustee in accordance with Section 5.01 of the Agreement, for deposit in the Bond Reserve Fund, from the amounts for the payment of Additional Rents, such amounts as are required to restore the amount on deposit in the Bond Reserve Fund to the Bond Reserve Requirement. The Lessee hereby expressly agrees to pay to the Lessor, as Additional Rents, all costs and expenses incurred by the Lessor in connection with any investigation, claim, demand, suit, action or proceeding relating to the activities of the Lessor or the Lessee in respect of the Leased Property, the Agreement, this Lease, the Bonds or any matter related thereto.

(c) Absolute Net Lease. This Lease shall be deemed and construed to be an “absolute net lease,” and the Lessee shall pay absolutely all ownership, operation, maintenance, repair, replacement and other costs of the Leased Property during the Lease Term, including the Base Rent, Additional Rents and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff.

Section 6.03 Manner of Payment. The Base Rent and any Additional Rents shall be paid by lawful money of the United States of America by or on behalf of the Lessee directly to the Custodian pursuant to the terms of the Custodial Agreement and transferred to the Trustee for deposit in accordance with the Indenture. The obligation of the Lessee to pay the Base Rent and Additional Rents required under this Article and other provisions hereof, during the Lease Term, shall be absolute and unconditional, and payment of the Base Rent and Additional Rents shall not be abated for any reason, including without limitation, by reason of accident or unforeseen circumstances. Notwithstanding any dispute between the Lessee and the Issuer, the Lessor, the Trustee, any Beneficial Owner, any contractor or subcontractor retained with respect to the Leased Property, or any other person, the Lessee shall, during the Lease Term, make all payments of Base Rent and Additional Rents when due and shall not withhold any Base Rent or Additional Rents pending final resolution of such dispute (except to the extent permitted by Sections 7.02 and 8.03 hereof with respect to certain Additional Rents), nor shall the Lessee 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 Lessee of any rights, claims or defenses which the Lessee may assert. No action or inaction on the part of the Lessor or the Trustee shall affect the Lessee’s obligation to pay Base Rent and Additional Rents during the Lease Term.

Section 6.04 Necessity of the Leased Property; Determinations as to Fair Market Value. The Lessee hereby declares its current need for the Leased Property and further determines and declares its expectation that the Leased Property will (so long as it is subject to the terms hereof) adequately serve the needs for which it is being leased throughout the stated term of this Lease. The Lessee hereby agrees and determines that the Base Rent during each year of the Lease Term represents not more than the fair value of the use of the Leased Property during such year. In making such declarations and determinations, the Lessee has given consideration to the uses and purposes for which the Leased Property will be employed by the Lessee, the benefit to the

Lessee by reason of the Leased Property, and the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease.

Section 6.05 Disposition of Base Rent. Upon receipt by the Lessor of each payment of Base Rent and Additional Rents, the Lessor shall pay such Base Rent and Additional Rents amounts to the Trustee pursuant to the terms of the Agreement and the Trustee shall deposit the amount of each Base Rent payment in the Revenue Fund under the Indenture.

ARTICLE VII

TITLE TO THE IMPROVEMENTS TO THE LEASED PROPERTY;

LIMITATIONS ON ENCUMBRANCES

Section 7.01 Title to the Leased Property.

(a) Except as provided in Section 8.02(c), any alterations, additions or improvements to the Leased Property, or replacements thereof, shall, upon completion of construction thereof, become part of the Leased Property and the property of the Lessor without payment therefor by the Lessor and shall be surrendered to the Lessor at the end of the Lease Term.

(b) The Lessee shall have no right, title or interest in the Leased Property or any alterations, additions, improvements and modifications thereto or replacements thereof, except as expressly set forth in this Lease.

Section 7.02 No Encumbrance, Deed of Trust or Pledge of Leased Property. The Lessee shall not permit any mechanic's or other lien to be filed or remain against the Leased Property or Lessee's interest under this Lease. The Lessee shall cause any mechanic's or other lien filed against the Leased Property or Lessee's interest under this Lease to be discharged of record or bonded to the satisfaction of the Lessor and Bondholder Representative within thirty (30) days subsequent to the filing thereof. If the Lessee fails to discharge or bond any such lien, the Lessor and Bondholder Representative, in addition to all other rights or remedies provided in this Lease, may bond such lien or claim (or pay-off said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof, and all expenses incurred by the Lessor and Bondholder Representative in so discharging or bonding said lien or claim, including reasonable attorney's fees, shall be paid by the Lessee to the Lessor as Additional Rent within ten (10) days after demand. Nothing herein contained shall be construed as: (i) a consent by the Lessor or Bondholder Representative to the making of any alteration, improvement, installation or addition; or (ii) an acknowledgment that any such alteration, improvement, installation or addition was made for the benefit of the Lessor rather than the Lessee so as to give rise to any right or claim on behalf of any laborer or materialman to file any mechanics' lien or any other lien purporting to affect the Lessor's property.

Section 7.03 Compliance With Requirements of Law. The Lessee shall at all times use and operate the Leased Property, or cause the Leased Property to be used and operated, such that (a) the Leased Property at all times shall be used and operated in substantial compliance with all

Requirements of Law; (b) all permits required by Requirements of Law in respect of the Leased Property shall be obtained and maintained in full force and effect and the Lessee shall comply with the material terms and conditions of such permits; (c) there shall be no Hazardous Substance located on, in or under the Leased Property in violation of any Requirements of Law; (d) there shall be no disposal of any Hazardous Substance on, from, into or out of the Leased Property in violation of any Requirements of Law; (e) there shall be 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 Leased Property 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 Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

ARTICLE VIII

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01 Maintenance of the Leased Property by the Lessee. The Lessee agrees that at all times during the Lease Term the Lessee will, at the Lessee's sole cost and expense, maintain, preserve and keep the Leased Property or cause the Leased Property to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, subject to normal wear and tear, and that the Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements, except as otherwise provided in Section 9.03 hereof. None of the Issuer, the Lessor, the Trustee, the Bondholder Representative or any of the Registered Owners shall have any responsibility in any of these matters or for the making of any additions, modifications or replacements to the Leased Property.

Section 8.02 Modification of the Leased Property; Installation of Equipment and Personal Property of the Lessee.

(a) The Lessee, upon giving prior notice to the Lessor, the Bondholder Representative and the Trustee, may remodel or make substitutions, additions, modifications or improvements to the Leased Property, at its own cost and expense to pay for the cost of Capital Improvements to the Leased Property; and the same shall be part of the Leased Property, subject to, and shall be included under the terms of this Lease; provided, however, that (i) such remodeling, substitutions, additions, modifications and improvements shall not in any way damage the Leased Property or cause them to be used for purposes other than as permitted pursuant to this Lease; and (ii) the Leased Property, as remodeled, improved or altered, upon completion of such remodeling, or such making of substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Leased Property immediately prior to such remodeling or such making of substitutions, additions, modifications and improvements and all of such improvements or alterations shall become part of the Leased Property without amendment of this Lease. All work shall be commenced and prosecuted diligently to completion in a good and workmanlike manner in accordance with all applicable legal requirements.

(b) The Lessee may also, from time to time in its sole discretion and at its own expense, install equipment and personal property (which are not to be fixtures) in or on the Leased Property. All such equipment and personal property shall remain the sole property of the Lessee in which none of the Issuer, the Lessor, the Trustee or the Beneficial Owners shall have any interest; provided, however, that any such equipment and personal property which becomes permanently affixed to the Leased Property shall become part of the Leased Property, subject to this Lease and shall be included under the terms of this Lease. Equipment and personal property which is affixed to the Leased Property, but which can be removed without material damage to the Leased Property shall not be deemed to be permanently affixed and shall remain Lessee's property in all respects subject to the security interest provided in Section 13.17 hereof. The Lessee may also finance the costs of acquiring or leasing equipment related to the Lessee's charter school operations. In the event the Lessee chooses to finance the acquisition of such equipment, such financing shall be unsecured, subordinate, or secured by purchase money security interests and shall be in an aggregate principal amount which, together with any other subordinate debt, shall not exceed \$250,000 outstanding at any one time without the prior written approval of the Bondholder Representative or the Beneficial Owners of not less than a majority of the outstanding Senior Bonds. If the Lessee chooses to lease such equipment, the Lessor hereby agrees to provide waivers of distraint required in connection with such lease.

Section 8.03 Taxes, Other Governmental Charges and Utility Charges. The Lessee shall use its reasonable good faith best efforts to maintain the Leased Property as exempt from ad valorem property or other taxes to the extent allowable by law. In the event that the Leased Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the Lessee shall pay the amount of all such taxes, assessments and governmental charges then due as Additional Rents. With respect to

special assessments or other governmental charges that may be lawfully paid in installments over a period of years, the Lessee shall be obligated to provide only for such installments as are required to be paid during each Fiscal Year during the Lease Term. The Lessee shall not allow any liens for unpaid taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof other than the lien for ad valorem taxes not yet overdue (including, without limitation, any taxes levied thereon which, if not paid, will become a charge on the rentals and receipts from the Leased Property or any portion thereof, or any interest therein, including the interest of the Issuer, the Lessor, the Trustee or the Beneficial Owners) or the rentals and revenues derived therefrom or hereunder. The Lessee shall also pay as Additional Rents, as the same respectively become due, all gas, water, steam, electricity, heat, power, utility and other charges incurred in the maintenance and upkeep of the Leased Property.

Section 8.04 Provisions Regarding Casualty and Property Damage Insurance. Throughout the Lease Term (except with respect to the insurance coverage required in subsection (a) below which the Lessee shall obtain upon completion of the Leased Property and maintain throughout the remainder of the Lease Term thereafter), Lessee shall keep the Leased Property continuously insured against the following risks, paying as the same become due and payable all premiums with respect thereto:

(a) insurance against loss or damage to the Leased Property and all improvements therein (including, during any period of time when the Lessee is making alterations, repairs or improvements to the Leased Property, improvements and betterment's coverage), all subject to standard form exclusions, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State, in an amount equal to the greater of the full replacement value of the Building or the aggregate principal amount of the Bonds then Outstanding, unless the insurable value is less than the aggregate principal amount of the Bonds Outstanding, in which event in an amount equal to the full replacement value of the Building;

(b) commercial general liability, professional liability and automobile liability insurance against claims arising in, on or about the Leased Property, including in, on or about the sidewalks or premises adjacent to the Leased Property, providing coverage limits not less than the coverage limits customarily carried by owners or operators of facilities of similar size and character within the State;

(c) to the extent available, rental value insurance covering all risks as to which insurance is required pursuant to (a) above, in an amount equal to not less than the amounts required to be paid pursuant to Section 6.02(a) hereof for a period of not less than 12 months. If any such loss or damage has occurred, the Lessee shall continue to be obligated to pay the amounts required to be paid pursuant to Section 6.02(a) hereof, and any proceeds of such insurance shall be applied against all or part of such payment obligations of the Lessee;

(d) such other forms of insurance as are customary in the industry or as the Lessee is required by law to provide with respect to the Leased Property, including,

without limitation, any legally required worker's compensation insurance and disability benefits insurance; and

(e) such other insurance as Lessor is obligated to carry under the Agreement or the Deed of Trust.

All the insurance coverage required by this Section may be subject to deductible clauses in such amounts as are customary for facilities of similar size and character within the State.

All policies maintained (or caused to be maintained) by Lessee pursuant to this Section shall be taken out and maintained in generally recognized, responsible insurance companies, which may include "captive" insurance companies or governmental insurance pools, selected by the Lessee and approved by the Bondholder Representative. The insurance policies required by subsections (a) and (d) of this Section shall name the Trustee, the Issuer and the Lessor as insureds as their respective interests may appear and shall name the Trustee as a mortgagee and loss payee under the terms of a standard State mortgagee loss payable endorsement. The Trustee shall also be named as an additional insured on the policy required by subsection (b) of this Section. All insurance proceeds for losses (except for worker's compensation, fidelity insurance and liability insurance), shall be paid in accordance with Section 7.01 of the Indenture. Such policies or certificates of insurance shall (i) provide that (except as to insurance required pursuant to subsections (c) and (e) of this Section) the insurer will endeavor to mail 30 days' written notice to the Issuer, the Trustee and the Bondholder Representative of any cancellation prior to expiration of such policy, and (ii) be satisfactory in all other respects to the Issuer and be approved by the Bondholder Representative.

Notwithstanding the foregoing, the Lessee may, in its discretion, provide any of the insurance required by this Section under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks. The Lessee shall pay the premiums for all insurance required by the Agreement as part of the Additional Rents.

The Lessee shall deliver to the Trustee (a) upon the commencement of the term of this Lease, the certificate of insurance which the Lessee is then required to maintain pursuant to this Section, together with evidence as to the payment of all premiums then due thereon, (b) at least 30 days prior to the expiration of any such policies evidence as to the renewal thereof, if then required by this Section, and the payment of all premiums then due with respect thereto, and (c) promptly upon request by the Issuer, the Bondholder Representative or the Trustee, but in any case within 30 days after the end of each Fiscal Year, a certificate of an Authorized Representative of the Lessee setting forth the particulars as to all insurance policies maintained by the Lessee pursuant to this Section and certifying that such insurance policies are in full force and effect, that such policies comply with the provisions of this Section and that all premiums then due thereon have been paid.

At least once each calendar year the Lessee shall employ, at its expense, an independent insurance consultant to review the insurance coverage required by this Section and to render to the Trustee, the Bondholder Representative and the Lessee a report as to the adequacy of such coverage and as to its recommendations, if any, for adjustments thereto. The insurance coverage provided by this Section may be reduced or otherwise adjusted by the Lessee provided that all

coverages after such reduction or other adjustment are certified by the independent insurance consultant to be adequate. The insurance coverage provided by this Section shall be increased or otherwise adjusted by the Lessee if as a result of such review the independent insurance consultant finds that the existing coverage is inadequate. The insurance coverage required by this Section, and modification thereof permitted or required by this paragraph, shall at all times be adequate and customary for charter school facilities of like size and type and within the same geographic area, and the independent insurance consultant shall so certify in the report required by this paragraph.

ARTICLE IX

DAMAGE, DESTRUCTION OR CONDEMNATION; USE OF NET PROCEEDS

Section 9.01 Damage, Destruction or Condemnation. If, during the Lease Term, (a) the Leased Property, or any portion thereof, shall be destroyed (in whole or in part), or damaged by fire or other casualty; (b) title to, or the temporary or permanent use of, the Leased Property, or any portion thereof or the estate of the Lessee, the Issuer, the Lessor or the Trustee in the Leased Property or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; (c) breach of warranty or any material defect with respect to the Leased Property shall become apparent; or (d) title to or the use of all or any portion of the Leased Property shall be lost by reason of defect in the title thereto, then, the Lessee shall be obligated, subject to the provisions of Section 9.03 hereof, to continue to pay the amounts specified in Section 9.02 hereof and to pay the amounts specified in Section 6.02 hereof.

Section 9.02 Obligation of the Lessee to Repair and Replace the Leased Property. Except as set forth in Section 9.03 hereof all Net Proceeds of any insurance, performance bonds or condemnation awards shall be applied in accordance with Section 7.01 of the 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 Lessor, subject to the Agreement, this Lease and the Indenture, and shall be included as part of the Leased Property under this Lease, the Agreement and the Indenture. The Lessee shall comply with all conditions to disbursement of Net Proceeds under the Agreement, including deposit with the Trustee of additional sums needed for the repair or restoration.

Section 9.03 Insufficiency of Net Proceeds. If there occurs an event described in Section 9.01 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 Leased Property required under Section 9.02 hereof, the Lessee shall proceed as follows:

The Lessee shall, in accordance with Section 9.02 hereof, repair, restore, modify or improve the Leased Property or replace the Leased Property (or portion thereof) with property of a value equal to or in excess of the Leased Property as it existed prior to such event, and pay as Additional Rents any cost in excess of the amount of the Net Proceeds, and the Lessee agrees that, if by reason of any such insufficiency of the Net Proceeds, the Lessee shall make any Additional Rents payments pursuant to the provisions of this paragraph, the Lessee shall not be

entitled to any reimbursement therefor from the Lessor, the Issuer, the Trustee, the Bondholder Representative, the Beneficial Owners or the Registered Owners, nor shall the Lessee be entitled to any diminution of the Base Rent and Additional Rents payable under Section 6.02 hereof.

Section 9.04 Cooperation of the Lessor. The Lessor shall cooperate fully with the Lessee and the Trustee in filing any proof of loss with respect to any insurance policy or

performance bond covering the events described in Section 9.01 hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Leased Property, and hereby assigns to the Trustee its interests in such policies solely for such purposes. In no event shall the Lessor voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to defaults or breaches of warranty under any contract relating to the Leased Property or any portion thereof without the written consent of the Trustee, the Bondholder Representative and the Lessee. The Lessee shall pay to the Lessor as Additional Rents all reasonable fees and expenses incurred by the Lessor, the Bondholder Representative or the Trustee under this Section. This Section shall not be construed to obligate the Lessor to advance its own funds in order to take any action hereunder.

ARTICLE X

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 10.01 Disclaimer of Warranties; AS-IS Condition; Surrender. NONE OF THE ISSUER, THE LESSOR, THE BONDHOLDER REPRESENTATIVE OR THE TRUSTEE MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. The Lessee hereby acknowledges and declares that the Lessee has fully participated in, and will fully participate in, the design, maintenance and operation of the Leased Property, and that none of the Issuer, the Trustee, the Bondholder Representative or the Beneficial Owners has any responsibility therefor. The Lessee hereby acknowledges and agrees that none of the Issuer, the Lessor, the Bondholder Representative or the Trustee is under any obligation to maintain, repair, replace, alter or improve the Leased Property or to provide or render any services to Lessee prior to or at any time during the Lease Term, and the Lessee agrees to accept the Leased Property in their "AS-IS, WHERE-IS" condition as of the commencement of the Lease Term. In no event shall the Issuer, the Lessor, the Trustee, the Bondholder Representative or the Beneficial Owners be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the Lessee of any item, product or service provided for herein. The Lessor shall, at the expiration or sooner termination of the Lease Term, promptly surrender the Leased Property in good order and condition and in conformity with the applicable provisions of this Lease, excepting only normal wear and tear.

Section 10.02 Further Assurances and Corrective Instruments. The Lessor and the Lessee agree that so long as this Lease is in full force and effect and no Event of Default shall have occurred, the Lessor and the Lessee shall have full power to carry out the acts and agreements provided herein and they will, so far as it may be authorized by law, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention of or facilitating the performance of this Lease. This Section shall not be construed to obligate the Lessor to advance its own funds, other than proceeds of the Bonds, in order to take any action hereunder.

Section 10.03 The Lessor, Lessee or Trustee Representatives. Whenever under the provisions hereof the approval of the Lessor, the Lessee or the Trustee is required, or the Lessee, the Lessor or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Lessor by the Authorized Representative of the Lessor, for the Lessee by the Authorized Representative of the Lessee and for the Trustee by an authorized officer of the Trustee, and the Lessor, the Lessee and the Trustee shall be authorized to act on any such approval or request.

Section 10.04 Granting of Easements. As long as no Event of Default shall have happened and be continuing, the Lessor and the Trustee shall at any time, upon the request of the Lessee but with the prior written consent of the Bondholder Representative, consent to the grant of easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property included in the Leased Property, free from this Lease, the Agreement and the Indenture and any security interest or other encumbrance created hereunder or thereunder; the Lessor and the Trustee shall release existing easements, licenses, rights-of-way and other rights and privileges with respect to the real property included in the Leased Property, free from this Lease, the Agreement and the Indenture and any security interest or encumbrance created hereunder or thereunder, with or without consideration; and the Lessor and the Trustee agree to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other grant or privilege upon receipt of: (a) a copy of the instrument of grant or release; (b) a written certificate signed by the Authorized Representative of the Lessee requesting such instrument and stating that such grant or release will not impair the Leased Property or the effective use thereof or interfere with the operation of the Leased Property; and (c) an updated ALTA Survey indicating the location of such easement, license, right-of-way or other grant or privilege. Provided however, nothing in this Section shall be deemed to permit the granting of easements, licenses, rights-of-way or other rights or privileges which materially or adversely affect the Leased Property or the enjoyment and intended use of the Leased Property by the Lessee.

Section 10.05 Compliance with Requirements of Law. During the Lease Term, the Lessee and the Lessor shall observe and comply promptly with all current and future Requirements of Law applicable to the Leased Property or any portion thereof and all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof.

Section 10.06 Lessee Acknowledgement of the Bonds; Subordination of Lease. The Lessee acknowledges and consents to the assignment by the Lessor to the Issuer, pursuant to the Agreement and the Deed of Trust, and the subsequent assignment by the Issuer to the Trustee, pursuant to the Indenture, of all rights, title and interest of the Lessor in, to and under this Lease (other than the rights of the Issuer and the Lessor with respect to payments for or reimbursement of certain fees and expenses under Section 6.02 hereof and indemnity rights under Section 13.01 hereof). The Lessee acknowledges and consents to the issuance and sale of the Bonds pursuant to the Indenture. The Lessee acknowledges and approves the form of the Bonds contained in the Indenture, and the authentication of the Bonds by the Trustee is hereby approved, authorized and directed.

This Lease is expressly subordinated to the lien of the Deed of Trust given by the Lessor to secure the Agreement and the Bonds issued under the Indenture. This Lease shall be subordinate to the lien of the Agreement and the Deed of Trust and any liens or security interests created under the Indenture and the Deed of Trust (now or hereafter placed upon the Leased Property) and to any and all advances made under the Deed of Trust and to all renewals, modifications, replacements or extensions thereof. The Lessee agrees, with respect to any of the foregoing documents, that no documentation other than this Lease shall be required to evidence such subordination. Notwithstanding the foregoing, upon the written request of the Lessor, the Issuer, the Bondholder Representative or the Trustee, the Lessee agrees to deliver a Subordination and Attornment Agreement reasonably acceptable to the Lessor, to the holder of the Deed of Trust or to any other holder of any debt incurred in connection with a refinancing of the debt evidenced by the Agreement and the Indenture.

Section 10.07 Tax Covenants.

(a) The Lessee covenants for the benefit of the Beneficial Owners from time to time that the Lessee (i) shall not make any use of the Leased Property and (ii) shall not take (or omit to take) any other action with respect to the Tax-Exempt Bonds, the proceeds thereof or otherwise, if such use, action or omission would, under the Code, cause the interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations or would cause interest on the Bonds to lose its exclusion from State taxable income under present State law.

(b) In particular, the Lessee hereby covenants for the benefit of the Issuer and the Beneficial Owners from time to time that it shall not take (or omit to take) or permit or suffer any action to be taken if the result of the same would cause the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(c) The Lessee agrees that no portion of the Leased Property financed with the proceeds of the Bonds shall be used primarily for sectarian purposes. The Lessee will comply with all applicable state and federal laws concerning discrimination on the basis of race, creed, color, sex, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for the Lessee. The Lessee agrees that the Leased Property will not be used exclusively or predominantly for

religious worship or sectarian instruction (other than the academic or comparative study of various religions or religious philosophies).

(d) The Lessee hereby covenants and agrees that it shall not enter into any arrangement, formal or informal, pursuant to which Lessee (or any “related party” as defined in Section 1.150-1(b) of the Treasury Regulations) shall purchase the Bonds. This covenant shall not prevent Lessee from purchasing Bonds in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(e) With the intent not to limit the generality of the foregoing, Lessee covenants and agrees that:

(i) Lessee (1) will take whatever actions are necessary for it to continue to be organized and operated in a manner which will preserve and maintain its status as an organization which is (A) described in Section 501(c)(3) of the Code, (B) exempt from Federal income taxes under Section 501(a) of the Code (except as to unrelated trade or business income) and (2) will not intentionally perform any acts nor enter into any agreements which would cause any revocation or adverse modification of such Federal income tax status.

(ii) No changes will be made in the bond-financed property of the Tax-Exempt Bonds or in the use of such facilities which will adversely affect the excludability from gross income for federal income tax purposes of the interest on the Tax-Exempt Bonds or will cause the interest on the Tax-Exempt Bonds, or any portion thereof, to constitute an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. The Lessee will use the bond-financed property of the Tax-Exempt Bonds or cause such property to be used so long as the Tax-Exempt Bonds remain unpaid so as to constitute a “project” within the meaning of the Act.

(f) The covenants set forth in this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article VII of the Indenture or any other provisions thereof.

Section 10.08 Lessee’s Use of State Payments. The Lessee hereby covenants and agrees that, in connection with the issuance of the Series 2017 Bonds, it shall use its State Payments as necessary to make Base Rent and Additional Rent payments hereunder in the amounts necessary to pay principal and interest due on the Series 2017 Bonds and all of its other obligations hereunder. The Lessee covenants and agrees that in the event any future legislation, program or regulation is adopted or any similar action is taken within the State which would allow the Lessee to direct that any payments received by the Lessee from the State under the Charter School Act be sent to the Custodian to be applied toward the repayment of the Series 2017 Bonds, that the Lessee will take such action as shall be necessary to direct the State to send such payments directly to the Custodian to be applied toward the repayment of the Series 2017 Bonds to the extent permitted by law. The Lessee shall take all actions necessary to enter into a deposit account control agreement with the Custodian to collect and disburse the Lessee’s State Payments.

Section 10.09 Financial Statements; Reports; Annual Certificate.

Maintenance of Books and Accounts. The Lessee agrees that it will maintain and make available to the Bondholder Representative, the Issuer and the Trustee 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 the Issuer, the Bondholder Representative, and the Trustee from time to time. The recipients of such books and records shall not further reproduce or distribute such books and records.

(a) The Lessee agrees that it will have its books and records audited annually, commencing with the Fiscal Year ending June 30, 2017, by an Accountant as soon as practicable after the close of such Fiscal Year and no later than 120 days after the end of each Fiscal Year, and shall furnish to the Issuer, the Bondholder Representative and the Trustee 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 Lessee setting forth, to the best of the Authorized Representative's knowledge, whether or not the Lessee currently is, or has been during such Fiscal Year, in default of the performance of any covenant contained in the Lessee Documents and if so, specifying such default. Each annual audited financial report shall demonstrate whether the Lessee is in compliance with the financial covenants contained in this Article X.

(b) Required Reports. The Lessee shall provide to the Trustee, the Bondholder Representative, and at its request, the Issuer, the following information:

(i) within 45 days following adoption by the Lessee's governing board (the "Board"), a copy (which may be sent electronically) of the Lessee's adopted annual budget and capital budget acceptable to the Bondholder Representative for the present Fiscal Year and a copy of revisions, if any, to the Lessee's annual budget and capital budget as approved by the Board;

(ii) 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 Lessee's operating budget as submitted by the Lessee to the Board (which may be sent electronically);

(iii) within 45 days from the end of each quarter, a copy (which may be sent electronically) of meeting minutes of the Board;

(iv) within 45 days from the end of each quarter a report detailing any changes in key personnel and/or staff of the Lessee;

(v) within 45 days from the end of each quarter, a report detailing changes, if any, in the competitive landscape relating to the Lessee's enrollment;

(vi) within 45 days from the end of each quarter, a certificate of the Lessee signed by an Authorized Representative of the Lessee detailing the expansion plans of the Lessee, if any, plans of the Lessee to change its organizational structure, if any, any existing or pending litigation affecting the Lessee, any instances in which the Lessee has failed to comply with its charter and any changes affecting the State Payments to be received by the Lessee or the Trustee (for the benefit of the Lessee);

(vii) within 45 days from the end of each quarter, bank and investment statements of the Lessee;

(viii) within 45 days of approval by the Board, a five-year comprehensive capital assessment plan (which may be sent electronically) with respect to the Lessee's capital facilities, detailing the condition and projected sources of funding such needs, if any;

(ix) within 45 days from the end of each quarter, a certificate signed by an Authorized Representative of the Lessee indicating that the Lessee is in compliance with its covenants contained herein; and

(x) any other information that the Bondholder Representative may reasonably request (items (i) through (x) are collectively referred to herein as the "Reports").

(c) Enrollment Reports. Within 10 days from the end of each calendar month, the Lessee shall provide the Bondholder Representative with a copy (which may be by electronic transfer) of each report on enrollment by grade, headcount, membership, attendance and any other similar reports as requested.

(d) Additional Reports. If at any time an Event of Default has occurred and is continuing, the Lessee shall provide the Bondholder Representative with a copy of all financial information and statements of the Lessee and any other information that the Bondholder Representative shall reasonably request on a monthly basis.

The Lessee shall provide the Bondholder Representative with a copy of every notice, report, certificate, opinion or other document required to be provided to the Trustee or to any Nationally Recognized Municipal Securities Information Repository at the same time required to be delivered to such party.

(e) Lessee Report. Further, the Lessee will deliver to the Trustee, the Bondholder Representative and the Issuer within six weeks after the end of the Lessee's Fiscal Year a certificate executed by the Lessee's president or chief financial officer stating that:

(i) A review of the activities of the Lessee 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 the Tax Certificate and to the best of his/her knowledge, based on such review and familiarity, the Lessee has fulfilled all of its obligations hereunder and thereunder throughout the Fiscal Year, and there have been no defaults under this Lease or the Tax Certificate 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.

(f) Charter Compliance. The Lessee will deliver to the Bondholder Representative and the Issuer within 30 days of receipt, any notice or report with respect to charter compliance that would allow the Authorizer to begin any process or proceedings towards charter revocation, termination or non-renewal.

(g) Testing Results. The Lessee will deliver to the Bondholder Representative the results of any educational testing required by State or Federal law within 60 days of receipt thereof by the Lessee.

The Trustee 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.

Section 10.10 Charter Covenants. The Lessee covenants (i) to maintain its Charter in good standing at all times, (ii) to operate its facilities in compliance with the Charter at all times and (iii) to file for renewal of its Charter with the appropriate public body within six months prior to the expiration of the Charter.

Section 10.11 Covenant as to Days Cash on Hand. The Lessee shall maintain unrestricted Cash on Hand in its operation fund sufficient to cover the Days Cash on Hand set forth in the table below for the periods so indicated:

<u>Period</u>	<u>Days Cash on Hand Requirement</u>
June 30, 2019 through June 29, 2020	15 Days
June 30, 2020 through June 29, 2021	20 Days
June 30, 2021 through December 31, 2021	30 Days
On and after December 31, 2021	45 Days

The Lessee's Cash on Hand shall be tested on June 30 and December 31 of each year, commencing June 30, 2019, and the Lessee shall provide an Accountant's Certificate to the Trustee and the Bondholder Representative, within 45 days of each such testing date evidencing that the Lessee's Cash on Hand met the requirements set forth in this Section. Delivery of such Accountant's Certificate shall satisfy the reporting requirements of Section 10.09 for such dates. Amounts on deposit in such operation fund may be used for any lawful purpose. The foregoing is subject to the qualification that if applicable state or federal laws or regulations, or the rules

and regulations of agencies having jurisdiction, shall not permit the Lessee to maintain such level of Cash on Hand, then the Lessee shall, in conformity with the then prevailing laws, rules or regulations, maintain its Cash on Hand equal to the maximum permissible level.

If the Cash on Hand on any two consecutive testing dates is less than the Days Cash on Hand required in the table above, then, the Lessee will promptly employ, at its expense, an Independent Consultant selected by the Bondholder Representative to review and analyze the operations and administration of the Lessee, inspect the Leased Property, and submit to the Lessee, the Lessor, the Bondholder Representative and the Trustee written reports, and make such recommendations as to the operation and administration of the Lessee's charter school as such Independent Consultant deems appropriate, including any recommendation as to a revision of the methods of operation thereof. The Lessee agrees to adopt and carry out such recommendations provided that such recommendations do not violate the terms of the Lessee's charter or State law as evidenced by an Opinion of Counsel.

So long as the Lessee is otherwise in full compliance with its obligations under this Lease, including following the recommendations of the Independent Consultant, it shall not constitute an Event of Default if the Cash on Hand for any two consecutive testing dates, is less than the required Days Cash on Hand as described above.

Notwithstanding the foregoing, in the event that the Lessee's Cash on Hand is less than the required Days Cash on Hand on any three consecutive testing dates, an Event of Default shall be deemed to have occurred hereunder.

Section 10.12 Limitations on Incurrence of Additional Indebtedness. The Lessee shall not incur any additional Indebtedness, other than Permitted Subordinate Indebtedness or the conversion of the Series 2017B Bonds to Senior Bonds pursuant to Section 2.15 of the Indenture, that is secured in any manner by the Gross Revenues without the prior written consent of the Bondholder Representative.

Section 10.13 Coverage Ratio Covenant. The Lessee shall maintain Net Income Available for Debt Service in an amount equal to at least 1.10 times Maximum Annual Debt Service on all Senior Indebtedness then outstanding. The covenant made in this Section 10.13 shall be tested annually on each June 30, commencing on June 30, 2019 for the twelve-month period immediately preceding such testing date, and the Lessee is required to deliver its audited financial statements under Section 10.09 hereof evidencing that the Lessee's Net Income Available for Debt Service met the requirements set forth in this Section.

In the event that the Lessee's Net Income Available for Debt Service is less than 1.10 times the Maximum Annual Debt Service on all Senior Indebtedness then outstanding on any testing date as set forth above, the Lessee shall engage, at the Lessee's expense, an Independent Consultant selected by the Bondholder Representative, to review and analyze the operations and administration of the Lessee, inspect the Leased Property, and submit to the Lessee, the Lessor, the Bondholder Representative and the Trustee written reports, and make such recommendations as to the operation and administration of the Lessee's charter school as such Independent Consultant deems appropriate, including any recommendation as to a revision of the methods of operation thereof. The Lessee agrees to adopt and carry out such recommendations by the

Independent Consultant provided that such recommendations do not violate the terms of the Lessee’s charter or State law as evidenced by an Opinion of Counsel.

So long as the Lessee is otherwise in full compliance with its obligations under this Lease and the recommendations of the Independent Consultant, it shall not constitute a default if the Lessee’s Net Income Available for Debt Service is less than 1.10 times the Maximum Annual Debt Service on all Senior Indebtedness then outstanding on any testing date as described above. Notwithstanding the foregoing, in the event that the Lessee’s Net Income Available for Debt Service is less than 1.0 times the Maximum Annual Debt Service on all Senior Indebtedness then outstanding on any testing date, an Event of Default shall be deemed to have occurred hereunder.

Section 10.14 Conflict of Interest. The Lessee has (or shall prior to the issuance of the Bonds) adopted a conflict of interest policy consistent with all applicable State and local laws governing conflicts of interest and has complied with such policy with respect to this Lease.

Section 10.15 Related Party Restrictions. The Lessee represents that the Manager does not have any role or relationship with the Lessee that substantially limits the Lessee’s ability to exercise its rights, including cancellation rights, under the Management Agreement. The Lessee agrees that (a) not more than twenty percent (20%) of the voting power of the governing body of the Lessee in the aggregate is vested in the Manager and the Manager’s directors, officers, shareholders, and employees; (b) overlapping board members of the Manager and the Lessee do not include the chief executive officers of the Manager or its governing body or the Lessee and its governing body; and (c) the Lessee and the Manager are not related parties, as defined in Treas. Reg. § 1.150-1(b).

Section 10.16 Lessee’s Covenant to Comply with Charter School Laws. The Lessee covenants to comply fully and in all respects with the provisions of the Charter Schools Act and its Charter so long as any Bonds remain Outstanding. The Lessee shall not amend its articles of incorporation or bylaws in any way to modify the rights of the Authorizer to approve and remove members of the board of directors of the Lessee unless (a) it has received the prior written consent of the Authorizer and the Bondholder Representative and (b) the Trustee has received an opinion of Bond Counsel to the effect that such modification will not adversely affect the excludability from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds.

Section 10.17 Management Covenant. The Lessee shall not terminate, amend or modify the Management Agreement (the “Management Agreement”), by and between the Lessee and the Manager, in effect as of the Closing Date of the Bonds, without the prior written consent of the Bondholder Representative. Beginning on the one year anniversary date of the Closing Date of the Bonds, any management fees to be paid pursuant to the Management Agreement shall be paid monthly so long as no Event of Default shall have occurred and be continuing hereunder and the enrollment at the Leased Property as of the first quarterly count date for the Fiscal Years stated below, if applicable, equals or exceeds the following:

<u>Fiscal Year</u>	<u>Enrollment</u>
2020	669
2021	789

If, as of the first quarterly count date for any Fiscal Year, the Lessee fails to achieve the enrollment targets set forth in the table above, 100% of the management fees paid by the Lessee, if any, shall become subordinate to the payment of debt service on the Bonds and compliance by the Lessee with the financial covenants contained herein, and shall be paid after all lease payments for such Fiscal Year have been paid and compliance with financial covenants shall be evidenced by the Lessee. So long as the debt service on the Bonds is not fully paid, the Lessee shall not make any payment on the management fees until such time as payment of debt service on the Bonds is current and the enrollment target for such Fiscal Year set forth in the table above is met. Notwithstanding anything in this Section 10.17 to the contrary, in the event any management fee payment is deferred to a later date such deferred payment (a) shall accrue late interest until such payment is paid in full, and (b) shall in any event be paid in full no later than five years following the date such payment originally came due.

In the event that a monthly payment has been made to the manager but the Lessee is unable to make a monthly lease payment due in the same Fiscal Year, the Management Agreement shall provide that the manager shall repay such management fees to the Trustee in an amount equal to such deficiency. Any Management Agreement shall contain a confession of judgment provision in a form satisfactory to the Bondholder Representative.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.01 Assignment by the Lessor. The Lessor's rights under this Lease (other than its rights with respect to certain fees and expenses under Section 6.02 hereof), including rights to receive and enforce payments hereunder, have been assigned to the Issuer pursuant to the Agreement and subsequently assigned by the Issuer to the Trustee (other than rights of the Issuer with respect to payments for or reimbursement of certain fees and expenses under Section 6.02 hereof and indemnity rights under Section 13.01 hereof) pursuant to the Indenture. The Lessor shall not assign any rights it may have under this Lease or the Agreement without the prior written consent of the Issuer, the Bondholder Representative and the Trustee.

Section 11.02 Assignment and Subleasing by the Lessee. This Lease may not be assigned or otherwise transferred, directly or indirectly, by operation of law or otherwise, by the Lessee for any reason. However, the Leased Property may be subleased, as a whole or in part, by the Lessee, only with the prior written consent of the Issuer, the Bondholder Representative and the Lessor; and provided, further, that a nationally recognized bond counsel acceptable to the Issuer delivers an opinion addressed to the Issuer and the Trustee stating that such sublease will not cause an adverse impact on the tax-exempt status of the Tax-Exempt Bonds.

Section 11.03 Restrictions on Deed of Trust or Sale of the Leased Property. The Lessee and the Lessor agree that except for (a) the Lessor's assignment of this Lease and the encumbrance of the lien against the Leased Property granted to or for the benefit of the Issuer pursuant to the Agreement and the Deed of Trust, (b) any exercise by the Lessor or the Trustee of the remedies afforded by Section 12.02 hereof, (c) the Lessee's right to sublease pursuant to

Section 11.02 hereof, (d) any granting of easements pursuant to Section 10.04 hereof, (e) any substitutions or modifications the Leased Property pursuant to Section 8.02 hereof, (f) any replacement of Leased Property pursuant to Section 9.02 or 9.03 hereof and (g) Permitted Encumbrances, neither the Lessor nor the Lessee will mortgage, sell, assign, transfer or convey the Leased Property, any portion thereof or its interest therein during the Lease Term.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01 Events of Default Defined. Any one of the following shall constitute an “Event of Default” under this Lease:

(a) failure by the Lessee to pay any Base Rent during the Lease Term on or before the applicable Base Rent Payment Date and the continuation thereof for a period of five days;

(b) failure by the Lessee to pay Additional Rents related to the replenishment of the Bond Reserve Fund as set forth in Section 6.02 hereof and Section 5.02(b) of the Agreement;

failure by the Lessee to maintain its charter pursuant to the Charter Schools Act; provided, however, that if the Lessee has filed a timely appeal of the termination of its charter pursuant to the Charter Schools Act, an Event of Default shall not be deemed to occur until the earlier of the following: (i) the appeals process pursuant to the Charter Schools Act has concluded or (ii) a period of 30 days, which period may be extended only with the further written consent of the holders of a majority of the Outstanding Senior Bonds or the Bondholder Representative;

(c) failure of the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed in Sections 6.02(b)(ii), 7.02, 8.04, 10.04, 10.07, 10.08, 10.10, 10.11, 10.12, 10.13, 11.02 and 11.03 of this Lease;

(d) failure of the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to elsewhere in this Section 12.01, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the Lessee by the Trustee, the Bondholder Representative or the Lessor (any notice sent by the Trustee or the Bondholder Representative to the Lessee shall also be sent to the Lessor), provided, however, that no Event of Default shall be deemed to be continuing so long as a course of action adequate in the judgment of the Trustee, the Bondholder Representative and Lessor to remedy such failure shall have been commenced within such 30-day period and shall thereafter be diligently prosecuted to completion and the failure shall be remedied thereby, provided, however, that such course of action must be complete within 90 days of the written notice that has been given to the Lessee;

(e) the Lessee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of its creditors, or shall fail to pay its debts as they become due, or shall take any action in furtherance of any of the foregoing;

(f) an involuntary case or other proceeding shall be commenced against the Lessee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismitted and unstayed for a period of 60 days;

(g) the estate or interest of the Lessee in the Leased Property shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within 60 days after such levy or attachment.

Section 12.02 Remedies on Default. Whenever any Event of Default referred to in Section 12.01 hereof shall have happened and be continuing, the Trustee, acting for the Lessor, may, or at the request of the Beneficial Owners of a majority in aggregate principal amount of the Senior Bonds Outstanding or the Bondholder Representative shall, without any further demand or notice, exercise one or any combination of the following remedies:

(a) terminate the Lease Term, without any right on the part of the Lessee 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 Lessee to vacate and surrender the Leased Property within 10 calendar days from the date of such notice, and if the Lessee does not surrender possession to the Lessor, the Lessor, the Trustee or the Bondholder Representative shall have the right to recover possession of the Leased Property 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 Lessor or the Trustee, with the consent of the Bondholder Representative, or at the direction of the Bondholder Representative, may deem commercially reasonable;

(b) reenter and take possession of the Leased Property in accordance with applicable law, repossess the same, expel the Lessee and those claiming through or under the Lessee, 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 Base Rent, Additional Rents or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

(c) enter the Leased Property, breaking 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 Lessee at auction, on three (3) days' notice served in person on the Lessee or left on the Leased Property, and retain the proceeds thereof on account of the Lessee's obligations hereunder; and the Lessee hereby forever remises, releases and discharges the Lessor, the Trustee or the Bondholder Representative and their agents, from all claims, actions, suits, damages, and penalties, for or by reason or on account of any entry, distraint, levy, appraisalment or sale;

(d) 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 Lessee's real or personal property upon which the Lessor or its assignees has a Lien hereunder or under the Agreement or the Deed of Trust;

(e) lease all or any portion of the real property included in the Leased Property;

(f) declare the entire balance of Base Rent, Additional Rent and all other sums payable by the Lessee for the remaining Lease Term due, payable and in arrears as if by the terms and provisions of this Lease said balance of Base Rent and Additional Rent were on that date payable in advance. Any such acceleration by the Lessor shall not constitute a waiver of any right or remedy of the Lessor;

distrain, collect or bring action for Base Rent, Additional Rent and all other sums payable by the Lessee for the remaining Lease 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 Base Rent, Additional Rent and other sums due, or institute any other proceedings, whether similar or dissimilar to the foregoing, to enforce payment thereof;

(g) with or without terminating this Lease, re-enter and re-possess the Leased Property, or any part thereof, and lease the same to any person or entity upon such terms and conditions as the Trustee, with the consent of the Bondholder Representative, shall deem reasonable, for a term within or beyond the Lease Term;

(h) proceed as a secured party under the provisions of the Uniform Commercial Code against the Collateral (as such term is defined in 13.17 herein), in which the Lessor has a security interest;

(i) other than with respect to an Event of Default involving the Lessee's failure to pay Base Rent or Additional Rent, or the Lessee's liquidation, receivership, bankruptcy or other similar insolvency proceeding, appoint a consultant to make operational and other business recommendations to the Lessee (and the Lessor) to improve the operations, operating profits and cashflow of the Lessee (and the Lessor),

and the Lessee (and the Lessor) will cooperate with the consultant and shall adhere to all appropriate recommendations of the consultant in these regards;

(j) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease, the Agreement, the Deed of Trust and the Indenture;

(k) (1) replace the manager(s) of the Lessee as directed by the Bondholder Representative, if any, (2) replace any or all members of the Lessee's Board of Directors, as directed by the Bondholder Representative, and/or (3) require the Lessee to accept the Bondholder Representative as a member of the Lessee's Board of Directors holding a supermajority vote;

(l) Upon the occurrence of an Event of Default described in Section 12.01(a) hereof shall enter into the Leased Property and market the Leased Property for sale or rent; and

(m) require the Lessee to retain, at its expense, an Independent Consultant to submit a written report and make recommendations regarding the operations of the Leased Property (a copy of such report and recommendations shall be filed with the Trustee and the Bondholder Representative) with respect to the Lessee until such time as the Event of Default is cured or the Independent Consultant is no longer required by Beneficial Owners of not less than a majority of the Outstanding principal amount of the Bonds or their Bondholder Representative. Except as prohibited by law or the terms of the Lessee Documents, the Lessee will adopt and follow all reasonable recommendations of the Independent Consultant. Any contract entered into between the Lessee and any Independent Consultant must meet the requirements of this Lease, including but not limited to, Section 10.07 of this Lease.

No expiration or termination of this Lease pursuant to this Section 12.02, and no repossession of the Leased Property or any part thereof pursuant to this Section 12.02 or otherwise shall relieve the Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession, and the Trustee, on behalf of the Lessor may, at its option, with the consent of the Bondholder Representative, or shall, at the direction of the Bondholder Representative, sue for and collect Base Rent, Additional Rent and any other charges due hereunder at any time and from time to time as and when such charges accrue.

Section 12.03 No Remedy Exclusive; No Obligation to Mitigate Damages.

No remedy herein conferred upon or reserved to the Trustee on behalf of the Lessor or the Bondholder Representative is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee, on behalf of the Lessor or the Bondholder Representative, to exercise any remedy

reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

If an Event of Default occurs, none of the Lessor, the Bondholder Representative or the Trustee shall have any obligation to have the Leased Property available for reletting or otherwise endeavor to relet or mitigate damages.

Section 12.04 Waivers.

(a) Subject to the terms of the Indenture, the Trustee may, with the consent of the Bondholder Representative, or shall, at the direction of the Bondholder Representative, waive any Event of Default under this Lease and its consequences, as the Trustee, with the consent of the Bondholder Representative deems to be in the best interest of the Registered Owners. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(b) In view of the assignment of the Lessor's rights under this Lease to the Issuer pursuant to the Agreement and the Issuer's subsequent assignment to the Trustee pursuant to the Indenture, the Lessor shall have no right to waive any Event of Default hereunder without the prior written consent of the Trustee and the Bondholder Representative; and the waiver of any Event of Default hereunder by the Trustee, with the consent of the Bondholder Representative, shall constitute a waiver of such Event of Default by the Lessor, without the necessity of any action of or consent by the Lessor.

(c) The Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future law in the event this Lease is terminated or the Lessee is evicted or dispossessed by reason of violation by the Lessee of any of the provisions of this Lease.

Section 12.05 CONFESSION OF JUDGMENT. THE LESSEE ACKNOWLEDGES THAT THE FOLLOWING PARAGRAPH CONTAINS LANGUAGE REGARDING THE CONFESSION OF JUDGMENT FOR MONIES OWED TO THE LESSOR AND/OR EJECTMENT:

THE LESSOR, THE TRUSTEE AND THE BONDHOLDER REPRESENTATIVE SHALL HAVE THE FOLLOWING RIGHTS TO CONFESS JUDGMENT AGAINST THE LESSEE AND ALL PERSONS CLAIMING THROUGH THE LESSEE, FOR POSSESSION OF THE LEASED PROPERTY AND/OR FOR MONIES OWED TO THE LESSOR:

(a) IF RENT OR ANY CHARGES HEREBY RESERVED AS RENT, OR DAMAGES BY REASON THEREOF, OR ANY OTHER SUM DUE AND PAYABLE IN CONNECTION WITH THIS LEASE, INCLUDING, WITHOUT LIMITATION, ANY LATE FEES OR INTEREST ACCRUED OR ACCRUING THEREON, AND ANY REIMBURSEMENT FOR ATTORNEYS' FEES OWED BY THE LESSEE (COLLECTIVELY, THE "AMOUNTS DUE"), SHALL REMAIN UNPAID ON ANY

DAY WHEN THE SAME OUGHT TO BE PAID, WHETHER PRIOR TO OR AFTER THE TERMINATION OR EXPIRATION OF THIS LEASE, THE LESSEE HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR THE LESSEE IN ANY AND ALL SUITS, ACTIONS OR ACTIONS IN ASSUMPSIT WHICH MAY BE BROUGHT FOR THE AMOUNTS DUE, OR ANY PORTIONS THEREOF, OR FOR AMOUNTS AGREED TO BE PAID BY THE LESSEE. IN SUCH SUITS OR ACTIONS, THE LESSEE EMPOWERS SUCH PROTHONOTARY, CLERK OF COURT OR ATTORNEY TO CONFESS JUDGMENT AGAINST THE LESSEE FOR ALL OR ANY PART OF THE RENT SPECIFIED IN THIS LEASE AND THEN UNPAID OR ANY OTHER AMOUNT DUE, INCLUDING WITHOUT LIMITATION, AT THE LESSOR'S OPTION, ACCELERATED RENT OR THE RENT FOR THE ENTIRE UNEXPIRED BALANCE OF THE LEASE TERM, AND FOR INTEREST AND COSTS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF 5.00% OF THE AMOUNT SO CONFESSED. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY RENT OR ANY OTHER AMOUNT DUE SHALL FALL DUE OR BE IN ARREARS, INCLUDING WITHOUT LIMITATION FOR THE SAME AMOUNTS DUE AS PREVIOUSLY CONFESSED IF AND TO THE EXTENT THAT A PREVIOUS CONFESSION OF JUDGMENT SHALL BE STRICKEN OR OTHERWISE INVALIDATED WITHOUT A FINAL DECISION ON THE MERITS OF THE CLAIM. SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE ORIGINAL TERM, DURING ANY EXTENSION OR RENEWAL, AND/OR AFTER THE TERMINATION OF THIS LEASE.

(b) WHEN THIS LEASE SHALL BE TERMINATED BY REASON OF AN EVENT OF DEFAULT BY THE LESSEE OR ANY OTHER REASON WHATSOEVER, AND ALSO WHEN THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY TO APPEAR FOR THE LESSEE IN ANY AND ALL SUITS OR ACTIONS WHICH MAY BE BROUGHT FOR POSSESSION AND/OR EJECTMENT; AND AS ATTORNEY FOR THE LESSEE TO CONFESS JUDGMENT IN EJECTMENT AGAINST THE LESSEE AND ALL PERSONS CLAIMING UNDER THE LESSEE FOR THE RECOVERY BY THE LESSOR OF POSSESSION OF THE LEASED PROPERTY, FOR WHICH THIS LEASE SHALL BE THE LESSOR'S SUFFICIENT WARRANT. UPON SUCH CONFESSION OF JUDGMENT FOR POSSESSION, IF THE LESSOR, BONDHOLDER REPRESENTATIVE OR TRUSTEE SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER. IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES SHALL REMAIN IN OR BE RESTORED TO THE LESSEE, THEN THE LESSOR, BONDHOLDER REPRESENTATIVE OR TRUSTEE SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT OR CONTINUING DEFAULT OR DEFAULTS, OR AFTER EXPIRATION OF THE LEASE, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING

ONE OR MORE FURTHER ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE PREMISES.

(c) In any action of ejectment and/or for Amounts Due, the Lessor, Bondholder Representative or Trustee shall cause to be filed in such action an affidavit made by the Lessor, Bondholder Representative or Trustee or someone acting for the Lessor, Bondholder Representative or Trustee setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence. If a true copy of this Lease shall be filed in such action (and the truth of the copy as asserted in the affidavit of the Lessor, Bondholder Representative or Trustee shall be sufficient evidence of same), it shall not be necessary to file the original Lease as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

(d) The Lessee expressly agrees, to the extent not prohibited by law, that any judgment, order or decree entered against it by or in any court or magistrate by virtue of the powers of attorney contained in this Lease shall be final, and that the Lessee will not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike off or open or to stay execution of the same, and releases to the Lessor, the Trustee and Bondholder Representative and to any and all attorneys who may appear for the Lessee all errors in such proceedings and all liability therefor.

The right to enter judgment against the Lessee and to enforce all of the other provisions of this Lease herein provided for, at the option of any assignee of this Lease, may be exercised by any assignee of the Lessor's right, title and interest in this Lease in the Lessee's own name.

Section 12.06 Lock Box Provisions. (a) Upon the occurrence and during the continuance of a Lock-Box Event, so long as the principal of all Outstanding Bonds shall not have become due and payable pursuant to Section 8.02(a) of the Indenture, the Trustee shall deliver to the Lessee a notice (the "Lock-Box Notice") referencing this Section 12.06. Upon receipt of a Lock-Box Notice, (i) the Lessee will immediately commence depositing all Gross Revenues with the Trustee and will continue to do so on a daily basis as and when it receives or collects any moneys constituting Gross Revenues, and (ii) within seven (7) days the Lessee will engage, at its expense, an Independent Consultant to review the operating budget of the Lessee and to perform the other functions described in this Section.

Within seven (7) days of receipt of a Lock-Box Notice, the Lessee shall submit to the Independent Consultant, the Bondholder Representative and the Trustee a proposed operating budget for the Independent Consultant's approval or modification. The proposed operating budget shall be prepared using the cash basis method of accounting and shall include on a month-to-month basis all Operating Expenses to be paid by the Lessee. Upon review of the proposed budget, the Independent Consultant will notify the Lessee, the Bondholder Representative and the Trustee whether such budget is approved as submitted or of any modifications the Independent Consultant will impose. A copy of the budget, as approved or modified (the "Lock-Box Budget"), will be sent by the Independent Consultant to the Lessee, the Bondholder Representative and the Trustee. In the event the Lessee fails to submit a proposed operating budget to the Independent

Consultant, the Bondholder Representative and the Trustee within the timeframe required herein, the Independent Consultant will modify the operating budget then in effect or last submitted to the Trustee, the Bondholder Representative or the Independent Consultant as it deems appropriate under the then existing circumstances and such modified operating budget will constitute the Lock-Box Budget. The Lessee may amend the Lock-Box Budget at any time and from time to time as the Lessee deems reasonably appropriate under the then existing circumstances, subject to the written approval of the Independent Consultant and the Bondholder Representative. A copy of any amendment or modification of the Lock-Box Budget will be sent by the Lessee to the Independent Consultant, the Bondholder Representative and the Trustee.

(b) Upon the occurrence and during the continuance of a Lock-Box Event, the Lessee shall cause amounts transferred to it pursuant to Section 3.22 of the Indenture to be used to pay Operating Expenses only in accordance with the Lock-Box Budget, subject to variances from the Lock-Box Budget (i) within each month, so long as no single line item exceeds the amount budgeted for such line item by more than five percent (5%) and all expenses for such month do not exceed the total budgeted expenses by more than five percent (5%), and (ii) from month to month, so long as on a year-to-date basis no single line item exceeds the amount budgeted for such line item by more than five percent (5%) and on a year-to-date basis all expenses for such month do not exceed the total budgeted expenses by more than five percent (5%).

If at any time following delivery to the Lessee of a Lock-Box Notice, all Events of Default have been fully cured, the Trustee will notify the Lessee and the Bondholder Representative in writing that the lock-box provisions of this Section 12.06 and of Section 3.22 of the Indenture are suspended. Additionally, the Trustee, at the written direction of the Bondholder Representative or a majority of the Holders in aggregate principal amount of the Senior Bonds Outstanding shall, at any time suspend such lock-box provisions by so notifying the Lessee in writing. Thereafter, unless and until any subsequent Lock-Box Notice is received by the Lessee, Gross Revenues need not be deposited with the Trustee.

ARTICLE XIII

CONVEYANCE OF THE LEASED PROPERTY

Section 13.01 Conveyance of the Leased Property.

(a) The Lessor's right and interest in and to the Leased Property shall be transferred, conveyed and assigned by the Lessor to the Lessee:

(i) Upon payment by the Lessee of the then applicable Purchase Option Price and upon giving not less than thirty days prior written notice to the Issuer, the Bondholder Representative and the Trustee; or

(ii) Upon payment by the Lessee of all Base Rent and Additional Rent required to be paid under this Lease during the Lease Term.

(b) The Lessee understands that the Purchase Option Price may be revised from time to time based on certain redemptions of Series 2017 Bonds (other than mandatory sinking fund redemptions) or the issuance of any Additional Bonds authorized under the Indenture. In the event the Lessee so elects to purchase all of the Leased Property as provided herein, the Lessee hereby agrees to pay such applicable Purchase Option Price (together with the other amounts constituting the purchase price for the Projects as provided herein) as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the Series 2017 Bonds or the issuance of Additional Bonds. Nothing herein shall be construed to create any obligation of the Lessee to purchase the Projects.

Section 13.02 Conveyance on Purchase of Leased Property. At the closing of any purchase of the Leased Property pursuant to the option to purchase granted in this Lease, the Lessor shall, upon receipt by the Lessor of the Purchase Option Price, or upon the payment by the Lessee of all Base Rent and Additional Rent required, deliver to the Lessee the following:

(a) If necessary, a release by the Trustee of the lien under the Indenture, together with any other instrument necessary or appropriate to release any security interest granted by this Lease with respect to the Leased Property to be released.

(b) All necessary documents conveying to the Lessee good and marketable title to the Leased Property to be released as it then exists subject to the following: (i) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; (ii) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease; and (iii) Permitted Encumbrances, other than the Indenture, this Lease and any financing statements filed by or on behalf of the Lessor pursuant to this Lease with respect to the Leased Property to be released or the Indenture.

ARTICLE XIV

MISCELLANEOUS

Section 14.01 Indemnification Covenants. To the extent permitted by law, the Lessee shall and hereby agrees to indemnify and hold the Issuer, the Lessor, the Bondholder Representative and the Trustee and their agents, directors, officers and employees harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and the occupancy, operation, conduct or management of, or from any work or thing done on or with respect to, the Leased Property during the Lease Term from: (a) any conditions of the Leased Property; (b) any action of negligence of the Lessee, the Manager, or any of their agents, contractors or employees or any violation of law by the Lessee or the Manager or breach of any covenant or warranty by the Lessee or the Manager hereunder or under the Management Agreement, or any claim or allegation of any of the foregoing; (c) any act or omission of the Lessee, the Manager or any of their respective agents, members, officers or directors, which act or omission shall include any and all claims or potential claims arising at law or in equity which are or may be asserted against

the Issuer or the Lessor, their agents, officers or directors, including, but not limited to claims of negligence, breach of contract, breach of fiduciary duty and any alleged violation of any law, ordinance or regulation; and (d) any claims arising from Section 8.06 of the Agreement. To the extent permitted by law, the Lessee shall indemnify and hold the Issuer, the Lessor, the Bondholder Representative and the Trustee harmless from any such claim arising from (a), (b), (c) or (d) above or in connection with any action or proceeding brought thereon and, upon notice from the Issuer, the Lessor, the Bondholder Representative or the Trustee, shall defend the Issuer, the Lessor, the Bondholder Representative or the Trustee in any such action or proceeding. The Lessee shall, to the extent permitted by law, indemnify and hold harmless the Lessor and the Issuer and their officers, directors, agents and employees, in their official and personal capacity, for any and all actions related to the Leased Property and the authorization, issuance and delivery of the Bonds. The Lessee's obligations set forth in this Section shall survive the expiration or end of the Lease Term.

Section 14.02 Manner of Giving Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when (a) mailed by certified or registered mail, postage prepaid, (b) deposited with any nationally recognized overnight delivery service that routinely issues receipts, or (c) personally delivered by any courier service that routinely issues receipts: if to the Lessee, to the Doral Academy of Northern Nevada, 200 De Spain Lane, Reno, Nevada 89511, Attention: Director; if to the Lessor, Pinecrest Academy of Nevada Foundation, 6630 Surrey Street, Las Vegas, Nevada 89119, Attention: Director, if to the Issuer, to the Public Finance Authority, 22 E. Mifflin Street, Madison, Wisconsin 53703, Attention: Program Manager; and if to the Trustee, to U.S. Bank National Association, at 170 South Main Street, Suite 200, Salt Lake City, Utah 84101, Attention: Corporate Trust Department, if to the Bondholder Representative, to 640 Fifth Avenue, 6th Floor, New York, New York 10019, Attention: Benjamin P. Kaufman. The Lessee, the Lessor, the Issuer, the Bondholder Representative and the Trustee, may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Copies of all notices given by or to the Lessee or the Lessor shall be sent simultaneously to the Trustee and the Bondholder Representative.

Section 14.03 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns, subject, however, to the limitations contained in Article XI hereof.

Section 14.04 Indebtedness; No State Liability. No indebtedness of any kind incurred or created by the Lessee shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the Lessee shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

Section 14.05 No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the Lessee or the Lessor, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Lessee or the Lessor, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Lessee or the Lessor in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation (including, without limitation, any obligations relating to payment of principal of, redemption premium, if

any, or interest on the Bonds), or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the Lessee or the Lessor or any natural person executing this Lease, the Agreement or any related document or instrument.

Section 14.06 Amendments, Changes and Modifications. Except as otherwise provided in this Lease or the Indenture, subsequent to the issuance of the Bonds and prior to the discharge of the Indenture, this Lease may not be effectively amended, changed, modified or altered without the written consent of the Trustee, the Bondholder Representative and the Issuer as provided in the Indenture and other than by the execution of a subsequent document in the same manner as this Lease is executed which may be evidenced by a recorded document in the real property records of the Clerk and Recorder of the county in which the Leased Property is located.

Section 14.07 Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 14.08 Severability. In the event that any provision of this Lease, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.09 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.10 Applicable Law. The laws of the State and rules and regulations issued pursuant thereto, as the same may be amended from time to time, shall be applied in the interpretation, execution and enforcement of this Lease. Any provision of this Lease whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Lease to the extent that this Lease is capable of performance.

Section 14.11 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.12 Retention of Records. The Lessee will maintain or cause to be maintained records relating to the use of the proceeds of the Bonds and the use and operation of the Leased Property for a period of four years after the later of (i) payment in full of the Bonds or (ii) payment in full of any bonds issued to refund the Bonds.

Section 14.13 Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies,

telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 14.14 Estoppels. Each party hereto agrees that at any time and from time to time during the Term of this Lease, it shall promptly, but in any event not later than 15 days after request by the other party hereto, execute, acknowledge and deliver to such other party or to any prospective purchaser, assignee, transferee, or the Issuer or the Trustee or to any third party designated by such other party, a certificate stating that, to the actual knowledge of the signer (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which Base Rent and Additional Rents have been paid; (c) to the knowledge of the signer after due inquiry and investigation, whether or not there is any existing Event of Default by the Lessee in the payment of any Base Rent, Additional Rents, or other sums payable hereunder beyond any applicable grace period, and to the actual knowledge of the signer, whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

Section 14.15 Access. The Lessor, the Trustee, the Bondholder Representative and their respective employees, agents and contractors, may, at all reasonable times, with two (2) days' notice except in an emergency, when no notice shall be required, enter and inspect the Leased Property and every part thereof.

Section 14.16 Attornment. At the election of any successor-in-interest to the Lessor's estate in the Leased Property or the rights of the Lessor under this Lease, whether through purchase, operation of law, possession, foreclosure action, deed, lease, or otherwise (the "Successor Landlord"), the Lessee shall attorn to and recognize such Successor Landlord as the Lessee's landlord under this Lease, and shall promptly execute, acknowledge and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment. To the extent permitted by law, the Lessee hereby waives any right the Lessee may have under any present or future law to terminate this Lease or surrender the Leased Property by reason of the institution of any proceeding to terminate a superior lease or action to foreclose a superior mortgage, and this Lease shall not be affected by any such proceeding or action unless and until the lessor of the superior lease or holder, now or hereafter, of the superior mortgage, elects in such proceeding or action to terminate this Lease.

Section 14.17 Security Interest. As security for the performance of all obligations hereunder and the payment of all sums due or to become due hereunder or in connection herewith, the Lessee hereby grants to the Lessor a security interest ("Security Interest") in all personal property of the Lessee pertaining to the Lessee's elementary and high school operations, including, without limitation, all goods, accounts, chattel paper, deposit accounts, equipment, accessions and accessories, fixtures, general intangibles, instruments, letter of credit rights and supporting obligations, as those terms are defined in the Uniform Commercial Code, and all proceeds and products thereof (together, the "Collateral"). Other than in the normal course of the

Lessee's business, the Lessee shall not remove the Collateral from the Leased Property without the consent of the Lessor and the Bondholder Representative (except as permitted by the Indenture, the Agreement or the Deed of Trust) until all sums due or to become due hereunder or in connection herewith have been paid in full and all provisions hereof have been fully performed by the Lessee. The Lessee authorized the Lessor to file any financing statements and continuation statements (in form satisfactory to the Lessor) as the Lessor may request from time to time, and the Lessee shall pay the cost of filing the same in such public offices as the Lessor shall designate. The Lessee hereby irrevocably appoints the Lessor as its attorney-in-fact (without requiring the Lessor to act as such) to file such instruments for and on behalf of the Lessee. Notwithstanding any termination of the Lease, the terms hereof shall survive as a security agreement with respect to the Security Interest until the repayment and satisfaction in full of all of the obligations of the Lessee hereunder.

Section 14.18 Third Party Beneficiaries. Each of the Issuer Indemnified Parties (other than the Issuer), the Bondholder Representative and Trustee Indemnified Parties and Beneficial Owners are intended "Third Party Beneficiaries" of this Lease. Nothing in this Lease shall confer any right upon any person other than parties hereto, and those specifically designated as Third Party Beneficiaries of this Lease. Notwithstanding any provision hereof to the contrary, it is specifically acknowledged and agreed that, to the extent of their rights hereunder (including, without limitation, their rights to immunity and exculpation from pecuniary liability) each Issuer Indemnified Party is a third-party beneficiary of this Lease entitled to enforce such rights in his, her, its or their own name.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease as of the
_____ day of _____, 2017.

**PINECREST ACADEMY OF NEVADA
FOUNDATION, as Lessor**

By:  _____

Name: Kacey Thomas

Its: Chair of the Board

(Signature Page to Lease Agreement/Doral Academy of Northern Nevada)

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**DORAL ACADEMY OF NORTHERN NEVADA,
as Lessee**

By:  _____

Name: Danielle Cherry

Its: Board Chair

(Signature Page to Lease Agreement/Doral Academy of Northern Nevada)

S-2

EXHIBIT A
DESCRIPTION OF THE LEASED PROPERTY

EXHIBIT B
BASE RENT PAYMENT SCHEDULE

[Attached]

DORAL ACADEMY OF NORTHERN NEVADA PROJECT

Ser. 2017A-1, 2017A-2, 2017B-1, & 2017B-2 MONTHLY BASE RENTS

Base Rent Payment Dates	Principal [1]	Interest [2]	Total Base Rent Payment	6/30 Fiscal Yr Total
02/15/18	0.00	0.00	0.00	
03/15/18	0.00	0.00	0.00	
04/15/18	0.00	0.00	0.00	
05/15/18	0.00	0.00	0.00	
06/15/18	0.00	0.00	0.00	\$0.00
07/15/18	0.00	0.00	0.00	
08/15/18	0.00	0.00	0.00	
09/15/18	0.00	0.00	0.00	
10/15/18	0.00	0.00	0.00	
11/15/18	0.00	0.00	0.00	
12/15/18	0.00	0.00	0.00	
01/15/19	0.00	0.00	0.00	
02/15/19	0.00	6,912.50	6,912.50	
03/15/19	0.00	6,912.50	6,912.50	
04/15/19	0.00	6,912.50	6,912.50	
05/15/19	0.00	6,912.50	6,912.50	
06/15/19	0.00	6,912.50	6,912.50	\$34,562.50
07/15/19	0.00	6,912.50	6,912.50	
08/15/19	0.00	98,045.83	98,045.83	
09/15/19	0.00	98,045.83	98,045.83	
10/15/19	0.00	98,045.83	98,045.83	
11/15/19	0.00	98,045.83	98,045.83	
12/15/19	0.00	98,045.83	98,045.83	
01/15/20	0.00	98,045.85	98,045.85	
02/15/20	0.00	36,829.17	36,829.17	
03/15/20	0.00	36,829.17	36,829.17	
04/15/20	0.00	36,829.17	36,829.17	
05/15/20	0.00	36,829.17	36,829.17	
06/15/20	0.00	36,829.17	36,829.17	\$779,333.35
07/15/20	0.00	36,829.14	36,829.14	
08/15/20	7,500.00	98,045.83	105,545.83	
09/15/20	7,500.00	98,045.83	105,545.83	
10/15/20	7,500.00	98,045.83	105,545.83	
11/15/20	7,500.00	98,045.83	105,545.83	
12/15/20	7,500.00	98,045.83	105,545.83	
01/15/21	7,500.00	98,045.85	105,545.85	
02/15/21	7,500.00	98,045.83	105,545.83	
03/15/21	7,500.00	98,045.83	105,545.83	
04/15/21	7,500.00	98,045.83	105,545.83	
05/15/21	7,500.00	98,045.83	105,545.83	
06/15/21	7,500.00	98,045.83	105,545.83	\$1,197,833.29

[1] Final year principal pmts shown net balloon payment.

[2] Initial interest payments will be paid from Capitalized Interest funds held by the Trustee. Page 3 of 4

DORAL ACADEMY OF NORTHERN NEVADA PROJECT

Ser. 2017A-1, 2017A-2, 2017B-1, & 2017B-2 MONTHLY BASE RENTS

Base Rent Payment Dates	Principal [1]	Interest [2]	Total Base Rent Payment	6/30 Fiscal Yr Total
07/15/21	7,500.00	98,045.85	105,545.85	
08/15/21	23,333.33	97,483.33	120,816.66	
09/15/21	23,333.33	97,483.33	120,816.66	
10/15/21	23,333.33	97,483.33	120,816.66	
11/15/21	23,333.33	97,483.33	120,816.66	
12/15/21	23,333.33	97,483.33	120,816.66	
01/15/22	23,333.33	97,483.35	120,816.68	
02/15/22	23,333.33	97,483.33	120,816.66	
03/15/22	23,333.33	97,483.33	120,816.66	
04/15/22	23,333.33	97,483.33	120,816.66	
05/15/22	23,333.33	97,483.33	120,816.66	
06/15/22	23,333.33	97,483.33	120,816.66	\$1,434,529.13
07/15/22	23,333.37	97,483.35	120,816.72	
08/15/22	25,000.00	95,733.33	120,733.33	
09/15/22	25,000.00	95,733.33	120,733.33	
10/15/22	25,000.00	95,733.33	120,733.33	
11/15/22	25,000.00	95,733.33	120,733.33	
12/15/22	25,000.00	95,733.33	120,733.33	
01/15/23	25,000.00	95,733.35	120,733.35	
02/15/23	25,000.00	95,733.33	120,733.33	
03/15/23	25,000.00	95,733.33	120,733.33	
04/15/23	25,000.00	95,733.33	120,733.33	
05/15/23	25,000.00	95,733.33	120,733.33	
06/15/23	25,000.00	95,733.33	120,733.33	\$1,448,883.37
07/15/23	25,000.00	95,733.35	120,733.35	
08/15/23	27,083.33	93,866.67	120,950.00	
09/15/23	27,083.33	93,866.67	120,950.00	
10/15/23	27,083.33	93,866.67	120,950.00	
11/15/23	27,083.33	93,866.67	120,950.00	
12/15/23	27,083.33	93,866.67	120,950.00	
01/15/24	27,083.33	93,866.65	120,949.98	
02/15/24	27,083.33	93,866.67	120,950.00	
03/15/24	27,083.33	93,866.67	120,950.00	
04/15/24	27,083.33	93,866.67	120,950.00	
05/15/24	27,083.33	93,866.67	120,950.00	
06/15/24	27,083.33	93,866.67	120,950.00	\$1,451,183.33
07/15/24	27,083.37	93,866.65	120,950.02	\$120,950.02
Total	\$995,000.00	\$5,472,274.99	\$6,467,274.99	\$6,467,274.99

[1] Final year principal pmts shown net balloon payment.

[2] Initial interest payments will be paid from Capitalized Interest funds held by the Trustee. Page 4 of 4

SUBJECT

Pathways in Education – Idaho Falls New Charter Petition

APPLICABLE STATUTE, RULE, OR POLICY

I.C. §33-52 Public Charter Schools

IDAPA 08.02.04 Rules Governing Public Charter Schools

BACKGROUND

Pathways in Education – Idaho Falls (PIE-IF) is a proposed new public charter school to be located in Idaho Falls, Idaho. The school seeks to provide a drop-out recovery and at-risk student re-engagement model using a blended learning program. PIE-IF plans to serve grades 9-12 with an anticipated enrollment of 300 students.

PIE-IF plans to partner with an ESP, Pathways Management Group, to replicate a model that is currently being used in one district-authorized Idaho school and multiple schools across the country. The alternative learning model offers students a flexible schedule that requires students to attend a physical campus for a minimum of four hours a week and to complete the remainder of their work independently, using a combination of traditional textbooks or online learning.

DISCUSSION

See the PIE-IF Petition Evaluation Report for details.

IMPACT

If the PCSC approves the petition, the PCSC will have 75 days in which to execute a performance certificate with the school's governing board.

If the PCSC denies the petition, the petitioners could appeal to the State Superintendent of Public Instruction, or they could decide to not proceed further.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the PCSC deny the new charter petition for Pathways in Education – Idaho Falls due to lack of sufficient internal controls, particularly regarding state reporting and management fee invoicing, as well as potential conflicts of interest between the primary Education Service Provider and related entities.

If the PCSC chooses to approve the new charter petition for Pathways in Education – Idaho Falls, staff recommends the following condition: The school shall submit evidence of sufficient internal controls, particularly regarding state reporting and management fee invoicing, as well as

December 12, 2019

safeguards against conflict of interest between the primary ESP and its related entities, by March 11, 2020.

COMMISSION ACTION

A motion to deny the Pathways in Education – Idaho Falls new charter petition on the following grounds: Lack of sufficient internal controls, particularly regarding state reporting and management fee invoicing, as well as potential conflicts of interest between the primary Education Service Provider and related entities.

OR

A motion to approve the new charter petition for Pathways In Education – Idaho Falls with the following condition: The school shall submit evidence of sufficient internal controls, particularly regarding state reporting and management fee invoicing, as well as safeguards against conflict of interest between the primary ESP and its related entities, by March 12, 2020.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAHO PUBLIC CHARTER SCHOOL COMMISSION
**PETITION EVALUATION REPORT &
STANDARDS OF QUALITY**



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PETITION EVALUATION REPORT

PATHWAYS IN EDUCATION - IDAHO FALLS



Idaho Public Charter School Commission
304 North 8th Street, Room 242
Boise, Idaho 83702

Phone: (208) 332-1561
chartercommission.idaho.gov

Alan Reed, Chairman
Tamara Baysinger, Director

Petition Review Summary

Summary

The petition writers demonstrate an enthusiasm for educating underserved youth. It appears that the Idaho Falls area, a growing community, is in need of additional educational options for at-risk youth.

The proposed school is managed by Pathways Management Group (PMG). This group manages 10 schools, serving 10,000 students, across the country. Pathways in Education - Nampa was authorized by the Nampa School District in 2018.

In addition to an evaluation of the petition, this report also includes:

- [The Governance Capacity Interview Summary](#)
- [PMG Supplemental Report](#)

Summary of Section Ratings

Section 1: Educational Program ↓

MEETS STANDARD

Section 2: Financial & Facilities Plan ↓

DOES NOT MEET STANDARD

Section 3: Board Capacity and Governance Structure ↓

MEETS STANDARD

Section 4: Student Demand & Primary Attendance Area ↓

MEETS STANDARD

Section 5: School Leadership and Management ↓

DOES NOT MEET STANDARD

Section 6: Virtual Schools ↓

MEETS STANDARD

Section I: Educational Program

MEETS STANDARD

READ MORE: [Standards of Quality](#)

Comments

Pathways in Education - Idaho Falls (PIE-IF) proposes to implement a blended instructional model aimed at dropout recovery and at-risk student re-engagement in grades 9-12. The proposed school intends to serve 300 students in grades 9-12.

PIE-IF proposes a year-round calendar in which students attend the physical campus 2 days each week for a minimum of 4 hours per week. During these visits, students receive direct instruction in small groups, meet with teachers for 1:1 tutoring, receive special education services, and develop relationships with mentors. Outside of physical attendance time, students work independently using textbooks, workbooks, and various online curricula. The program includes a focus on the teacher-student relationship, with educational materials primarily delivered via online platforms.

Detail

Strengths:

- Achieve 3000 and Renaissance STAR are valid and reliable assessment programs that provide regular data.
- Carnegie units represent a national standard measurement for the amount of work required for a student per semester. Students meet with teachers 2 times per week to ensure they are completing work at the appropriate pace.
- The petition presents a robust system of teacher coaching and evaluation.
- The model includes a short feedback loop between assignment of work, submission of work, and receiving teacher feedback. Quick turnaround time and small chunks of work are considered best practices when working with at-risk students.
- The design of the academic program, including flexible scheduling and ample reading support, evidences a strong understanding of the needs of the targeted demographic.

Concerns:

- The petition includes minimal performance data from PIE-Nampa and other schools in the Pathways Management Group (PMG) network. [I.1.b](#)
- PCSC staff's research indicates that PIE-Nampa achieved 30% proficiency in ELA and less than 15% proficiency in Math on the 2019 ISAT. Due to the nature of the student population, it is likely that growth data is more meaningful than proficiency data. However, growth data for PIE-Nampa is not available on the school's report card. <https://idahoschools.org/districts/497/profile>

Section II: Financial and Facilities Plan

DOES NOT MEET STANDARD

READ MORE: [Standards of Quality](#)

Comments

PIE-Idaho Falls has identified a 13,000 sq. ft. property located in a mall in Idaho Falls. They propose to work with Mussell Construction to complete the necessary remodeling.

The school will engage directly with the owner of the building to lease the space for \$3,300/month. The school also intends to engage with Building Hope for a loan of \$1.5 million at an interest rate of 6% to fund the necessary improvements on the property.

This section does not meet standard due to insufficient internal controls (see concerns below).

Detail

Strengths:

- A letter from Building Hope (page 275) indicates their intent to provide funding if the school is not awarded the CSP grant.
- Petitioners are experienced in managing school finances in Idaho.

Concerns:

- A letter from Education Management Systems (page 274) indicates EMS's intent to provide funding for school start-up. EMS is owned and operated by the same family that owns PMG, and a conflict of interest may be present. Please see the PMG supplemental report for more information.
- The amount of funds offered to the school and the terms of repayment are not stated. Based on other documentation in the petition (the budget and the PIE-Nampa Audit) it seems likely that this loan will be \$500,000 at 2.5%.
- State revenue appears to be estimated at \$6,000 per student. This does not represent funding calculations in Idaho. As the requested calculation worksheets and special distribution estimates are not included, the numbers

cannot be verified. [11.1a](#)

- The ESP management fee is listed as 10% of the school's total revenue (both restricted and unrestricted). This is approximately \$180,000 at capacity. However, since a significant portion of school revenue in Idaho is restricted, the school will only be able to pay their ESP fee out of non-restricted funds. Thus \$180,000 represents significantly more than 10% of the unrestricted funds the school may use to make this payment.
- According to the draft services contract, PMG will submit all of PIE-IF's state reporting. Because this reporting establishes revenue numbers upon which the management fee would be based, there appears to be a significant conflict of interest. Please see the [PMG Supplemental Report](#) for more information regarding a decision handed down by the California Education Audit Appeals Panel in 2014 regarding a similar situation in PMG-managed schools in their state. [11.4.b](#)

Section III: Board Capacity and Governance Structure

MEETS STANDARD

READ MORE: [Standards of Quality](#)

Comments

The board structure of PIE-Idaho Falls includes one director appointed by the ESP, and 4 additional directors appointed by a majority vote of the existing board. All directors serve 1 year terms.

Commendably, the board directors have extensive experience in education and service to youth.

Please see the [Governance Capacity Interview Summary](#) for more information.

This section does not meet standard because of a lack of separation between the board and the ESP. [III.2.c](#)

Detail

Strengths:

- The board includes enthusiastic community members who have extensive commitment to underserved youth.

Concerns:

- Page 54 of the petition states that “Directors’ meetings will occur no less than four times a year.” This structure was confirmed as common practice at the PIE-Nampa school. Four board meetings a year may be insufficient to appropriately engage in the work of charter school governance.
- The bylaws note 1 year terms. This structure may not provide directors adequate time to effectively engage in the work of charter school governance.

Section IV: Student Demand and Primary Attendance Area

MEETS STANDARD

READ MORE: [Standards of Quality](#)

Comments

The petition seeks to serve at-risk and disengaged high school students, and is designed to serve the community as a uniquely structured dropout recovery program and an at-risk student services program. The petition demonstrates that there is a need for an educational program targeting this population in Idaho Falls.

If approved, the school would increase the yield rate in the Idaho Falls district to 9.7%. See the chart below.

Charter School Yield Rate* for Idaho Falls	% Yield
Most Recent Year Yield (2018-2019)	7.49%
Anticipated Yield 2020-21 (including Pathways-IF)	9.68%
Potential Yield Rate (if all operating charters enrolled to capacity)	15.23%
Idaho Average	11%
National Average	10-15%

*Yield rate is the percentage of students served by public schools located in a district's boundaries who choose to attend a charter school.

Detail

Strengths:

- The school's flexible schedule and blended academic program renders a traditional transportation program impractical. However, the school intends to provide city bus passes for every student and has considered proximity to existing bus stops as part of their facility search. This work evidences a thorough understanding of the population the school seeks to serve. (The petitioners may consider checking with Bluum regarding CSP grant eligibility because the proposed school does not intend to provide traditional "yellow bus" service).

Concerns:

- Pages 65-66 list several organizations with whom the school hopes to partner; however, there is documented support from only one of the listed community organizations.

Section V: School Leadership and Management

DOES NOT MEET STANDARD

READ MORE: [Standards of Quality](#)

Comments

PIE-Idaho Falls' leadership and management structure is patterned on other Pathways schools around the nation. Pathways Management Group (PMG) has a complicated structure in which the primary EMO that schools contract with is related to other companies with which schools also contract for other services.

Options for Youth and Opportunities for Learning schools, also managed by PMG, were the subject of investigation in California with a decision handed down by the Education Audit Appeals Panel in 2014 confirming that the schools over-billed the state, thereby creating artificially increased revenue at the school. Because PMG charges a management fee that is a percentage of each schools' total revenue, this raises significant concerns about conflict of interest and internal controls. More information regarding the nature of these concerns can be found in the [PMG Supplemental Report](#).

This section does not meet standard due to real and potential conflicts of interests that are not disclosed (see Section V, Appendix E) and a lack of adequate internal controls.
[V.3.a.](#)

Detail

Strengths:

- The ESP has experience in other states operating schools with the same model.
- A summary of the services provided by PMG and the terms of the contract is provided on page 173 of the petition.

Concerns:

- The petition proposes to outsource required state reporting, which will determine school revenues, to the same ESP that will be paid a percentage of the corresponding revenue. This represents a clear conflict of interest. See the

PMG Supplemental Report.

- Page 43 of the petition states that the ESP will provide “vendor selection services” to the school. This raises significant concerns regarding real and potential conflicts of interest as PMG’s owners have familial relationships with many of the vendors who provide services to other Pathways schools. See the PMG Supplemental Report.
- The petition lacks sufficient achievement data from other schools that the ESP operates. ([Section V.3.a](#)) Because of this lack of data from other Pathways schools, it is difficult to assess whether this model will serve to improve student academic outcomes. ([Section V. Appendix E.d](#))
- The petition does not thoroughly describe the board’s specific expectations for the school leader and does not provide a job description for the school administrator ([Section V.1.a and V. Appendix D.c](#)).
- The description of how the school will evaluate the performance of the ESP is present in the revised petition. However, during the governance capacity interview, board directors did not seem prepared to engage in that process. ([Section V.3.a](#))
- On page 73, there is an error in the petition regarding the number of years that Pathways-Nampa has been operational. While the Pathways program may have been purchased and implemented by the Nampa district in 2013, PIE-Nampa has been an operational charter school for only two years.

Section VI: Virtual and Blended Schools

MEETS STANDARD

READ MORE: [Standards of Quality](#)

Comments

The proposed blended program addresses the unique needs of the intended student population. It allows for students to attend school at various times of the day, which may differ from week to week. It also provides virtual access to curriculum and robust support mechanisms, including additional counselors and student advisors. In addition, teachers act as coaches who are trained to ensure that every student is engaged meaningfully, every single time she or he visits campus.

Detail

Strengths:

- The chosen curricula includes fully developed programs that provide rich data to teachers.
- The blended program requires live weekly student/teacher interaction. This allows for students to build flexible schedules, but also allows relationships to be developed.
- PMG has developed a custom learning management system called StudentTrac that helps students and teachers track student pace and mastery.
- A sample week-long student schedule is provided on page 18 of the petition.

Concerns:

- The outcomes of this model are not detailed in the petition, so it is difficult to assess how well the model serves students.

Governance Capacity Interview Summary

Petitioning School	Pathways In Education - Idaho Falls
Date of Interview	October 30, 2019
PCSC Staff who Conducted Interview	Tamara Baysinger, PCSC Director
	Jenn Thompson, Finance and Resource Program Manager
Board Members Interviewed	Katie Rhodenbaugh (attended in-person)
	Drey Campbell
	Jessica James
	Monica Bitrick
	Hailey Mack

PCSC staff interviewed the Pathways in Education - Idaho Falls (PIE-Idaho Falls) Board of Directors. The interview addressed the board's understanding of the school model, their vetting process for choosing an Education Management Company, and a variety of financial and operational questions arising from the petition, including special education staffing, and the status of anticipated revenue.

The team includes a professor of social work at Northwest Nazarene University, the YMCA-Idaho Falls Chief Executive Officer, the Tribal Youth Education Program Manager for the Shoshone-Bannock Tribes, the College of Eastern Idaho's Career Placement and Recruiting Coordinator, and the Evaluation and Research Program Assistant for the Alternative Teacher Authorizations Program at the College of Southern Idaho. The majority of the board appears to be newly assembled (as evidenced by the directors struggling to remember each other's names and/or city of residence). Most of the questions were fielded by the more experienced directors.

PIE-Idaho Falls intends to contract with Pathways Management Group (PMG) for a variety of management services, particularly financial, reporting, and human resources. Two of the PIE-Idaho Falls directors also serve as directors for Pathways in Education - Nampa, which opened in 2017. These directors have had the opportunity to work closely with PMG and report only positive experiences. They shared that PMG has been very responsive to school board and state entity requests and that PMG provides thorough financial reports at each board meeting.

The board appears to generally understand their role as a governing body, but they do not have a clear understanding of the proposed contractual arrangements between the school and the EMO. For example, directors noted that PMG would work under their direction, but none were able to discuss the details of the contract or clearly describe their plan for evaluating the EMO's performance. It was noted that the board has engaged with an independent attorney to review the contract, and one board director was aware of a termination clause, but did not know the details. Additionally, while the board generally acknowledged their duty to provide financial oversight, it does not appear that the board

has yet engaged in the crucial governance work of evaluating the risk to taxpayer dollars posed by entering a contract.

For services not directly contracted with PMG, such as special education and curriculum, the board intends to contract with third-party providers. Only one board director was aware of a potential conflict of interest between PMG and its related entities (more than 60) that provide such services. Additionally, no directors were aware of PMG's involvement in over-reporting cases litigated in other states in which inaccurate student data reports resulted in artificially increased revenues at the school level and artificially increased revenue-based management fees paid to PMG.

Despite their newness as a team, and their inexperience as charter school operators, each director is clearly passionate about the school's mission and brings valuable professional experience to the table.

Strengths of the board:

- The board is passionate about the school concept, particularly the focus on relational learning and flexible structures.
- Each board director has an authentic understanding of the student population they intend to serve. Each director's career is focused on at-risk youth services.
- Several directors appear to be experienced in data and vendor management.

Areas of concern:

- The majority of the board directors are new to the project and inexperienced with charter schools.
- It is not clear that the board has independently or thoroughly vetted the EMO.
- Board directors do not have a clear understanding of the proposed contractual arrangements between the school and the EMO.
- Directors were not able to speak to omissions in the budget or discrepancies between the budget and the petition narrative.

PMG Supplemental Report

Operational & Financial

A major concern identified regarding PIE-IF's finances and operations is the numerous conflicts of interest among the identified ESP, Pathways Management Group (PMG), and its related entities who provide services to PMG schools. PMG and more than 60 related entities are operated by the Hall family. PMG provides ESP services to multiple brands of schools, including Pathways in Education, Options for Youth (OFY), and Opportunities for Learning (OFL). While these schools have different names, they appear to run the same model as proposed in this petition.

PMG school boards across the country have chosen to contract with entities related to PMG for ancillary services. Entities operated by the Hall family that provide services to PMG schools include: Prep for Success (special education consulting), Red School House, Virtual Learning Options for Youth (OFY), Farm Stay Inn (farm outreach program, Rocky Mountain Pathways (ranch outreach program), Education Dynamics, 9 Dot Education Solutions (human resources), and Partners in Special Education.

The nature of the relationships among these entities has not been disclosed by PMG, and while the governing board for PIE-IF does not appear to be aware of any potential conflicts of interest, the draft contract for services indicates that PMG will assist the school with identifying and selecting vendors for various services. This presents a significant conflict of interest. For example, Education Management Services, an organization for which John Hall is the president, has provided a letter indicating their intent to provide a loan to the school, stating that the schools model is aligned to EIM's mission. Additionally, the petition notes that the board will seek a third party vendor for services such as special education consulting and payroll.

Additionally, the governance structure of PIE is concerning. PIE-ID's bylaws originally identified EIM as a voting member of the board, with the right to appoint other board directors, ensuring that an entity run by John Hall has control over a quorum of the board. This arrangement would unduly influence the decision-making capacity of PIE-IF's board, including their choice of vendors. At the request of PCSC staff, EIM membership has been rESPved from the bylaws.

The PIE-IF petition does not clearly explain any financial controls in place to prevent such conflicts of interest. Evidence from other states indicates that concern about such conflicts is warranted. The Hall family has been subject to investigation related to overbilling of staff hours by the State of California. In a judgement handed down on March 3, 2014, by the California Education Audit Appeals Panel, OFY and OFL schools were found to have been overfunded due to inaccurate staffing reports submitted between the years of 2001 and 2003 in seven of their districts. The result was overpayment of \$45,405,807 from the State of California to the schools.

While this situation happened a few years ago, the current petition proposes a structure that is vulnerable to similar overbilling. For example, this petition proposes that PMG be solely responsible for submitting SDE reports that determine the amount of revenue the school will receive. It also states that the management fee paid to PMG is a flat percentage of that revenue. Without clearly defined checks and balances in place, there is opportunity for this situation to happen again.

PCSC staff is not alone in its concerns regarding Pathways in Education schools. PIE has applied for charter schools in numerous other states. Applications in Colorado, Washington DC, New York and a previous petition to the PCSC were withdrawn after authorizers expressed concerns regarding the governance structure and financial sustainability of the schools. Both Chicago and Louisiana have denied replication petitions, expressing concerns about ethics and related entities as well as the governance, financial, and educational plans.

STANDARDS OF QUALITY



Introduction Checklist

1. Formatting

- All pages are legible in the final PDF (i.e. font size, quality of copy, etc.)
- Petition is continuously paginated
- Section headings and references to appendices are bookmarked and/or hyperlinked

2. Cover Page Requirements

- Name of the school
- Year the school intends to open
- General location of the school (such as school district, county, city, etc.)
- Contact information for the primary representative of the petitioning group (including name, address, phone number, and e-mail address)

3. Table of Contents

- Organized in alignment with the New Charter Petitioner Guidance document
- Page numbers are accurate
- Section titles are hyperlinked to the corresponding page of the petition

4. Executive Summary

- One page maximum
- Introduces the school's organizational structure
- Introduces the school's educational program
- Provides an overview of the community need for such a program
- Summarizes student outcome expectations

5. Mission Statement

- Succinctly relays the purpose and educational philosophy of the school

Section I: Educational Program

1. General Standards of Quality

- a. **Thorough and Compliant** - The petition provides a thorough explanation of the intended educational program.
- b. **Supported and Credible** - The petition includes references to relevant research and documentation of the success of the proposed model. Alternatively, if the model is new and research is unavailable, the petition describes the reasoning behind the approach.
- c. **Connected and Cohesive** - The petition presents an overall educational program that is aligned to the mission and vision and is cohesive with other sections of the petition.

2. Educational Philosophy (New Charter Petitioner Guidance, Pg.8)

- a. The educational philosophy clearly relates to the school's mission and instructional model.
- b. Research and widely accepted best practices support the educational philosophy.

3. Student Academic Achievement Standards (New Charter Petitioner Guidance, Pg.8-9)

- a. Academic and programmatic goals convey the educational program's anticipated achievement outcomes.
- b. Academic and programmatic goals reflect high standards for the target population.
- c. The goals are logically connected to the school's mission.

4. Key Educational Design Elements, Curricula, Tools, & Instructional Methods (New Charter Petitioner Guidance, Pg.9-10)

- a. Key design elements are thorough and directly relate to the educational program as well as the mission and vision of the proposed school.
- b. Explanations and examples of instructional practices, types of curricula, and tools are detailed, realistic, and consistent with the proposed educational program.

5. Strategies for Serving Special Populations (New Charter Petitioner Guidance, Pg. 10 - 11)

- a. The special services plan is complete and addresses the needs of special populations, including, but not limited to: special education, at-risk, gifted, and English Language Learners.

- c. The special populations plan appears feasible within the constraints of the proposed academic program.
- d. The plan demonstrates an understanding of the unique needs of the special populations in the proposed target market.

6. Professional Development Plan (New Charter Petitioner Guidance, Pg. 11)

- a. The professional development plan addresses new teacher orientation and onboarding.
- b. The professional development plan includes training specific to the proposed educational model as well as the systems and structures for efficient school operations.
- c. The plan aligns with the school calendar and provides learning opportunities for both groups and individuals as well as varied delivery formats such as guest professionals, off-site trainings, and professional learning communities.

Section 1: Related Appendices

Appendix F: Optional Supporting Documents

- a. No appendices are required for Section I. Optional appendices support the educational program's credibility.
- b. Each document is numbered within this section (i.e. F1, F2, F3, etc.).

[Back to petition evaluation report](#)

Section II: Financial and Facilities Plans

1. General Standards of Quality

- a. **Thorough and Compliant** - The financial plan and budget template evidence a thorough understanding of federal and state funding mechanisms and distributions as well as the costs associated with school operations. Revenue estimates include realistic variables and restricted funds are used appropriately.
- b. **Supported and Credible** - The petition includes sufficient documentation, assumptions, and details to demonstrate the validity of revenue and expenditure estimates.
- c. **Connected and Cohesive** - The petition's financial and facilities plan meets the stated needs of the academic program and the intended student body. The financial narrative and the budget template are aligned.

2. Fiscal Philosophy and Spending Priorities (New Charter Petitioner Guidance, Pg.12)

- a. The fiscal philosophy and spending priorities align to the mission and vision of the school.
- b. The spending priorities provide for effective school operations.
- c. The spending priorities present appropriate use of taxpayer dollars.

3. Transportation and Food Service Plans (New Charter Petitioner Guidance, Pg.12)

- a. The transportation plan (if provided) is compliant and meets the needs of the intended student population.
- b. The nutrition plan (if provided) is compliant and meets the needs of the intended student population.
- c. Cost estimates are credible and supported.
- d. The facility design and staffing plan appropriately support the stated plans for transportation and nutrition.

4. Financial Management and Monitoring Plan (New Charter Petitioner Guidance, Pg.12)
 - a. The financial management and monitoring plan identifies the board’s fiscal governance role.
 - b. The organizational structure ensures appropriate accounting expertise either by including a business manager in the staffing plan or by contracting out services to an experienced organization. (If contracting out for services, the petition outlines the specific duties to be contracted and includes any contracts or MOUs executed to date.)
 - c. The plan evidences an understanding of financial policy including accounting practices, internal controls, and related internal procedures.

5. Facilities Plan (New Charter Petitioner Guidance, Pg.13)
 - a. The two facility options are detailed, realistic, and meet the school’s programmatic needs.
 - b. The proposed school location(s) is easily accessible to the intended student population and lies within the primary attendance area.
 - c. The square footage, outdoor space, and specialty features meet the needs of the educational model.

Section II: Related Appendices

Appendix A1: Financial Summary

- a. See New Charter Petitioner Guidance, pg.20-21, for more information.
- b. The financial summary, which automatically populates, provides a one-page overview of the school’s plan.

Appendix A2: Pre-Opening Budget

- a. See New Charter Petitioner Guidance, pg.20-21 for more information.
- b. The pre-opening budget is aligned to the school’s start-up plan (as described throughout the narrative) through June 30th of the pre-operational year. Revenues and expenditures are supported and credible.

Appendix A3: Three-Year Operating Budget and Break-Even Year 1 Scenario

- a. See New Charter Petitioner Guidance, pg. 20-21, for more information.
- b. The three-year budget provides appropriate detail for the first few years of the school’s operation based on realistic enrollment expectations.

- c. The budget includes a functional break-even, or “plan B” budget for the first year of operation that shows how the school can survive if it does not meet anticipated enrollment numbers. Revenues and expenditures are supported and credible.

Appendix A4: Cash Flow Projection for Initial Operating Year

- a. See New Charter Petitioner Guidance, pg. 20-21, for more information.
- b. The cash flow aligns to the “full enrollment year 1 budget” column on the Operational Budgets tab. The presented budget appropriately accounts for the staggered timing of state distributions of funds and the appropriate timing of various expenditures.

Appendix A5: Facility Options

- a. See New Charter Petitioner Guidance, pg. 20-21, for more information.
- b. The two or more facility options, outlined on the PCSC facilities template, are realistic.
- c. Cost estimates are realistic and consider soft and hard costs of the proposed facility.

Appendix F: Optional Supporting Documents

- a. Additional appendices to support the Financial and Facilities Plan Section may be included in Appendix F.
- b. Each document is numbered within this section (i.e. F2, F3, F4, etc.).

[Back to petition evaluation report](#)

Section III: Board Capacity and Governance Structure

1. General Standards of Quality

- a. **Thorough and Compliant** - The articles and of incorporation and bylaws are legally compliant and address all necessary content. The petition demonstrates an understanding of the charter school board's legal responsibilities. The narrative and attachments effectively communicate the board's capacity to govern.
- b. **Supported and Credible** - The petition includes documentation of executed bylaws and filed articles of incorporation.
- c. **Connected and Cohesive** - The board membership and structure match the needs of the educational program and the oversight of school operations.

2. Governance Structure (New Charter Petitioner Guidance, Pg.13)

- a. The governance structure includes detailed descriptions of the roles that officers and board committees will play.
- b. The division of duties between governance and management are clear and appropriate.
- c. The governance structure grants the board direct oversight over school leadership and the evaluation of school leaders.
- d. The articles of incorporation and bylaws are consistent with the petition narrative.

3. Board Member Qualifications (New Charter Petitioner Guidance, Pg.13)

- a. The board member qualifications section includes a list of directors currently serving, states each director's term of service, and establishes each director's capacity to govern (qualifications, experience, etc.).
- b. Board membership reflects diverse experience and skills (such as education, law, real estate, management, financial planning, and/or community outreach).

4. Transition Plan (New Charter Petitioner Guidance, Pg.13-14)

- a. The board's transition plan from founding to the work of governance is clear and likely to be effective.
- b. The transition plan addresses concrete ways to avoid the pitfalls of "founders' syndrome."
- c. The plan includes a list of the current board members who intend to resign in order to apply for a paid position, if the school is approved.
- d. The transition plan accounts for the consistent stewardship of the school's mission and vision.

5. Board Member Recruitment and Training (New Charter Petitioner Guidance, Pg.14)

- a. A comprehensive board training plan for sustaining high-quality governance includes an identification of the scope of skills the board desires to maintain, strategies for recruitment, and processes for grooming, selecting, and onboarding new directors.
- b. Board training is detailed, specific, and comprehensive, and addresses the needs of the initial board as well as future board members.
- c. The board training plan allows for self-reflection and opportunities for stakeholders to provide feedback.

Section III: Related Appendices

Appendix B: Articles of Incorporation and Corporate Bylaws (New Charter Petitioner Guidance, Pg.22-23)

- a. Articles of incorporation are filed with the secretary of state prior to submitting the petition for review by the PCSC. The petition includes a signed copy of the articles.
- b. Included bylaws outline a clear process for selection of members of the school's board of directors, including: number and designation of seats, board member terms, elections vs. appointments, nomination and voting procedures, eligible voters, applicable definitions, etc.

Appendix C: Board of Directors and Petitioning Group (New Charter Petitioner Guidance, Pg.23)

- a. Resumes establish each board member's credibility with regard to their service on the board.
- b. Includes a list of all persons in the petitioning group who are significantly involved in the development of the proposed school and their relevant skills.
- c. "Founders" are defined for the purposes of the enrollment lottery preference are listed.

Appendix F: Optional Supporting Documents

- a. Additional appendices to support the Board Capacity and Governance Structure Section may be included in Appendix F.
- b. Each document is numbered within this section (i.e. F2, F3, F4, etc.).

[Back to petition evaluation report](#)

Section IV: Student Demand and Primary Attendance Area

1. General Standards of Quality
 - a. **Thorough and Compliant** - The petition's proposed educational program reflects the needs and demands of the local community.
 - b. **Supported and Credible** - The petition includes evidence of research to document dESPgraphics and student demand.
 - c. **Connected and Cohesive** - The information presented in this section aligns with the structure and intent of the educational program and facility plans.

2. Primary Attendance Area (New Charter Petitioner Guidance, Pg.15)
 - a. The primary attendance area is clearly described and appears appropriate.

3. Student Demand (New Charter Petitioner Guidance, Pg.15-16)
 - a. The student demand section describes and documents the need for the academic program in the identified area and provides evidence of student interest/demand for the school.
 - b. The student demand section describes the dESPgraphics (documented with credible source data) of the intended neighborhood in which the school will be located.

4. Student Population (New Charter Petitioner Guidance, Pg.16)
 - a. The intended student population is clear.
 - b. The intended student population can be supported by community and district dESPgraphics.
 - c. The estimate of the anticipated number of students the school expects to serve who will require special services is supported and credible.
 - d. The staffing and educational plan is likely to support adequate special services, especially for FRL, special needs, and/or ELL students.

5. Enrollment Capacity (New Charter Petitioner Guidance, Pg.16-17)
 - a. Capacity estimates include whole school and grade-level.
 - b. The growth plan is clear and complete from year one through year five or to final expansion.
 - c. The enrollment goals for each year and for the school at capacity are reasonable and supported by credible data.
 - d. The detailed marketing and recruitment plan allocates adequate staff support and funds to the effort and the plan will likely result in the school meeting its enrollment goals.

6. Community Partnerships and Local Support (New Charter Petitioner Guidance, Pg.17)
 - a. The level of community engagement with the proposed model is appropriate and adequate.
 - b. Documented partnerships and local support align to the mission of the school.

7. Enrolling Underserved Families (New Charter Petitioner Guidance, Pg.17)
 - a. Strategies for reaching at-risk, diverse, and underserved families, as well as families that might not be aware of the school, are well developed.
 - b. Strategies for initial recruitment, as well as ongoing family and community engagement, appear reasonable and likely to be successful.

Section IV: Related Appendices

Appendix F1: District Notification Letter

- a. Appendix F1 includes a dated and signed letter to the district that meets the requirements outlined in I.C. §33-5205.

Appendix F: Optional Supporting Documents

- a. Additional appendices to support the Student Demand and Primary Attendance Area Section may be included in Appendix F.
- b. Each document is numbered within this section (i.e. F2, F3, F4, etc.).

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Section V: School Leadership and Management

1. General Standards of Quality

- a. **Thorough and Compliant** - The petition describes the leadership structure including a description of the experience, qualities, and/or management style of the “right” leader for this school and details regarding the division of duties if a co-director structure is proposed. The petition also evidences clear understanding of [the Idaho Standards for Effective Principals](#).
- b. **Supported and Credible** - The petition includes documentation to support the likely success of the proposed leadership and/or management plan.
- c. **Connected and Cohesive** - The leadership and management plan is aligned to other sections of the petition, including the educational program, organizational chart, and budget.

2. Leadership Team (New Charter Petitioner Guidance, Pg.17)

- a. The narrative describes the responsibilities of and relationships among school leadership, the governing board, instructional leaders, and staff.
- b. The petition includes a plan for evaluating school leader(s).

3. Educational Services Provider (if applicable) (New Charter Petitioner Guidance, Pg.17-18)

- a. If the school has chosen to work with an ESP, CMO, or ESP to provide leadership and/or management services:
 - This section includes the contact information for a representative from the organization or provider and other pertinent information such as other locations where the organization or provider operates, any available achievement, operational, and financial data, and any DBAs.
 - This section details the nature and extent of the entity’s participation in the management and operation of the school.
 - This section describes how the school’s board will regularly evaluate the performance of the ESP, CMO, or ESP.

Section V: Related Appendices

Appendix D: School Administration and Organization Chart (New Charter Petitioner Guidance, Pg.23)

- a. The organizational chart includes board of directors, administration, business management, contractors (including ESP/CMO, if applicable), and support staff.
- b. If the lead administrator has been identified, Appendix D includes his/her resume and additional pertinent information, including real or potential conflicts of interest.
- c. If the lead administrator has not been identified, Appendix D includes job descriptions and/or description of responsibilities for key leadership positions.

Appendix E: Education Service Provider (if applicable) (New Charter Petitioner Guidance, Pg.24)

- a. A thorough term sheet provides the term length and termination agreement.
- b. If applicable, Appendix E includes the two most recent contracts that the ESP has executed with operating charter schools.
- c. The detailed description of the ESP's relationship to the school's board includes any conflicts of interest.
- d. If applicable, the detailed description of how and why the management organization or educational service provider was selected provides evidence that the organization provides high-quality service to similar schools.

Appendix F: Optional Supporting Documents

- a. Additional appendices to support the School Leadership and Management Section may be included in Appendix F.
- b. Each document is numbered within this section (i.e. F2, F3, F4, etc.).

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Section VI: Virtual and Blended Schools

1. General Standards of Quality

- a. **Thorough and Compliant** - The petition provides a detailed description of the proposal, and establishes the need for such a program.
- b. **Supported and Credible** - The petition includes documentation to evidence the validity of the chosen Learning Management system (LMS), curriculum, and instructional structure.
- c. **Connected and Cohesive** - The design of the program is aligned to other sections of the petition including, but not limited to, the budget, staffing plan, and mission.

2. Learning Management System (New Charter Petitioner Guidance, Pg.18)

- a. The description of the chosen LMS addresses the technology platform, curriculum, and rationale for the structure of the program.
- b. The LMS appears adequate to fulfill the mission and meet identified goals.
- c. All students can be served via the identified LMS.

3. Educational Program-Virtual and Blended (New Charter Petitioner Guidance, Pg.19-20)

- a. There is a strong rationale for use of a virtual program, rather than a brick-and-mortar program, to fulfill the mission and meet stated goals.
- b. The plan to ensure all students have access to the virtual educational program is complete and demonstrates thoughtfulness and planning of petitioners to market to and address educational needs of all students.
- c. The expectations for online teachers include required availability and the role that he/she plays in individualizing and providing guidance on course material.
- d. The student work assessment plan includes the level of teacher involvement required in evaluating and responding to student performance.
- e. The described means by which student will interact with teachers includes timely and frequent feedback about student progress.
- f. The opportunities for student-to-student interaction are practical, diverse, and likely to cultivate school community.
- g. The educational program offers new opportunities for families.

4. Technology (New Charter Petitioner Guidance, Pg.20)

- a. A plan for ensuring equal access to all students includes the provision of necessary hardware, software, and internet connectivity required for participation in online coursework.
- b. The plan for provision of technical support relevant to the delivery of online courses is cost-effective, timely, and supported by adequate staff.
- c. The plan for training students and parents in the use of hardware and software is practicable.

5. Professional Development (New Charter Petitioner Guidance, Pg.20)

- a. The strategies for professional development specific to education in the virtual environment address both initial and ongoing training.
- b. The teacher evaluation plan includes strategies specific to virtual education.

6. Data Collection/Attendance and Course Credit (New Charter Petitioner Guidance, Pg.20)

- a. The means of verifying student attendance demonstrate that attendance will focus primarily on coursework and activities correlated to the thoroughness standards.
- b. The proposed means of awarding course credit are adequate.
- c. The strategies for administering standardized testing to all students are practicable and affordable.

Section VI: Related Appendices

Appendix F: Optional Supporting Documents

- a. No appendices are required to support Section VI. Optional appendices support the virtual educational program's credibility.
- b. Each document is numbered within this section (i.e. F2, F3, F4, etc.).

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Pathways In Education-Idaho Falls

Serving Grades 9-12

Anticipated Opening:

August 2020

Idaho Public Charter School Commission

Boise, Idaho

Lisa Schwartz

773-230-0341

lisaschwartz@pathwaysedu.org

Non-Discrimination Statement:

Pathways In Education-Idaho Falls Public 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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Executive Summary

Summary: Pathways In Education (PIE)-Idaho Falls is applying to operate a public charter school in Idaho Falls. The Board of PIE-Idaho Falls aims to provide a comprehensive high school education program (with support services) to at-risk students through a blended learning model, which leads to students' attainment of a high school diploma and acceptance to college and/or career pathways. The Pathways In Education model is currently operated in 10 schools across the states of Idaho, Illinois, Tennessee, Louisiana, and Arizona. In the past five years, Pathways In Education schools have served over 10,000 students.

The Pathways In Education learning model is unique in that it offers students a flexible schedule where they attend the physical campus for a minimum of two days a week for two hour sessions. During these sessions, they participate in one-on-one sessions with teachers, receive postsecondary counseling, receive special education or English Learner services, or even attend a traditional class. When students are not physically at the campus, they complete independent work using traditional textbooks/workbooks or an online learning platform.

PIE-Idaho Falls will also assist students to develop supportive relationships that will help them manage work, life, and family responsibilities. We personalize our programs for each student with an intent to create equity. Using student success plans, individualized instruction, small group instruction, guided learning, targeted intervention, post-secondary counseling, extended and flexible learning time, and parental involvement, we recognize the needs of every child and help them succeed. Doing this for all students requires a reimagining of what high schools can be and what they must become in the face of a challenging and unknowable future.

Mission Statement: Pathways In Education schools are exemplary models of a successful blended learning program. Our staff empowers, inspires, and connects with our students to help them achieve their goals, positively change their lives, and make their dreams a reality. Our schools are supportive environments where all stakeholders are successful.

Vision Statement: Our vision is to re-engage students and empower them to become lifelong learners who contribute to their community and who are productive members of society. Pathways In Education focuses on dropout recovery through a proven alternative school model. We take students who have been unsuccessful in their traditional public high school and guide them to graduation with equitable practices and scientifically proven outcomes. Our initiatives recognize the unique needs of every student, while also providing equal opportunities for all students to succeed. Pathways In Education offers these opportunities in an innovative, flexible environment that takes into consideration each student's specific lifestyle, culture, or other needs that often cannot be satisfied in a traditional school.

Community Need: The Board of PIE-Idaho Falls is committed to serving the unique needs of students in the Idaho Falls area, many of whom come from lower socioeconomic backgrounds, and who also live in both urban and rural communities. The current waitlists in existing alternative schools, combined with low graduation rates at these schools, are evidence that at-

risk students in this area could greatly benefit from the individualized attention that the Pathways In Education model has been providing students across the country for over 20 years.

The curriculum, instructional tools, and methods used by Pathways In Education schools reflect our educational philosophy and mission to provide a personalized and equitable learning experience for at-risk students. Pathways In Education focuses on serving students who are in danger of dropping out of a traditional school program or who need to be re-engaged in their academic efforts. Our students are often facing unique challenges that require alternative methods to help them become successful students and high school graduates. Our curriculum model and program design provide the structure within which we can work with students on an individual basis, as well as offer the support and educational experience each student needs to be successful.

Our Core Values of Mutual Trust, Mutual Respect, Compassion, Integrity, and Innovation complement and support our mission and vision. These core values shape our guiding principles:

- Belief that all students can learn
- Create high expectations for personal and academic growth
- Focus on re-engagement of at-risk, high-risk disconnected youth
- Provide students with a bridge between school and society
- Ensure equity of access to quality educational options
- Deliver a highly personalized learning environment
- Provide strategically timed interventions
- Prioritize on social-emotional learning
- Develop life skills, which produce positive lifetime outcomes

Section I: Educational Program

Educational Philosophy

Through our proven model of blended learning programs, PIE-Idaho Falls will ensure a supportive environment where all students will be successful. Our blended learning programs include: experiential learning, guided independent learning, small group instruction, extracurricular opportunities, and postsecondary counseling. PIE-Idaho Falls will serve Idaho Falls' 9th-12th grade students who have fallen behind in school or could benefit from a non-traditional learning environment with flexible scheduling.

Our target student population is at-risk students, who are identified through Idaho Administrative Code as possessing at least one of twelve distinct qualifiers.¹ PIE-Idaho Falls will focus its efforts on increasing the graduation rates for all at-risk students in Idaho Falls, which includes: students eligible for free and reduced meal programs, who have dropped out of school, are behind in credits, have poor attendance, are Limited English Proficient, and/or are pregnant or parenting. In addition, we will target students who may be academically at-risk due to full-time work requirements (and who may also fall under poverty/free and reduced meal eligibility), who are homeless, who are in the foster care and/or criminal justice systems, who have been bullied, who are coming to terms with their sexual orientation, and who are disengaged from the traditional education system due to other reasons, all of which may have created chronic conditions that have left them far behind in their academic progress.

We believe the student-teacher relationship is critical to the development of a young person's social, emotional, and academic well-being. At PIE-Idaho Falls you will find students working one-on-one with passionate, highly qualified teachers, tutors, and student advisors. We take enormous pride in the quality of our staff members and the deep connection that each of them will share with every PIE-Idaho Falls student.

Collectively, the mission, vision, and educational model for PIE-Idaho Falls are based on the philosophy of closing the achievement and graduation gaps for at-risk students, thereby providing them with the access, opportunity, and supports required to prepare them for successful postsecondary career and life pursuits. Additionally, PIE-Idaho Falls will provide educational programs and support services for at-risk students to enable them to graduate from high school and be prepared for postsecondary options. PIE-Idaho Falls will assist students in developing relationships that will help them manage work, life, and family responsibilities.

¹ Office of the Administrative Rules Coordinator (2001 Archive). *09.01.40, Rules of the Job Training Partnership Act.*, pp. 4-5. Idaho Department of Labor. Retrieved from <https://adminrules.idaho.gov/rules/2001/09/>

A Model that is Research-Based and Data-Driven:

PIE-Idaho Falls' educational model will be grounded in research-based principles that have a history of generating success within our anticipated population. For example, in the paper "The Costs and Benefits of an Excellent Education for All of America's Children" (2006) published by Teachers College, Columbia University, researchers Henry Levin, Clive Belfield, Peter Muennig, and Cecilia Rouse identify seven key indicators of high-quality schools that address the needs of 21st century at-risk student populations. At PIE-Idaho Falls, we will implement all seven of the following indicators presented in the Levin study:

- 1. Small school size:** PIE-Idaho Falls will have a maximum student enrollment of 300. The small school size will allow for greater and more frequent interaction between administrators, teachers, staff, students, and parents or guardians. In addition, Small Group Instruction (SGI) enrollment will be limited to between 12 and 15 students, and Independent Study (IS) teachers will work with a maximum of five students during each instructional hour. Small Group Instruction classes meet for 1.5 – 2 hours, twice a week for students to receive direct instruction in a small group setting. Independent Study Teachers will engage their students in a 1:1 conversation and check-in every time they come to school.
- 2. High level of personalization:** PIE-Idaho Falls will have two key methods for providing highly personalized instruction to each student. The first method of personalization will be PIE-Idaho Falls' small school and class sizes. Due to the limited size of the student body, administrators and teachers will gain a deep understanding of each student's abilities, academic goals, and needs. The second method of personalization is the development of an Individualized Learning Plan (ILP) for each student upon enrollment, and which is continuously updated throughout a student's time at PIE-Idaho Falls. The ILP will document each student's academic performance, including grades and standardized test results, as well as the student's academic and personal goals, effective teaching strategies for the student, personal difficulties that may hinder academic performance, and any other information that would enable a teacher to have a more complete and nuanced understanding of the student's academic and personal limitations, supports, and goals. Throughout their tenure, students will meet with their teachers – both Independent Study and Small Group Instructors – to discuss any challenges, identify any supports that are needed, and proactively work through challenges together. The student and his/her teacher are partners in creating and executing a progression plan that works; the student has a high level of support and is able to meet the expectations for work progress.
- 3. High academic expectations:** The administrators, teachers, and staff at PIE-Idaho Falls will demonstrate a steadfast belief in the ability of each student to succeed in – and graduate from – high school. PIE-Idaho Falls' curriculum will be aligned to Idaho's College and Career Readiness standards in English Language Arts and mathematics, as well as Idaho Content Standards for health education, physical education, science, social science, visual and performing arts, and world languages. Each student's ILP will provide PIE-Idaho Falls' teachers with the information necessary to adapt instruction to each student's needs while maintaining a high level of rigor and academic accountability. Throughout the academic recovery process,

students are coached on valuable academic skills, such as writing, reading comprehension, analysis, time management, effective note-taking, study habit skills, and specific subject tutoring as needed. PIE-Idaho Falls will also offer a variety of AP courses to the school's students. PIE-Idaho Falls students will graduate with the academic and personal skills, competencies, and resources necessary to pursue their postsecondary program of choice.

4. Counseling Services: PIE-Idaho Falls teachers serve as academic counselors to their students, planning course assignments and scaffolding supports in accordance to the students' individual plans and academic needs. The teachers continuously enroll students in new courses as students complete a previous course; for example; once the student finishes the coursework for Algebra 1 one day, they might begin the coursework for Geometry the next day. This close relationship will ensure that each student is prepared for and can succeed in the next course in his/her academic plan. PIE-Idaho Falls will also employ a Post-Secondary & Student Services Counselor (PSSSC) to provide postsecondary planning guidance and provide additional counseling to each student. PIE-Idaho Falls will also offer student support groups on a weekly basis. PIE-Idaho Falls PSSSCs will be knowledgeable about social and wraparound services available to each student. These services will be available via partnerships with area nonprofits or governmental social service agencies. (See [Appendix F1: Post Secondary Planning Priorities 2019-2020](#))

5. Parental Engagement: Parents and guardians will be encouraged to visit PIE-Idaho Falls at any time during its operational hours. Teachers will communicate with students and families on a regular basis to ensure students are staying on track and receiving the individual support they need; additionally, teachers will celebrate the positive progress students will make with phone calls, emails, or letters home. PIE-Idaho Falls will hold open houses multiple times throughout the school year so that parents can meet with teachers and administrators to discuss student performance and any other pressing concerns. Parents and guardians may also contact PIE-Idaho Falls at any time to schedule an appointment with a teacher or administrator.

6. Extended Hours: PIE-Idaho Falls will operate year-round and be open from 7:00 am to 4:30 pm each weekday. These extended hours will enable students to schedule their time at the school site around their own personal responsibilities. In addition, students will be able to walk into PIE-Idaho Falls at any time to work on coursework or receive help from a tutor. Students are required to attend their Independent Study Teacher appointments and SGI courses throughout the week, and are expected to take advantage of available academic and personal resources that will help them to achieve their goals. Supports that will be accessible during extended hours include: tutoring, extracurricular clubs, workshops, quiet study table time, counseling, or PSSSC appointments.

7. Competent Personnel: PIE-Idaho Falls will recruit teachers who have an Idaho teaching license in the subject matter they will teach, or who are working toward an Idaho license through a state-recognized alternative licensing program. Once hired, teachers receive extensive training and ongoing professional development and feedback to continue growing in

their practice. We have a rigorous hiring process to ensure we are identifying the best teachers for our unique student population.²

How we Use Data to Help Students Succeed

- Formative Assessment: Teachers have access to formative assessments such as key assignments in a Student Activity Workbook as well as checks for understanding and questioning techniques to assess student progress.
- Summative Assessment: Information such as Unit Tests and skills growth indicators (we use Renaissance Star 360) are used to make more broad decisions about whether a student might need an intervention to address a specific skills deficit.
- Renaissance Star 360: Students are assessed three times each year (Fall, Winter, Spring).
- Interventions: Tools that address deficits in math skills include "Accelerated Math" which links directly to Renaissance Star 360 and uses the students' test results to provide activities and remediation at their most recent level to assist them in building skills. Achieve 3000 is also used as an intervention in the same way to address deficits in literacy/ ELA.
- Feedback Loops: Teachers use feedback loops to help determine *Where they are at currently* (the skill levels of their students upon enrollment and at regular intervals throughout the year) and *where they want students to be* (the knowledge and skills that students still need). The teachers can then make a plan of how to get them there or *Where they want their students to be*. (Chappuis³) Teachers will discuss this plan of academic growth with students via "Achievement Chats"; individual meetings with students to discuss results and their plan to make improvements.
- Curriculum: Some of the indicators that we use to measure our course effectiveness include: how long it takes a student to complete a course, assessment data (retakes, % passage), and skills growth as measured by Renaissance Star 360 test scores and End of Course (EOC) data.
- Teacher Standards: We created the High Quality Teaching Initiative (HQTI) rubric, a Danielson-inspired framework to provide a common language around teacher proficiency and establish expectations and standards for excellence in our program. Additionally, teachers will be observed by their leadership several times a year and will discuss results in a conference setting. Leaders will utilize data from these conferences to help set goals for the teachers and school site and to inform their PD plan throughout the year.

²Levin, H., Belfield, C., Muennig, P., & Rouse, C. (2006). *The costs and benefits of an excellent education for all of America's children* (Vol. 9). New York: Teachers College, Columbia University.

³Chappuis, Jan. (2014). *Seven Strategies of Assessment for Learning* (2nd ed.). London: Pearson.

- Reflection: If it is determined that a course is not providing students with the necessary assignments/ activities to meet the learning targets, we can adjust the curriculum by either adding scaffolding or looking at trends to see where there are roadblocks for learning based on bad test questions or misalignment between learning and assessments.

Seat Time vs. Proficiency-Based Learning

Pathways In Education’s unique educational model employs a combination of instructional modalities that allows us to design Individualized Learning Plans (ILPs) for each of our students based upon their own unique needs. The modalities that Pathways In Education uses are: Independent Study (IS), Small Group Instruction (SGI), and Online Learning (OL). These modalities, used in concert with ILPs, allow Pathways In Education to offer our students maximum flexibility in their individual weekly schedule, while also ensuring that students make satisfactory progress in both credit completion and skills growth.

Pathways In Education requires students to attend a minimum of two appointments per week with their teacher. During these appointments, students have the opportunity to complete unit assessments (from their IS or OL classes) and receive targeted instruction. They are also provided with study skills strategies; they set weekly, monthly, and annual educational goals; and they can access specific guidance from their teacher regarding social-emotional needs. In addition, students may be assigned SGI classes (in English, Math or Science) based upon their specific needs. These classes are normally scheduled twice a week for 90 to 120 minutes per class period. Additional resources that are available include: Special Education services, English Learning services, College and Career Advising, and additional social-emotional support.

The Pathways In Education model is designed so that students who are credit-deficient can recover credits and either transfer back to their home school or graduate directly from Pathways In Education. Students will be required to work at a unit completion pace that meets or exceeds the graduation pace of a traditional school in Idaho. Leaders and teachers track student progress to ensure students are meeting their goals and completing work at an appropriate pace.

In order to ensure that Pathways In Education courses meet Idaho State Board of Education requirements, each course is written to align to the Idaho Content Standards and Carnegie units. Each one semester course covers the equivalent of 1.0-5 credits and approximately 50-7060 hours of seat time and the equivalent of 24.0 credits and approximately 100-140120 hours of seat time for a two semester course. Each semester course is broken down into five units for 1.0 Idaho credits. Completion of one unit is the equivalent of 12 hours’ worth of seat time and 0.24 credits in Idaho. In order for a unit to be completed, all assignments in the unit must be completed, the teachers must assess the quality of the work, and a unit test must be passed with a “C” or better. When all five units of a semester course are completed, the student is granted a grade for that semester class. By assessing at the end of each unit, teachers are quickly able to identify any gaps in a student’s skills or knowledge and provide support or intervention.

Our pacing expectations are set to match with Idaho's 4-year graduation pace. Students are required to complete work during each Learning Period to keep them on pace with progress expectations, though they have the opportunity and flexibility to progress at a faster rate. Students are expected to turn in 6 units, or complete 1.2 Idaho credits per Learning Period. There are 11 Learning Periods in the Pathways In Education program calendar that each last for 21 school days. At 1.2 credits per Learning Period for 11 Learning Periods, students earn 13.2 credits per year (or 52.8 over four years). Students also have the ability to exceed the 6 unit goal and turn in up to 10 units, or 2.0 Idaho credits, per Learning Period; this would allow students to reasonably exceed the graduation rate of a traditional school in Idaho.

The Graduation Date Estimator shown below is a tool that teachers can use to ensure that students are making adequate monthly and yearly progress towards graduation.

Graduation Date Estimator

Student Name: *****	SchoolCode: *****	Center: PIE - Nampa
Student's date of birth: 05/03/2000	Today's date: 10/17/2019	Current Grade: 11
Guide: PIE - Nampa Graduation Planning Guide		

Subject	Credits Required	Credits Earned	Credits remaining
ELA & Communications	9	4	5
Mathematics	6	3	3
Science	6	4	2
Social Science	7	4	3
Humanities	2	2	0
Health/Wellness	2	2	0
Technology	3	0	3
Electives	16	10	6
Graduation Requirements	0	0	0
Total:	51	29	22

Community Service Hours: 0

Unit Avg. Per Month	5.7	Visual of Student Progress 	Grade	Credits Scale	
Time Period (Months)	20			9	0 - 13.8
Est. Date of Graduation	06/2021			10	14 - 26.8
Age at Graduation	21.2			11	27 - 39.8
Total Credits Earned	3.4			12	40 - 51

4 Units per Month	Months: 28	Years: 2.5	Age: 21.8	Date: 02/2022
5 Units per Month	Months: 22	Years: 2	Age: 21.3	Date: 08/2021
6 Units per Month	Months: 19	Years: 1.7	Age: 21.1	Date: 05/2021
7 Units per Month	Months: 16	Years: 1.5	Age: 20.8	Date: 02/2021
8 Units per Month	Months: 14	Years: 1.3	Age: 20.7	Date: 12/2020
10 Units per Month	Months: 11	Years: 1	Age: 20.4	Date: 09/2020

To ensure that students are meeting unit completion pace expectations, teachers monitor student completion timelines throughout each Learning Period, and at each appointment during the week. Since students are meeting with their teachers for a minimum of 8-9 appointments per Learning Period, if students are turning in and completing one unit each time they come to school, they will exceed the four-year graduation rate. Therefore, the feedback loop for a teacher monitoring student progress is extremely short in our model. It is also set up for students to be able to monitor their own progress easily and they know what is expected of them. For example, if a student shows up for their appointment and does not have their work done, the teacher and student are immediately discussing a plan to finish and turn in their work. Students must turn in 1 – 2 units each week to be on pace. Additionally, enrollment in a Small Group Instruction class will also contribute to the amount of work a student completes during each Learning Period.

School leaders and teachers also monitor this data for each Learning Period through StudentTrac to ensure students are achieving their credit attainment expectations. There are various reporting tools available to help to track student work throughout the Learning Period and identify which students are on pace or not on pace. For example, the Enrollment Leave and Transfer (ELT) report and the Credit Attainment reports are both available in real-time to highlight student progress status. Leaders will often use these data reports as a topic to drive discussion in professional development or Professional Learning Community (PLC) meetings with staff.

When a student enrolls at Pathways In Education, they may have already completed some of their high school credit requirements. The teacher analyses their transcripts, creates a planning guide to note any gaps in their credits, creates a progress plan reflective of that student's current status, and establishes a goal date for the student to finish. They also set a pace plan with the student to manage the 6 or more units per month they will plan on completing. The teacher also discusses with the student his/her support plan that will assist the student in completing the required units. The student and teacher work together to decide what the student needs in order to be successful; these needs shape the resources the students will use and the communication considerations the teacher will use in working with the student.

Upon enrollment, students are provided with an orientation to ensure that they understand how the Pathways In Education program works; they also schedule their regular weekly appointments and receive their first course assignments. Students are also given clear expectations for the required Independent Study and Online Learning time that needs to be devoted to course completion on a daily and weekly basis to ensure that students are meeting minimum unit completion expectations. Additional topics that are covered include appointment attendance expectations and a clear description of all the resources that are available to students to support expected learning outcomes. At a student's first regularly scheduled appointment, the teacher will review the student's previous school records and will work with the student to develop specific goals based upon prior performance, postsecondary goals, and unit completion requirements.

Standardized Test Participation

All students are expected to participate in all required state exams (SAT and ISAT) along with internal Renaissance Star 360 Reading and Math assessments. In the 2018-19 school year, PIE-Nampa had participation rates between 95-100%. This is accomplished through clear communication (email, calendars, direct teacher-to-student communication, etc.) and our ability to leverage the relationship that our staff cultivates with each student and their family.

Student Academic Achievement Standards

Measure	Goals and Rationale Statement
<p>% of Students Meeting Star SGP Goal– Reading</p>	<p>GOAL: 55% of students will reach a Student Growth Percentile (SGP) of 45 or higher in Star Reading and Math</p>
	<p>RATIONALE: Star uses the student growth percentile methodology to compute student level growth on the Star reading assessment. The median growth of all Star test takers (in each grade level) is 50, with “typical growth” defined as growth between the 35th and 65th percentile. Growth below the 35th percentile is considered low and growth above the 65th percentile is considered high.</p> <p>Research conducted by Amanda Beckler of Renaissance’s research department and Dr. Jody Ernst from Momentum Strategy & Research shows that while students attending alternative schools tend to have lower median growth than students from more traditional school models, their growth still falls in the typical range. Therefore, Pathways In Education’s goal is for all students to achieve at least 35th percentile growth, but aims to get at least 55% of students to grow at the 45th percentile.</p> <p>In the most recent school year (2018-19), our students in Nampa showed excellent positive growth on this metric from the previous school year. 64.5% of students in Reading and 68.5% of students in Math achieved a 45 SGP or higher. This is a growth of 19% and 28% respectively compared to the 2017-18 SY.</p>
<p>4-Year Graduation Rate (Cohort Adjusted)</p>	<p>GOAL: For Year 1 of operation, PIE-Idaho Falls will graduate 25% of continuously enrolled students who are members of the 2016-17 4-Year Graduation Cohort.</p>
	<p>RATIONALE: PIE-Idaho Falls is unsure of how many students from previous cohorts will enroll in the school during the first year of operation. Historically, students enrolling in Pathways In Education schools in Year 1 enter the school between one and two semesters</p>

	<p>behind in credits. Given that we place students into a grade based on the number of credits the students have earned, we anticipate that a majority of students enrolling in our program who are already in year 4 of their cohort will not likely be assigned to the 12th grade. Therefore, for Year 1 (and likely Years 2 and 3 as well) we do not anticipate that the 4-year cohort graduation rate will be above 15%. However, in an effort to challenge ourselves and our students we are placing the goal at 25% of those students that enrolled in PIE-Idaho Falls for the full academic year.</p> <p>As the school is able to enroll students earlier in their high school careers, we anticipate that the 4-year cohort graduation rate will increase steadily. Therefore, we will increase this goal by 5 percentage points each year until the goal is set at 45%.</p> <p>The maximum goal is being set at 45% based on graduation data from alternative education campuses at Pathways In Education campuses across the country that serve similar students.</p>
<p>12th Grade Graduation Rate</p>	<p>GOAL: For Year 1 of operation, PIE-Idaho Falls will graduate 80% of continuously enrolled students who were designated as 12th grade students (by credit count) as of the beginning of the 2020-21<u>2017-18</u> SY.</p> <p>RATIONALE: Pathways In Education operates a competency-based system by which students earn credits toward graduation. Students are assigned to a grade level based on the number of high school credits they have obtained previously, regardless of their age. Using this model, students are not assigned to 12th grade until they have successfully earned enough credits. Our goal, then, is to graduate 12th grade students within one year of assigning them to 12th grade.</p> <p>Using this model, students often move from 11th to 12th grade mid-year. In order to avoid penalizing the school for this practice, we need to specify that the students to be included in this metric be assigned to 12th grade on or before Information Day. The goal of 80% is based on the success Pathways In Education has attained on this measure across our other campuses.</p> <p>Using data from other Pathways In Education schools over the past two school years, we can see that our schools' 12th grade grad cohort percentage has averaged between 72% and 83%. We are confident that the same level of success will be reached at PIE-Idaho Falls. Our PIE-Nampa school graduated 81.5% of its 12th grade graduate cohort in the 2018-19 SY.</p>

Credit Attainment	GOAL: In year one, 55% of students will meet minimum credit expectations of 1 credit per academic month.
	<p>RATIONALE: Students who attain 11.5 credits per school year are on pace to graduate in four years. This measure quantifies the pacing of all students as an average with 11.5 credits per year showing that the school is pacing students to graduate in a timely fashion.</p> <p>In the 2018-19 SY, our PIE-Nampa school had a 58.2% score on this metric, which was a growth of 9.7% over the previous school year.</p>
Post-Secondary Plans	GOAL: 100% of students will create a concrete post-secondary plan prior to graduation.
	<p>RATIONALE: Through exposure to college experiences and career credentialing opportunities, we help our students pave their own path towards a fulfilling career or college program. To expose students to postsecondary opportunities, students will have the opportunity to take a dual enrollment course while attending Pathways In Education. Students meet regularly with their Postsecondary and Student Services Counselor (PSSSC) to discuss postsecondary goals and resources available. The PSSSC hosts workshops throughout the year for students and teachers to learn more about the eligibility requirements and resources to pursue postsecondary opportunities in Idaho. (See Appendix F1: Postsecondary Planning Priorities 2019-2020)</p>
Stabilization (Re-Enrollment)	GOAL: 90% of continuing students will reenroll with PIE-Idaho Falls at the beginning of Year 2 of operation.
	<p>RATIONALE: It is Pathways In Education’s goal to retain as many students as possible from year to year. Establishing a stabilization goal for the school ensures that the school does not allow any students to drop out without direct contact with the school. All care will be taken in ensuring that students who decide not to return to our school are matriculated back to an appropriate school in the Idaho Falls District to continue their education.</p>

The charts below provide data from the first two years PIE-Nampa was in operation. They also show that there was an improvement in how students performed over these two years.

PIE-Nampa ISAT Scores					
-	Participation Rate	Below Basic	Basic	Proficient	Advanced
2017-18	<u>78.8%</u>	<u>82.7%</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
2018-19	<u>95.3%</u>	<u>29.6%</u>	<u>39.5%</u>	<u>24.7%</u>	<u>6.2%</u>
Growth	<u>16.5%</u>	<u>-53.1%</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

PIE-Nampa Renaissance Star 360 Scores (% Meeting Growth Goals of >45 SGP)			
-	Participation Rate	Reading	Math
2017-18	<u>95.0%</u>	<u>45.3%</u>	<u>40.8%</u>
2018-19	<u>100.0%</u>	<u>64.5%</u>	<u>68.5%</u>
Growth	<u>5.0%</u>	<u>19.2%</u>	<u>27.7%</u>

Pathways In Education schools serve students who are generally behind in both skills and credits in comparison to their peers. For example, PIE-Nampa students average around 2.2-2.8 years behind their peers in Reading and Math skills, while PIE-Illinois students average around 4.1-4.3 years behind. These skills gaps drive our strategic planning both on the individual student and school levels. We use Renaissance STAR testing, along with student progress measures, as leading indicators throughout the year to improve student achievement. Though PIE-Nampa has only been open for two full years, there has been excellent growth on these indicators (19% and 27% gains on Renaissance STAR year over year) that have lead to growth in our ISAT scores as well (a 53% reduction in students scoring Below Basic).

-	Avg Growth % - Star Reading	Average Growth % - Star Math	% Making Growth Targets - Star Reading	% Making Growth Targets - Star Math	Average Daily Attendance	Growth in Attendance Rate
2017-18	<u>Pathways Average</u> <u>41.67</u>	<u>39.33</u>	<u>48.37</u>	<u>44.67</u>	<u>47.60</u>	<u>36.67</u>
2018-19	<u>Pathways Average</u> <u>45.33</u>	<u>42.33</u>	<u>52.70</u>	<u>49.43</u>	<u>72.87</u>	<u>68.43</u>

Additionally, PIE-Illinois schools have seen incremental skills growth on Renaissance STAR of around 3-5% across the past two school years. They have also excelled in engagement indicators like Attendance Growth (32% increase) and Average Daily Attendance (25% increase). These results led Chicago Public Schools to renew and expand their contract with Pathways In Education for the next five school years.

The table below shows the 1-year and 4-year graduation rate for our existing school in Idaho, PIE-Nampa. Because the school has only been in operation for two years, the 4-year graduation rate is only shown for the 2018-19 school year:

PIE-Nampa Graduation Rates		
-	1-Year*	4-Year
2017-18	33.3%	NA
2018-19	81.5%	4.3%

*% of 12th grade cohort of students who graduate by the end of the SY

Students enrolling in Pathways In Education schools are, on average, two to four semesters behind their peers in terms of credits earned. This often means that graduating students with their 4-year cohort peers is especially difficult. 2018-19 was the first year that PIE-Nampa received a 4-Year Graduation Rate (4.3%). The school did, however, graduate over 80% of credit-eligible 12th grade students who were enrolled at the beginning of the school year.

Another way that Pathways In Education schools measure student productivity and engagement is to measure the pace at which students are completing credits. These measures are internally referred to as Credit Attainment and Academic Recovery. Since a large portion of student work is performed independently, either through guided independent study or online classes, it is vital that we consistently monitor student work quality and quantity. As discussed earlier, most Pathways In Education students come in with both credit and skills deficiencies that put them behind their 4-Year Graduate Cohort peers. By ensuring that students engagement and productivity are monitored from the moment the student is enrolled, we can get students back on track quickly.

Credit Attainment is a measure of the percentage of students who have completed enough work during the month to be on a 4-year graduation pace (at least 1 credit per month). Academic Recovery identifies students who have fallen far below work expectations for the period. The experience of existing Pathways In Education schools has shown that students who are not engaged with their work are in danger of not only falling further behind, but are also at risk for dropping out. Both metrics are monitored by the Principal and staff on a weekly basis.

Below you will find how data for PIE-Nampa and PIE-Illinois schools have progressed over the past two years:

-	Credit Attainment			Academic Recovery		
	2017-18	2018-19	Growth	2017-18	2018-19	Growth
PIE-Nampa	49.53%	58.17%	8.64%	16.20%	12.91%	-3.29%
PIE-Illinois	51.63%	47.99%	-3.64%	17.64%	21.94%	4.30%

As a reference, schools have a goal to keep Credit Attainment at 55% or higher and to keep Academic Recovery below 20%. At PIE-Idaho Falls, these two metrics will continue to be key indicators of student engagement and progress for the future that the Board will regularly review.

Key Educational Design Elements, Curricula, Tools, and Instructional Methods

The curriculum and instructional tools and methods used by Pathways In Education schools reflect our educational philosophy and mission to provide a personalized and equitable learning experience for at-risk students. Pathways In Education focuses on serving students who are in danger of dropping out of a traditional school program or who need to be re-engaged in their academic efforts. Our students are often facing unique challenges that require alternative methods to help them become successful students and high school graduates. Our curriculum model and program design provides the structure through which we can work with students on an individual basis and offer the support and educational experience each student needs to be successful.

Curriculum at PIE-Idaho Falls is based on Idaho Content Standards, and meets all guidelines as indicated in Idaho Administrative Code IDAPA 08.02.03.⁴ The curriculum focuses on core knowledge to ensure that students receive a strong foundation in basic skills, helping them reach proficiency in all core content areas. Students receive ongoing personalized support from highly qualified teachers in all core subjects. Pathways In Education utilizes multiple curricular modalities in order to provide credit-bearing courses to fulfill graduation requirements, as outlined by the State of Idaho. Graduation requirements are satisfied using a standards-aligned curriculum that includes independent study Student Activity Workbooks (SAWs), teacher-led Small Group Instruction (SGI) classes, and online curricula such as Achieve 3000, Accelerated Math, Edmentum, and Straighterline. Whenever possible, courses are offered in multiple formats (online, workbooks, and SGI) to meet individual student needs. We find that most students benefit from a combination of these models.

Curriculum offerings at Pathways In Education include various levels of courses in English, Math, Science, Social Studies, Physical Education, Health, Arts and Humanities, and Electives. Students learn valuable themes related to personal responsibility, social awareness, relationships, leadership, and communication. In order to match the individual student's level of prior knowledge and motivation, these rigorous courses are scaffolded and presented in a language and format that is accessible to all learners. Scaffolded courses are designed to provide structured learning for students who may score lower in proficiency levels. With our individualized program model, many high performing students find they can move at a quicker pace and engage in dual-credit programs with one of our college/university partners. Students and parents/guardians are informed in their enrollment meeting about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements; this information is also provided through newsletters, and is in the student handbook.

⁴ Idaho Office of the Administrative Rules Coordinator (2019). "Idaho Administrative Code > Education, Board of and Department of (08) > IDAPA 08 Administrative Rules: 08.02.03, Rules Governing Thoroughness > page 11." Retrieved from <https://adminrules.idaho.gov/rules/current/08/080203.pdf#page=11>

To ensure that students are receiving proper guidance [aligned to the Idaho Content Standards](#) as they progress through the curriculum, Pathways In Education teachers are trained on proper course assignment strategies and intervention techniques, and also receive coaching and feedback from their leadership through regular observations. Pathways In Education teachers strategically assign courses according to student needs to ensure that students are fulfilling their path to graduation and receiving any necessary support. The teachers also make sure to provide additional support in the courses the students have previously failed. The teachers work with students and utilize available data to address any gaps in their learning to ensure students are making consistent progress. The one-on-one appointments, which are foundational to the Pathways In Education model, provide the structure through which teachers can connect with their students through discussions about their coursework. Through these appointments, students feel supported, and as a result experience academic success.

[Below is a sample PIE-Nampa student schedule:](#)

Monday	Tuesday	Wednesday	Thursday
9:00 – 10:00 am Appointment with Independent Study Teacher 10:00 am – 12:00 am Work on homework; get additional tutoring help from teacher 12:00 – 1:00 pm Attend Senior Committee lunch meeting	Work at part-time job in the AM	9:00 am – 10:00 am Appointment with Independent Study Teacher 10:00 am Meet with PSSSC counselor. Research local college program for next year	Work at part-time job in the AM
1:00 pm – 3:00 pm Small Group Instruction Class 3:00 – 4:00 pm Stay at school site and work on homework Check in with teacher on the updated progress plan for Graduation	2:00 – 4:00 pm Come to school for tutoring help in the afternoon	1:00 pm – 3:00 pm Small Group Instruction Class 3:00 – 4:00 pm Make signs for upcoming Senior Committee event	5:00 pm Attend post-secondary workshop on financial aid with parents
Independent work (Student Activity Workbooks) and online learning is expected to be completed during the week for 4-6 hours per day.			

The student communicates often with his/her Independent Study (IS) teacher and Small Group Instruction (SGI) teacher during the week. The student meets with his/her teacher and has 1:1 time during their appointments to discuss their progress and any challenges they are facing, or identifying any additional supports needed. At orientation, the teacher promotes a proactive style of communication between the student and teacher. Each time they meet, it is an opportunity for the teacher and student to build their relationship, establish their trust in each other, and lean on that bond. Teachers are trained to communicate in a deliberate and authentic way to declare and demonstrate they are the student's advocate, guide, and support, in addition to serving as their tutor, teacher, attendance monitor, and school advisor. For example, if a student is stressed by something happening at home, by letting their teacher know what is going on, the teacher will be mindful to watch for changes in the student's demeanor, their ability to focus and stay on pace, or if their attendance falters. The teacher can be an ear for the student, or they can refer the student to the counselor for additional support. If the student needs to make a change to their progress or support plan, they can discuss those needs with the teacher and they can work through those challenges together to find a solution.

The IS teacher and SGI teacher work in tandem to provide individualized support for the student. Here is an example scenario to illustrate how the staff works together to overcome a common challenge:

A student needs to take Geometry, and they have already failed that class at their traditional school. The teacher, having closely examined the student's transcripts at orientation, having monitored Renaissance STAR results, and having discussed this matter with the worried student, knows that this is a stressor and a challenge, and will be mindful in how they approach the pending course. Before enrolling the student in the Geometry class, the teacher will assign a math elective course or schedule the student for a math intervention program to help the student revisit more foundational skills and thereby "warm up" for the upcoming class. Additionally, the teacher will collaborate with the tutor to monitor which specific strands need to be addressed in tutoring appointments. The tutor will report in with the teacher on a weekly basis to discuss how the student is progressing. Next, the teacher will schedule a check-in with the student and the Small Group Instruction Teacher who will be teaching Geometry. They will introduce the student to the Geometry teacher, discuss the student's current plan to prepare for the class, and provide them with an overview of the upcoming class and what the student can do if he needs help. The goal of the meeting is to reaffirm that the student is doing a great job preparing, that there is a whole support team in place, and that they are going to make sure the student is successful this go-around. Once the student is enrolled in the class, the SGI and IS teachers will communicate regularly on progress and student state-of-mind in the class. The SGI can also tailor their instruction and check-in support to be mindful of this students' particular challenges and anxieties. The student is able to conquer a difficult class because they are utilizing the resources available, working closely with their teachers, and are supported to be actively engaged in the class.

The Pathways In Education model has helped thousands of students graduate from high school and achieve postsecondary success. Collectively, the mission, vision and educational model for PIE-Idaho Falls are based on the philosophy of closing the achievement and graduation gaps for at-risk students. Pathways In Education provides these students with the access, opportunity, and supports required for a successful postsecondary career, and for a fulfilling life overall. Pathways In Education has successfully developed and implemented a wide range of curricula, and has received accreditation by the AdvancED Higher Learning Commission. Continuous improvements and advancements to course offerings are vital to our operations, and our staff's experience and expertise are fully utilized in developing and moving curriculum forward.

The creation of comprehensive, innovative, and research-based curriculum is vital to student success. Most of this development process is completed by the Pathways In Education Curriculum Department and Instructional PD Team, with teachers additionally providing key instructional insights and feedback on students' success within the curriculum content. Our Curriculum Department and Instructional PD Team research best practices, trends in education, and state requirements in order to meet the diverse needs of learners as effectively as possible. Special attention is given to inclusion of supports for diverse learners, including Special Education and EL students.

Curriculum at Pathways In Education closely follows the graduation requirements as set forth by the State of Idaho. Working within these guidelines, teachers and support staff work with students to craft a personalized learning experience.

Please note the graduation requirements upheld by PIE-Idaho Falls:

- 9 credits Language Arts:
 - 8 credits English
 - 1 credit Speech
- 6 credits Mathematics:
 - 2 credits Algebra I
 - 2 credits Geometry
 - 2 credits Student Choice
- 6 credits Science:
 - 4 credits of these are lab-based
- 5 credits Social Studies:
 - 2 credits US History
 - 2 credits Government
 - 1 credit Economics
- 2 credits Humanities
- 1 credit Health
- 17 credits Electives

Please note the additional graduation requirements upheld by PIE-Idaho Falls:

- Advanced Opportunities: at least 1 Advanced Opportunity offered such as Dual Credit, Advanced Placement, Technical Competency Credit, or International Baccalaureate
- Senior Project: Completed at the end of grade 12, includes written report and oral presentation per [the State of Idaho graduation requirements, with](#) guidelines set ~~at~~ [district level](#) by the PIE-Idaho Falls Board of Directors.
- Community Service Hours: Students complete 10 hours of community service at a non-profit organization
- College Entrance Exam: take ACT or SAT before end of grade 11
- Civics Test: successful completion of civics test or alternative path

The following is an example of a course of study available to students at Pathways In Education. This course of study meets the graduation requirements of the State of Idaho. Please note that some students may wish to take AP Computer Science, Dual Credit Computer Science, or Dual Credit Engineering as part of their math or science credit. Additionally, some students may wish to satisfy their Humanities requirement through visual arts, music, theatre, dance, or world language course offerings. It is the goal of Pathways In Education to provide students with flexible scheduling, creative course delivery, and a wide range of learning opportunities.

9th Grade	
Semester 1	Semester 2
English 9A	English 9B
Algebra 1A	Algebra 1B
Physical Science A	Physical Science B
Physical Education	Health
Computer Literacy A	Computer Literacy B
Elective	Elective
Elective	Elective

10th Grade	
Semester 1	Semester 2
English 10A	English 10B
Geometry A	Geometry B
Biology A	Biology B
World History A	World History B
Fundamentals of Multimedia	Speech
Elective	Elective
Elective	Elective

11th Grade	
Semester 1	Semester 2
English 11A	English 11B
Physics A	Physics B
US History A	US History B
Humanities	Humanities
Elective	Elective
Elective	Elective

12th Grade	
Semester 1	Semester 2
English 12A	English 12B
Algebra 2A	Algebra 2B
American Government A	American Government B
Economics	Elective
Elective	Elective
Elective	Civics Test

Helping students achieve their goals in a timely manner is central to the mission of Pathways In Education. Flexible scheduling, creative course delivery, use of technology, and experiential opportunities are instrumental in meeting the diverse learning needs of students and expediting their course completion. As such, accelerated credit recovery and skills growth are achieved at Pathways In Education through a variety of methods and approaches, including:

Focused Learning and Subject Matter Concentration: Students generally work on fewer than three courses at a time. Concentrating on a few subjects at a time permits greater depth of learning in each subject area and affords students the ability to concentrate on specific subjects and skills. This focused approach allows students to master content thoroughly, complete a course more quickly than in a traditional semester system, and to achieve rapid progress that helps motivate students to persevere with their studies. Due to a variety of reasons, including a low level of academic confidence, many at-risk students have difficulty focusing on five or six courses at once and can become overwhelmed with effectively managing their time. In extreme cases, this may lead to students abandoning formal learning altogether. By focusing on no more than three subjects at a time, students are able to perform at a maximum proficiency level, exercise greater control over their learning, and enjoy an increased sense of self-efficacy.

Self-Paced Learning: Students use a guided, individualized learning format that permits them to tailor their work pace to meet personal needs and goals. Staff members, including Teachers, Tutors, English as a Second Language Educators, Special Education Teachers, and General Education Instructors, as well as Post-Secondary and Student Services Counselors, coach students toward attaining their goals, and focus is placed upon student growth. Pathways In

Education has found that teachers motivating students and providing individualized support is a reliable formula for accelerated learning.

Mastery: Students are placed in the core subjects of English/Language Arts and Mathematics based on assessed achievement levels and other pertinent data, including students' transcripts and standardized test results. Advancement and mastery of skills is determined through a variety of assessment modalities, including teacher observation data, student work samples, and traditional tests. Many of these assessments incorporate composition, multimedia presentations, and artistic expression to meet the needs of individual learning styles. In order to earn course credit, students must demonstrate mastery by achieving a grade of 70% or better. Students who do not meet this requirement must review curriculum with additional scaffolding, which may include Small Group Instruction (SGI) and/or on-site individualized tutoring.

Small-Group Instruction: Pathways In Education excels at providing needed interventions for students who may be struggling. Small Group Instruction (SGI) classrooms help students develop a much greater understanding of the core curriculum. Small Group Instruction and tutoring are also offered in a flexible manner. This instruction delivery model provides additional support to students as they matriculate through school. Small Group Instructors are trained in current research-based teaching practices in order to effectively engage students, many of whom have had negative classroom-based experiences in the past. SGI classes host 12-15 students, allowing for an increased amount of differentiation and one-on-one support for struggling students. Efforts are made to create strong relationships among the students in SGI courses, which creates peer support opportunities. SGI teachers use Renaissance Star Assessments, transcripts, credit attainment data, and attendance trends to guide their planning of instruction and to prioritize course offerings.

Data-Driven Instruction: All students at Pathways In Education are placed at the appropriate curriculum level based on assessed reading levels and remaining graduation requirements. Diagnostic testing measures to determine academic achievement levels in math, reading, and writing are implemented with the Star Assessment, which is administered three times a year. In addition, the Achievement Series has been adapted in order to create diagnostic tools to acquire data regarding students who may be at-risk, and to closely monitor student achievement. This data is used to determine individual student programming. For example, a student may be assigned to an SGI class if they need more intensive support, or they may be assigned an independent study class if they demonstrate clear levels of independence. Moreover, several assessment modalities such as benchmark tests, pre/post-tests, and formative assessments are utilized to indicate student progress within the curriculum. Internal analytics software is used as well, providing the ability to assess and prescribe supports for students. Some data analysis evident in dashboard reports includes 12th grade graduation rate, credit attainment, average length of enrollment, and core course unit completion. More data-based decision-making has been made within the guided individualized learning curriculum, as informed by online, standards-based assessments.

Flexible Schedules: The flexibility of the design of the Pathways In Education program and its curriculum are effective with many students, as students are provided options not available in a traditional school environment. The student population includes students who must work full-time to support their families and/or are pregnant and/or parenting. Pathways In Education's flexible model allows students to do their school work at times that fit their obligations (for example, the minimum on-campus attendance requirement for each student is for two hours per day, two days per week). This flexibility encourages students to continue in school and feel success no matter what life challenges they may face. Pathways In Education anticipates the need to serve students with a variety of performance levels and academic needs. Meeting the unique needs of students who are at risk for school dropout and/or academic failure is paramount. In order to match the individual student's level of prior knowledge and motivation, rigorous courses are carefully scaffolded and presented using comprehensible language and formatting. This ensures accessibility for all learners, from remedial to advanced.

High Academic Expectations: Curricular approaches and instructional programs at Pathways In Education naturally foster an environment of high expectations. Teachers challenge students of all skill levels by providing ample individualized feedback. Teachers are equipped with supplemental resources that promote adaptability for students, including Diverse Learners and English Language Learners. Students are supported to be able to achieve the high expectations set for them in completing their coursework. Students are required to complete materials that have not been mastered, as advancement is determined on mastery of skills. Learning is focused on specific skills and tasks to ensure maximum advancement in a minimal timeframe. This focused approach to learning affords students the ability to devote time to the acquisition of higher-order learning tasks, such as analysis, evaluation, and synthesis.

Small School/Class Sizes: Small school and class size at Pathways In Education promotes joint accountability among students and staff. Efforts made by staff members to personalize education creates an environment where all students feel valued and are empowered to contribute to the school community. Students receive academic and social-emotional support on a regular basis. In order to best encourage student success, teachers and support staff work around logistics issues and personal concerns that may hinder student completion of coursework. Personalized interaction between teachers and students makes discovery of possible issues in the early stages of this vital relationship possible.

MTSS Framework

Part of the supportive structure at Pathways In Education is based on the use of the Multi-Tiered Systems of Support (MTSS) Framework. This method of integrating assessment and intervention works to maximize student success and identify students who are at risk of academic failure. The MTSS Framework uses a continuum of academic and social-emotional interventions with targeted, evidence-based supports designed to meet the needs of all learners. Tiers of the MTSS Framework outline the level and intensity of instructional and social-emotional supports provided to students, as noted below:

Tier 1 - Core Universal Instruction:

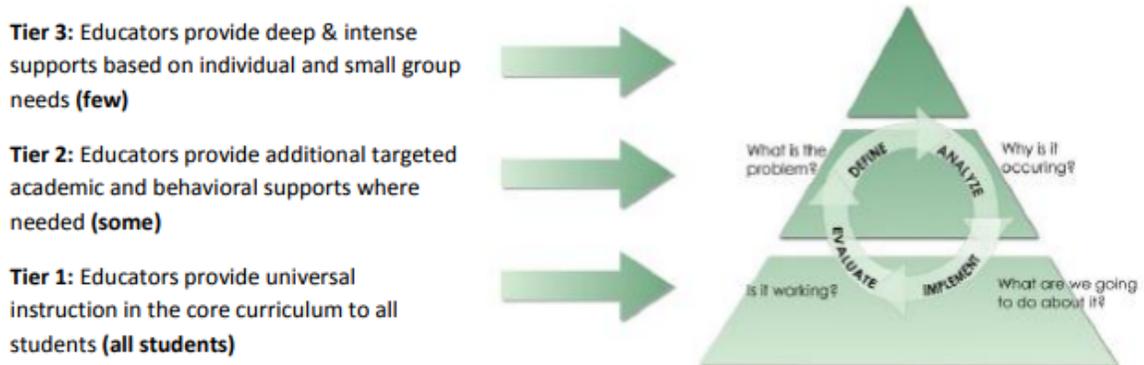
All students receive universal instruction. Core curriculum is emphasized in Tier 1. Providing quality instruction to all students is a constant focus, which also provides a common ground for all content area teachers and school-based experts, such as Related Service Providers, to work collaboratively to best meet the needs of students. Everyone plays a role in removing barriers to accessing high-quality Tier 1 core instruction.

Tier 2 - Targeted Instructional Interventions (Supplemental):

Some students receive additional targeted academic and behavioral supports. Instruction and interventions are provided in addition to the core instruction that all students receive in Tier 1. Tier 2 instruction does not substitute for the core program – it supplements the core program (e.g., SGI courses, Workshops, Hybrids). Tier 2 instruction works to strengthen the academic and/or behavior skills of students which act as barriers to success in Tier 1.

Tier 3 - Intensive Individualized Instructional Interventions:

Deep and intense supports based on individual or small group needs. Students receiving Tier 3 instruction are met with standards-based programming which addresses identified skill deficits. This instruction, which may differ from Tier 1, is in addition to and aligned with curriculum standards, supplemental academic and behavioral curriculum, instruction, and supports. Tier 3 instruction is characterized by increased time and intensity on a narrow program of instruction, intervention, and skill-based focus.



Pathways In Education is based on a support model of fostering one-on-one relationships between students and teachers, through which teachers can provide the instructional guidance students need to progress in their coursework and personal development. The various modes of curriculum delivery and intervention techniques and structures built into our model support our vision of re-engaging at-risk students, and providing them with the supports they need to become both lifelong learners and productive members of their communities.

Special Populations (Special Education)

PIE-Idaho Falls will provide students full access to a continuum of services and educational opportunities, including those students with special education needs in conformity with their Individualized Education Plan (IEP) and in compliance with the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1400 et seq.), as well as all applicable state laws, including the adoption of the Idaho Special Education Manual developed by the State Department of Education. The school will ensure that all students are provided with a free, appropriate public education (FAPE), and that all student and parent rights and confidential information are protected. In addition to students who enter PIE-Idaho Falls with an IEP, students with special needs will be identified in accordance with Child Find, within the context of the school's screening, early intervention, MTSS, problem-solving, and referral processes. Once identified, PIE-Idaho Falls will implement appropriate interventions. In most cases, we will use the general education setting, research-based curriculum, and a continuum of increasing intensity of support and related services to meet student needs.

Child Find involves locating, identifying, and evaluating eligible students who are either currently enrolled in the charter school or who are potential students. PIE-Idaho Falls will follow a three-step process to determine whether a student requires special education services:

1. For enrolled students, there will be a referral process conducted by the general education problem-solving team, which is comprised of individuals who know the student such as parents, teachers, special education staff, and outside experts.
2. The general education problem-solving team will identify, analyze, and address the enrolled students' needs in any suspected areas of disability. Research-based interventions will be applied and student progress will be monitored where appropriate. If recommended by the team, a referral for special education evaluation will be conducted.
3. For potential students, there will be public awareness literature that includes professional development, website information, and networking in the community to bring attention and awareness to the availability of free, appropriate public education and related services for all students.

Universal Screening

PIE-Idaho Falls assesses all students upon enrolling to determine academic levels using Renaissance Star, an adaptive computer-based assessment program. Additional assessments are conducted no less than every 3 months or upon completion of 20 units, whichever comes first. Under the Local Education Agency (LEA) funding option, early intervening services are services for K-12 students who need additional academic and behavioral support to succeed in the general education environment. The screening process may also include data from statewide assessments, observations, work samples, and vision and hearing screenings. When a school's screening process reveals that a student or groups of students are at risk of not meeting the Idaho Content Standards, the general education problem-solving team shall consider the students' need for "supported" instructional and/or behavioral interventions in

order to help the students succeed. These interventions are referred to as early intervening services or general education interventions/accommodations/strategies.

A general education problem-solving team addresses student learning needs and ensures that referrals for special education are appropriate. The general education problem-solving process may include comprehensive early intervening services based on a whole-school approach such as: a three-tiered model using scientifically-based reading (and other content area) programs, positive behavior supports, and a response-to-intervention system.

Accommodations and instructional and/or behavioral interventions will be attempted during the problem-solving process. These accommodations and interventions will be of sufficient scope and duration to determine the effects on the student's educational performance, and will be clearly documented. This may consist of universal design for learning (UDL) principles that offer all students the equal opportunity to learn based on the student's individual needs. The goal of UDL is to use a variety of teaching methods to remove any barriers to learning and give all students equal opportunities to succeed. We focus on building in flexibility that can be adjusted for every student's strengths and needs.

Using the UDL framework, all of our teachers focus on developing lessons and assessments that are based on

- Representation: offering information in more than one format. For example, textbooks are primarily visual. But providing text, audio, and video provides students with an opportunity to access the material in whichever way is best suited to their learning style.
- Action and expression: interacting with the material and showing what they've learned in ways that are flexible.
- Engagement: using multiple ways to motivate students that involve choice and giving them assignments that feel relevant to their lives.

If the student shows adequate progress with general education interventions and accommodations, a referral to consider a special education evaluation may be unnecessary. However, if general education interventions and accommodations need to be provided on an ongoing basis or if the student shows limited or no progress and the student's performance is significantly discrepant from peers, a referral to consider a special education evaluation may be warranted.

A parent of a student may initiate a referral for special education at any time. PIE-Idaho Falls may not delay a referral simply because a student has not gone through the general education intervention process. Within 5 days of a request of evaluation, an assessment plan will be developed to assess all areas of suspected disability.

Determining Eligibility

The special education evaluation process will provide prior written notice and a Procedural Safeguards Notice to the parent/adult student, and will pursue and receive consent for assessment. Eligibility will be determined by the team evaluating present levels of performance, the student's need for special education, supplementary aids, related services, accommodations, and any modifications needed to enable the student to meet the goals of their IEP and to participate in the general education curriculum. Procedures used may include review of records, interviews, direct observations in the classroom and during assessment, formal testing, and curriculum-based assessments.

PIE-Idaho Falls will comply with the Idaho Special Education Manual regarding evaluation and determination procedures. The student shall be assessed in all areas related to the suspected disability, which includes areas such as functional, developmental, and academic skills needed to participate and progress in the general education curriculum. If determined by the evaluation team, qualified personnel shall conduct an individual assessment of assistive technology needs, including a functional evaluation in the individual's customary environment. The evaluation of each student suspected to have a disability shall be full, comprehensive, and individualized, in order to identify all of the student's suspected areas of special education and related service needs, whether or not directly linked to the disability category in which the student may be classified. The evaluation team determines if the student meets state eligibility requirements based on the assessment information.

PIE-Idaho Falls will use the eligibility criteria and assessment procedures set forth by the ISDE for placement in special education.

Three-pronged Test of Eligibility

To demonstrate eligibility for special education services, all three of the following criteria shall be met and documented:

1. The student has a disability according to the established Idaho criteria;
2. The student's condition adversely affects education performance; and
3. The student needs specifically designed instruction.

Accommodations are changes in the curriculum, instruction, testing format, or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities. Accommodations are generally considered to include assistive technology as well as changes in presentation of information, flexibility in student responses or demonstration of knowledge, allowing extended time, accommodating a different schedule, preferential seating and alternate settings such as a setting with less distractions that do not fundamentally alter the requirements. Accommodations do not invalidate assessment results and do not fundamentally alter the requirements (or course expectations).

Meets State Eligibility Requirements

In order to meet state eligibility requirements, there needs to be a determination of adverse impact; that is, a determination made by the evaluation team that the student's progress is impeded by the disability to the extent that the student's educational performance measures significantly and consistently below the level of similar-age peers, and prevents the student from benefiting from general education. Educational performance refers to the student's performance in academic achievement, developmental, behavioral, and/or functional skills.

Needs Specially Designed Instruction

Special Education is specially designed instruction, provided at no cost to the parents, to meet the unique needs of a student with a disability. Specially designed instruction is adapted, as appropriate, to address the unique needs of an eligible student that result from the student's disability, including the content, methodology, or delivery of instruction, in order to ensure access of the child to the general education curriculum so that he or she can meet Idaho Content Standards.

If a student is not eligible for special education services as defined by IDEA, they may be eligible for appropriate educational services designed through Section 504 of the Rehabilitation Act of 1973.

Individual Education Plans

PIE-Idaho Falls will provide all services for students with disabilities in conformity with their Individualized Education Plan (IEP), as well as in compliance with the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1400 et seq.) and all applicable state laws. However, because of PIE- Idaho Falls's unique approach that individualizes and personalizes the learning process, and its small class size configurations for group instruction, PIE- Idaho Falls may seek IEP modifications that allow access to its educational program in the Least Restrictive Environment (LRE) possible. Where appropriate, PIE- Idaho Falls will subcontract with a third party special education-related service provider to offer special education services outside of the scope and expertise of PIE- Idaho Falls school site staff.

As part of PIE-Idaho Falls's special education services, adaptations and accommodations may be utilized to support the student.

Accommodations are intended to make educational opportunities more accessible. This may involve the setting, communication modality, equipment, and/or supplemental aids and services. PIE-Idaho Falls may offer, but will not be limited to, the following accommodations: allowing students to type assignments versus write, use of graphic organizers, use of notes for testing, clarifying questions on tests, providing student planners, allowing students to test in a separate area if needed, allowing for schedule/appointment time changes to accommodate the student needs, access to computers such as Chromebooks, provide student with a copy of notes to assist with note taking, the use of a cell phone to take pictures of assignments on the

board or notes on the board. Accommodations do not invalidate assessment results and do not fundamentally alter the requirements or course expectations.

In accordance with the Idaho Special Education Manual, PIE-Idaho Falls defines adaptations as: changes to curriculum, instruction, or assessments that fundamentally alter the requirements, but that enable a student with a disability that significantly impacts performance an opportunity to participate. Adaptations include: changes in course content, teaching strategies, standards, test presentation, location, timing, scheduling, expectations, student responses, environmental structuring, and/or other attributes which provide access for a student with a disability to participate in a course/standard/test, which fundamentally alters or lowers the standard or expectation of the course/standard/test. Adaptations include strategies such as reading the portion of a test, using spell/grammar check for language arts assessments, and substituting out-of-level testing. Adaptations fundamentally alter requirements, invalidate assessment results, and provide non-comparable results. Some examples might include an enclosed work area to reduce visual or auditory distractions, use of earphones to enhance an instructor's voice increasing attention, and timers to assist with time management, etc.

Examples of behavior modifications utilized by PIE-Idaho Falls may include: breaks between tasks; cue expected behavior; weekly feedback to student; using de-escalation strategies; using positive reinforcement; using peer supports and mentoring; modeling expected behavior by adults; charting progress; and maintaining data.

Based on evidence of student performance in schools using the Pathways In Education model, the majority of special education students are likely to be classified as non-severe, which means that most disabilities are categorized as Other Health Impairment, Specific Learning Disability, Speech Impairment or Emotional Behavioral Disorder, and require less than 50% of school time in a special education program. Regardless, PIE-Idaho Falls and the third party special education-related service provider will ensure that a full continuum of services based upon a student's IEP goals and objectives are provided.

The special education (SPED) teacher and/or other related service provider will provide instruction and other related services to special education students. The students will receive their Specially Designed Instruction during their allotted appointment times with the SPED teacher. They may also receive these services in a push-in model during their Small Group Instruction classes. The special education teacher and/or other related service provider will also facilitate diagnostic assessment including administration, scoring and interpretation of results. SPED teachers and/or other related service providers will review and revise IEP's as needed; will support instruction in reading, math, and written language for students; will teach individual and small groups of students; will administer and score academic testing; and will support other academic programs as needed.

The student, parent, general education teacher, special education teacher, and/or other related service providers will collaborate to develop and maintain a culture of high expectations for the students to ensure progress is being made towards successful completion of IEP goals, and will determine appropriate levels of direct engagement to progress through the curriculum at an adequate rate to make progress toward a high school diploma. The general education teacher,

the special education teacher, and/or other related service providers will communicate on a weekly basis to plan interventions, monitor progress, and discuss achievements.

IEP goals will be monitored based on charting, observation, and assessments. Student progress regarding IEP goals will be shared with parents on a quarterly basis, or as provided by the IEP. In the case where a student with disabilities has difficulty progressing in the Independent Study program, an IEP meeting will be scheduled to discuss further interventions and supports with the intention of improving student credit accumulation or progress towards IEP goals. The parent also has the ability to call for an IEP meeting at any time that they feel is necessary to discuss the student's progress and any concerns they may have regarding the student's IEP.

In accordance with IDEA, students with an IEP whose behavior impacts their learning or the learning of others will have a Behavior Intervention Plan developed and included in their IEP. The student, parent, teacher, and additional staff such as the school psychologist, special education teacher, and small-group instructors will be included in developing the plan.

Least Restrictive Environment

PIE-Idaho Falls will contract with an external special education services provider if the school is unable to provide the resources and student support services stated in a student's IEP. PIE-Idaho Falls will provide special education services, including identifying the Least Restrictive Environment (LRE) for students with disabilities. The special education service provider will identify the LRE through various methods, including assessments that test in areas of academic skills, functional skills, communication skills, motor skills, vocational, adaptive behavior, health, and social-emotional skills. Also, PIE- Idaho Falls's role will be to ensure that students with an IEP are placed in the LRE in accordance with their IEP and IDEA federal law, using information from interviews, curriculum-based measures, and observations.

PIE-Idaho Falls ensures, as per IDEA and Chapter 6 of the Idaho Special Education Manual, "...that, to the maximum extent appropriate, all students with disabilities, three (3) to twenty-one (21) years of age, are to be educated with age appropriate peers who are nondisabled."⁵ Separating a student with a disability from the general education environment and his/her peers with and without disabilities, will only occur should the findings of the student's IEP indicate that it is the appropriate placement for the student. As PIE-Idaho Falls seeks to remain informed of the latest best practices in instruction as well as legislation affecting special populations and students in general, [our Educational Service Provider](#) **PMG** will provide coordination of those resources through professional development for teachers and staff.

Continuum of Services

A continuum of services will be provided at PIE-Idaho Falls. The IEP team first and foremost will consider the student's needs and continuum of alternate placements and related services in order to meet the educational needs of the student. The Least Restrictive Environment (LRE)

⁵ Idaho State Department of Education. (2018). "Chapter 6: Least Restrictive Environment," p. 97. *Idaho Special Education Manual*. Retrieved from <http://www.sde.idaho.gov/sped/files/shared/Idaho-Special-Education-Manual-2018-Final.pdf>

will always be considered first. Services from Specially Designed Instruction to special day classes will be considered. Depending on the needs of the student, Specially Designed Instruction may include one or more of the following: consultation between a special education teacher and general education teacher to assist in providing instructional and behavioral support; monitoring of students by the special education teacher through appointments, weekly progress reports, and/or school-to-home communication, instructional support (which may be provided in a general education classroom or a separate classroom), and collaborative team teaching. In addition, outside agencies will be contracted to provide the following related services: speech-language therapy, occupational therapy, physical therapy, adaptive physical education, assistive technology, and school psychologist services and other related services as designated on the student's IEP (such as employing a deaf and hard of hearing itinerant or a visual impairment itinerant). Special transportation will be provided for those students whose IEP requires that service. The need for extended school year, paraprofessional assistance, adaptive technology, positive behavioral supports, and assistive technology will be considered and provided as deemed necessary according to the student's IEP.

Facilities

PIE-Idaho Falls will secure an ADA-compliant facility that is accessible to all students who wish to attend.

Transportation and Nutrition

Students with special needs will be provided transportation in accordance with the requirements of Idaho Codes 33-1501, 33-5205, and 22 33-5208, and federal law. A student's IEP will determine if transportation is required as well as the best approach, including supplementary aids, assistive technology, etc. All transportation will adhere to IDEA.

PIE-Idaho Falls will provide all students with healthy and nutritious snacks while they are attending school.

Assistive Technology

During the development of the IEP, the team will consider special factors, including the need for the student to receive assistive technology devices and services. Assistive technology devices and services will be made available to the student as needed if required as part of the student's special education, related services, or supplementary aids and services. The IEP team will also make a case-by-case determination regarding whether the student requires access to an assistive technology device in the home or other settings outside of school in order for the student to receive FAPE. If the team determines the student may need assistive technology, then the student will be evaluated by an Assistive Technology Specialist and/or related services provider, such as a Speech and Language Therapist, or an Occupational Therapist if needed. Based on the evaluation, the IEP team will determine whether the student requires low-tech solutions (highlighters, pencil grips, graphic organizers, color overlays, etc.) or high-tech

solutions (computer, text-to-speech, speech-to-text, word prediction, augmented communications, etc.) in order for the student to receive FAPE.

Extended School Year

The IEP team will consider Extended School Year services. Extended School Year (ESY) will be provided to students who show an emerging skill, and the IEP team feels that the student will make reasonable gains with ESY, or will show significant regression that the recoupment would be significant enough to make them unable to benefit from special education with an extended break from instruction, and/or an interruption in services would impact the student's self-sufficiency or independent living skills.

Discipline Policy

PIE-Idaho Falls will implement School-Wide Positive Behavior Intervention Supports (SWPBIS) to any student whose behavior and/or attendance is interfering with their academic performance and progress. Implementation of SWPBIS will increase student engagement and attendance and decrease behavioral referrals. Students will be provided with a full continuum of supports to address the behavior. If students do not respond, the intensity of the support will increase based on the IEP team's decision. The IEP team, which will consist of highly-qualified general education and special education teachers, Small Group Instruction (SGI) teachers, the Principal, parents, support staff and/or related service providers, and assessment personnel, as well as the student when appropriate, will develop appropriate behavioral goals, supports, and interventions to meet the student's needs. PIE-Idaho Falls will abide by all statements and statues presented in the Idaho Special Education Manual, pertaining specifically to all regulations in Chapter 12 on Discipline.

The PIE-Idaho Falls Board of Directors, or a certified administrative designee, shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion at the time of enrollment. Additionally, upon enrollment, all students and parents/guardians will need to provide a signature acknowledging PIE-Idaho Falls' discipline policy.

PIE-Idaho Falls' full Discipline Policy pertaining to Students with Disabilities may be found in [Appendix F2: PIE-Nampa Student Handbook](#), and [Appendix F3: Draft Student Discipline Policy](#).

Parent Involvement

Parent involvement is crucial for students with special needs to succeed at PIE-Idaho Falls. The school will engage parents and legal guardians in discussions related to the IEP as well as consistent updates on their children's progress. The school's open door policy provides flexible opportunities for parents/guardians to meet with members of the SPED Support Team. Assistance is provided to parents/guardians, if needed, in making further decisions about student's academic support and additional support needed at home. PIE-Idaho Falls will also

provide referrals to community-based resources for parents/guardians, within the school and the community at-large.

Special Populations (English Learners)

Limited English Proficiency

Pathways In Education serves students who have often struggled academically, and who may face skill gaps due to factors such as limited English proficiency. Our educational program and its resources are premised on immediate identification of, and response to, individual learning needs. PIE-Idaho Falls recognizes that ELs are students with non-English-language backgrounds whose level of oral, reading, and written proficiency in English does not allow them to fully benefit from the curriculum and can create significant difficulty in the regular classroom curriculum without specially-designed modifications. As EL students have not yet met the definition of Fluent English Proficient, PIE-Idaho Falls will work with students on language acquisition so that they can have equal access to all of the PIE-Idaho falls programs.

As part of the enrollment process, all students/parents will be will complete the Home Language Survey. An explanation of the purpose and use of the Home Language Survey will be communicated verbally by the Center Coordinator or other staff members in the parents'/guardians' preferred language. Students who indicate on the Home Language Survey that they speak a language other than English will be administered the W-APT placement test. Specific needs will be identified by analyzing the student's English language development test scores, performance on assignments and tests, teacher analysis of work samples, and teacher observations. Services and supports will be provided when the student meets with their general education teacher.

Program Model & Instructional Approaches

PIE-Idaho Falls' education structure is specifically designed to meet the needs of students enrolled in a blended learning program, which includes instructional strategies supported by ESL teachers, as well as Independent Study teachers, Small Group Instruction teachers, and tutors. The Sheltered Instruction Observation Protocol (SIOP) model is one that facilitates content comprehensibility for our EL population, and is conducive to the application of research findings that both facilitate ELs' deep content learning and prepare them for the demands of mainstream classrooms.

Personalized Adaptive Learning Pathways (PALPs) are mainly used for remediation, and consist of a retesting assessment bank connected to Computer Adaptive Tests (CAT). This is an intervention tool that assigns appropriate videos and lessons to students who are not showing proficiency in specific strands or standards. The Specifically Designed Academic Instruction in English (SDAIE) instructional approach is used for teaching English and academic content to ELs.

PIE-Idaho Falls will ensure that all of its EL language development curriculum is research-based and incorporates strategies that support student acquisition of English language skills. PIE-Idaho

Falls will adhere to the state's ELD standards that describe what English learners know and can do as they develop English language skills and acquire the academic concepts and skills to be able to achieve the state's rigorous language arts standards.

PIE-Idaho Falls teachers will use the SIOP and other research-based EL instructional approaches. All teachers will be highly qualified. PIE-Idaho Falls' blended learning model is centered on personalized student instruction that allows teachers to meet the academic needs of each student, which includes incorporation of online adaptive technology.

Teachers provide support for English Learners by embedding language assistance across all content areas, while adjusting instruction for each English Learner based on language proficiency levels. Teachers will develop skills across all four domains: listening, speaking, reading, and writing. The teacher models effective scaffolding, provides explicit teaching, provides opportunities for students to acquire academic language, and targets support to address the needs of the learner.

Teacher Quality and Development

PIE-Idaho Falls requires all teachers who provide ELD services to ELs to possess appropriate certification. We plan to partner with Idaho State University (ISU) to support recruitment of highly qualified ESL teachers, as well as provide student teaching opportunities to current ISU students.

PIE-Idaho Falls will provide professional development to all staff in order to meet the specific needs of ELs. Professional development will be created in accordance with current research, as well as state and federal regulations, in order to guarantee the delivery of quality instructional programs for all ELs. In addition to training on the Sheltered Instruction Observation Protocol (SIOP) Model and on Specially Designed Academic Instruction in English (SDAIE), all staff will complete five research-based, data-driven training sessions that include instructional support and strategies to increase the academic success of our EL population.

Linguistic & Academic Assessment

PIE-Idaho Falls will administer the ACCESS Assessment for measuring and reporting ELD standards. Teachers will use the data from the ACCESS to inform instruction and identify areas needing further development. The ESL teacher is responsible for ensuring that an Educational Learning Plan (ELP) is provided for any ELs that have designed support and/or appropriate accommodations on a statewide assessment. ELD Specialists collaborate with parents/guardians, students and others to monitor ELs' progress on their ELP.

Exiting and Monitoring LEP Students

Exiting Students

PIE-Idaho Falls will use the Reclassified Fluent English Proficient (RFEP) standards to determine if ELs have acquired sufficient proficiency in English to perform successfully in core academic subjects without further ELD support. The RFEP/Exited scoring levels in each domain score (Listening, Speaking, Reading, and Writing) consist of: Advanced (level 5), Early Advanced (level 4), and Intermediate (level 3) or higher. Additionally, students must score Basic or higher on PIE-Idaho Falls' adopted standards-based ELA assessments or standards-based common final ELA exam (Grades 6-12). RFEP students must be monitored for a minimum of two years, as required by Idaho and ESSA guidelines, and must be provided additional assistance if needed. The ESL teacher will monitor the students' progress including: reading scores, district/school assessments and parent/student communication during and at the end of each reporting period.

Re-classification

The ESL Teacher has a nine-step checklist to validate the eligibility of a student's reclassification to RFEP:

1. Gather test scores,
2. Gather documents (including the RFEP form) to be shared with the assessment department,
3. Assessment team reviews eligibility,
4. Notify parents first of student's eligibility,
5. Assessment team receives parent authorization,
6. Conduct parent meeting if requested,
7. At the meeting, review the RFEP process and gathered documents,
8. Final review and decision,
9. Parents are notified of student status & original documents are stored.

Parent Involvement

Parent involvement is crucial for PIE-Idaho Falls's ELs success. PIE-Idaho Falls will hold at least six parent ELD orientation/trainings annually, and will also employ EL instructional options, advanced academic opportunities, parent attendance at parent/teacher conferences and workshops, and the evaluation processes including the Home Language Survey at initial enrollment, and the ELD and reclassification team. Parents and legal guardians will be consistently updated on their children's progress, and parental notifications will be written in each family's dominant language. If necessary, PIE-Idaho Falls will make efforts to obtain an

interpreter for all family conferences. PIE-Idaho Falls will strive to keep all families abreast of information regarding the school and their children.

The school's open door policy provides flexible opportunities for parents/guardians to meet with members of the PIE-Idaho Falls team. Assistance is provided to parents/guardians, if needed, in making further decisions about student's academic support and additional support needed at home. PIE-Idaho Falls will also provide referrals to community-based resources for parents/guardians, within the school and the community at-large.

Parent/Family's Dominant Language

PIE-Idaho Falls will provide translators and interpreters who have received professional development and terminology regarding the EL program, and will ensure that all parents/guardians who require these services have access to them. During Open House appointments and college/graduation informational meetings translators/interpreters are provided to discuss programs and student progress. All notices, reports, statements, or records sent to the parent or guardian shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language.

Professional Development Plan

PIE-Idaho Falls' vision is to create an environment of growth and high expectations through relevant professional development that results in a measurable increase in student achievement, teacher performance, and leadership capabilities. In order for professional development to be successful and have the desired impact, ~~we have created~~ a comprehensive plan has been created.

Initial Professional Development Prior to Opening

PIE-Idaho Falls realizes that our unique PIE program requires specialized training and development to ensure that all stakeholders are successful. Therefore, the program includes~~We offer~~ a wide spectrum of comprehensive professional development to give staff a full understanding of the school culture, as well as their instructional roles in our unique and dynamic program.

PIE-Idaho Falls' professional development topics will include (but will not be limited to):

- Culture
- Curriculum
- College and Career Readiness
- Instructional strategies to meet the needs of all learners
- Using technology as a resource
- Equity
- Academic Recovery
- Time management

- Study Skills
- High expectations
- “Compassionate pushing”
- Formative feedback
- Teaching as leadership
- Preventing bullying
- Restorative practices
- Discipline with Dignity
- Multi-Tiered Systems of Supports (MTSS)

A more detailed plan for the initial professional development that will be provided can be found in [Appendix F4: Professional Development Plan](#).

Onboarding New Teachers

In addition to the professional development ~~provided~~~~we provide~~ to teachers who are new to ~~the PIE~~~~our~~ program, ~~we provide~~ targeted learning ~~is given to~~ teachers who are also new to the profession. ~~They begin by looking at~~~~We look at beginning~~ teacher support as a continuum, starting with personal and emotional support, expanding to include specific task- or problem-related support, and then expanding further to help the teacher develop a capacity for critical self-reflection on teaching practice. Support is provided through assigned mentors who have dedicated time to work with the new teacher. Mentors are carefully selected and provided with training. Additionally, a series of training Modules has been developed by ~~the our~~ Instructional Coaches and PD team to structure the training experience. Teachers are trained on the High Quality Teaching Initiative rubric to learn the essential characteristics, mindsets, and skills identified to become a proficient teacher.

Ongoing Professional Development:

~~We~~~~PIE-Idaho Falls~~ realizes that professional development needs to occur on a regular basis to have an impact. Throughout the school year, professional development days are scheduled for two full days a month. These sessions are aligned to our school mission and vision, as well as to areas of focus. These areas are based on teacher/staff input, student achievement data, and education research regarding best practices. ~~We also~~~~The Principal and other staff~~ provide job-embedded professional development and utilize professional learning communities (PLCs) for ongoing support. The chart below shows some of the possible topics that will be covered over the course of a school year.

Topic	Audience	<u>Developed By</u>
Instructional professional development to support the effective implementation of Idaho Content standards and corresponding state assessments.	Individualized to subject area, but all instructional staff will receive aspects that are uniform.	<u>Principal</u>
Pathways In Education curriculum including, but not limited to, independent study, small group instruction, and online learning platforms.	Uniform for all teachers	<u>PMG</u>
HQTI rubric and indicator focus, including, but not limited to: relationship-building, depth of knowledge questions, using assessment in instruction, establishing norms and routines, discipline with dignity, knowledge of resources	Uniform to independent study teachers and SGI teachers	<u>PMG/Principal</u>
Effective instruction in the independent study model including, but not limited to, student pacing, course assignment strategies, accelerated progress, feedback, accountability, checks for understanding, and study skills for students.	Uniform to independent study teachers	<u>PMG</u>
Effective instruction in the small group instruction environment, including, but not limited to, lesson and unit planning, learning targets, student engagement, classroom culture, feedback, checks for understanding, student grouping, and effective teaching strategies.	Uniform to small group instruction teachers	<u>PMG</u>
Effective teaching instruction in an online platform for courses including, but not limited to, student pacing, feedback, accountability, checks for understanding, and study skills for students.	Uniform for all teachers	<u>PMG</u>
College and Career Readiness, including, but not limited to: Financial aid, Idaho scholarships, dual enrollment opportunities, application needs, study skills, time management, resume building (See Appendix F1: Postsecondary Planning Priorities 2019-2020)	Uniform for staff	<u>Principal/Post Secondary & Students Service Counselor</u>
Sexual harassment and discrimination training	Uniform to all staff members	<u>PMG</u>

Suicide prevention policies and mandated reporting	Uniform to all staff members	<u>Principal</u>
English Learners <i>EL Assessment - Access 2.0 (through WIDA)</i> Strategies to support English Learners	Uniform and targeted to ESL teacher	<u>PMG</u>
Assessment Using data from Renaissance Star and ISAT to inform instruction.	Uniform to all teachers	<u>Principal</u>
Interventions Achieve 3000, Accelerated Math	Uniform training on the basics and individualized for teacher role and subject	<u>PMG</u>
Special Education: compliance, how to best support students with disabilities, and instructional practices	Individualized	<u>PMG</u>
The Right Mindset: analyze how words, attitudes, and preconceived ideas form the implicit and explicit expectations we have and verbalize for students and how we change them. Including topics around Growth Mindset, Equity, and Positive Coaching	Individualized	<u>Principal</u>
Boost Student Work Completion: Identify strategic ways teachers can significantly boost student work completion including, but not limited to: in-the-moment conversations with students when they come unprepared; pre-assessment and post-assessment strategies; initial orientation conversations with parents about work completion; schedule adjustments to reinforce expectations; use of the student planner as a tool for creating student ownership, buy-in, and accountability; how all staff members can reinforce and boost student work completion; teaching study skills and time management	Individualized	<u>Principal</u>

Job-Embedded Professional Development/Instructional Coaching

One of the most-effective forms of learning for teachers occurs while they are teaching. This is accomplished through instructional coaching. PIE-Idaho Falls will utilize the High Quality Teaching Initiative (HQTI) framework that is used in all Pathways In Education schools. Through the High Quality Teaching Initiative, teachers are observed, coached and analyzed for opportunities to grow. The HQTI rubric is Danielson-aligned. While the indicators and elements are not a 1:1 match, the Danielson indicators were tailored to align with an independent study model. We identified the essential characteristics and practices that could help all staff, whether new to Pathways In Education or a veteran teacher, improve their practice. Indicators are aligned to the mission and vision of our program and were shaped based on observation, performance indicators, gaps in practice, and practices of successful practitioners. The tool was created to help leaders and teachers by providing a common language through which all staff could communicate and share an understanding of best practices.

Instructional leaders in the schools utilize HQTI as a tool for teachers to not only self-reflect, but also provides areas to focus coaching supports. The HQTI is a tool that leads to shared discussions on growth for individuals and for the larger team.

- Instructional coaching to support teaching and learning in the classroom and at the independent studies desk to increase teachers' capacity in their positions
- HQTI is differentiated for the independent study and the Small Group Instruction (SGI) role

All teachers will go through a minimum of two coaching cycles a year. Teachers will complete a self-assessment using the HQTI for their role and create a goal with their site administrator around the areas they want to improve. The site administrator will set up a formal observation during the coaching cycle to gather evidence, which they will tag to the HQTI rubric, to determine areas of strength and areas of growth. At the end of each conference, site administrators and teachers will discuss the observation and evidence and determine next steps to help the teacher reach their goals. Both site administrators and instructional coaches will be informally observing teachers in between formal observations to give targeted feedback on their practice.

For more information regarding the content & structure of the HQTI, please see [Appendix F5: High-Quality Teaching Initiative \(HQTI\)](#).

Professional Learning Communities:

One of the foundations for professional learning in PIE-Idaho Falls will be the use of Professional Learning Communities (PLCs). During regular PLC time, teachers will analyze their student data in order to help them develop better instructional supports. PLC members will regularly share data so that others can learn from their successes, and will also have a chance to discuss where future opportunities for growth lie. PLCs are also created so that teachers between the PIE campuses can collaborate. For example, at another Pathways In Education

campus, a SPED PLC was created to provide opportunities for teachers to engage in discussion regarding supporting the needs of special education students. PLC time will also be utilized for book studies. The books selected are based on topics that will have an impact on school culture, achievement, and student well-being.

Teacher Evaluation

A strong teacher evaluation system is one of the key factors to improving teacher quality. It provides the means to recognize and reward great teachers so we can learn from and replicate their success. It also helps to identify those who need help so they can get the extra training they need to be effective. We believe teacher evaluation should be approached with a growth mindset and viewed through the lens of student achievement and progress. PIE-Idaho Falls teachers will be evaluated using the Charlotte Danielson framework for teaching as adopted by the Idaho public schools. The PIE-Idaho Falls Principal will complete the necessary state-mandated training to be a qualified evaluator.

Section II: Financial and Facilities Plan

Fiscal Philosophy and Spending Priorities

PIE-Idaho Falls' Board of Directors will adopt fiscal policies and procedures to ensure the most effective use of taxpayer dollars to support the school and its mission, and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately. The Board of Directors will also actively seek additional revenue sources, including local partnerships with BLUUM, The J.A. and Kathryn Albertson's Foundation, and Building Hope.

Due to the unique, student-by-student focus of the Pathways In Education model, which gives each student the attention and academic customization that they need to be successful through one-on-one and Small Group Instruction (SGI), staffing will be given the highest priority in our annual budget. This will include not only fair compensation and benefits for teachers working within the Pathways In Education instructional model, but also funding allocated for professional development (PD) that will help teachers to channel their existing expertise into thoroughly learning and implementing that model. In addition to staffing and PD spending, PIE-Idaho Falls will allocate substantial resources to curriculum and instructional materials, such as online curriculum licenses (such as the Edmentum platform), textbooks, Student Activity Workbooks (SAWs), and office supplies. These will not only support in-classroom learning, but will also allow students to easily transfer their coursework to their home environment at no cost to the student (keeping the economically disadvantaged status of many of our students in mind). This contributes to PIE-Idaho Falls' mission to offer a flexible learning environment where students can continue to advance their educational goals while allowing for work and family obligations. We will also be purchasing Chromebooks for student use, as well as other technology to support instruction.

Our budget will also reflect a management fee paid to Pathways Management Group (PMG), an Educational Service Provider (ESP) for overall management purposes. These services will include Accounting, Human Resources, and general management services (such as vendor selection, personnel matters, and school success monitoring).

[PIE-Idaho Falls plans to apply for a Federal Charter School Program \(CPS\) grant in 2020. Until that CSP grant can be secured, PIE-Idaho Falls has secured two additional sources of funding to be used in the Pre-Operational Budget. Please see Appendix F6: Funding Commitment Letters for more specific information.](#)

Transportation and Food Service Plans

PIE-Idaho Falls acknowledges that transportation is key to a student's success. PIE-Idaho Falls will conduct a transportation study in the first year and intends to develop a transportation plan in its second year of operation. This delay in implementation will allow PIE-Idaho Falls to compile the necessary information, including costs and budget estimates, to seek the best form

of transportation for its student population. ~~In lieu of a transportation plan, PIE-Idaho Falls will provide its students (who reside more than a mile and a half away) public bus passes to travel to and from school.~~ PIE-Idaho Falls student's schedule will vary on an ongoing basis. While some students may come a few days a week for ~~a few one or two~~ hours, other students may be at our centers for longer periods of time participating in tutoring sessions and Small Group Instruction. PIE-Idaho Falls will explore a partnership with the renaissance to ensure that all students have access to transportation.

Students with special needs will be provided transportation in accordance with the requirements of Idaho Code 33-1501, 33-5205, and 22 33-5208 and federal law. A student's IEP will determine the best method of transportation. All transportation will adhere to the IDEA.

PIE-Idaho Falls does not anticipate participating in a traditional school lunch program, however, the school plans to explore a partnership with the Idaho Falls School District to develop a nutrition (e.g. meal, snack) plan that ensures all students are ready to learn. Pathways In Education schools have historically provided students healthy snack options and bottled water. Students will have access to snack options such as but not limited to: granola bars, pretzels, popcorn, trail mix (without nuts) fruit, vegetables, crackers and peanut butter. All snack options will be kept in a pantry easily accessible to any student. No snack option will need to be refrigerated. PIE-Idaho Falls will ensure that bottled water is available on a daily basis. Due to its flexible model, PIE-Idaho Falls will not have designated meal hour(s), since most students attend the campus outside of conventional school hours (our minimum attendance requirement is two days a week, two hours per day). Students will have the liberty to grab healthy snacks and water we provide at any time of the day.

Fiscal Management and Monitoring Plan

PIE-Idaho Falls' financial records will be maintained by PMG, in compliance with not-for-profit, Generally Accepted Accounting Principles (GAAP) and all applicable state and federal laws. Financial information will be maintained using Workday as the financial reporting system. This includes Accounts Payable, Accounts Receivable, Cash Management, Budgeting, Financial Reporting, and Payroll processing.

PIE-Idaho Falls will have an autonomous Board of Directors dedicated to the successful operation of the school. The Board of Directors will be composed of individuals with expertise in education, finance, business or other areas that directly benefit the school.

PIE-Idaho Falls' Board of Directors and Pathways Management Group (PMG) will collaborate to develop and monitor the budget, meeting on a regular basis to identify the needs of the school and to prioritize each need. This collaboration will ensure that the budget is regularly reviewed and adjusted to reflect the actual and projected financial condition of the school. The financial position of the school will be regularly reported to the Board of Directors, including monthly financial reports on revenue, expenses, cash assets, and liability. A formal budget will be

presented to the board for approval annually, which will include year-to-date income statements and balance sheets (with year-to-date actuals compared to the original budget).

PIE-Idaho Falls will maintain appropriate governance, managerial procedures, and financial controls. The documented controls for the school will include processes for budget development, procurement, physical controls and asset protection, day-to-day accounting operations (including proper segregation of duties), payroll, and preparation of financial statements in accordance with GAAP, as well as other internal financial controls and processes that may be identified by the school's Board of Directors. Accounting personnel will follow PMG's and the school's policies and procedures. Compliance with these procedures is a part of the annual review process for all personnel.

Facilities Plan

Description of Facility Needs

PIE-Idaho Falls understands that a secure, well-maintained, and welcoming facility is essential when serving the students of Idaho Falls. While we will ultimately create a custom floor plan to accommodate our students' needs, we will work initially to find an ideal starting point. Ideal buildings that meet the needs of the Pathways In Education model are buildings in well-populated areas close to public transportation. PIE-Idaho Falls will work to locate a building that will be rented with approximately 8,500 square feet of space, an ample number of windows, and neighboring businesses that will not hinder the experience of our students getting to school. In the process of establishing our schools in other states, Pathways In Education has always taken care to find the best location that needs minimal HVAC and plumbing work in order to save on overall startup costs.

To fund this buildout, PIE-Idaho Falls has established a partnership with Building Hope, a national non-profit organization created over 15 years ago to help high quality schools overcome the facility obstacles that keep them from expanding and serving more students. For replicating schools like PIE-Idaho Falls, Building Hope offers a full-service, one-stop resource to make sure that we have an affordable and educationally appropriate facility for the first day of school. One program, their turn-key, path-to-ownership program, is particularly attractive for a school like ours. We are working closely with Building Hope personnel to make sure that they understand our program and facility needs. Building Hope will use this information to identify a property that meets our criteria. Building Hope will acquire the property, build it out to our specifications and budget, and then lease the property to us at a below-market rate based on their cost to carry (debt service). We will enter into a long-term lease for the property that includes a purchase option. We will be responsible for all ongoing operations costs (property taxes, utilities, janitorial, etc) and any ongoing repairs and maintenance outside of our lease payment to Building Hope. Building Hope will use their financial resources, including a loan fund funded by the J.A. and Kathryn Albertson's Foundation, to provide equity in the transaction,

and then secure the balance of the funding from banks and other financial institutions. Building Hope has used this turn-key, path-to-ownership model on over ten facility transactions in Idaho, and have all proven to be successful. In addition to their program detailed above, Building Hope also offers no-cost technical assistance for all facility-related issues. Their other programs include their lending and credit enhancement program that provide much-needed capital in lieu of equity for schools, especially expanding schools like PIE-Idaho Falls. They will provide a significant service in taking on the responsibility for the facility so that we can focus on the program, hiring teachers and enrolling students – where our energies should be focused.

In order to stay in line with the educational plan of PIE-Idaho Falls, we will build out a customized floor plan that will include four individual classrooms labeled as Small Group Instruction rooms, and will keep a large main open space approximately 5,500 square feet in size. The Small Group Instruction (SGI) rooms will be approximately 395 square feet, to stay in line with our plan to provide a more personal approach to education, even within a group setting. One of these SGI rooms will be dedicated as a lab, completed to needed specifications. PIE-Idaho Falls will also ensure that there is an office, as well as a 175-square-foot multi-purpose room. Special care will be taken to ensure that the building to be rented by PIE-Idaho Falls will have ample power and a strong internet connection, which will ensure a consistent and reliable blended learning environment that will accommodate our students' needs.

Section III: Board Capacity and Governance Structure

Description of Governance Structure

Governance Structure

The Board of Directors will be comprised of five voting members, all of whom will be Idaho residents, who shall manage all business affairs of PIE-Idaho Falls. The Board is responsible for all school policy decisions, including: ensuring its academic program is implemented effectively and results in quality student achievement; adopting appropriate school policies; reviewing the school's financials; overseeing student discipline; [hiring Principal; approving staffing recommendations](#); monitoring organizational program performance; and ensuring other policy considerations are implemented as needed, or as mandated by state or federal law. Ultimately, the governing body is responsible for overseeing the academic program's effectiveness, the school's fiscal performance, and ensuring that the school is performing its mission faithfully. Expectations and goals for the governing body of PIE-Idaho Falls are set forth in the bylaws.

PIE-Idaho Falls will be a legally and operationally independent entity established by the nonprofit corporation's Board of Directors. The Board of Directors will be legally accountable for the operation of PIE-Idaho Falls. PIE-Idaho Falls 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. This includes Idaho's Open Meeting and Public Records laws.

For more information, including description of officer roles and division of duties, please see [Appendix B: Articles of Incorporation and Corporate Bylaws](#) for the revised Bylaws and [Appendix C: Board of Directors and Petitioning Group](#).

Powers and Duties of the Board of Directors

The Board is responsible for reviewing financial management, student discipline (expulsions), organizational programming performance, and other areas as needed or as mandated by Idaho or federal law. In addition, the Board will be responsible for overseeing the academic program effectiveness, fiscal performance, and ensuring that the school is performing its mission faithfully. Expectations and goals for the Board of PIE-Idaho Falls are set forth in the bylaws. Some of the powers given to the Board of Directors pursuant to its bylaws include, but are not limited to, the following:

- Select and remove all officers, agents, and employees of the Corporation;
- Approve indemnification of directors, officers, and agents;
- Change the Principal Executive Officer or the Principal Business Officer of the Corporation;
- Adopt, make, and use a corporate seal and later the form of the seal;

- Borrow money and incur indebtedness on behalf of PIE-Idaho Falls, and cause to be executed and delivered for PIE-Idaho Falls' purposes; and
- Delegate the management of the activities of PIE-Idaho Falls as is in the best interest of PIE-Idaho Falls.

The Board of Directors will set overall policy for, and make final decisions on, the operations of PIE-Idaho Falls. The Board will oversee, direct, and hold accountable the Officers of PIE-Idaho Falls. The Officers are not Board Members of PIE-Idaho Falls and serve at the pleasure of the Board. PIE-Idaho Falls has the following Officers: President, Vice President, Treasurer and Secretary. The roles of each officer are listed below:

President: The President shall be the Chief Executive Officer of PIE-Idaho Falls and shall be subject to the control of the Board of Directors, and have general supervision, direction, and control of the business and affairs of PIE-Idaho Falls. The President shall preside at all meetings of the Board of Directors. The President shall have the general powers and duties of management usually vested in the Office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the bylaws.

Vice President: In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed to him or her by the Board of Directors or the bylaws and the President.

Secretary: The Secretary shall keep or cause to be kept, at the principal executive office of PIE-Idaho Falls or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of members or directors. The Secretary shall keep at the principal office a copy of the Articles of Incorporation. In addition, the Secretary shall give, or cause to be given, notice of all meetings of the members and Board of Directors, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the bylaws.

Treasurer: The Treasurer shall keep and maintain adequate and correct books and records of accounts of the properties and business transactions of PIE-Idaho Falls, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account shall at all reasonable times be open to inspection by any director. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of PIE-Idaho Falls with such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of PIE-Idaho Falls as may be ordered by the Board of Directors, and shall render to the President and Directors, whenever they request it, and shall keep an account of all of the transactions and financial condition of PIE-Idaho Falls, and shall have other duties as may be prescribed by the Board of Directors or the bylaws.

PIE-Idaho Falls is designating Pathways Management Group (PMG), a 501(c) (3) nonprofit corporation as its educational service provider in its charter. PIE-Idaho Falls and PMG will negotiate the terms of a management contract pursuant to which PMG will be responsible for accounting, human resources, marketing, facilities maintenance, property management, program development, instructional development and training, instructional supervision,

recruiting, faculty, and staff. PIE-Idaho Falls' Board of Directors will be responsible for monitoring PMG's performance as its educational service provider, and will have the right to terminate the contract for cause – a term that will be defined in the contract.

PMG has a strong infrastructure to ensure provision of high-quality services that support mission-driven schools in maintaining a singular focus on student success. The role of PMG is to employ ~~an Assistant Superintendent~~ a Chief Academic Officer and School Implementation Team to provide support for school startup, educational model, assessment, accountability, and professional development; a Director of Human Resources and full human resources team to manage all hiring, employment benefits, and personnel-related services; and a Chief Financial Officer and full finance department to manage the school budget, financial reporting, payroll, procurement policies, and other financial matters.

The draft Management Services Agreement between PMG and PIE-Idaho Falls is found in [Appendix F7: Draft PIE-Idaho Falls/PMG Management Agreement](#). PIE-Idaho Falls will review the draft of the service agreement and revise as necessary to meet PIE-Idaho Falls' interests and needs.

Ethical Standards

The Code of Ethics will serve as a code of conduct for Board Members. It will promote values such as: selflessness, integrity, objectivity, accountability, honesty, and leadership. The Board of Directors will use the Code of Ethics as a guideline for making ethical choices and ensure accountability for those choices. During orientation, the Board of Directors will be given a presentation on the Code of Ethics and will address any questions or concerns. By acknowledging and signing the Code of Ethics, the Board of Directors will express their commitment to ethical behavior. Additionally, all Board of Directors will be expected to sign a Conflict of Interest form. PIE-Idaho Falls Charter School's ethical standards for Board Members is included in [Appendix F8: Code of Ethics and Conflict of Interest Form](#).

Board Member Qualifications

Board Oversight Responsibilities

Pursuant to Idaho Code Section 33-5206(10)(d), PIE-Idaho Falls' Board of Directors will retain responsibility for academic, fiscal, and organizational operations of PIE-Idaho Falls, as well as any other items listed in 33-5206 (10)(d), and will not relinquish this responsibility to any other entity. The Board of Directors provides oversight and through their regular Board meetings, review of budgetary, operational items, and legal matters. In addition to providing oversight and fulfilling their fiduciary duties, the Board of Directors will be expected to do the following:

1. Unrelentingly pursue the academic achievement of the school's students
2. Enhance PIE-Idaho Falls' public standing and serve as ambassadors, advocates, and community representatives of the school
3. Ensure legal and ethical integrity and maintain academic accountability
4. Use personal and professional skills, relationships, and knowledge for the advancement of PIE-Idaho Falls
5. Believe in – and be an active advocate and ambassador for – the values, mission, and vision of PIE-Idaho Falls
6. Work with fellow Board members to fulfill the obligations of Board membership
7. Keep informed about the school by attending Board meetings
8. All Board members will complete initial orientation on governance training, which includes the following topics:
 - a) Conflicts of Interest
 - b) Models of Governance and Leadership
 - c) Charter School Law in Idaho
 - d) Ethics
 - e) Financial Responsibility
 - f) Overview of School Philosophy, Structure and Management
 - g) Idaho Open Meetings Laws
 - h) Idaho Public Records Laws
 - i) Idaho-specific education laws, rules, and regulations

The administrative staff of PIE-Idaho Falls will report to the local Board of Directors.

The Principal will be the primary liaison between PMG and the PIE-Idaho Falls Board of Directors. He/she will provide regular updates to the Board at each of the meetings on school progress, achievements, and any issues that may arise. Through analysis of school achievement data, review of financial reports, and staff evaluations, the Principal in combination with PMG will decide on program changes and staffing. He/she will work closely with PMG's school implementation team to accomplish all school start-up priorities, and to develop the staff at PIE-Idaho Falls.

Founding Board Members

For the founding Board of Directors for PIE-Idaho Falls, we decided to create a board comprised of members of the greater Idaho Falls area, as well as utilize some of the expertise of board members from PIE-Nampa. Having board members who have successfully managed another Idaho school and fully understand the PIE model seemed to be advantageous for this initial time period. After the founding board members have completed their terms, new board members will be recruited from the Idaho Falls area.

PIE-Idaho Falls' Board of Directors is comprised of the following board members:

Monica Bitrick, CEO, Idaho Falls Family YMCA. Monica Bitrick is a Southeast Idaho native who was born and raised in Idaho Falls. In her role as CEO, she is the lead financial expert for the Idaho Falls YMCA. Bitrick earned her bachelor's degrees in General Business Administration and HR Management from Boise State University. Aside from dedicating her career to helping both for-profit businesses and non-profit organizations thrive, Bitrick is committed to serving the community. She recently served as a Board member for the Suicide Prevention Action Network and Idaho Falls Downtown Development Corporation, and as a member of the Idaho Falls Rotary Club. She has also served as the Chair for the Young Professionals Network, Military Affairs Committee, Boise State Athletic Association, and as a Board Member for the Idaho Falls Chamber of Commerce. She regularly volunteers for great causes and events including the Snake River Animal Shelter, CEI Foundation, Make-A-Wish Idaho, and Relay for Life. Bitrick was honored as a Greater Idaho Falls Chamber of Commerce Distinguished Young Professionals Award Recipient in 2018 and 2010. She was recently named as a Southeast Idaho Professional of the Year Honoree by the *Idaho State Journal* and an Accomplished Under 40 Award Recipient by the *Idaho Business Review* in 2013.

Jessica James, Tribal Youth Education Program Manager, Shoshone-Bannock Tribes. Jessica James is an enrolled member of the Shoshone-Bannock tribes of Fort Hall, Idaho. She is also affiliated with the Pyramid Lake Paiute Tribe and Washoe Tribe. Ms. James is a graduate of Shoshone-Bannock Jr./Sr. High School and obtained an Associate of Arts degree in Liberal Arts (2003) and a Bachelor of Arts degree (2004) in American Indian Studies from Haskell Indian Nations University in Lawrence, Kansas. She also obtained a Master's Degree in Indigenous Nations Studies (2008) with emphases in Cultural Preservation Management and Indigenous Museum Studies from the University of Kansas in Lawrence, Kansas. Currently, she is a graduate student at Idaho State University working on a Doctorate of Education in Interdisciplinary Leadership. For four years (2010-2014) Ms. James served as a council member on the U.S. Department of Labor's National Native American Employment and Training Council appointed by Secretary of Labor Hilda L. Solis. Currently, Ms. James serves as the Co-Chair of Idaho Indian Education Committee, and is part of multiple planning committees for Shoshone-Bannock tribes. Ms. James's occupational duties included: writing grants, implementing and coordinating programming services, and collaborating with business, educational, and other organizations to create avenues of economic development for Native American community members. Ms. James mentors and advises youth and adults on multiple levels of education and empowers them to become educated leaders by embracing cultural values and achieving academic and employment success.

Katie Rhodenbaugh, Non-Traditional Educator Preparation Program Coordinator, College of Southern Idaho (and current PIE-Nampa Board Member). In her role as a Nampa Board Member, Katie has taken a leading role in financial oversight, and in determining spending priorities for the school. Katie Rhodenbaugh is also a program coordinator and education consultant with 17 years of successful leadership and management experience. In her current role, she helped to develop CSI's Non-Traditional Educator Preparation Program, and was also responsible for marketing the program to potential candidates & acting as liaison between multiple state education agencies. She has a strong track record of effectively collaborating

with local and state leaders, legislators, schools, districts, college and university faculty, and community partners. As an education consultant, Ms. Rhodenbaugh has assisted in charter school application writing, charter school grant compliance reviews, and state-wide teacher evaluation audits. Prior to branching out on her own as a consultant, Ms. Rhodenbaugh spent seven years serving as the Professional Standards Coordinator at the Idaho State Department of Education (SDE). During her tenure at the SDE, she lead dynamic teams of educators through various review processes including educator preparation program approvals, teacher preparation standards reviews, and standards-based higher education faculty trainings. Ms. Rhodenbaugh was also a local television host on the program Idaho Living.

Hailey Mack, Career Placement & Recruiting Coordinator, College of Eastern Idaho. Hailey began her college career like most students-no clear end in mind. She found her passion for higher education during her time at the College of Southern Idaho as a student senator. The guidance and support given by her advisors helped shape her. She pursued her Bachelor of Business Administration with an emphasis in Marketing from Boise State University and her Master of Science majoring in Management and Leadership from Western Governors University. She realized her drive to work directly with students stems from the struggle's others have in higher education. Hailey wants every student to receive the help and support she did while in school. After stints at the College of Western Idaho and Idaho State University, she became Eastern Idaho Technical College's Career Placement and Recruitment Coordinator and has transitioned into the role of Senior Coordinator of Recruitment and Student Life at the College of Eastern Idaho. The positions give her many opportunities to interact with a variety of community groups promoting higher education. She especially enjoys working with students who have barriers preventing them from pursuing their dreams. Hailey also serves as the Student Senate Advisor and enjoys guiding the student leaders at the college. The transition from a technical college to a community college has brought many new opportunities for the college especially in the Student Life department and Hailey has enjoyed facing the new challenges.

Drey V. Campbell, Marketing and Acquisitions Manager, Ylist, Sweetwood Homes and Transformations (and current PIE-Nampa Board Member). Dr. Campbell's career includes service as a Licensed Clinical Social Worker and Psychosocial Rehabilitation Counselor. Currently, he works in the real estate industry, performing various roles ranging from lead generation and building new client relationships to conducting real estate valuation analyses. He also works as a Professional Development Consultant, working with clients such as the City of Nampa and the Interfaith Sanctuary. Dr. Campbell received his PhD from Northwest Nazarene University (NNU) in Educational Leadership. He is a deacon in the Good News Community Church in Nampa, Idaho. His professional memberships include the North American Association of Christians in Social Work (NASCW) and National Association of Social Workers (NASW). He and his wife Natalya reside in Nampa, ID.

Transition Plan

Board members will be active advocates and ambassador for the values, mission, and vision of PIE-Idaho Falls. PIE-Idaho Falls' founding Board members will have an option to continue to serve or resign, though the focus will be on ensuring Board members are members of the greater Idaho Falls community. In the event of a Board member resignation, PIE-Idaho Falls has developed the following transition plan. If a Board member resigns, their resignation will become official during the June Board of Directors meeting.

Directors shall be appointed for a term of one (1) year. Each Director, including a Director appointed to fill a vacancy, shall hold office until the expiration of the term for which appointed and until a successor has been appointed, or until such Director's term is reduced by a vote of all Directors.

For each term after the first year, the Board of Directors shall be constituted of five (5) members who shall be appointed for the following term as follows:

No later than sixty (60) days prior to the expiration of the Directors' term:

- The Directors in office shall vote on appointment of five (5) Directors by casting five votes. No Director may vote for himself or herself. The nominees receiving the greatest number of votes shall be appointed as Directors for the following term.
- In the event there remains a vacancy following the vote, the Directors then in office shall vote again for the remaining nominees by casting five votes. No Director may vote for himself or herself.
- A vacancy or vacancies shall be deemed to exist in the event of the death, resignation or removal of any Directors, or if the Board of Directors removes a Director for cause, defined as a dereliction in the performance of his/her duties, mental incapacity, engages in conduct that adversely affects the reputation or integrity of the charter school, or is convicted of a misdemeanor or felony.
- Notwithstanding anything to the contrary in this section, all Director appointments shall be in compliance with Idaho Code 33-5206(10)(b).
- Any Director may resign effective upon giving written notice to the President, the Vice President, the Secretary, the Treasurer, or the Board of Directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a Director is effective at a future time, the Board of Directors may designate a successor to take office when the resignation becomes effective.

Board Training and Recruitment

Board Member Recruitment

PIE-Idaho Falls will have an autonomous Board of Directors dedicated to the successful operation of the school. The Board of Directors will be initially composed of individuals with expertise in education, business, and/or other areas that directly benefit PIE-Idaho Falls. The Board of Directors will be comprised of five voting members and will always have an odd number.

New Directors shall serve for a term of one year, and a maximum of five one-year terms. The process for board member recruitment and selection is outlined in the bylaws.

Board Training and Evaluation

All Board members will complete initial orientation on governance training, which includes the following topics:

- Conflicts of Interest
- Models of Governance and Leadership
- Charter School Law in Idaho
- Ethics
- Financial Responsibility
- Overview of School Philosophy, Structure, and Management
- Idaho Open Meetings Laws
- Idaho Public Records Laws
- Idaho-specific education laws, rules, and regulations

In an effort to provide all Board members adequate and up-to-date policies and procedures, the Yorgason Law Offices, based out of Boise, Idaho, will conduct Board Member trainings.

Additionally, the Board will meet annually to evaluate and review school operations.

Board Meetings, Open Meeting Law and Public Records Law

There is a recognition that the founding Board of Directors will have substantial work to establish PIE-Idaho Falls and will need to meet on a regular basis. Once PIE-Idaho Falls is established, t

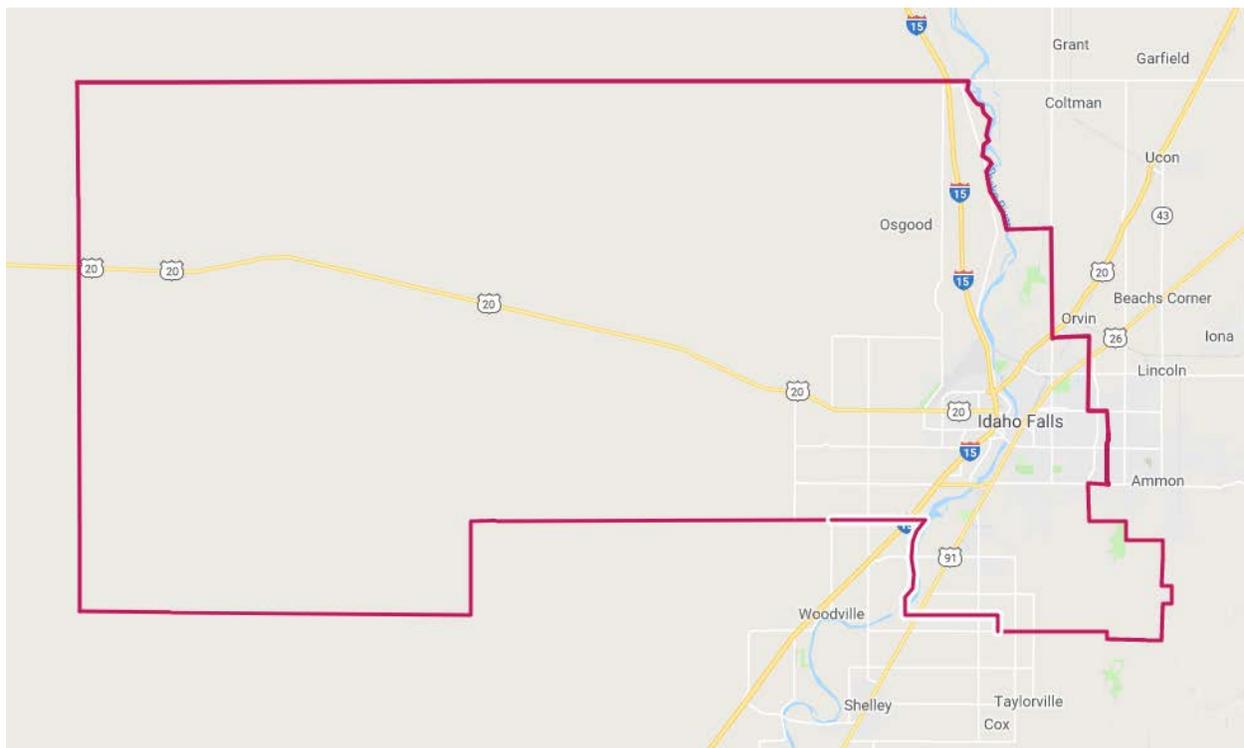
he Board of Directors' meetings will occur no less than four times a year. Meeting minutes will be maintained with respect to all Board meetings and maintained in the books and records of the organization. The Board of Directors shall be open to the public in order to permit the Board to meet and hear any concerns. For all such public meetings, the Board will ensure that the location, dates, and times are publicized with sufficient advance notice to students, faculty, volunteers, and other members of the school and public.

Section IV: Student Demand and Primary Attendance Area

Primary Attendance Area

The Primary Attendance Area will comprise the entirety of the Idaho Falls School District 91. We have notified each of ~~the surrounding school~~ these districts of our intent to open a new school that our Primary and Secondary Attendance Areas overlap with their districts. For more information, please see Appendix F9: District Notification Letters. Even though our primary attendance area will be Idaho Falls School District 91, We have intentionally created a large attendance boundary to we hope to provide options for rural students who may have limited choices and are outside this attendance area.

The ~~boundaries of the Primary and Secondary Attendance Areas are as is~~ shown on the maps below. For a more detailed view of the Primary Attendance Area, please follow this link: <https://tinyurl.com/PIEIdahoFallsmap>.



Primary Attendance Area Boundaries Defined:

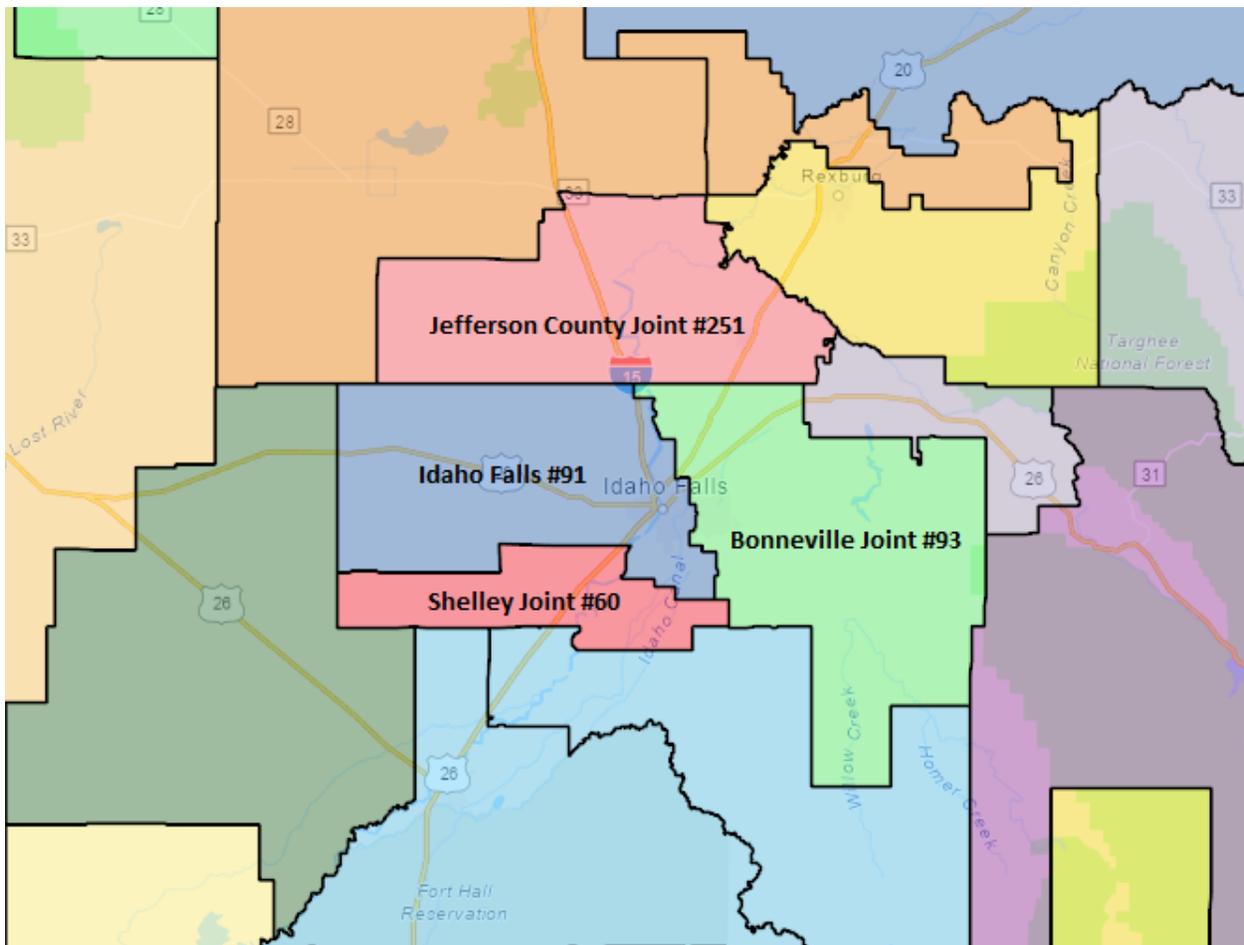
The Primary Attendance Area is defined by the following boundaries:

- ~~The north side of W. 145 N. between W. Mud Lake Rd. to N. 3167 E.~~
- ~~The west side of the Snake River (including N. River Rd.) between W. 145 N. to W. 81st N./Riverfront Dr.~~
- ~~The north side of W. 81st N. between Riverfront Dr./the Snake River to N. 5th E./Lewisville Hwy.~~
- ~~The east side of N. 5th E./Lewisville Hwy. between E. 81st N. to E. Iona Rd.~~
- ~~The north side of E. Iona Rd. between N. 5th E./Lewisville Hwy. to N. 15th E./ St. Leon Rd.~~
- ~~The east side of N. 15th E./ St. Leon Rd., continuing south onto Sherry Dr., continuing south onto James Pl., between E. Iona Rd. to 1st Street~~
- ~~The north side of 1st Street between NW Bonneville Dr. to Cascade Dr./Meppen Dr.~~
- ~~The east side of Meppen Dr., continuing onto Hoppes Ave., continuing onto Barbara Ave., between 1st Street to E. Sunnyside Rd.~~
- ~~The south side of E. Sunnyside Rd. between Washington Pkwy to S. 15th E./St. Clair Rd.~~
- ~~The east side of S. 15th E./St. Clair Rd. between E. Sunnyside Rd. to E. 49th S./Township Rd.~~
- ~~The north side of E. 49th S./Township Rd. between S. 15th E./St. Clair Rd. to S. 25th E.~~
- ~~The east side of S. 25th E. between E. 49th S./Township Rd./Cotton Rd. to York Rd.~~
- ~~The north side of the midpoint roads (unnamed roads, not a through street) between E. 49th S./Township Rd./Cotton Rd. and York Rd., between S. 25th E. to Ammon Rd.~~
- ~~The east side of Ammon Rd., including the turnout road along the northern, eastern, and southern roads around Rock Hollow Ranch, continuing onto Henry's Canyon Rd., between the southern border of Woodland Hills Park and the northern border of Henry Creek~~
- ~~The south side of the point 1,181 ft. south of E. 97th S./35th Rd. E./Canyon Rd., between Henry's Canyon Rd. and the point 963 ft. west of the Highline Canal~~
- ~~The west side of the line beginning 1,140 ft. due south of E. 97th S./35th Rd. E./Canyon Rd., between that point and E. 97th S./35th Rd. E./Canyon Rd.~~
- ~~The south side of E. 97th S., continuing onto W. 97th S., between the Highline Canal and the point 0.47 miles east of N. 1100 E./Jameston Rd.~~
- ~~The west side of the line beginning at the point 0.47 miles east of N. 1100 E./Jameston Rd., moving north for 0.455 miles, between W. 97th S./1500 North Rd.~~
- ~~The south side of the line beginning at the point 0.455 miles due north of 1500 North Rd. and 0.47 miles east of N. 1100 E./Jameston Rd., between S 5th W./Park Rd. and the Snake River (ending near Gem State Kids Fishing Pond)~~
- ~~The west side of the line beginning 0.511 miles due south of Boat launch Park (along the western bank of the Snake River) and 0.325 miles due west of Route 91/S. Yellowstone Hwy, between E 1500 N./Canyon Rd. and Boat launch Park~~
- ~~The west side of the road running along the western bank of the Snake River, continuing onto S. Bellin Rd., between Boat launch Park and W 49th S.~~

- The south side of W 49th S. between S. Bellin Rd., continuing due west for 8.79 miles past S. 65th W
- The east side of the line beginning 8.79 miles due west of S. 65th W, continuing south, ending 8.61 miles south of Hwy 20
- The south side of the line beginning 8.79 miles due west of S. 65th W and 8.61 miles south of Hwy 20, continuing due west for 10.6 miles, between S. 65th W and U.S. Hwy 26
- The west side of the line beginning 19.8 miles due west of Hwy 15/Route 26/E Veterans Memorial Hwy and 7.92 miles due north of Route 26, between Route 26, continuing due north for 14.4 miles, continuing into W. Mud Lake Rd., between U.S. Hwy 26 and Twin Butte Sage Junction Rd.

Secondary Attendance Area Boundaries Defined:

The Secondary Attendance Area is defined by the following boundaries:

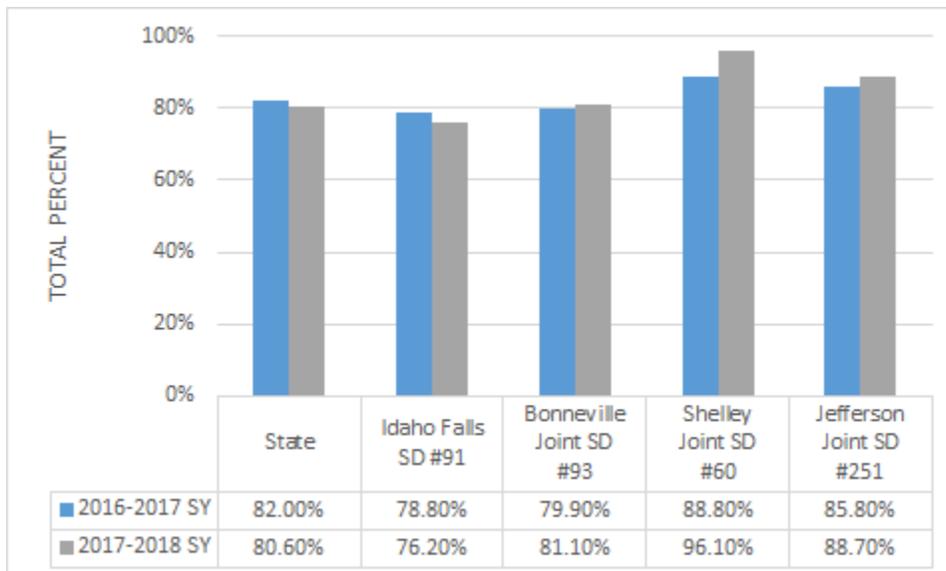


Student Demand

Idaho Falls and Eastern Idaho are in need of a high-performing dropout prevention and credit recovery charter school to serve at-risk students in the 9th through 12th grades. Idaho Falls itself, for example, has a low 4-year cohort graduation rate. According to the most recent data available on the Idaho State Department of Education website, Idaho Falls Public School District 91 has a 76.2% graduation rate for the 2018 4-year cohort, and this figure drops significantly for certain demographics such as American Indian, Hispanic, and Economically Disadvantaged students.⁶ These students can be re-enrolled in alternative education schools that promote targeted intervention and flexible learning to ensure their success.

The instructional, academic, and social needs of students within the Idaho Falls School District and surrounding districts are considerable. Aggregate data from the SDE illustrates that districts within Bonneville County suffer from low graduation rates (see Table 1). PIE-Idaho Falls' program is unique among charter schools, in that it seeks to complement existing high schools by providing an option for students who do not necessarily fit the conventional student model, and who need to be engaged through an individualized, self-paced curriculum, flexible schedules, and additional coursework. As with students from other Pathways In Education schools, such as PIE-Nampa, PIE-Idaho Falls students will be served in a program with demonstrated success in increasing high school graduation rates.

Table 1: Graduation Rates of Target Districts⁷



⁶ Idaho State Department of Education. (2019). "Accountability > Assessment & Grad Rate Results > Files > Resource Files > 2018-2019 Reported Results > Class of 2018 Four-Year Graduation Rate." Retrieved from <http://www.sde.idaho.gov/assessment/accountability/index.html>

⁷ Idaho State Department of Education. (2019). "Accountability > Assessment & Grad Rate Results > Files > Resource Files > 2018-2019 Reported Results > Class of 2018 Four-Year Graduation Rate." Retrieved from <http://www.sde.idaho.gov/assessment/accountability/index.html>

There are very few charter schools that serve alternative populations. As noted in the 2017 PCSC Annual Report, only 4 of the 41 charter schools in Idaho were classified as alternative. These four schools were all virtual schools.⁸

In the Idaho Falls School District, there are few alternative education programs that specifically address at-risk youth, and that target dropout prevention. The Idaho Falls School District's alternative school, Emerson Alternative High School, is currently operating at full capacity (150 students) with a wait-list for Fall 2019. Even though Emerson is an alternative school, it still functions in a very similar way to a traditional high school, with full school day and traditional classes, an offering that does not meet the needs of all of the district's students.

What truly sets PIE-Idaho Falls apart from other high school options in the area is the foundational use of high-impact instructional strategies (i.e., small group instruction), blended learning, and the focus on social-emotional learning to meet the needs of at-risk students who are often left behind and "fall in the gap." PIE-Idaho Falls will not have to compete with other schools in the district for the "traditional" high school student; rather, it is filling a need for those students who pose a tremendous challenge for the traditional school because of limitations in resources or autonomy. Instead of competing for the per-pupil funding of traditional students, PIE-Idaho Falls will seek to recapture students who are truant, who are under-enrolled, or who have dropped out. For those who have been shut out or shut down by school, PIE-Idaho Falls makes high school graduation (with college and career preparation) a viable option by offering a program that promotes successful student achievement through:

- a personalized education
- differentiation of instruction
- a flexible schedule
- a self-paced curriculum so that students learn at their own pace
- attainment of a high school diploma and postsecondary opportunities
- experiential learning
- field trips
- tutoring
- leadership
- small group instruction
- Career Technical Education (CTE) opportunities

Recent research in Bonneville County supports the notion that the demand for the kind of program offered by PIE-Idaho Falls will only increase over the next few years. Idaho Falls School District 91 is currently developing a 10 year facilities plan. As a part of this plan, they have engaged a third party to research enrollment projections. Table 2 below shows that the fastest growing age group in this future projection is students ages 14-18.

⁸ Idaho Public Charter School Commission (2019). *PCSC 2017 Annual Report*. Retrieved from <https://chartercommission.idaho.gov/resources/pcsc-2017-annual-report/>

Table 2: Bonneville County Population Estimates⁹

**BONNEVILLE COUNTY
POPULATION ESTIMATES**

Age	2018	2023
Ages 0-2	6,235	6,784
Ages 3-4	4,163	4,468
Ages 5-10	12,275	12,966
Ages 11-13	5,889	6,336
Ages 14-18	8,517	9,542
Ages 5-18	26,681	28,844
Total Population	117,342	126,753

Source: ESRI BIS

This growth in the overall high school age group is mirrored in alternative high school enrollment. Table 3 below shows historical and projected enrollments for Emerson Alternative High School. There has been a significant increase in enrollment since 2017, and this trend is projected to continue for the foreseeable future.

Table 3: Projected Enrollments for Emerson Alternative High School¹⁰

EMERSON HIGH SCHOOL ALTERNATIVE

Historical Enrollment - Emerson High School Alternative

Grade	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
7	NA	NA	NA	1	NA	NA	1	NA	NA	NA
8	NA	NA	NA	NA	1	NA	1	NA	NA	NA
9	1	NA	2	3	13	16	2	2	4	3
10	15	14	13	9	18	19	20	38	21	37
11	47	40	26	26	27	30	36	36	46	56
12	77	50	64	53	65	57	59	65	85	83
Grand Total	140	104	105	92	124	122	119	141	156	179

Source: Idaho Department of Education

Projected Enrollment - Recommended - Emerson High School Alternative

Grade	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
9	3	3	3	3	3	3	3	3	3	3
10	35	38	36	39	38	37	36	35	36	34
11	57	54	59	56	60	59	57	56	55	56
12	85	89	84	91	86	94	92	88	86	85
Grand Total	180	184	182	189	187	193	188	182	180	178

Source: Cooperative Strategies

⁹ Cooperative Strategies (2019) *Idaho Falls School District 91 Enrollment Projections Report*. Retrieved from http://www.dejongrichter.com/ifschools/wp-content/uploads/sites/29/2019/04/EP_rpt_final_IdahoFalls_20190327.pdf

¹⁰ Cooperative Strategies (2019) *Idaho Falls School District 91 Enrollment Projections Report*. Retrieved from http://www.dejongrichter.com/ifschools/wp-content/uploads/sites/29/2019/04/EP_rpt_final_IdahoFalls_20190327.pdf

Student Population

District Demographics and Expected Population

Table 4 below contains enrollment figures and demographic data from 2017-18 for all high schools in the Idaho Falls area. The highlighted data shown for the alternative high schools (Emerson and Lincoln) shows that these schools have higher populations of homeless, low-income, and Hispanic students. We anticipate that PIE-Idaho Falls will mirror the populations of Emerson and Lincoln. The Pathways in Education program is especially equipped to serve the needs of these at-risk populations, as evidenced by our integration of wrap-around services for students.

Table 4: Enrollment & Demographic Data from Idaho Falls Area High Schools (2017-18)¹¹

	Idaho Falls School District 91				Bonneville Joint District 93			
	Idaho Falls HS	Emerson Alt HS	Compass Academy	Skyline HS	Hillcrest HS	Lincoln Alt HS	Bonneville HS	Technical Careers HS
Grades Served	9-12	7-12	9-12	9-12	9-12	7-12	9-12	9-12
Enrollment	1180	150	455	1224	1534	129	1496	50
Low Income	26%	72%	29%	43%	22%	59%	37%	>82%
EL	3%	<4%	<2%	6%	1%	<5%	3%	<1%
Stud. w/ Disabilities	9%	11%	3%	11%	7%	17%	10%	<1%
Stud. in Foster Care	<1%	4%	<2%	1%	<1%	<5%	<1%	<1%
Homeless	<1%	5%	<2%	<1%	<1%	4%	1%	<1%
Migrant families	1%	<4%	<2%	1%	<1%	<5%	<1%	<1%
Black	0.8%	2.7%	0.2%	1%	0.7%	0.8%	0.5%	<1%

¹¹Idaho State Department of Education. (2019). "Accountability > Assessment & Grad Rate Results > Files > Resource Files > 2018-2019 Reported Results > Class of 2018 Four-Year Graduation Rate." Retrieved from <http://www.sde.idaho.gov/assessment/accountability/index.html>

Hispanic	15.8%	24.7%	12.3%	29.6%	8.9%	32.6%	17.8%	<1%
Native American	0.4%	2%	0.9%	0.4%	0.1%	0.8%	0.7%	<1%
Multi-Race	2.5%	5.3%	2%	2.5%	2.9%	2.3%	2.2%	<1%
White	78.9%	65.3%	83.7%	65.8%	86.4%	62.8%	78.4%	>86%

PIE-Idaho Falls Recruitment Plans

Recognizing the importance of developing collaborative relationships with stakeholders from Idaho Falls and the surrounding communities, PIE-Idaho Falls will work closely with community and local Idaho Falls school leaders to build awareness of the program among students and families. In order to ensure that there is adequate enrollment, PIE-Idaho Falls would begin student recruitment in Winter 2020. A student recruitment/marketing timeline is provided in Table 5 for the initial enrollment phase. It is anticipated that this, or a similar timeline, would be adhered to for planning purposes in the following school years.

In PIE-Idaho Falls’ process to ensure a fair and equitable enrollment, the following will be considered:

1. The level of community awareness and support gained so far,
2. Marketing efforts applied through social media, print media, and PIE-Idaho Falls’ website (which will clearly identify that the school is nondiscriminatory, does not charge tuition or fees, and is nonsectarian), and
3. A program design that easily accommodates incoming students throughout the year. PIE-Idaho Falls anticipates a first-year enrollment of 250-300 students.

Table 5: Recruitment/ Marketing Timeline

Month	Action Description	Person Responsible	Collateral/Strategy
January 2020 (ongoing)	Visit/contact community leaders to inform them about PIE-Idaho Falls’ model and how they can play an integral part in its success	PIE-Idaho Falls Board Members, Cluster Director, Principal, PMG	Flyers
February 2020	Create webpage and social media accounts	PMG Marketing	Page template/hosting

March 2020 (ongoing)	Visit/contact local service organizations and high schools to inform them about PIE-Idaho Falls' model, and form referral networks for underserved students	School Principal (if hired), Cluster Director, PMG	Flyers
March – July 2020	Promote school online	PMG Marketing	Advertising
March – July 2020	Secure visible advertising space in target neighborhoods, such as bus stops, billboards, and/or malls	PMG Marketing	Advertising
May 2020	Host a community meeting at local rec center, library, or other neighborhood space to advertise PIE-Idaho Falls to the public and answer questions about the program	School Principal, other school staff (if hired)	Brochures, flyers, and other printed collateral
June 2020	Host an open house at the new school site, invite local residents	School Principal and school staff	Invitation mailers, Brochures, flyers, and other printed collateral; Food/beverage
September 2020 – June 2021	Review performance/enrollment, secure additional online and physical advertising space as needed with remaining budget	Principal, PMG Marketing	Advertising

Enrollment Capacity

PIE-Idaho Falls seeks to serve a student population that is at risk of not graduating from high school, struggling in the traditional high school setting, and racially and ethnically diverse. PIE-Idaho Falls will ensure a fair and equitable enrollment process by accepting all students regardless of socioeconomic status, race, gender, religious beliefs, and sexual orientation.

Additionally, in order to give non-English speakers better access to enrollment, the school will publish its application and marketing materials in both English and Spanish.

Because PIE-Idaho Falls is proposing an alternative education model that complements the existing options, and is one that has proven successful in other areas, it is anticipated that the school will achieve the enrollment projections of 300 students each year after year one. Relying on the marketing strategies and recruitment efforts described above, PIE-Idaho Falls will ensure that enrollment numbers are met, and will also have a contingency plan in place in the event that the school is under-enrolled. This enrollment effort includes partnerships with local community leaders, organizations, schools, and businesses. PIE-Idaho Falls will work with local Idaho Falls high school teachers and counselors to identify and enroll students through referrals. Table 6 displays the anticipated yearly enrollment per grade.

Table 6: Anticipated Approximate Yearly Enrollment by Grade

	9 th Grade	10 th Grade	11 th Grade	12 th Grade	Total
Year 1	66	67	67	50	250
Year 2	75	75	75	75	300
Year 3	75	75	75	75	300

If, for any reason, enrollment targets are not met, the PIE-Idaho Falls’s Cluster Director and Principal will spend time recruiting students. This will be accomplished by visiting local non-profits, community events, and engaging with local district and charter school staff and community members. As needed, other PIE-Idaho Falls stakeholders (i.e. PIE-Idaho Falls Board Members and PMG leadership staff) will become actively engaged in recruitment, and will continually share information about the program. ~~We have found from our experience at The~~ PIE-Nampa school has reported that that many of ~~their~~our referrals are generated by recommendations from students and families. The following promotional materials will be used for recruitment efforts:

- Brochures
- Presentation folders
- Flyers (in languages other than English, as needed)
- Mailers
- Branded promotional materials: lanyards, notepads, t-shirts, pens, bags, etc.
- PIE-Idaho Falls website and social media accounts (Facebook, Twitter, Instagram, etc.)
- Other advertising mediums if needed (radio, Google, etc.)

Community Partnerships and Local Support

PIE-Idaho Falls has already begun community outreach to determine if there is a need/interest for our program, as well as to discuss potential partnerships. Listed below are organizations that have expressed interest in having our school established in the community.

- College of Eastern Idaho (CEI) - The focus of CEI is to provide affordable and high-quality education that will prepare students to be successful in the workplace. CEI was converted to a community college in 2017. Prior to this the school operated as Eastern Idaho Technical College, which was created in 1969 to serve citizens in a nine-county service area. CEI continues to be a minimal cost, open-door institution that champions career technical programs, customized industry training, basic skills instruction, workforce and community education, early college for high school, and online distance education. During our conversations with CEI, we have discussed ways we can partner to offer students dual credit/dual enrollment opportunities. We see many opportunities for us to work together to provide postsecondary options for our students.
- Idaho Falls YMCA - The YMCA focuses on youth development, healthy living, and social responsibility. The YMCA seeks to engage teens in global issues, and to equip them with critical knowledge of the world and its cultures. It also develops the competencies necessary to adapt and drive in an increasingly multicultural and global society. Our initial conversations with the YMCA have led to a variety of ways we can collaborate to serve our students.
- Bonneville Youth Development Council (BYDC) - BYDC's priority is to develop Idaho Falls-area youths' resiliency and leadership skills, in order to reduce teen suicide and substance abuse. BYDC is a coalition that collaborates with organizations to work toward a common goal. BYDC's membership consists of individuals from local city and county government, law enforcement, businesses, health care and mental health providers, schools, parents, media, faith-based organizations, and other non-profits. BYDC has indicated that they would be interested in partnering with us to provide both services to students and professional learning opportunities for students, staff, and families.
- Idaho Falls Chamber of Commerce - PIE-Idaho Falls will become an active member of the Idaho Falls Chamber of Commerce once our charter is approved. The Chamber of Commerce has a very strong membership, and our initial conversations have generated many ideas for ways that they can help us make connections as well as opportunities for community involvement.
- Idaho Falls Civitan Club - Civitan is an association of community service clubs. Civitan's purpose is to provide opportunities for personal and professional development while improving communities through service projects. We have discussed with the leaders of the Idaho Falls chapter of Civitan how PIE-Idaho Falls students could get involved in their Junior Civitan program. This would provide our students with both service learning and leadership opportunities.

PIE-Idaho Falls also expects to establish relationships with other community organizations that provide services and support to at-risk youth, offer post-secondary planning, and opportunities for general community involvement. These organizations include:

- Community Youth in Action
- Idaho National Laboratory
- Alere Youth Development
- Upper Valley Child Advocacy Center
- Idaho Falls City Council
- Idaho Falls Police Department
- 3B Detention & Treatment Center
- The Haven
- Eastern Idaho Community Action Partnership

We also plan to develop relationships with local School Districts (Idaho Falls 91, Bonneville 93, Shelley 60, Jefferson 251). We will introduce our program to the Districts' staff members and communicate with school counselors. We will also offer them tours of our facilities.

For evidence of the partnerships we have already formed, please see [Appendix F10: Letters of Support](#).

Enrolling Underserved Families

The mission and vision of Pathways In Education is focused on serving students who have been unsuccessful in their traditional public high school and guide them to graduation. This group of students is also often identified as at-risk. At-risk students are an underserved population. The primary focus of PIE-Idaho Falls is to focus on underserved students and families.

The first school Pathways In Education founded in Idaho, Pathways In Education-Nampa, uses the same model. According to our internal metrics, since the opening of PIE-Nampa in 2017, the following percentages of students who fall into the underserved categories are:

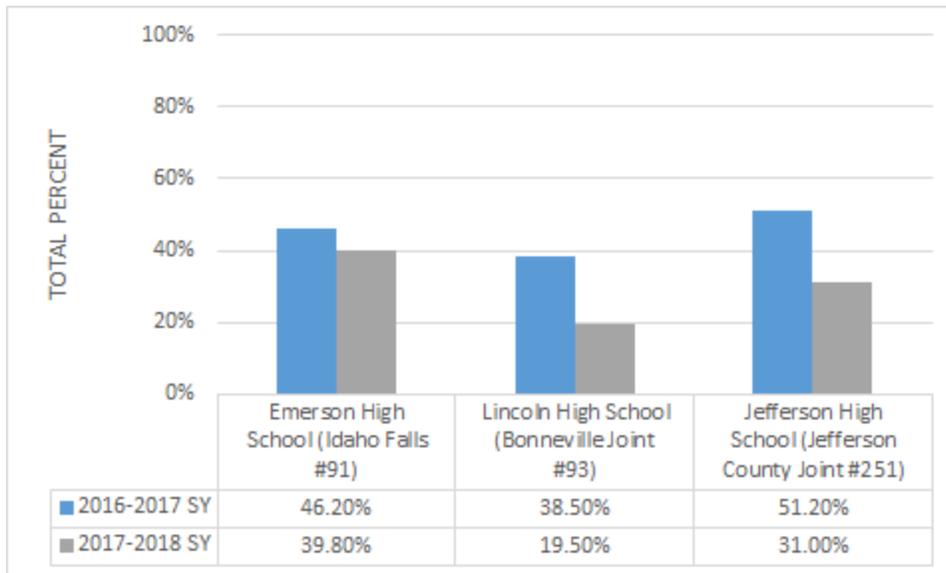
- Pregnant and parenting teens: 10%
- Credit-deficient students: 80%
- Students with high levels of truancy: 70%
- Special Education students: 10%
- English learners: 20%
- Students qualifying for free and/or reduced meal programs: 80%
- Transient and homeless students: 10%
- Students in foster care: 5%
- Adjudicated youth: 5%

At present, PIE-Nampa operates at its maximum enrollment capacity of 300 students, with a wait list. It is anticipated that PIE-Idaho Falls can reach this same target in the Idaho Falls area.

An analysis of the alternative schools within the Idaho Falls School District and surrounding districts (Bonneville Joint, Shelley Joint, and Jefferson Joint) reflects that all schools, except one, had graduation rates for the past two years drastically below 50% (see Table 7). Also, in all cases, Latino and economically disadvantaged students performed at a significantly lower level in ELA, Math and Science than the non-Hispanic White student population (see Tables 8-9 below). This also holds true for graduation rate where the gap between Hispanic and Low-Income students persisted (see Table 10 below). This data highlights how traditional high schools in the target and surrounding area struggle to meet the needs of at-risk students, and how these students are left with few options in attaining academic success.

In other Pathways In Education schools, we have had success in partnering with government and social service agencies to receive student referrals. These can include juvenile court systems/juvenile justice systems, group homes for at-risk youth, resource agencies for pregnant and/or parenting teens, resource agencies for migrant families, and various other groups with a similar focus. PIE-Idaho Falls will continue this practice as a key part of both our community outreach and enrollment strategies.

Table 7: Graduation Rates for Alternative Schools in Target Area¹²



¹² Idaho State Department of Education. (2019). "Accountability > Assessment & Grad Rate Results > Files > Resource Files > 2018-2019 Reported Results > Class of 2018 Four-Year Graduation Rate." Retrieved from <http://www.sde.idaho.gov/assessment/accountability/index.html>

Table 8: Hispanic or Latino/Non-Hispanic or Latino Academic Progress¹³

Student Academic Progress in English/Language Arts			
	2017	2018	2019
Hispanic or Latino	46.1%	46.9%	48.3%
Not Hispanic or Latino	65.2%	65.2%	65.6%

Student Academic Progress in Math			
	2017	2018	2019
Hispanic or Latino	39.1%	31.4%	35.6%
Not Hispanic or Latino	55.6%	53.2%	55.1%

Table 9: Students from Low-Income Families/Not from Low-Income Families Academic Progress¹⁴

Student Academic Progress in English/Language Arts			
	2017	2018	2019
Students From Low Income Families	49.4%	51.2%	51.0%
Students Not from Low Income Families	72.7%	70.2%	71.5%

¹³ Idaho State Department of Education. (2019). "Idaho School Finder > Idaho Falls District > Hispanic or Latino/Students from Low-Income Families." Retrieved from <https://idahoschools.org/districts/091/achievement-gaps>

¹⁴ Idaho State Department of Education. (2019). "Idaho School Finder > Idaho Falls District > Hispanic or Latino/Students from Low-Income Families." Retrieved from <https://idahoschools.org/districts/091/achievement-gaps>

Student Academic Progress in Math			
	2017	2018	2019
Students From Low Income Families	42.0%	37.0%	39.0%
Students Not from Low Income Families	62.0%	58.8%	61.4%

Table 10: Graduation Rates for Target Groups¹⁵

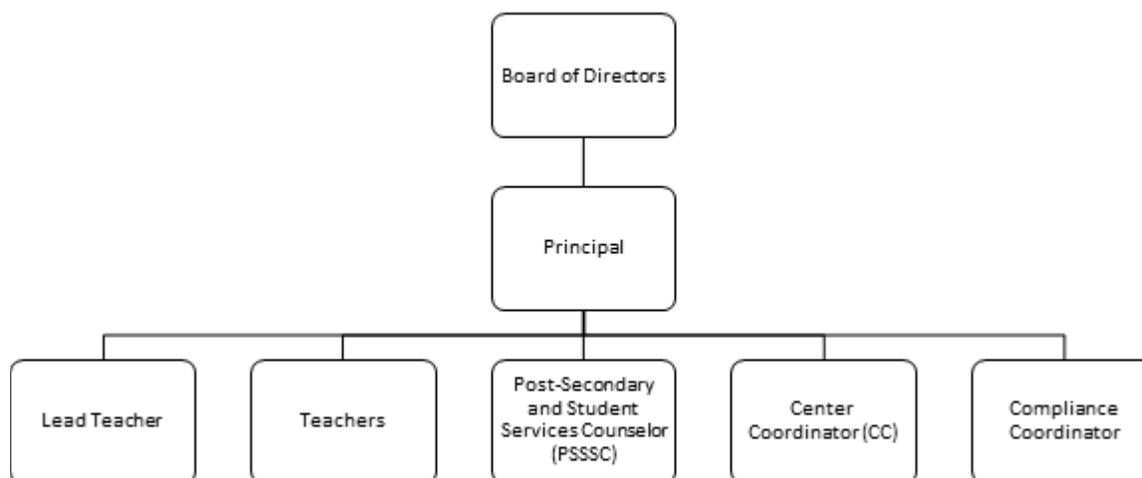
Graduation Rate			
	2016	2017	2018
Hispanic or Latino	60.5%	62.6%	67.7%
Not Hispanic or Latino	76.1%	77.5%	78.3%
Students From Low Income Families	55.2%	58.7%	63.1%
Students Not from Low Income Families	85.8%	87.4%	88.1%

¹⁵ Ibid.

Section V: School Leadership and Management

School Leadership/Organization

The organization chart included below outlines the structure of PIE-Idaho Falls. The Principal for PIE-Idaho Falls will report to and be evaluated by the Board of Directors [following the Idaho Principal Evaluation Framework](#). PMG will provide assistance with the evaluation process. The school will be led by the Principal, who in turn will oversee the general education and Small Group Instruction Teachers, [Lead Teacher](#), Special Education Teacher, ESL Teacher, Post-Secondary & Student Services Counselor, Compliance Coordinator, Center Coordinator, and other instructional support staff.



PIE-Idaho Falls Staff

Principal: The Principal is the instructional leader. ~~The Principal is responsible for personnel management, financial management, quality of educational programs, and general compliance, and an integral part of the structure of the school. The Principal will serve as the chief administrator in developing and implementing policies, programs, curriculum activities, and budgets in a manner that promotes the educational development of each student and the professional development of each staff member. The principal will be selected and evaluated based on the criteria set forth in the Idaho Standards for Effective Principals (see [Appendix F11: Standards For Effective Principals](#)).~~

Lead Teacher: The lead teacher is an experienced and successful teacher who leads by example among peers and demonstrates potential for leadership growth. The senior teacher will help with training new staff, creating PD with the Principal, and piloting new initiatives. The [Lead](#)

~~Teachers~~~~senior teacher~~ will also attend PD meetings and trainings with other Pathways In Education schools leadership.

Teacher: A teacher's duties are to ensure that students receive quality instruction, make educational progress, and reach their academic goals. PIE-Idaho Falls will have multiple Individualized Instruction Teachers, -Small Group Instruction Teachers, a Special Education teacher, and an ESL teacher.

Post-Secondary and Student Services Counselor (PSSSC): The PSSSC is responsible for providing counseling support to students, for identifying opportunities for students, as well as being the primary resource for students and teachers regarding post-secondary planning and options. They will help students become eligible for and knowledgeable about post-secondary options by meeting individually with students, using data, conducting workshops and designing activities to support students with their post-secondary plans. The PSSSC will also coordinate field trips to local colleges and career resources to maximize student exposure to potential opportunities.

Center Coordinator (CC): The Center Coordinator is a classified position primarily responsible for ensuring the day-to-day operations of the school and ensuring that everything is running efficiently. The Center Coordinator works closely with students and parents enrolling at Pathways In Education.

Compliance Coordinator: The Compliance Coordinator is a classified position to support staff and the school in the preparation of student files and maintaining data in all internal and external systems.

Key Qualities of Principal

The PIE-Idaho Falls principal will be critical to the success of the school. The principal will be an active and proactive instructional leader who is a role model for all stakeholders. The leadership qualities expected of the principal of Idaho Falls are based on research that ties principal quality and student outcomes.¹⁶ (insert footnote:)

PIE-Idaho Falls principal will:

- Shape a vision of academic success for all students based on high standards
- Create a climate hospitable to education so that safety, a cooperative spirit, and other foundations of fruitful interaction prevail
- Cultivate leadership in others so that teachers and other adults assume their parts in realizing the school vision
- Improve instruction to enable teachers to teach at their best and students to learn to their utmost

¹⁶ Krasnoff, Basha (2015). "Leadership Qualities of Effective Principals." *Northwest Comprehensive Center at Education Northwest*. Retrieved from <https://nwcc.educationnorthwest.org/sites/default/files/research-brief-leadership-qualities-effective-principals.pdf>

- Manage people, data and processes to foster school improvement

Roles of the Board of Directors and Administrators

The Principal will be the primary liaison between PMG and the PIE-Idaho Falls Board of Directors. He/she will provide regular updates to the Board at each of the meetings on school progress, achievements, and any issues that may arise. Through analysis of school achievement data, review of financial reports, and staff evaluations, the Principal in combination with PMG will decide on program changes and staffing. He/she will work closely with PMG’s school implementation team to accomplish all school start-up priorities, and to develop the staff at PIE-Idaho Falls. He/she will provide instructional support and evaluation of teachers and staff.

Roles/Responsibilities	Board of Directors	Principal/PMG
General	Governs the School	Advises the Board - Manages the School
Policy	Adopts	Suggests and Implements
Board Meetings	Leads	Serves as resource
Personnel	Establishes criteria, approves, or rejects	Interviews, recommends, hires, evaluates, promotes, trains
Community Relations	Creates a positive image for school	Creates a positive image for school, directs communications
Labor Relations	Provides guidelines	Monitors process within guidelines
Facilities	Develops policy on use of	Implements policy, writes procedures, makes recommendations

Evaluating the Principal

As the instructional leader of PIE-Idaho Falls, the principal affects the overall quality of teaching and learning. The purpose of a principal evaluation system is to support the principal's growth and development while simultaneously holding him or her accountable for student success. PIE-Idaho Falls’ Board of Directors will evaluate the Principal using the Idaho Principal Evaluation

Framework.¹⁷ The Board will complete the evaluation of the Principal once per year, as required by Idaho Code. The timeline of the evaluation will follow Idaho Code, and will be written out in policy adopted by the Board of Directors after the charter petition is approved.

Educational Services Provider

The PIE-Idaho Falls' Principal will work closely with the educational service provider, Pathways Management Group (PMG). PMG is a nonprofit, tax-exempt organization dedicated to growing a network of national charter schools with a vision of providing a comprehensive high school education program and support services to students who have dropped out of school, are at risk of dropping out of school, or are over-aged and/or under-credited. PMG's leadership team has a long history of providing education, fiscal, and academic, operational, and fiscal services to charter schools that serve an at-risk youth population and students who need an alternative education option. PMG's leadership team, which is comprised of individuals who provide direct leadership to PMG-managed schools, currently manages charter and contract schools that operate ten school sites across five states to serve thousands of highly mobile students each year. Last year, the PMG team provided support to the Pathways In Education schools to graduate over 450 students. PMG has been instrumental in improving at-risk students' quick recovery of academic credit and increasing these students' performance on state standardized tests.

For these reasons, as well as PMG's aforementioned years of demonstrated academic, operational, and fiscal responsibility, we have chosen PMG as an ideal Educational Service Provider for our program. In addition to managing other Pathways In Education schools, PMG also has a history of partnering with local school districts to offer support to students with the same levels of rigor and accountability as those adhered to by public high schools. An example of this is Pathways In Education-Nampa, a school that has been operating successfully in Nampa, Idaho since 2013, and which is authorized by the Nampa 131 School District. For more detailed evidence of this partnership, please see [Appendix F12: PIE-Nampa Continuous Improvement Plan](#), which contains the Combined District Plan (focused on Continuous Improvement, College & Career Advising, and Literacy Intervention) for the 2019-2020 school year. For additional evidence regarding PMG's record of fiscal efficiency & integrity, please see [Appendix F13: Audited Financial Statements for Other Pathways In Education Schools](#), which contains financial records for PIE-Nampa, PIE-Illinois, and PIE-Louisiana for the 2017-2018 school year.

Through combined efforts with the school implementation team, PMG will support school start-up priorities for PIE-Idaho Falls, and will help identify instructional and non-instructional staff. PMG will support PIE-Idaho Falls' Principal, and the Principal will supervise and support PIE-Idaho Falls' teachers and classified staff. PIE-Idaho Falls' Principal will work closely with PMG's Chief Academic Officer of Pathways In Education, the Director of Education Systems, and the

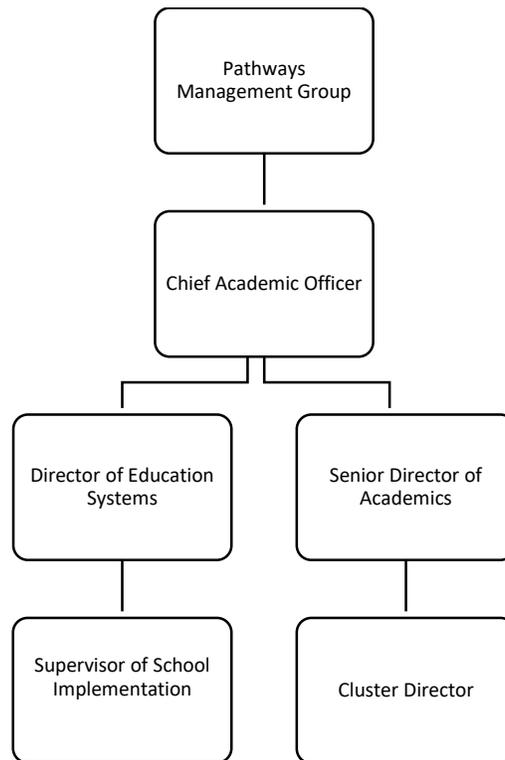
¹⁷ Idaho State Department of Education (2019). "Idaho Principal Evaluation Framework." Retrieved from <https://www.sde.idaho.gov/federal-programs/ed-effectiveness/files/professional-principals/Idaho-Principal-Evaluation-Framework.pdf>

assigned Supervisor of School Implementation (refer to PMG leadership roles in the organization chart below).

PMG will serve as the educational service provider for PIE-Idaho Falls. PMG will provide the following operational services to PIE-Idaho Falls:

- Human resources services
- Facilities identification, location, and acquisition of space for PIE-Idaho Falls learning sites
- Purchase and installation of technology
- Furnishing and maintenance of school sites
- Procurement of all necessary insurance, including personal and property damage insurance
- Budget and required financial reporting
- Provision of an academically rigorous educational program:
 - Coordination of curriculum development and selection
 - Effective use of PMG's model and curriculum, including instructional strategies
 - Professional development for all staff, including teacher and administrative training, and course assessments
 - Testing
 - Data-driven improvements to curriculum and instruction
- Human resources services
- Staff recruitment, screening, and hiring recommendations, as well as evaluation systems
- School administrative support, including facilities management
- Accounting and bookkeeping
- Assistance with compliance matters, including with the local school district and other state and federal agencies to which PIE-Idaho Falls is accountable
- Audit arrangements

The organization chart included below outlines the structure of Pathways Management Group:



Pathways Management Group (PMG) Staff:

Chief Academic Officer: The Chief Academic Officer oversees the complete management of Pathways In Education, including all of our charters and contracts.

Director of Education Systems: The Director of Education Systems ensures the instructional integrity of the Pathways In Education program while overseeing the implementation of rigorous, standards-aligned curriculum, state standards requirements, and staff development.

Senior Director of Academics: The Senior Director of Academics directly supervises all Pathways in Education schools nationwide and is responsible for the instructional direction for all Pathways In Education schools through effective and efficient operations of curriculum, instruction, assessment, special programs, and staff development.

Supervisor of School Implementation: During the planning year and the first 12-18 months, the Supervisor of School Implementation acts as the main liaison between PIE-Idaho Falls and PMG to ensure that the program is implemented with fidelity. Major responsibilities include mentoring the school leader, overseeing new staff training, and ensuring that curriculum and other instructional resources are available to students and staff.

Cluster Director: The Cluster Director oversees community and district relations over three to five Pathways in Education school sites. In this role, the Cluster Director works closely with the Principal to ensure that each Pathways In Education school is responsive to the unique needs of the community in which it is located and is performing at an acceptable level to meet State and Local Performance metrics.

PIE-Idaho Falls Board's Relationship with PMG

As a school committed to accountability, PIE-Idaho Falls' Board of Directors will oversee the school's operations and the performance of PMG. The Board of Directors will hold PMG to a high standard of management and hold PMG accountable for meeting the goals set forth in the charter. At the board meetings, the Board of Directors will survey the financial, operational, and academic performance of the school, including, but not limited to, assessing the performance of PMG as the management company. At these meetings, the Board of Directors will assess operating, financial, and academic results to ensure that such results are consistent with the school's strategic plans and mission. The Board will request plans for improving results in any key areas that fall short of expectations. School results will be regularly reviewed by the Board and school leadership during its regular board meetings, or more frequently as required to address any negative results quickly and efficiently.

PIE- Idaho Falls Board of Directors' expectation is that PMG will perform at the highest level possible, which is described in [Appendix F7: PIE-Idaho Falls/PMG Management Agreement](#). Failure to meet the terms of the management agreement are grounds for PIE-Idaho falls to terminate its contract with PMG. The Board will adopt a performance framework on which to annually evaluate the level of services provided by PMG, and PMG must meet the standards laid out in the framework, which consists of academic, financial and operational metrics. School-wide and student achievement results may include individual and school-wide outcomes on assessments, one-year graduation rates, credit attainment rates, student retention, etc. The board will discuss the ESP's performance regularly to determine the extent to which PMG is likely to meet each standard. If there are areas of concern with academic, fiscal, or operational performance, PIE-Idaho Falls will meet with PMG to remedy the issue(s). Interventions are listed in the management agreement and will be fleshed out before the management agreement is signed.

Section VI: Virtual and Blended Programs

Blended Learning

Blended learning is characterized as a style of education in which students learn via electronic and online media as well as traditional face-to-face teaching. PIE-Idaho Falls believes that learning best occurs through a variety of blended learning and instructional strategies and activities, driven by our core values of mutual trust, mutual respect, compassion, and integrity. Our mission, vision, and educational philosophy are derived from proven educational research that a personalized learning approach, coupled with creating an environment of strong personal relationships, fosters the best chance for at-risk students to succeed. With this understanding, online learning will be one of the three key modalities in which instruction occurs. [The other modalities are described in more detail in Section I.](#)

Our online curriculum accommodates various reading levels by utilizing a variety of technological features that lend themselves to effective instructional strategies including spoken text, transcripts of videos, interactive dictionaries, and the ability to have the text read to the student in Spanish if necessary. It is important to note that online learning is an option for students who are intrinsically motivated, as well as those with a greater inclination towards a digital presentation of content. The online courses do not ignore the significance of a person supporting the learner; instead, they provide the student with another option for accessing curriculum in addition to the brick-and-mortar school. The selection of the online learning option is negotiated with a teacher, and considers students learning styles, personal challenges, and online access. In addition, credentialed teachers will be available via the online platform to answer student questions, support learning, and provide feedback.

Online computer-based courses will provide instruction that can continuously adapt to the instructional needs of the enrolled student. Each student's level of understanding will be checked frequently as the student progresses through the coursework, and units will be re-taught when needed by the teacher. PIE-Idaho Falls will offer computer-based courses that utilize the Edmentum Digital Curriculum. Dr. Jeff McLeod, PhD of Edmentum, has described what sets his company's innovative, industry-leading educational software apart, "In designing Edmentum Courseware, instructional designers think in terms of seven partially overlapping yet distinct principles of effective instruction, each of which has a sound basis in theory and research: Constructivist Learning; Skills Mastery Focus; Practice; Real-World Applications; Rigor, Relevance, and Complexity; Multimodal Learning; and Passion, Perseverance, and Grit."¹⁸

The Edmentum platform provides instruction that can continuously adapt to the instructional needs of the enrolled student. PIE-Idaho Falls is confident that, when utilized in combination with our highly-trained teachers, the Edmentum curriculum will have a positive impact on student outcomes. According to recent research conducted by Century Analytics regarding Exact Path, an adaptive instruction and assessment tool offered by Edmentum, "This study evaluated the impact of Exact Path usage on the winter diagnostic assessment of student

¹⁸ McLeod, Jeff. (2017). *Research Base and Instructional Design of Edmentum Digital Curriculum*. Bloomington, IN: Edmentum, Inc.

achievement. Ensuring comparable groups at baseline with the fall diagnostic assessment, results reveal that students who complete Exact Path lessons in the learning progression assigned to them make statistically significant positive gains in achievement compared to students who do not complete any lessons. These results also suggest that Exact Path is targeting the skills that students need to develop in order to improve their reading, language arts, and math achievement.”¹⁹

PIE-Idaho Falls students will work on their computer-based coursework under the supervision of the student’s Individualized Instruction (IS) teacher. This teacher’s understanding of and knowledge about the student’s needs and abilities will enable him or her to personalize instruction as the student progresses through the online and traditional coursework. An example of this may include the teacher modifying an online lesson to better align with the student’s learning style; for example, ~~at the in our~~ existing Pathways In Education school in Nampa, ID, students struggling with math subjects are regularly assigned to work with an on-site math tutor that includes focused instruction. If the IS teacher or a school administrator determines that a student is not making adequate progress through the online coursework, the IS teacher or administrator may suggest the student be enrolled in a Small Group Instruction (SGI) course that meets the same requirement. SGI classes present content in a more traditional classroom setting.

New teachers at PIE-Idaho Falls will be required to complete a weeklong training that includes an extensive, one-day module that provides both technical training on how to use the Edmentum platform, as well as effective online teaching strategies. Topics covered in the technical training include trouble-shooting common technical difficulties that students experience; learning how to utilize platform tools like read aloud, highlighting, and language translation; and assigning, opening, and closing classes for students. Effective teaching strategies including establishing effective pacing standards, how to monitor student progress, and providing timely, effective feedback on online assignments.

Student-Student Interaction

Even though students are required to spend a minimum of two hours, two days a week at the school, most PIE students spend more time at the school sites. Other PIE programs have found students utilize more time at the sites if they are participating in an environment where support is available. Students interact with each other in SGI classes, clubs/groups, and experiential learning. Some examples of clubs/groups in Nampa are Pathways to Professionals, Gamer Club, Grit Club (social- emotional support), SWAT (schoolwide activities team) and Prism (LGBTQ). All students are eligible to participate in experiential learning programs, which include trips and college tours.

¹⁹ Century Analytics, Inc. and Edmentum, Inc. (2019, February 7). *Third-Party Research Demonstrates Positive Impacts of Edmentum Exact Path on Student Achievement* [Press release]. Retrieved from <https://www.marketwatch.com/press-release/third-party-research-demonstrates-positive-impacts-of-edmentum-exact-path-on-student-achievement-2019-02-07>

Data Collection/Attendance and Course Credit

Pathways In Education is deeply familiar with Idaho state requirements related to the reporting of attendance and course credit. Our school would use a model that would equate completing coursework with hours of instruction. This method has been reviewed and approved by ISDE for [the Pathways In Education](#) ~~our~~ school in Nampa, and it has worked well both in terms of logistics and student outcomes.

- PMG-managed schools have been using internally developed curriculum in the current Independent Study format since 2000. Small Group Instruction (SGI) and Online courses have both been in use since 2007 and 2009 respectively.
- All coursework (regardless of instructional modality) is divided into discrete units to ensure student proficiency in the content prior to the student progressing in the class. This breakdown allows for a benchmark of progress to be established so that the teacher can assess the work the student did and appraise any needs for additional support prior to the formative assessment being given. Once the student completes and passes this assessment, they may move on to the subsequent unit. If they do not pass, then additional support is given until the student demonstrates that they can pass the unit.
- Each one-semester course (1 Credit) is equivalent to 5 units of work.
 - The independent study and online curriculum was developed with the general guidelines of between 10-15 hours of independent work being required to complete a unit. This also assumes the ideal of steady progression through the work and the passing of all assessments the first time they are taken. This time is obviously lengthened as necessary if a student struggles with the material or if SPED support is required.
 - Also to be considered in the total instructional time are activities such as SGI classes, state test prep classes, state-mandated assessments, and interactions with support staff.
 - In addition to the independent work performed by the student to complete the unit, students are required to meet with their teacher at least twice per week, and to complete any unit assessments at the school campus. Some students require additional support and time to demonstrate proficiency in their coursework. This is especially true with core classes.
 - Considering all the factors that contribute to the student instructional experience, PMG uses the guideline of 20 hours of total qualified time per unit of work. In some cases, students may need to exceed this total to complete a unit and some students may need slightly less.

Monitoring Student Work

Monitoring student progress and ensuring that students are completing their own work is a fundamental part of our school's model in all three instructional modalities that we use. Students enrolled in our SGI classes are required to attend classes and complete work along

with their class cohort. In this modality, we still use completed units as a measure of attendance, but students work more hours at the school campus than they do at home. Students who are assigned guided independent study courses regularly meet with teachers to take exams and have their work checked for completeness and correctness. Since students cannot progress to the next unit without having their progress measured, our teachers can ensure that students are engaged with the work they complete at home.

We use a similar model with our Independent Study and online classes. Students are not allowed to simply complete credits with no interaction with their teacher. Teachers still consistently meet in person with students, and perform periodic checks for understanding as part of students' regular appointment times. They also monitor students' online progress both in terms of time spent and overall progress while they work to complete their units.

Learning Management System

The primary means of communication between teachers and students will take place during the required student appointments. During these appointments, teachers will have the opportunity to update students on progress towards monthly and yearly academic, post-secondary, and social-emotional goals. In order to ensure that teachers have up to date and accurate data, Pathways In Education - Idaho Falls will utilize StudentTrac, a Learning Management System (LMS) built to the specific requirements of Pathways In Education schools in order to track student progress on a weekly and monthly basis. Taking advantage of the unique way in which each semester of Pathways' classes are broken up into five units of work, teachers can accurately track a student's progress to ensure that their pace meets or exceeds graduation pace. If a student falls behind, the teacher can quickly identify the problem and assign interventions, schedule a parent meeting, or assemble an SSP, depending on the severity of the problem.

StudentTrac also provides teachers with a wealth of tools and reports to ensure that teachers can accurately assign needed classes, track progress for individual students as well as groups of students, track internal, state, and national standardized test performance, track attendance, and target students who need specific assistance based upon current or previous academic performance.

At the heart of these reporting functions is the Planning Guide. This guide allows teachers to input all of the courses that students have completed at previous schools in order to quickly identify areas of need or concern. This is especially important due to the fact that many of students that PIE-Idaho Falls is targeting are credit deficient or are lacking multiple core courses in relation to their age or grade level. The StudentTrac planning guide can assist teachers in quickly identifying these deficiencies so that remedial or makeup course can be assigned.

All standardized assessment data is also housed in StudentTrac, including ISAT, SAT, Access for ELLs, and Renaissance Star 360. This allows teachers to easily access testing results and analyze student performance based upon the courses and/or interventions assigned. On a school-wide

basis, analysis of standardized assessment and course assignment data will allow Pathways In Education Idaho Falls the opportunity to critically assess course and teacher effectiveness in order to continually improve the program.

Another key function of StudentTrac is the ability for teachers to print and share Student Progress Reports with both students and parents. Because a Pathways In Education teacher is responsible for all aspects of a student's educational program, these reports are a vital tool in illustrating a student's progress towards their academic goals. These reports can be shared on a weekly or monthly basis, based upon student and parent preference.



Pathways In Education-Idaho Falls

Appendices

Appendix A: Budgets and Facilities Options

Appendix A1: Financial Summary

IDAHO PUBLIC CHARTER SCHOOL COMMISSION

APPENDIX A: BUDGET TEMPLATE



Idaho Public Charter School Commission
304 North 8th Street, Room 242
Boise, Idaho 83702

Phone: (208) 332-1561
chartercommission.idaho.gov

Alan Reed, Chairman
Tamara Baysinger, Director

Financial Summary						
Worksheet Instructions: This page will auto-populate as you complete the Pre-Operational and Operational Budget tabs.						
Revenue						
Anticipated Enrollment for Each Scenario:						
	0	225	300	300	300	300
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 2 Budget	Year 3 Budget
Cash on Hand/ Other Revenue Sources	\$0.00	\$156,605.00	NA	NA	NA	\$0.00
Contributions/ Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loans	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Support	NA	\$445,192.00	\$494,658.00	\$494,658.00	\$494,658.00	\$494,658.00
Salary and Benefit Apportionment	NA	\$1,180,255.00	\$1,311,394.00	\$1,311,394.00	\$1,311,394.00	\$1,311,394.00
Transportation Allowance	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Distributions	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REVENUE TOTAL	500,000.00	\$1,625,447.00	\$1,806,052.00	\$1,806,052.00	\$1,806,052.00	\$1,806,052.00
Expenditures						
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals	\$72,485.00	\$1,147,350.57	\$1,147,350.57	\$1,147,350.57	\$1,147,350.57	\$1,147,350.57
Educational Program Totals	\$95,000.00	\$315,906.43	\$329,075.20	\$307,080.20	\$307,080.20	\$466,525.20
Technology Totals	\$30,750.00	\$2,100.00	\$2,100.00	\$4,000.00	\$4,000.00	\$8,300.00
Capital Outlay Totals	\$78,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board of Directors Totals	\$0.00	\$12,540.00	\$12,540.00	\$17,100.00	\$17,100.00	\$18,840.00
Facilities Totals	\$67,160.00	\$142,980.00	\$142,980.00	\$148,740.00	\$148,740.00	\$151,740.00
Transportation Totals	\$0.00	\$3,420.00	\$3,420.00	\$0.00	\$0.00	\$0.00
Nutrition Totals	\$0.00	\$1,150.00	\$1,150.00	\$700.00	\$700.00	\$700.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE TOTAL	343,395.00	\$1,625,447.00	\$1,638,615.77	\$1,624,970.77	\$1,624,970.77	\$1,793,455.77
OPERATING INCOME (LOSS)	156,605.00	\$0.00	\$167,436.23	\$181,081.23	\$181,081.23	\$12,596.23
PREVIOUS YEAR CARRYOVER		156,605.00	\$481,605.00	\$167,436.23	\$167,436.23	\$181,081.23
NET INCOME (LOSS)	156,605.00	\$0.00	\$167,436.23	\$181,081.23	\$181,081.23	\$12,596.23

Appendix A2: Pre-Opening Budget

Idaho Public Charter School Commission Charter Petition: Pre-Operational Budget		
Pre-Operational Revenue		
Line Item / Account	Budget	Assumptions / Details / Sources
Donations and Contributions		Only include secured funds. Sum all donations/contributions here. Provide documentation for each donation/contribution as appendices.
Loans	500,000.00	Include documentation that provides the lender, term, rate, and total principal.
Grants		Only include secured grants. Provide documentation of grantor, total amount, and any applicable restrictions or requirements.
Other Revenue		Include details and documentation as necessary.
REVENUE TOTAL	\$500,000.00	
Additional Notes or Details Regarding Revenues:		

Pre-Operational Expenditures

Section 1: Staffing			Assumptions / Details / Sources	
1a: CERTIFIED STAFF	FTE	Budget Amount		
Classroom Teachers				
Elementary Teachers				
Secondary Teachers	0.5	50,000.00	Principal six month prior to schools start . Assumption of \$100,000 annual salary	
Specialty Teachers				
Classroom Teacher Subtotals	0.5	50,000.00	Average classroom size: 300 students	
Special Education				
SPED Director / Coordinator				
Special Education Teacher				
Special Education Subtotals	0.0	-	Anticipated %Special Education Students:	
Other Certified Staff				
Lead Administrator				
Assistant Administrator				
Other Certified Staff Subtotals	0.0	-		
CERTIFIED STAFF TOTAL	0.5	50,000.00		

1b: CLASSIFIED STAFF			Assumptions / Details / Sources	
Position	FTE	Budget Amount		
Paraprofessionals- General				
Paraprofessionals- SPED				
Admin / Front Office Staff				
CLASSIFIED STAFF TOTAL	0.0	-		

1c: BENEFITS			Assumptions / Details / Sources	
Type	Rate	Budget Amount		
Retirement	11.32%	5,660.00	Based on PIE Nampa School, Retirement averages 11.32%of total Salary	
Workers comp	2.00%	1,000.00	Based on PIE Nampa School, Workers comp averages 2%of total Salary	
FICA/ Medicare	7.65%	3,825.00	Base on FICA/ Medicare rate	
Group insurance	22.00%	11,000.00	Based on PIE Nampa School, Group Insurance averages 22%of total Salary	
Paid time off (provide assumptions)	2.00%	1,000.00	Based on PIE Nampa School, PTO averages 2%of total Salary	
BENEFITS TOTAL		22,485.00		

CERTIFIED & CLASSIFIED STAFF TOTAL	50,000.00
TOTAL STAFF & BENEFITS TOTAL	72,485.00

Section 2: Educational Program		
2a: OVERALL EDUCATION PROGRAM COSTS	Budget	Assumptions / Details / Sources
Professional Development SPED Contract Services	12,000.00	Training for staff Types of anticipated SPED Contractors:
Other Contract Services (i.e. accounting, HR, management)		
Office Supplies	16,000.00	Based on PIE Nampa school amounts spent for Office Supplies during start-up
Membership Dues (if applicable)		
OVERALL EDUCATION PROGRAM TOTAL	28,000.00	
2b: ELEMENTARY PROGRAM	Budget	Assumptions / Details / Sources
Elementary Curriculum		
Elementary Instructional Supplies & Consumables		
Elementary Special Education Curricular Material		
Elementary Contract Services (provide assumption)		Types of anticipated Contractors:
ELEMENTARY PROGRAM TOTAL	-	
2c: SECONDARY PROGRAM	Budget	Assumptions / Details / Sources
Secondary Curriculum	67,000.00	Based on PIE Nampa school amounts spent during start-up
Secondary Instructional Supplies & Consumables		
Secondary Special Education Curricular Materials		
Secondary Contract Services (provide assumption)		Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	67,000.00	
EDUCATIONAL PROGRAM TOTAL	95,000.00	
Additional Notes or Details Regarding Educational Program Expenditures:		

Section 3: Technology		
Line Item / Account	Budget	Assumptions / Details / Sources
Internet Access	500.00	Based on PIE Nampa school amounts spent during start-up
Contract Services		
Technology Software & Licenses	2,000.00	Based on PIE Nampa school amounts spent during start-up
Computers for Staff Use	11,750.00	Based on PIE Nampa school amounts spent during start-up
Computers for Student Use	13,000.00	Based on PIE Nampa school amounts spent during start-up
Other Technology Hardware (i.e. document cameras, projectors, etc.)	3,500.00	Based on PIE Nampa school amounts spent during start-up
TECHNOLOGY TOTAL	30,750.00	
Additional Notes or Details Regarding Technology Expenditures:		

Section 4: Non-Facilities Capital Outlay		
Line Item / Account	Budget	Assumptions / Details / Sources
Furniture (school-wide)	78,000.00	Based on PIE Nampa school amounts spent during start-up
Kitchen Equipment (warming oven, salad bar, etc)		
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)		
CAPITAL OUTLAY TOTAL	78,000.00	
Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:		

Section 5: Board of Directors		
Line Item / Account	Budget	Assumptions / Details / Sources
Board Training		
Legal		
Insurance (property, liability, E & O, etc.)		
Audit		
BOARD OF DIRECTORS TOTAL	-	
Additional Notes or Details regarding Board of Directors Expenditures:		

Section 6: Facilities Details (consistent with facilities template)		
Line Item / Account	Budget	Assumptions / Details / Sources
Mortgage or Lease	64,800.00	6 months of rent at \$3,300 per month. In addition, 6%Debt Service to Building Hope for Building and Improvements of \$1,500,000.
Construction / Remodeling (if applicable)		
Repairs and Maintenance	1,000.00	Based on PIE Nampa school amounts spent during start-up for leasehold improvements
Facilities Maintenance Contracts (i.e. snow removal, lawn care, custodial, security, etc.)		Based on PIE Nampa school historical information
Utilities (i.e. gas, electric, water, etc.)	1,000.00	Based on PIE Nampa school amounts spent during start-up
Phone	360.00	Phone for 6 months
Other Facilities Related Costs (specify)		
FACILITIES TOTAL	67,160.00	
Additional Notes or Details Regarding Facilities Expenditures:		

Section 7: Transportation		
Line Item / Account	Budget	Assumptions / Details / Sources
Daily Transportation		
Special Transportation (i.e. SPED, field trips, etc)		
Other Transportation Costs (specify)		
TRANSPORTATION TOTAL	\$0.00	
Additional Notes or Details Regarding Transportation Expenditures:		

Section 8: Nutrition		
Line Item / Account	Budget	Assumptions / Details / Sources
Food Costs		
Non-Food Costs		
OTHER TOTAL	-	
Additional Notes or Details Regarding Transportation Expenditures:		

Section 9: Other Expenditures		
Line Item / Account	Budget	Assumptions / Details / Sources
OTHER TOTAL	-	
Additional Notes or Details Regarding Transportation Expenditures:		

Appendix A3: 3-Year Operating Budget/Break-Even Year 1

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 notes specific to start-up costs (details, sources, etc.) in the Assumptions column.					
Operational Revenue					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Anticipated Enrollment for Each Scenario:	250	300	300	300	Percentage of enrollment number. Expected enrollment is 300. Enrollment for break-even year is 250
Cash on Hand	\$156,605.00		NA	NA	Secured funds only; include documentation
Donations and Contributions					Secured funds only; include documentation
Loans					Include documentation for lender, term, rate, and total principal and interest.
Grants					Provide documentation and details.
Entitlement	\$445,192.00	\$494,658.00	\$494,658.00	\$494,658.00	Attach the M & O Revenue Template
Salary and Benefit Apportionment	\$1,160,255.00	\$1,311,394.00	\$1,311,394.00	\$1,311,394.00	Attach the M & O Revenue Template
Transportation Allowance					
Special Distributions	NA	NA	NA	NA	From the SDE Special Distributions Doc.
Charter School Facilities					Virtual schools include SDE worksheet
Content and Curriculum					
Continuous Improvement Plans and Training					
Gifted Talented					
Leadership Premiums					
IT Staffing					
Math and Science Requirement					
Professional Development					
Strategic Planning					
Technology (e.g. iPads)					
Advanced Opportunities					secondary schools only
College and Career Advisors/ Mentors					secondary schools only
Literacy Proficiency	NA	NA	NA	NA	
Limited English Proficient (LEP)	NA	NA	NA	NA	
School Facilities (Lottery)	NA	NA	NA	NA	
REVENUE TOTAL	\$1,782,052.00	\$2,287,657.00	\$1,806,052.00	\$1,806,052.00	

Operational Expenditures											
Section 1: Staffing											
1a: CERTIFIED STAFF	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources		
	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Classroom Teachers	9.0	646,000.00	9.00	646,000.00	9.00	646,000.00	9.00	646,000.00	9.00	646,000.00	9 FT positions. Please see Staffing Plan for details.
Elementary Teachers											
Secondary Teachers											
Specialty Teachers											
Classroom Teacher Subtotals	9.00	646,000.00	9.00	646,000.00	9.00	646,000.00	9.00	646,000.00	9.00	646,000.00	Average classroom size: Instruction will take place as one-on-one between student and teacher, or small group instruction of 10-15 students. Please see Staffing Plan for details.
Special Education											
SPED Director											
Special Education Teacher	1.0	70,000.00	1.00	70,000.00	1.00	70,000.00	1.00	70,000.00	1.00	70,000.00	
Special Education Subtotals	1.00	70,000.00	1.00	70,000.00	1.00	70,000.00	1.00	70,000.00	1.00	70,000.00	Anticipated % Special Education Students: 10%
Other Certified Staff											
Lead Administrator											
Assistant Administrator											
Other Certified Staff Subtotals	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	
CERTIFIED STAFF TOTAL	10.00	716,000.00	10.00	716,000.00	10.00	716,000.00	10.00	716,000.00	10.00	716,000.00	
1b: CLASSIFIED STAFF											
Position											
Paraprofessionals- General											
Paraprofessionals- SPED											
Admin / Front Office Staff	1.0	33,440.00	1.00	33,440.00	1.00	33,440.00	1.00	33,440.00	1.00	33,440.00	1 FT Position. Please see Staffing Plan for detail.
Other - Compliance Coordinator	1.0	42,000.00	1.00	42,000.00	1.00	42,000.00	1.00	42,000.00	1.00	42,000.00	1 FT Position. Please see Staffing Plan for detail.
CLASSIFIED STAFF TOTAL	2.00	75,440.00	2.00	75,440.00	2.00	75,440.00	2.00	75,440.00	2.00	75,440.00	
1c: BENEFITS											
Type											
Retirement	11.32%	89,591.01	11.32%	89,591.01	11.32%	89,591.01	11.32%	89,591.01	11.32%	89,591.01	Based on PIE Nampa School. Retirement averages 11.32% of Total Salary
Workers comp/ FICA/ Medicare	9.65%	76,373.96	9.65%	76,373.96	9.65%	76,373.96	9.65%	76,373.96	9.65%	76,373.96	WC Projected to be 2% of Salaries. Social Security 6.2% Medicare 1.45%
Group Insurance (Medical/Dental)	22.00%	174,116.80	22.00%	174,116.80	22.00%	174,116.80	22.00%	174,116.80	22.00%	174,116.80	Based on PIE Nampa School. Group Insurance averages 22% of Total Salary
Paid Time off (Provide assumptions)	2.00%	15,828.80	2.00%	15,828.80	2.00%	15,828.80	2.00%	15,828.80	2.00%	15,828.80	Based on PIE Nampa School. PTO averages 2% of Total Salary
BENEFITS TOTAL		355,910.57		355,910.57		355,910.57		355,910.57		355,910.57	
CERTIFIED & CLASSIFIED STAFF TOTAL		791,440.00		791,440.00		791,440.00		791,440.00		791,440.00	
TOTAL STAFF & BENEFITS TOTAL		1,147,350.57		1,147,350.57		1,147,350.57		1,147,350.57		1,147,350.57	

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Attachment A3: A3 - Operational Budgets

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	450.00	450.00	1,400.00	1,400.00		
SPED Contract Services	31,680.00	31,680.00	31,680.00	31,680.00	The annual cost represents staff management, provision of training, professional development, as well as compliance with state and federal laws. This cost assumption is based on PIE Nampa historical information.	
Membership Dues	-	-	855.00	900.00	Based on PIE Nampa school historical information	
Authorizer Fee	11,700.00	11,700.00	11,700.00	11,700.00	Estimated authorization fee from Idaho PCSO	
Other Contract Services (i.e. accounting, HR, management)	182,544.70	180,605.20	180,605.20	180,605.20	Contract with Pathways Management Group to provide Accounting, HR and Management Services with a fee of 10% of Revenue	
Office Supplies	6,000.00	6,000.00	6,000.00	10,800.00	Based on PIE Nampa school historical information	
OVERALL EDUCATION PROGRAM TOTAL	212,374.70	230,435.20	232,240.20	237,085.20		
2b: ELEMENTARY PROGRAM						
Elementary Curriculum						
Elementary Instructional Supplies & Consumables						
Elementary Special Education Curricular Materials						
Elementary Contract Services						
ELEMENTARY PROGRAM TOTAL	-	-	-	-		
2c: SECONDARY PROGRAM						
Secondary Curriculum	94,891.73	90,000.00	60,000.00	120,000.00	Based on PIE Nampa school historical information	
Secondary Instructional Supplies & Consumables	5,040.00	5,040.00	4,740.00	4,440.00	Based on PIE Nampa school historical information	
Secondary Special Education Curricular Materials	3,600.00	3,600.00	10,100.00	105,000.00	Types of anticipated Contractors	
Secondary Contract Services (provide assumption)	103,531.73	98,640.00	74,840.00	229,440.00		
SECONDARY PROGRAM TOTAL	315,906.43	329,075.20	307,080.20	466,525.20		
EDUCATIONAL PROGRAM TOTAL						
Additional Notes or Details Regarding Educational Program Expenditures:						

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Attachment A3: A3 - Operational Budgets

Section 3: Technology						
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources	
Internet Access	1,800.00	1,800.00	1,800.00	1,800.00	Based on PIE Nampa school historical information	
Contracted Services					Include details.	
Technology Software & Licenses	125.00	125.00	1,400.00	1,500.00	Based on PIE Nampa school historical information	
Computers for Staff Use	173.00	173.00	800.00	5,000.00	Based on PIE Nampa school historical information	
Computers for Student Use						
Other Technology Hardware (i.e. document cameras, projectors, etc.)						
TECHNOLOGY TOTAL	2,100.00	2,100.00	4,000.00	8,300.00		
Additional Notes or Details Regarding Technology Expenditures:						

Section 4: Non-Facilities Capital Outlay						
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources	
Furniture (school-wide)						
Kitchen Equipment (warming oven, salad bar, etc)						
Other Capital Outlay (i.e. library, kitchen small wares, maint enance equipment, etc.)						
CAPITAL OUTLAY TOTAL	-	-	-	-		
Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:						

Section 5: Board of Directors						
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources	
Board Training						
Legal	2,040.00	2,040.00	6,600.00	8,340.00		
Insurance (property, liability, E & O, etc.)						
Audit	10,500.00	10,500.00	10,500.00	10,500.00		
BOARD OF DIRECTORS TOTALS	12,540.00	12,540.00	17,100.00	18,840.00		
Additional Notes or Details Regarding Board of Directors Expenditures:						

Section 6: Facilities Details (consistent with facilities template)						
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources	
Mortgage or Lease	129,600.00	129,600.00	129,600.00	129,600.00	12 months of rent at \$3,300 per month. In addition, 6%Debt Service to Building Hope for Building and Improvements of \$1,500,000.	
Construction / Remodeling (if applicable)						
Repairs and Maintenance	4,440.00	4,440.00	9,600.00	12,000.00	Based on PIE Nampa school historical information	
Facilities Maintenance Contracts (i.e. snow removal, trash, lawn care, custodial, security, etc.)						
Utilities (i.e. gas, electric, water, etc.)	6,000.00	6,000.00	6,600.00	7,200.00	Based on PIE Nampa school historical information	
Phone	2,940.00	2,940.00	2,940.00	2,940.00	Based on PIE Nampa school historical information	
Other Facilities Related Costs (specify)						
FACILITIES TOTAL	142,980.00	142,980.00	148,740.00	151,740.00		
Additional Notes or Details Regarding Facilities Expenditures:						

Section 7: Transportation						
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources	
Daily Transportation	\$3,420.00	\$3,420.00			Based on PIE Nampa school historical information	
Special Transportation (i.e. SPED, field trips, etc)						
Other Transportation Costs (specify)						
TRANSPORTATION TOTAL	\$3,420.00	\$3,420.00	\$0.00	\$0.00		
Additional Notes or Details Regarding Transportation Expenditures:						

Section 8: Nutrition Program						
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources	
Food Costs	1,150.00	1,150.00	700.00	700.00	Based on PIE Nampa school historical information	
Non-Food Costs						
NUTRITION TOTAL	1,150.00	1,150.00	700.00	700.00		
Additional Notes or Details Regarding Other Expenditures:						

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	
OTHER TOTAL	-	-	-	-		
Additional Notes or Details Regarding Other Expenditures:						

Appendix A4: Cash Flow Projections & Staff Listing

Cash Flow Operational Year 1														
Year 1														
	Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total
Student Enrollment Capacity	300													
Revenue	0													\$0.00
Donations and Contributions	0													\$0.00
Loans	0													\$0.00
Grants	0													\$0.00
Entitlement	494,658	\$123,664.50	\$153,343.98			\$59,358.96			\$98,931.60			\$49,465.80		\$484,764.84
Salary and Benefit Apportionment	1,311,394	\$327,848.50	\$406,532.14			\$157,367.28			\$262,278.80			\$131,139.40		\$1,285,166.12
Transportation Allowance	0													\$0.00
Special Distributions	0													\$0.00
Total Revenue	\$1,806,052.00	\$451,513.00	\$559,876.12	\$0.00	\$0.00	\$216,726.24	\$0.00	\$0.00	\$361,210.40	\$0.00	\$0.00	\$180,605.20	\$0.00	\$1,789,930.96
Expenditures														
Salaries and Benefits	1,147,950.57	\$95,612.55	\$95,612.55	\$95,612.55	\$95,612.55	\$95,612.55	\$95,612.55	\$95,612.55	\$95,612.55	\$95,612.55	\$95,612.55	\$95,612.55	\$95,612.55	\$1,147,950.57
Education Program	329,075.20	\$27,422.93	\$27,422.93	\$27,422.93	\$27,422.93	\$27,422.93	\$27,422.93	\$27,422.93	\$27,422.93	\$27,422.93	\$27,422.93	\$27,422.93	\$27,422.93	\$274,229.20
Technology Totals	2,100.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$1,750.00
Capital Outlay Totals	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
Board of Directors	12,540.00	\$992.92	\$992.92	\$992.92	\$992.92	\$992.92	\$992.92	\$992.92	\$992.92	\$992.92	\$992.92	\$992.92	\$992.92	\$11,915.00
Facilities	42,885.00	\$11,915.00	\$11,915.00	\$11,915.00	\$11,915.00	\$11,915.00	\$11,915.00	\$11,915.00	\$11,915.00	\$11,915.00	\$11,915.00	\$11,915.00	\$11,915.00	\$119,150.00
Transportation	\$3,420.00	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$3,420.00
Nutrition	1,150.00	\$95.83	\$95.83	\$95.83	\$95.83	\$95.83	\$95.83	\$95.83	\$95.83	\$95.83	\$95.83	\$95.83	\$95.83	\$958.30
Other	-													\$0.00
Total Expenditures	\$1,638,615.77	\$136,499.23	\$136,499.23	\$136,499.23	\$136,499.23	\$136,499.23	\$136,499.23	\$136,499.23	\$136,499.23	\$136,499.23	\$136,499.23	\$136,499.23	\$136,499.23	\$1,637,990.77
Cash Flow														
Operational Cash Flow		\$315,013.77	\$423,376.89	(\$136,499.23)	(\$136,499.23)	\$80,227.01	(\$136,499.23)	(\$136,499.23)	\$224,711.17	(\$136,499.23)	(\$136,499.23)	\$44,105.97	(\$136,499.23)	\$131,940.19
Cash on Hand	155,605.00	\$471,616.77	\$894,995.66	\$756,496.43	\$621,997.20	\$702,224.21	\$565,724.98	\$429,225.75	\$653,936.91	\$517,437.68	\$380,936.45	\$425,044.42	\$288,545.19	\$1,750,000.00
Cash End of Period	\$156,605.00	\$471,616.77	\$894,995.66	\$756,496.43	\$621,997.20	\$702,224.21	\$565,724.98	\$429,225.75	\$653,936.91	\$517,437.68	\$380,936.45	\$425,044.42	\$288,545.19	\$1,750,000.00

Idaho Falls Staff Listing

Certificated Positions

	Salary	Incentive
Principal \$78,000-\$100,000 \$15,000 incentive	\$ 100,000	\$ 15,000
5 Teachers \$38,000-\$55,000 \$9000 incentive	\$ 275,000	\$ 45,000
S/GI ELA \$41,000-\$61,000 \$9000 incentive	\$ 61,000	\$ 9,000
S/GI Math \$43,000-\$65,000 \$9000 incentive	\$ 65,000	\$ 9,000
Student Advisor \$38,000-\$58,000 Incentive \$9000	\$ 58,000	\$ 9,000
	<u>\$ 559,000</u>	<u>\$ 87,000</u>

\$ 646,000

1 SPED Teacher	\$ 61,000	\$ 9,000
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Classified Positions

Center Coordinator \$12.00- \$15.50 \$1200 incentive	\$ 32,240	\$ 1,200
Compliance Coordinator \$30,000-\$42,000 Incentive N/A	\$ 42,000	
	<u>\$ 74,240</u>	<u>\$ 1,200</u>

\$ 75,440

Appendix A5: Facility Options

Attachment A5: Facility Options Submitted: 10/2019 [PATHWAYS IN EDUCATION - IDAHO FALLS]

IDAHO PUBLIC CHARTER SCHOOL COMMISSION
PETITION FACILITY OPTIONS TEMPLATE
◆ ◆ ◆ ◆ ◆

Idaho Public Charter School Commission
304 North 8th Street, Room 242
Boise, Idaho 83702

Phone: (208) 332-1561
chartercommission.idaho.gov

New Charter Petition Facility Option 1						
Location Address	2249 E. 17 th Street, Idaho Falls, ID 83404					
Facility Information	Anticipate Move-In Date	August 1, 2021	Facility Type	Space in an outdoor mall.	Facility Status	Likely
Budget Location	Yes. This information is reflected in the budget template in the Rent section.			Year 1 Budget Only		
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:	Muscell Construction				
	Physical Address of Home Office:	320 11 Ave. St. Nampa, ID 83686				
	Website Address:	http://muscellconstruction.com/				
	Company Contact:	Mike Muscell				
	Company Contact Phone Number:	(208) 466-3331				

Additional Information - Facility Option 1

This is a large 13,340 square foot building centrally located in the Centennial Square shopping area of Idaho Falls. There is ample parking and a lot of street visibility. There is a monument sign giving additional visibility. This location is about a 7-minute walk from the Grand Teton Mall bus stop on the Yellow Line for students that need to take the bus to school. One main entrance and exit is great for safely regulating the influx of students, staff, and guests. Typically, in a space like this, our lease allows us to hang a large eyebrow sign as well as include our school name on the monument sign. Also, typically, when we rent a non-freestanding location, we pay a certain percentage of our rent to Common Area Maintenance charges. These fees paid usually pay for snow removal, landscaping, and a variety of other structural elements such as roof and some plumbing and HVAC.

Facility Option 1 - Details

Pathways plans on working with Building Hope and Mussell Construction to provide a preliminary cost estimate for this 13,340 square foot build out. The school is going out to bid for another contractor to find if this option is the best. If it is, the school will work with Mussell Construction to move forward after the charter is approved with an estimated completion date of June 2021.

Description of Start-Up Costs	Cost Estimate (Refer to appropriate documentation in Attachments)	Responsible Party (Board or Name of Contractor)
Land purchase (if applicable)	N/A	
Land development (include grading, utilities, etc.)	N/A	
Parking, curb, lighting (if applicable)	N/A	
Permits and applicable studies (as applicable)		
Delivery and set up of modular units (if applicable)	N/A	
Remodel estimate (if applicable)	N/A	
Other		
Total One-Time Costs	\$0	
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment		
Lease term	\$41,197.92	
Interest rate	N/A	
Rate escalator (if applicable, please describe)	We are obligated by our lease to pay a portion of the property taxes that may increase annually. <u>Typically, there is an annual increase of 3% a year in rent.</u>	
In which operating year does the school intend to purchase (if option to purchase is applicable)	<u>We do not have any intention at this time to purchase this property. However, we will ask for our landlord to include a right of first refusal so after our 5 year term is over, we will have the first opportunity to buy the building.</u>	
Capitalization rate at purchase (if applicable)		
Other	N/A	

Pathways In Education-Idaho Falls will work with Building Hope to identify a property. Building Hope will be responsible for purchase, construction, and buildout of the property. PIE-Idaho Falls will then lease that property with the potential to buy after a 5-year lease. In option 1, the board would use a combination of loans from Building Hope for an agreed upon PRI (interest rate at), to develop and build out the 13,340 square feet of building, pay for set up costs, and secure up to \$100,000 for Furniture, Fixtures, and Equipment.

New Charter Petition Facility Option 2

Location Address	3242 S. Woodruff Avenue, Idaho Falls, ID 83404				Available for rent <u>or purchase</u>
Facility Information	Anticipate Move-In Date	August 1, 2020	Facility Type	Stand-alone building approximately 9k sq. ft.	Facility Status
Budget Location	Yes.				
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:	Mussell Construction			
	Physical Address of Home Office:	320 11 Ave. St. Nampa, ID 83686			
	Website Address:	http://mussellconstruction.com/			
	Company Contact:	Mike Mussell			
	Company Contact Phone Number:	(208) 466-3331			

Attachment A5: Facility Options Submitted: 10/2019 [PATHWAYS IN EDUCATION - IDAHO FALLS]

In which operating year does the school intend to purchase (if option to purchase is applicable)	Year 5
Capitalization rate at purchase (if applicable)	N/A
Other	
<p>Pathways In Education-Idaho Falls will work with Building Hope and Mussell to assess the financial needs to build out this property. Building Hope will be responsible for purchase, construction, and buildout of the property. PIE-Idaho Falls will lease the property and possibly buy the building in the 5th year of operation. In option 2, the board would use a combination of loans from Building Hope for a future determined PRI (interest rate an agreed upon %percentage rate) to purchase the 9,000 square feet building.</p> <p>This option includes completing a remodel of the current primary care facility.</p> <p>The amount also secures \$100,000 for Furniture, Fixtures, and Equipment.</p>	

Appendix B: Articles of Incorporation and Corporate Bylaws

Articles of Incorporation

**ARTICLES OF INCORPORATION
OF PATHWAYS IN EDUCATION – IDAHO FALLS, INC.
An Idaho Nonprofit Corporation**

I.

The name of the Corporation is Pathways in Education – Idaho Falls, Inc. an Idaho Nonprofit Corporation

II.

The specific purpose of this Corporation is to engage in charitable and educational purposes.

III.

The name and address of the corporation's initial agent for service of process is:

Chris Yorgason, Esq.

Yorgason Law Offices, PLLC

6200 N. Meeker Place Boise, ID 83713

IV.

The board of directors shall consist of no fewer than five (5) members. The names and addresses of the initial board of directors are:

Monica Bitrick

5110 Eaglewood Dr.

Idaho Falls, ID 83401

Drey V. Campbell

7451 Bay Meadows Dr.

Nampa, ID 83687

Jessica James

1074 Tipi St.

Pocatello, ID 83202

Hailey R. Mack

2945 Talmage St.

Ammon, ID 83406

Katie N. Rodenbaugh
796 W. Steeple View Dr.
Eagle, ID 83616

V.

The name and address of this corporation's incorporator is as follows:

Chris Yorgason, Esq.
Yorgason Law Offices, PLLC
6200 N. Meeker Place Boise, ID 83713

VI.

The mailing address of the corporation is as follows:

320 North Halstead St. Suite 280
Pasadena, CA 91107

~~VII.~~

~~The corporation does have one voting member, Education in Motion, Inc., a California Nonprofit Public Benefit Corporation.~~

VIII.

Upon the dissolution or winding up of the corporation, 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 charting 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.

~~its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed pursuant to Idaho Code §33-5212 and otherwise to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for public purposes. Any such assets not so disposed of shall be disposed of by the Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated~~

~~exclusively for such purposes.~~

IXVIII.

A. The corporation is organized and shall be operated exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law, the "Code"), as amended.

B. No part of the net earnings of the corporation shall inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable and educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue law.

C. No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of or in opposition to any candidate for public office.

Signed: _____

Incorporator

Articles of Incorporation (Filed)



0003654391



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ARTICLES OF INCORPORATION (NONPROFIT)
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$30.00 - Make Checks Payable to Secretary of State

For Office Use Only
-FILED-
 File #: 0003654391
 Date Filed: 10/24/2019 10:47:32 AM

B0386-6247 10/24/2019 10:50 AM Received by ID Secretary of State Lawrence Denney

Articles of Incorporation (Nonprofit)	
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee \$30)
Article 1: Corporation Name	Entity name
	Pathways in Education - Idaho Falls, Inc.
Article 2: Effective Date	The corporation shall be effective
	when filed with the Secretary of State.
Article 3: Purpose	The purpose for which the corporation is organized is:
	Educational
Article 4: Voting Members:	The corporation
	does not have voting members.
Article 5: Asset Distribution on Dissolution	Upon dissolution the assets shall be distributed:
	other asset distribution: Upon the dissolution or winding up of the corporation, 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 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. Any remaining assets shall be distributed to another 501(c)(3) educational organization.
Article 6: IRS Designation	Is this nonprofit a 501(c)3?
	Yes
	501(c)3 purpose for which the corporation is organized:
	A. The corporation is organized and shall be operated exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law, the "Code"), as amended. B. No part of the net earnings of the corporation shall inure to the benefit of any director, officer or member thereof or to the benefit of any private person. C. No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of or in opposition to any candidate for public office.
Article 7: The mailing address of the corporation shall be:	Mailing Address
	320 N HALSTEAD ST STE 280 PASADENA, CA 91107-3117



Article 8: Registered Agent Name and Address Registered Agent		COGENCY GLOBAL INC. Commercial Registered Agent Physical Address 921 S ORCHARD ST STE G BOISE, ID 83705 Mailing Address 921 S ORCHARD ST STE G BOISE, ID 83705																		
Article 9: Incorporator Name(s) and Address(es)																				
<table border="1"> <thead> <tr> <th>Name</th> <th>Incorporator Address</th> </tr> </thead> <tbody> <tr> <td>Chris Yorgason</td> <td>6200 N MEEKER PLACE 200 BOISE, ID 83713</td> </tr> </tbody> </table>		Name	Incorporator Address	Chris Yorgason	6200 N MEEKER PLACE 200 BOISE, ID 83713															
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The Articles of Incorporation must be signed by at least one Incorporator.																				
<u>Chris Yorgason</u> Chris Yorgason		<u>10/24/2019</u> Date																		

B0386-6248 10/24/2019 10:50 AM Received by ID Secretary of State Lawrence Denney

Corporate Bylaws

**BYLAWS
OF
PATHWAYS IN EDUCATION – IDAHO FALLS, INC.
An Idaho Nonprofit Corporation**

ARTICLE I PURPOSE

The purpose of the Corporation shall be to engage in charitable and educational purposes.

ARTICLE II OFFICES

Section 1. PRINCIPAL OFFICES. The Corporation’s principal office shall be located at such place in Bonneville County, Idaho or elsewhere as the Board of Directors (the “Board”) shall from time to time determine. The Board is granted full power and authority to change the location of the Corporation’s principal office.

Section 2. OTHER OFFICES. The Board of Directors or the President may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

ARTICLE III DEDICATION OF ASSETS

This Corporation’s assets are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or Officer of the Corporation. Liquidation or dissolution shall be conducted pursuant to Idaho Code §33-5212. ~~On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).~~ Inasmuch, as the purpose of the Corporation shall be to further educational interests only, by the end of each of the Corporation’s fiscal years, and after payments of all debts and liabilities of the Corporation, the Corporation shall expend all of its net income with the exception of a reserve not to exceed 3% to 5% on endeavors that benefit similar alternative educational students including, but not limited to scholarships, buildings for classrooms or aid instruction. The management and oversight of the processes and procedures for such expenditures may be delegated by the Corporation to any management company with which it contracts for management services. Said contributions shall be made no less frequently than four times per year.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. MANAGEMENT. The Board shall manage the business and affairs of the Corporation. The powers of the Corporation shall be exercised by the Board except as otherwise authorized by statute, the Articles of Incorporation and these Bylaws. No Director of the Corporation shall simultaneously serve as an Officer of the Corporation or any entity of which the Corporation is a Member.

Section 2. NUMBER OF DIRECTORS. The authorized number of Directors shall be ~~three~~ five (~~3~~5) unless changed by a duly adopted amendment to these Bylaws.

Section 3. APPOINTMENT AND TERM OF DIRECTORS.

~~Upon adoption of these Bylaws, the Board of Directors shall be constituted of the existing four voting members of the Board of Directors, plus one additional non-voting Director to be recommended by the Board of Trustees of Idaho Falls School District, to be appointed by vote of the majority (51 percent) of the existing four members of the Board of Directors. The non-voting Director position shall terminate at the end of the first year following adoption of these Bylaws. After the end of the first year following adoption of these Bylaws, the number of Directors shall be subject to Article IV, Section 2 above.~~ Directors shall be appointed for a term of one (1) year. Each Director, including a Director appointed to fill a vacancy, shall hold office until the expiration of the term for which appointed and until a successor has been appointed, or until such Director's term is reduced by a vote of all the Directors.

For each term after the first year following adoption of these Bylaws, the Board of Directors shall be constituted of five voting members who shall be appointed for the following term as follows:

No later than sixty (60) days prior to the expiration of the Directors' term:

~~One~~ Three (~~1~~3) Directors shall be appointed by PMG

~~One (1) Director may be recommended by the Board of Trustees of Idaho Falls School District, who may be appointed by vote of the Directors in office as follows:~~

The Board shall accept up to six (6) nominations, ~~three~~ four of which shall be the ~~three~~ four incumbent Directors other than those appointed by PMG, unless any of such incumbents decline such nomination. ~~If the incumbent Director recommended by the Board of Trustees of Idaho Falls School District declines such nomination, the Board of Trustees of Idaho Falls School District may recommend an alternate Director.~~ The Directors in office shall vote on appointment of ~~three~~ four (~~3~~4) Directors by casting three votes. No Director may vote for himself or herself. The nominees receiving the greatest number of votes shall be appointed as Directors for the following term. In the event there remains a vacancy following the vote, the

Directors then in office shall vote again for the remaining nominees by casting three votes. No Director may vote for himself or herself.

A vacancy or vacancies shall be deemed to exist in the event of the death, resignation or removal of any Directors, or if the Board of Directors removes a Director for cause, defined as a dereliction in the performance of his/her duties, mental incapacity, engages in conduct that adversely affects the reputation or integrity of the charter school, or is convicted of a misdemeanor or felony. In the event of a vacancy of the Director appointed by Pathways Management Group, Inc., the vacancy shall be filled by appointment by Pathways Management Group, Inc. ~~In the event of a vacancy of the Director appointed by Albertsons Foundation, the vacancy shall be filled by appointment by Albertsons Foundation.~~

Notwithstanding anything to the contrary in this section, all Director appointments shall be in compliance with Idaho Code 33-5206(10)(b).

Any Director may resign effective on giving written notice to the President, the Vice President, the Secretary, the Treasurer, or the Board of Directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a Director is effective at a future time, the Board of Directors may designate a successor to take office when the resignation becomes effective.

Section 4. CONFLICTS OF INTEREST. No member of the Board of Directors shall vote on any matter or transaction concerning or with any individual, entity or matter with such Director has, or within the twelve-month period preceding the vote had, any substantial ownership, employment, fiduciary contractual or creditor relationship (any such matter or transaction is hereinafter referred to as a "Conflict"). Each Director shall disclose in writing all Conflicts to the Board of Directors prior to the discussion of the underlying matter or transaction by the Board of Directors and shall draw to the attention of the Board of Directors such Conflict at any subsequent meetings at which such matter or transaction is discussed. Following such disclosure, a Director shall be entitled to take part in the discussions of the Board of Directors concerning such matter or transaction and shall be considered in determining whether a quorum is present, but shall not be entitled to vote on the applicable matter or transaction. The question of whether a Conflict exists shall, in the absence of certainty, be determined by the vote of a majority of disinterested directors present at the meeting called for the purpose of discussing the transaction nor matter to which the Conflict relates.

Section 5. RESTRICTIONS ON INTERESTED PERSONS AS DIRECTORS. No Director shall own any interest in any vendor or other third party entity with which the Corporation engages in any business or contractual relationship of any kind.

Section 6. REMOVAL OF DIRECTOR. A Director may be removed from the Board by a vote of a minimum of 2/3 (66 percent) vote of all voting members (not just a quorum of those present) of the Board of Directors pursuant to Section 3 of this Article IV. No vote for removal of a Director may take place unless any vacancies in the Board of Directors have been filled. A Director who is subject to a vote of removal may not vote.

Section 7. POWERS. Subject to the provisions of the Idaho Non-Profit Corporation Law and these Bylaws, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. Without prejudice to this general grant of power, and subject to the provisions of the Idaho Non-Profit Corporation Law and these Bylaws, the voting Directors shall have the power to:

- (a) Remove and replace the President of the Corporation by a minimum of 2/3 (66 percent) vote of all voting members (not just a quorum of those present) of the Board for cause, defined as a dereliction in the performance of his/her duties, mental incapacity, engages in conduct that adversely affects the reputation or integrity of the charter school, or is convicted of a misdemeanor or felony;
- (b) Prescribe any powers and duties for the Officers of the Corporation that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and require from them security for faithful service;
- (c) Approve indemnification of Directors, Officers, employees and agents;
- (d) Amend the Articles of Incorporation and/or Bylaws;
- (e) Change the principal executive office or the principal business office of the Corporation in the State of Idaho from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or without the State of Idaho; and designate any place within or without the State of Idaho for the holding of any meeting or meetings, including annual meetings;
- (f) Adopt, make, and use a corporate seal and alter the form of the seal;
- (g) Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;
- (h) Ratify contracts for acquisition of any interest in real property and major contracts, defined as a contract which significantly encumbers the assets of the Corporation.
- (i) Delegate the management of the activities of the Corporation to a nonprofit or for profit management organization, or to any other qualified persons, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors and subject to the requirements set forth in Section 1 of Article IX, below. In accordance with Idaho Code §335206(10)(d), the Corporation shall be held responsible for the academic, fiscal, and organizational operations and outcomes. The non-voting Director shall have all of the same rights and obligations as voting Directors, however, the non-voting Director shall have no right to vote nor to be included for purposes of determining a quorum.

Section 8. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the Board of Directors may be held at any place within the State of Idaho as designated from time to time by resolution of the Board. In the absence of any such designation, regular meetings shall be held at the principal place of business in Idaho. Special meetings of the Board shall be held at any place within Idaho as designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal place of business in Idaho. Any meeting, regular or special, may be held by conference telephone or similar communications equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at the meeting. Each meeting shall be conducted by one Director on a rotating basis.

Section 9. ANNUAL MEETING. The Board of Directors shall hold an annual meeting each year on a date and at a time designated by the President or Board of Directors. The date designated shall be within five (5) months after the end of the fiscal year of the Corporation, which is June 30, and within fifteen (15) months of the last annual meeting. At each such meeting, any business to come before the Board may be conducted, including election of Officers. If the day of the scheduled meeting falls on a legal holiday, then the meeting shall be held at the same time and place on the next succeeding business day.

Section 10. OTHER REGULAR MEETINGS. Other regular meetings of the Board of Directors shall be held at such times and places as shall be fixed by the Board of Directors.

Section 11. SPECIAL MEETING. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by, the President of the Corporation or a majority (51 percent) of the Board of Directors. Notice of special meetings shall comply with the Open Meeting Laws, Idaho Code §74-201, *et seq.*, and may be given by first class mail, delivered personally or by telephone, facsimile or other electronic communication.

Section 12. NOTICE OF MEETINGS. All meetings of the Board of Directors shall comply with the Open Meeting Laws, Idaho Code §74-201, *et seq.*

Section 13. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE. Notice of any meeting requiring a notice shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the Directors at the address of each Director appearing on the books of the Corporation or given by the Director to the Corporation for the purpose of notice. If no such address appears on the Corporation's books or is given, notice shall be deemed to have been given if sent to that Director by first-class mail or telegraphic or other written communication to the Corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication. If any notice addressed to a Director at the address of that Director appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to

indicate that the United States Postal Service is unable to deliver the notice to the Director at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Director on written demand of the Director at the principal executive office of the Corporation for a period of one (1) year from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice of any Directors' meeting shall be executed by the Secretary or assistant secretary of the Corporation giving the notice, and shall be filed and maintained in the minute book of the Corporation.

Section 14. WAIVER OF NOTICE OF MEETING. Notice of a meeting need not be given to a Director who signs a waiver of notice or a written consent to hold the meeting, or who signs an approval of the minutes of such meeting. Notice need not be given to a Director who attends the meeting without protest, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 15. QUORUM. A majority (51 percent) of the authorized number of voting Directors then in office shall constitute a quorum for the transaction of business, except to adjourn, as provided in Section 20. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, except as may be provided by law or in these Bylaws.

Section 16. ELIGIBILITY TO VOTE. Subject to the Idaho Nonprofit Corporation Act, Directors in good standing on the record date shall be entitled to vote at any meeting of the Directors, unless the Director is designated a non-voting Director.

Section 17. MANNER OF VOTING. Voting may be by voice or by ballot.

Section 18. NUMBER OF VOTES. Each Director to vote may cast one vote on each matter submitted to a vote of the Directors.

19. APPROVAL BY MAJORITY VOTE. Except as otherwise provided in these Bylaws, if a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be deemed the act of the Members unless the vote of a greater number, or voting by classes, is required by Idaho Nonprofit Public Benefit Corporation Law or by the Articles of Incorporation. During the first year, should a tie vote arise, the vote of the Director presiding at the meeting where such vote is taking place shall constitute the deciding vote. For each term after the first year following adoption of these Bylaws, motions shall only pass with a majority vote of the quorum present at the board meeting, as defined in Article IV, Section 15. In the event of a tie vote, the motion does not pass. A motion that does not pass does not preclude the board from voting on the same motion at a future board meeting.

Section 20. ADJOURNMENT. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting.

Section 21. FEES AND COMPENSATION OF DIRECTORS. Directors shall not receive compensation for their services, but may be reimbursed for reasonable expenses incurred in connection with their service as Directors.

ARTICLE V OFFICERS

Section 1. OFFICERS. The Officers of the Corporation shall be a President, Vice President, Secretary, and a Treasurer. Any number of offices may be held by the same person except as otherwise provided in the Articles of Incorporation or these Bylaws. Notwithstanding anything to the contrary in this section, the office of president and treasurer shall be in compliance with Idaho Code 33-5206(10)(b).

Section 2. ELECTION OF OFFICERS. The Officers of the Corporation, except for the President of the Corporation, shall be appointed by the President of the Corporation.

Section 3. REMOVAL AND RESIGNATION OF OFFICERS. Any officer may be removed by the President of the Corporation for cause, defined as a dereliction in the performance of his/her duties, mental incapacity, engages in conduct that adversely affects the reputation or integrity of the charter school, or is convicted of a misdemeanor or felony. Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect on the date of receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 4. VACANCY IN THE OFFICE OF THE PRESIDENT. A vacancy in the office of the President because of death, resignation, removal, disqualification or any other cause shall be immediately filled in the following succession: Vice President, Secretary and Treasurer, until such time as the Board of Directors appoints a new President of the Corporation pursuant to Article IV, Section 7.

Section 5. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors, the President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the affairs of the Corporation. He or she shall have the general powers and duties of management usually vested in the office of President of the Corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 6. VICE PRESIDENTS. The Vice Presidents shall have such powers and perform such duties as from time to time may be prescribed for them respectively by the Board of Directors or the Bylaws, and the President. In the absence or disability of the President, the Vice Presidents, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President.

Section 7. SECRETARY. The Secretary shall keep or cause to be kept, at the principal executive office of the Corporation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Members or Directors, with the time and place of holding such meeting, whether regular or special, and, if special, how authorized, the notice given, the names of those present.

The Secretary shall keep or shall cause to be kept, at the principal office, a copy of the Articles of Incorporation.

The Secretary shall give, or cause to be given, notice and minutes of all meetings of the Members and the Board of Directors required by the Bylaws or by law to be given, and shall keep the seal of the Corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 8. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account shall at all reasonable times be open to inspection by any Director. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

Section 9. FEES AND COMPENSATION OF OFFICERS. Officers of the Corporation shall not receive compensation for their services, but may be reimbursed for reasonable expenses incurred in connection with their service as Officers.

ARTICLE VI INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

The Corporation shall, to the maximum extent permitted by Idaho Nonprofit Corporation Law, hold harmless and defend each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the Corporation if such person was found by the Board to be acting in good faith and in a manner such person reasonably believed

to be in the best interests of the Corporation, and, in case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. For purposes of this Section, an "agent" of the Corporation includes any person or entity who is or was a Member, Director, Officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Member, Director, Officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise, or was a Director, Officer, employee, or agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

ARTICLE VII RECORDS AND REPORTS

Section 1. MAINTENANCE AND INSPECTION OF BYLAWS. The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of Idaho, at its principal business office in this state, the original or a copy of the Bylaws as amended to date. The Corporation's annual tax returns shall also be available for public inspection at the Corporation's principal office during regular business hours.

Section 2. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the Members and the Board of Directors, shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 3. MEMBERS' RIGHT TO INSPECT ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any Member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Members and the Board of Directors, at any reasonable time for a purpose reasonably related to the Member's interest as a Member. Any such inspection and copying may be made in person or by the Member's agent or attorney, and the right to inspection includes the right to copy and make extracts of documents. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 4. INSPECTION BY DIRECTORS. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation, and the records of any subsidiary of the Corporation. This inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 5. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the Corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the Corporation as of the end of each such period, that has

been prepared by the Corporation shall be kept on file in the principal executive office of the Corporation.

Section 6. ANNUAL REPORT. The Board shall cause an annual report to be sent to the Directors within 120 days after the end of the Corporation's fiscal year. The report shall contain the following information, in appropriate detail:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds;

(c) The Corporation's revenue or receipts, both restricted and unrestricted to particular purposes;

(d) The Corporation's expenses or disbursements for both general and restricted purposes; and

(e) An independent accountants' report, or if none, the certificate of an authorized Officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

The requirement of an annual report shall not apply if the Corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors who requests it in writing.

Section 7. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all Directors, or as a separate report if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each Director a statement of any transaction or indemnification of the following kind:

(a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (b) in which an "interested person" had a direct or indirect material financial interest, and (c) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an interested person is either:

(1) Any Director or Officer of the Corporation, its parent or subsidiary (but mere common Directorship shall not be considered such an interest; or

(2) Any holder of more than ten percent (10%) of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction, and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any Officer or Director of the Corporation under Article VII of these Bylaws.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board of Directors or within the agency power of an Officer, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Idaho Nonprofit Corporation Law shall govern the construction of these Bylaws. The Corporation shall, however, be governed by a Board of Directors and any reference in said laws to "Directors" or to the "Board of Directors" shall be deemed to refer to said Board of Directors. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a Corporation and a natural person.

ARTICLE IX

CONTRACTS WITH AND LOANS TO MEMBERS, DIRECTORS, AND OFFICERS

Section 1. CONTRACTS WITH DIRECTORS AND OFFICERS. No Director of this Corporation nor any other corporation, firm, association or other entity in which one or more of this Corporation's Officers have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this Corporation or any corporation in which this Corporation is a member or holds any ownership interest.

No Officer of this Corporation nor any other corporation, firm, association or other entity in which one or more of this Corporation's Officers have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this Corporation or any corporation in which this Corporation is a member or holds any ownership interest unless (a) the material facts regarding the Officer's financial interests in such contract or transaction regarding such common officership or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all Directors of the Board prior to the Board's consideration of such contractor transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose; (c) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous

arrangement with reasonable effort under the circumstances; and, (d) the Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction is entered into.

Section 2. LOANS TO MEMBERS, DIRECTORS, OFFICERS. The Corporation shall not lend any money or property to or guarantee the obligation of any Member, Director, or Officer without the approval of the Idaho Attorney General; provided, however, that the Corporation may advance money to a Member, Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Member, Director, or Officer would be entitled to reimbursement for such expenses by the Corporation.

ARTICLE X AMENDMENTS

New Bylaws may be adopted or these Bylaws may be amended or repealed only by vote of 85 percent of all members (not just a quorum of those present) of the Board of Directors, except that amendment of the Articles of Incorporation or these Bylaws required by a change of law shall be by a vote of the majority (51 percent) of the Board of Directors.

ARTICLE XI WINDING UP AND DISSOLUTION

Section 1. PROCEDURE. This Public Charity may be wound up and dissolved upon a super majority vote of the Board of Directors. A super majority vote shall require a minimum of seventy percent (70%) of all the Board of Directors.

Section 2. DISTRIBUTION OF ASSETS. Upon the dissolution or winding up of the corporation, 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.

~~The assets of the Corporation shall be distributed and allocated as provided pursuant to Idaho Code §33-5212. Any Corporation assets not distributed as provided above shall be distributed to such tax-exempt charitable organizations as may meet the general objectives and mission of the Corporation, or to a community foundation or other charitable organization which will carry out the Corporation's mission, in such manner as the Board of Directors deems reasonable and appropriate. Such termination and dissolution shall be subject to and bound by all then applicable rules of the Internal Revenue Code, and with such approval and consent as may be required by the Internal Revenue Service.~~

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of PATHWAYS IN EDUCATION – IDAHO FALLS, INC.; and

(2) That the foregoing Bylaws, comprising thirteen (13) ~~seventeen (17)~~ pages, constitute the Bylaws of such corporation as duly adopted by the incorporator as of the ____ day of _____, 2019.

IN WITNESS WHEREOF, I have hereto subscribed my name this ____ day of _____, ~~2016~~2019

Secretary, PATHWAYS IN EDUCATION – IDAHO FALLS, INC.

Corporate Bylaws (Executed)

**BYLAWS
OF
PATHWAYS IN EDUCATION – IDAHO FALLS, INC.
An Idaho Nonprofit Corporation**

ARTICLE I

PURPOSE

The purpose of the Corporation shall be to engage in charitable and educational purposes.

ARTICLE II

OFFICES

Section 1. PRINCIPAL OFFICES. The Corporation’s principal office shall be located at such place in Bonneville County, Idaho or elsewhere as the Board of Directors (the “Board”) shall from time to time determine. The Board is granted full power and authority to change the location of the Corporation’s principal office.

Section 2. OTHER OFFICES. The Board of Directors or the President may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

ARTICLE III

DEDICATION OF ASSETS

This Corporation’s assets are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or Officer of the Corporation. Liquidation or dissolution shall be conducted pursuant to Idaho Code §33-5212. Inasmuch, as the purpose of the Corporation shall be to further educational interests only, by the end of each of the Corporation’s fiscal years, and after payments of all debts and liabilities of the Corporation, the Corporation shall expend all of its net income with the exception of a reserve not to exceed 3% to 5% on endeavors that benefit similar alternative educational students including, but not limited to scholarships, buildings for classrooms or aid instruction. The management and oversight of the processes and procedures for such expenditures may be delegated by the Corporation to any

management company with which it contracts for management services. Said contributions shall be made no less frequently than four times per year.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. MANAGEMENT. The Board shall manage the business and affairs of the Corporation. The powers of the Corporation shall be exercised by the Board except as otherwise authorized by statute, the Articles of Incorporation and these Bylaws. No Director of the Corporation shall simultaneously serve as an Officer of the Corporation or any entity of which the Corporation is a Member.

Section 2. NUMBER OF DIRECTORS. The authorized number of Directors shall be five (5) unless changed by a duly adopted amendment to these Bylaws.

Section 3. APPOINTMENT AND TERM OF DIRECTORS.

Directors shall be appointed for a term of one (1) year. Each Director, including a Director appointed to fill a vacancy, shall hold office until the expiration of the term for which appointed and until a successor has been appointed, or until such Director's term is reduced by a vote of all the Directors. For each term after the first year following adoption of these Bylaws, the Board of Directors shall be constituted of five voting members who shall be appointed for the following term as follows:

No later than sixty (60) days prior to the expiration of the Directors' term:

One (1) Directors shall be appointed by PMG

The Board shall accept up to six (6) nominations, four of which shall be the four incumbent Directors other than those appointed by PMG, unless any of such incumbents decline such nomination. The Directors in office shall vote on appointment of four (4) Directors by casting four votes. No Director may vote for himself or herself. The nominees receiving the greatest number of votes shall be appointed as Directors for the following term. In the event there remains a vacancy following the vote, the Directors then in office shall vote again for the remaining nominees by casting three votes. No Director may vote for himself or herself.

A vacancy or vacancies shall be deemed to exist in the event of the death, resignation or removal of any Directors, or if the Board of Directors removes a Director for cause, defined as a dereliction in the performance of his/her duties, mental incapacity, engages in conduct that adversely affects the reputation or integrity of the charter school, or is convicted of a misdemeanor or felony. In the event of a vacancy of the Director appointed by Pathways Management Group, Inc., the vacancy shall be filled by appointment by Pathways Management Group, Inc. Notwithstanding anything to the contrary in this section, all Director appointments shall be in compliance with Idaho Code 33-5206(10)(b).

Any Director may resign effective on giving written notice to the President, the Vice President, the Secretary, the Treasurer, or the Board of Directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a Director is effective at a future time, the Board of Directors may designate a successor to take office when the resignation becomes effective.

Section 4. CONFLICTS OF INTEREST. No member of the Board of Directors shall vote on any matter or transaction concerning or with any individual, entity or matter with such Director has, or within the twelve-month period preceding the vote had, any substantial ownership, employment, fiduciary contractual or creditor relationship (any such matter or transaction is hereinafter referred to as a "Conflict"). Each Director shall disclose in writing all Conflicts to the Board of Directors prior to the discussion of the underlying matter or transaction by the Board of Directors and shall draw to the attention of the Board of Directors such Conflict at any subsequent meetings at which such matter or transaction is discussed. Following such disclosure, a Director shall be entitled to take part in the discussions of the Board of Directors concerning such matter or transaction and shall be considered in determining whether a quorum is present, but shall not be entitled to vote on the applicable matter or transaction. The question of whether a Conflict exists shall, in the absence of certainty, be determined by the vote of a majority of disinterested directors present at the meeting called for the purpose of discussing the transaction nor matter to which the Conflict relates.

Section 5. RESTRICTIONS ON INTERESTED PERSONS AS DIRECTORS. No Director shall own any interest in any vendor or other third party entity with which the Corporation engages in any business or contractual relationship of any kind.

Section 6. REMOVAL OF DIRECTOR. A Director may be removed from the Board by a vote of a minimum of 2/3 (66 percent) vote of all voting members (not just a quorum of those present) of the Board of Directors pursuant to Section 3 of this Article IV. No vote for removal of a Director may take place unless any vacancies in the Board of Directors have been filled. A Director who is subject to a vote of removal may not vote.

Section 7. POWERS. Subject to the provisions of the Idaho Non-Profit Corporation Law and these Bylaws, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. Without prejudice to this general grant of power, and subject to the provisions of the Idaho Non-Profit Corporation Law and these Bylaws, the voting Directors shall have the power to:

- (a) Remove and replace the President of the Corporation by a minimum of 2/3 (66 percent) vote of all voting members (not just a quorum of those present) of the Board for cause, defined as a dereliction in the performance of his/her duties, mental incapacity, engages in conduct that adversely affects the reputation or integrity of the charter school, or is convicted of a misdemeanor or felony;
- (b) Prescribe any powers and duties for the Officers of the Corporation that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and require from them security for faithful service;
- (c) Approve indemnification of Directors, Officers, employees and agents;
- (d) Amend the Articles of Incorporation and/or Bylaws;
- (e) Change the principal executive office or the principal business office of the Corporation in the State of Idaho from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or without the State of Idaho; and designate any place within or without the State of Idaho for the holding of any meeting or meetings, including annual meetings;

- (f) Adopt, make, and use a corporate seal and alter the form of the seal;
- (g) Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;
- (h) Ratify contracts for acquisition of any interest in real property and major contracts, defined as a contract which significantly encumbers the assets of the Corporation.
- (i) Delegate the management of the activities of the Corporation to a nonprofit or for profit management organization, or to any other qualified persons, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors and subject to the requirements set forth in Section 1 of Article IX, below. In accordance with Idaho Code §335206(10)(d), the Corporation shall be held responsible for the academic, fiscal, and organizational operations and outcomes. The non-voting Director shall have all of the same rights and obligations as voting Directors, however, the non-voting Director shall have no right to vote nor to be included for purposes of determining a quorum.

Section 8. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the Board of Directors may be held at any place within the State of Idaho as designated from time to time by resolution of the Board. In the absence of any such designation, regular meetings shall be held at the principal place of business in Idaho. Special meetings of the Board shall be held at any place within Idaho as designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal place of business in Idaho. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at the meeting. Each meeting shall be conducted by one Director on a rotating basis.

Section 9. ANNUAL MEETING. The Board of Directors shall hold an annual meeting each year on a date and at a time designated by the President or Board of Directors. The date designated shall be within five (5) months after the end of the fiscal year of the Corporation, which is June 30, and within fifteen (15) months of the last annual meeting. At each such meeting, any business to come before the Board may be conducted, including election of Officers. If the day of the scheduled meeting falls on a legal holiday, then the meeting shall be held at the same time and place on the next succeeding business day.

Section 10. OTHER REGULAR MEETINGS. Other regular meetings of the Board of Directors shall be held at such times and places as shall be fixed by the Board of Directors.

Section 11. SPECIAL MEETING. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by, the President of the Corporation or a majority (51 percent) of the Board of Directors. Notice of special meetings shall comply with the Open Meeting Laws, Idaho Code §74-201, *et seq.*, and may be given by first class mail, delivered personally or by telephone, facsimile or other electronic communication.

Section 12. NOTICE OF MEETINGS. All meetings of the Board of Directors shall comply with the Open Meeting Laws, Idaho Code §74-201, *et seq.*

Section 13. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE. Notice of any meeting requiring a notice shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the Directors at the address of each Director appearing on the books of the Corporation or given by the Director to the Corporation for the purpose of notice. If no such address appears on the Corporation's books or is given, notice shall be deemed to have been given if sent to that Director by first-class mail or telegraphic or other written communication to the Corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

If any notice addressed to a Director at the address of that Director appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Director at that

address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Director on written demand of the Director at the principal executive office of the Corporation for a period of one (1) year from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice of any Directors' meeting shall be executed by the Secretary or assistant secretary of the Corporation giving the notice, and shall be filed and maintained in the minute book of the Corporation.

Section 14. WAIVER OF NOTICE OF MEETING. Notice of a meeting need not be given to a Director who signs a waiver of notice or a written consent to hold the meeting, or who signs an approval of the minutes of such meeting. Notice need not be given to a Director who attends the meeting without protest, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 15. QUORUM. A majority (51 percent) of the authorized number of voting Directors then in office shall constitute a quorum for the transaction of business, except to adjourn, as provided in Section 20. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, except as may be provided by law or in these Bylaws.

Section 16. ELIGIBILITY TO VOTE. Subject to the Idaho Nonprofit Corporation Act, Directors in good standing on the record date shall be entitled to vote at any meeting of the Directors, unless the Director is designated a non-voting Director.

Section 17. MANNER OF VOTING. Voting may be by voice or by ballot.

Section 18. NUMBER OF VOTES. Each Director to vote may cast one vote on each matter submitted to a vote of the Directors.

Section 19. APPROVAL BY MAJORITY VOTE. Except as otherwise provided in these Bylaws, if a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be deemed the act of the Members unless the vote of a greater number, or voting by classes, is required by Idaho

Nonprofit Public Benefit Corporation Law or by the Articles of Incorporation. During the first year, should a tie vote arise, the vote of the Director presiding at the meeting where such vote is taking place shall constitute the deciding vote. For each term after the first year following adoption of these Bylaws, motions shall only pass with a majority vote of the quorum present at the board meeting, as defined in Article IV

Section 15. In the event of a tie vote, the motion does not pass. A motion that does not pass does not preclude the board from voting on the same motion at a future board meeting.

Section 20. ADJOURNMENT. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting.

Section 21. FEES AND COMPENSATION OF DIRECTORS. Directors shall not receive compensation for their services, but may be reimbursed for reasonable expenses incurred in connection with their service as Directors.

ARTICLE V

OFFICERS

Section 1. OFFICERS. The Officers of the Corporation shall be a President, Vice President, Secretary, and a Treasurer. Any number of offices may be held by the same person except as otherwise provided in the Articles of Incorporation or in these Bylaws. Notwithstanding anything to the contrary in this section, the office of president and treasurer shall be in compliance with Idaho Code 33-5206(10)(b).

Section 2. ELECTION OF OFFICERS. The Officers of the Corporation, except for the President of the Corporation, shall be appointed by the President of the Corporation.

Section 3. REMOVAL AND RESIGNATION OF OFFICERS. Any officer may be removed by the President of the Corporation for cause, defined as a dereliction in the performance of his/her duties, mental incapacity, engages in conduct that adversely affects the reputation or integrity of the charter school, or is convicted of a misdemeanor or felony. Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect on the date of receipt of that notice or at any later time specified in that notice; and, unless otherwise

specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 4. VACANCY IN THE OFFICE OF THE PRESIDENT. A vacancy in the office of the President because of death, resignation, removal, disqualification or any other cause shall be immediately filled in the following succession: Vice President, Secretary and Treasurer, until such time as the Board of Directors appoints a new President of the Corporation pursuant to Article IV, Section 7.

Section 5. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors, the President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the affairs of the Corporation. He or she shall have the general powers and duties of management usually vested in the office of President of a Corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 6. VICE PRESIDENTS. The Vice Presidents shall have such powers and perform such duties as from time to time may be prescribed for them respectively by the Board of Directors or the Bylaws, and the President. In the absence or disability of the President, the Vice Presidents, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President.

Section 7. SECRETARY. The Secretary shall keep or cause to be kept, at the principal executive office of the Corporation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Members or Directors, with the time and place of holding such meeting, whether regular or special, and, if special, how authorized, the notice given, the names of those present.

The Secretary shall keep or shall cause to be kept, at the principal office, a copy of the Articles of Incorporation.

The Secretary shall give, or cause to be given, notice and minutes of all meetings of the Members and the Board of Directors required by the Bylaws or by law to be given, and shall keep

the seal of the Corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 8. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account shall at all reasonable times be open to inspection by any Director. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

Section 9. FEES AND COMPENSATION OF OFFICERS. Officers of the Corporation shall not receive compensation for their services, but may be reimbursed for reasonable expenses incurred in connection with their service as Officers.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

The Corporation shall, to the maximum extent permitted by Idaho Nonprofit Corporation Law, hold harmless and defend each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the Corporation if such person was found by the Board to be acting in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation, and, in case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. For purposes of this Section, an "agent" of the Corporation includes any person or entity who is or was a Member, Director, Officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Member, Director, Officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise, or was a Director, Officer, employee, or agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

ARTICLE VII

RECORDS AND REPORTS

Section 1. MAINTENANCE AND INSPECTION OF BYLAWS. The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of Idaho, at its principal business office in this state, the original or a copy of the Bylaws as amended to date. The Corporation's annual tax returns shall also be available for public inspection at the Corporation's principal office during regular business hours.

Section 2. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the Members and the Board of Directors, shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation. The

minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 3. MEMBERS' RIGHT TO INSPECT ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any Member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Members and the Board of Directors, at any reasonable time for a purpose reasonably related to the Member's interest as a Member. Any such inspection and copying may be made in person or by the Member's agent or attorney, and the right to inspection includes the right to copy and make extracts of documents. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 4. INSPECTION BY DIRECTORS. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation, and the records of any subsidiary of the Corporation. This inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 5. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the Corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the Corporation as of the end of each such period, that has been prepared by the Corporation shall be kept on file in the principal executive office of the Corporation.

Section 6. ANNUAL REPORT. The Board shall cause an annual report to be sent to the Directors within 120 days after the end of the Corporation's fiscal year. The report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The Corporation's revenue or receipts, both restricted and unrestricted to particular purposes;

(d) The Corporation's expenses or disbursements for both general and restricted purposes; and

(e) An independent accountants' report, or if none, the certificate of an authorized Officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

The requirement of an annual report shall not apply if the Corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors who requests it in writing.

Section 7. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all Directors, or as a separate report if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each Director a statement of any transaction or indemnification of the following kind:

(a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (b) in which an "interested person" had a direct or indirect material financial interest, and (c) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an interested person is either:

(1) Any Director or Officer of the Corporation, its parent or subsidiary (but mere common Directorship shall not be considered such an interest; or

(2) Any holder of more than ten percent (10%) of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction, and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any Officer or Director of the Corporation under Article VII of these Bylaws.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board of Directors or within the agency power of an Officer, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Idaho Nonprofit Corporation Law shall govern the construction of these Bylaws. The Corporation shall, however, be governed by a Board of Directors and any reference in said laws to "Directors" or to the "Board of Directors" shall be deemed to refer to said Board of Directors. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a Corporation and a natural person.

ARTICLE IX

CONTRACTS WITH AND LOANS TO MEMBERS, DIRECTORS, AND OFFICERS

Section 1. CONTRACTS WITH DIRECTORS AND OFFICERS. No Director of this Corporation nor any other corporation, firm, association or other entity in which one or more of this Corporation's Officers have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this Corporation or any corporation in which this Corporation is a member or holds any ownership interest.

No Officer of this Corporation nor any other corporation, firm, association or other entity in which one or more of this Corporation's Officers have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this Corporation or any corporation in which this Corporation is a member or holds any ownership interest unless (a) the material facts regarding the Officer's financial interests in such contract or transaction regarding such common officership or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all Directors of the Board prior to the Board's consideration of such contractor transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose; (c) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and, (d) the Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction is entered into.

Section 2. LOANS TO MEMBERS, DIRECTORS, OFFICERS. The Corporation shall not lend any money or property to or guarantee the obligation of any Member, Director, or Officer without the approval of the Idaho Attorney General; provided, however, that the Corporation may advance money to a Member, Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Member, Director, or Officer would be entitled to reimbursement for such expenses by the Corporation.

ARTICLE X AMENDMENTS

New Bylaws may be adopted or these Bylaws may be amended or repealed only by vote of 85 percent of all members (not just a quorum of those present) of the Board of Directors,

except that amendment of the Articles of Incorporation or these Bylaws required by a change of law shall be by a vote of the majority (51 percent) of the Board of Directors.

ARTICLE XI
WINDING UP AND DISSOLUTION

Section 1. PROCEDURE. This Public Charity may be wound up and dissolved upon a super majority vote of the Board of Directors. A super majority vote shall require a minimum of seventy percent (70%) of all the Board of Directors.

Section 2. DISTRIBUTION OF ASSETS. Upon the dissolution or winding up of the corporation, 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 charting 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.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of PATHWAYS IN EDUCATION – IDAHO FALLS, INC.; and

(2) That the foregoing Bylaws, comprising sixteen (16) pages, constitute the Bylaws of such corporation as duly adopted by the incorporator as of the 23 day of October, ~~2016~~ 2019. -KR

IN WITNESS WHEREOF, I have hereto subscribed my name this 23 day of October, 2019



Secretary, PATHWAYS IN EDUCATION –
IDAHO FALLS, INC.

Appendix C: Board of Directors and Petitioning Group

Monica J. Bitrick

Professional Objective

Senior level executive management professional with extensive experience that includes operations management, human management, non-profit management, and financial controls for regional and national multi-million dollar corporations. Offer knowledge of enterprise level to small business operations management with assertive approach to executing special human resources and operations oversight. Well versed in the coordination of efforts with senior management to achieve near and long-term operations and human resources management goals. Skilled in streamlining processes while maintaining policy integrity and adhering to internal controls guidelines.

Education

BOISE STATE UNIVERSITY

Boise, ID

2000 - 2005

- Bachelors in Business Administration in General Business Management
- Bachelors in Business Administration in HR Management.
- 9 credits needed to obtain Spanish Minor with an Emphasis on Business

Professional Experience

IDAHO FALLS YMCA

Idaho Falls, ID

August 2016 - Present

Chief Executive Officer

Provide strategic leadership to Idaho Falls YMCA mission and guides operational and programmatic excellence. Lead programs, funds, and community development. Empower and mentor staff, and provides them with the opportunity to continue to make a difference in the lives of individuals in Eastern Idaho. Working with the Board and staff of 150 people, manage an annual operating budget of \$1.2M, comprised of diverse revenue streams. Create opportunities for staff to generate and vet innovative ideas, which will positively impact the sustainability of the organization. Externally, an advocate for the YMCA as being the visible, community-involved face of the organization, fostering collaborations with community stakeholders, including donors, and public and private partners.

Responsibilities:

- Provide leadership to staff through the establishment of goals and objectives; develops administrative and operational standards by which goals will be met; and holds staff accountable to goals.
- Manage continued cultural and operational change as the organization carries its mission and vision forward.
- Ensure, as chief spokesperson, that the Idaho Falls YMCA and its mission, programs, and services are consistently presented across diverse communities in a positive manner to relevant stakeholders.

5110 Eaglewood Dr. Idaho Falls, ID 83401 | 208-859-6297 | mbitrick@bitrickconsulting.com

Monica J. Bitrick

- Oversee an organizational structure which ensures that programmatic objectives are aligned with the mission and are supported by finances, facilities, internal and external communication initiatives, and/or mutually beneficial partnerships.
- Nurture existing and develop new relationships with organizational partners and advocates and further engage the community in the mission of the Idaho Falls YMCA.
- Drive the organization forward by creating a culture of empowerment, goal orientation, and accountability and fosters open and frequent communication, teamwork, and a passion for the mission.
- Promote and model an organization that embraces and encourages racial justice, compassion, integrity and respect.
- Oversee fund development planning, strategy and implementation; develops, nurtures, and grows the Idaho Falls YMCA's network of committed donors.
- Properly steer the passion and enthusiasm of all stakeholders (staff, Board, donors, community partners, etc.).
- Oversee the operations of the Idaho Falls YMCA in a manner which ensures all initiatives and programs are properly integrated and achieves desired outcomes.
- Develop, recommend, and manage the annual operating budget.
- Oversee the financial operations of the Idaho Falls YMCA, ensuring that sound fiscal and risk management practices are in place in order to maintain the organization's financial strength.
- Collaborate with a highly engaged Board of Directors to ensure they are well informed and positioned to provide support to the organization's mission.

Key Accomplishments:

- Recruited, hired, and trained all new departmental leadership team members including five management team members.
- Increased revenue streams in all departments including a taking departments working in a negative Net Income to a positive Net Income.
- Successfully recruited and assisted in onboarding five new Board members.
- Reopened Big Elk Creek Resident Camp, which had been closed for over three years.
- Introduced new programs in Healthy Living, Youth Development, and Sports.
- Helped reintegrate and establish State Alliance with all other YMCA CEOs and YMCA of the USA in Idaho.
- To date have received over \$100K in grant funds for various scholarships, programs, and equipment.
- 2017 Idaho Business Review Accomplished Under 40 Award Nominee

BITRICK CONSULTING GROUP

Idaho Falls, ID

May 2013 - Present

Chief Executive Officer

Founded Bitrick Consulting Group, a business management firm that specializes in custom solutions for businesses and non-profits. Set overall company strategy and goals. Manage executive level day-to-day operations of team, including hiring, contractual agreements, business development, services strategy, marketing, and client/service management.

Key Accomplishments:

- 2015 Idaho Business Review Accomplished Under 40 Award Winner

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Monica J. Bitrick

- 2014 Post Register Women to Know Award Recipient
- Business Journal for Idaho State Journal Columnist
- Weekly Columnist for Bizmojo Idaho
- TEDEx Ammon Selected Keynote Speaker – February 2014

ADVANTAGE EMPLOYER SOLUTIONS

Idaho Falls, ID

January 2007 – December 2013

Director of Human Resources and Workers' Compensation.

Served as the Director of Human Resources and Workers' Compensation for over fifty regional and national businesses. Managed human resources activities and administer policies according to executive level direction. Also was responsible for developing programs and policies for clients. Consulted and assisted clients with hiring, recruiting, and staffing as needed. Controlled compensation and benefits, employee relations, training, safety, labor relations, and employment records. Responsible for directing implementation of human resources policies, programs, and procedures. Advised management and employees on questions or problems relating to human resources. Served as a link between members of client management and employees by interpreting and administering contracts and helping resolve work-related problems. Investigated employee complaints, assists with counseling, and recommend action on employee relations matters. Maintained employee and employment records and compile statistical reports concerning personnel-related data such as hires, performance appraisals, and absenteeism rates. Administered compensation, benefits and performance management systems, and safety and recreation programs. Assisted in employee benefits programs and recommended revisions to available options. Advised managers on organizational policy matter such as equal employment opportunity and sexual harassment, and recommended changes needed for employment and labor law compliance. Conducted orientations covering company policies, benefits, emergency plans, basic ergonomics and sexual harassment training for client employees. Developed, recommended, and implemented personnel policies and procedures; prepared and maintained handbook on policies and procedures. Responsible for payroll administration including collecting hours and processing payroll for clients, payroll reporting to governmental agencies, and ensuring compliance with FLSA. Handled paperwork at termination including unemployment insurance claims and reports to management on disputed claims. Filed workers' compensation reports with appropriate insurance entities and state/federal agencies. Managed all claims including follows up on progress of employees who are on disability or restricted duty.

Key Accomplishments:

- Idaho Business Review, Woman of the Year Award Nominee, 2013
- L'Oreal Woman of Worth Award Finalist, 2012.
- Idaho Falls Young Professionals Network Distinguished Under 40 Award, 2010.

MANPOWER GLOBAL

Boise, ID

February 2006 – January 2007

Staffing Specialist.

Responsibilities included attendance tracking, weekly payroll, compensation and salary analysis/implementation, performance appraisals, recruiting, interviewing, testing of applicants, conducting monthly employee onsite meetings, and new hire orientations. Job duties also included creating employee handbooks, disciplinary actions, employee relations, benefits administration, job postings, composing classified ads, composing job descriptions, maintaining personnel files, employment verifications, reference checking, job fairs, facilities management, utilizing HRIS

Monica J. Bitrick

systems, and office budgets. Position requires extensive customer service, typing, minute taking, general transcription, switchboard (multi phone lines), filing (alpha/numeric), and appointment/meeting scheduling. Responsible for OSHA reporting, drug screening, running background checks, running motor vehicle reports, conducting safety training, filing/maintaining unemployment claims, and filing/maintaining workers' compensation claims.

Key Accomplishments:

- Promoted to lead recruiter for Micron Technologies with Manpower recruiting for all technical and/or scientific assignments.
- Received Bronze Staffing Specialist certification.

WORKSCAPE, INC.

Boise, ID

September 2000 – February 2006

(Concurrent with full-time college enrollment.)

Senior Benefits Specialist.

Main contact for employees with questions, concerns, and issues regarding their company provided benefit or hr policies for 40 major corporations with a nationally recognized award winning hr outsourcing firm. Acted as a liaison between health, dental, life and disability insurance carriers and employees. Researched and resolved issues for employees. Directed complex issues to appropriate persons. Processed leaves (both FMLA and non-FMLA). Responded to employment verification requests. Processed benefits enrollments. Resolved enrollment issues and discrepancies. Assisted with COBRA administration and flexible spending account administration. Assisted employees with technical issues involving Workscope manufactured and provided software and programs. Actively participated in training and mentoring new hires. Supervised employees as required. Worked closely with marketing department to promote services to potential clients.

Key Accomplishments:

- Former Boise Director of Community Relations and Employee Events at Workscope program (C.R.E.W).
- Receive consistent, positive, and documented feedback from clients.
- Received a Peer-to-Peer achievement award.
- Received Perfect Attendance Award.
- Received Quality Assurance Awards.

Community Involvement

- Suicide Prevention Action Network of Idaho, Board Member, October 2013 – Present
- Idaho Falls Rotary, Member, February 2013 - Present
- Idaho Falls Civitans, Member, February 2017 - Present
- Idaho Falls Downtown Development Corp, Board Member, February 2016 - February 2017
- Boise State Athletic Association Chapter, President, September 2014 - February 2017
- Boise State Alumni Association, Bronco Contact, April 2010 – February 2017
- City of Idaho Falls, Civil Service Commissioner, August 2016 – May 2017.
- Idaho Falls YMCA, Board Member, May 2016 – August 2016.
- Greater Idaho Falls Chamber of Commerce Young Professionals Network, Past Chair, April 2008 to April 2013 (served on Board of Directors as an officer since April 2008).
- Greater Idaho Falls Chamber of Commerce Military Affairs Committee, Past Chair, October 2009 to 2012 (served on Board of Directors since April 2007).

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- Greater Idaho Falls Chamber of Commerce 4th of July Parade Committee, February 2010 to present.
- An Evening of Dueling Pianos Benefit, Planning Committee Member, February 2010 to 2012.
- Firecracker 5K, Board Member, February 2008 to 2011.
- Citizens Community Bank Free to Celebrate, Planning Committee Member, February 2009 to 2011.
- A Christmas Stroll Bake Off, Event Chair, December 2009 and 2010.
- Young Professionals Network, Accomplished Under 40, 2010-2011 Event Chair.
- Greater Idaho Falls Chamber of Commerce POW-MIA Recognition Events Chair, September 2008 and 2009.
- Southeast Idaho SHRM Annual Conference Chair, October 2008.
- Society of Human Resources Management, Member, November 2007 to 2012.
**National member and member of Southeast Idaho SHRM Chapter*
- Wish Grantor and Volunteer with Make-A-Wish Foundation of Idaho, Boise, ID, August 2003 to January 2007.

Drey V Campbell

Nampa, ID 83687

Dreycampbell@yahoo.com

A PhD with personality! I have a motivated professional path that has led to the acquisition of three degrees, sales proficiency, online/in-person education, team management, real estate wisdom and leadership experience. I am a charismatic relational leader that is committed to growth, performance, success, and authenticity. Efficient problem solving, data analysis, quickly building relationships, sales/motivation, technology and teaching/strategy are my key skill sets. I have a history of achieving when given complex goals, deliberately building personal and community partnerships, working with a variety of clients and teaching different age groups. I look forward to working for a company where we can share a collaborative growth experience.

Education

Northwest Nazarene University, Nampa, ID

Doctorate in Educational Leadership (PhD) 2016

GPA of 3.9, Advanced statistics, leadership development, professional writing, policy analysis.

Master of Social Work (MSW) 2012

GPA of 3.9, Clinical therapy skills, behavioral analysis, research-based analysis, diversity empathy, etc.

College of Idaho, Caldwell, Idaho

2001-2005

BS in psychology, dual minor in leadership/entrepreneurship, class speaker, top scholar, golf team, lead writer for the campus newspaper.

Work Experience

Marketing and Acquisitions Manager

January 2019—Current

Contractor: Ylist, Sweetwood Homes and Transformations

My job has been to develop lead generation techniques, utilize technology to hone lead pipeline, cold calling, warm lead follow up, closing sales. I have completed real estate valuation analysis, real estate valuation presentations, and data analysis with repair estimates, while overseeing project completions. Time in the field was spent developing strategic business relationships with attorneys, real estate agents, wholesalers, sellers, and community leaders in order to build business growth. My job was to also manage the social media and advertising, as well a robust CRM.

Professional Development Consultant

January 2018—Current

Consultant: Interfaith Sanctuary, City of Nampa, Syringa Mental Health

I have consulted on three main projects and some smaller ventures. The three main projects were the start a mental health company (Syringa), a deep dive of city programs (City of Nampa), and an organizational restructure with a large homeless shelter (Interfaith Sanctuary). The skills utilized were unique, but each required public speaking, project management, technology adaptation, organizational analysis, and analytical processing. I am currently still consulting with the homeless shelter 3-5 hours per week and prn.

Assistant Professor in Graduate and Undergraduate colleges, Social Work BA Field Director

September 2011—December 2018

Northwest Nazarene University

As a professor, I was in charge of varied course development and follow through. I consistently used critical thinking, professional writing and editing, multidisciplinary teamwork, public presentations, online teaching and online course conceptualization, teaching and coaching, systematic research-based program evaluation, unstructured time management, self-discipline, and student motivation. As the field director of social work internships, I consistently had oversight of more than 50 students and

300 local agencies. In this role I utilized strategic relational development, technology, targeted site recruitment, field instructor training, online form development, community engagement, public speaking, database creation and management, and crucial conversations.

** I have also adjuncted for an online college in California, teaching Intro to Psychology.

Clinical Supervisor, Licensed Clinical Social Worker (LCSW)

Jan 2010 -- Current

Various Agencies (Behavioral Health Associates, Syringa Behavioral Health, ASMH, Centerpointe, Inc.)

Over the last 8 years, I have been a mental health professional, both full time and on the side. I am knowledgeable in completing diagnostic assessments, treatment plans, treatment reviews, evaluation of services, and have experience with collaboration with MD's, CNP's, PsyD's, and PhD's. I have used case management with schools, law firms, relatives, parents, and other mental health providers and close interactions with interdisciplinary team members on development of appropriate case plans meeting individual client needs. As a clinical supervisor Supervision of staff.

Retail and Entrepreneurial Sales

I have a history of entrepreneurial gigs and retail sales jobs for retailers (I.E. AdvoCare, Sunglass Hut, Footlocker, Ebay, ACN, etc). I have also proven my ability to generate an income selling in online environments.

Other

Collegiate Athlete (Golf)

YouTube Channel Creation and Management (500k views)

Social Media Marketing and Management

Editorial Publishing (BoiseBeat, Fusion Magazine, Idaho Press Tribune, Professional Research Journals)

Policy Advocacy

Research

Skills

Soft skills, Grit, Self-Motivation, Emotional Intelligence, MS office, Google Publishing Tools, Online Content Creation, Organizational Psychology, Leadership Training and Education, Program Facilitation and Evaluation, Grant Writing, Team Organization and Community Organization, Motivation, Mathematics, Relational Development.

Philanthropic

Monthly Volunteer Idaho Food Bank

Board Member Pathways in Education

Volunteer Interfaith Sanctuary

Young Life

Curriculum Vita
Jessica Lanae James, M.A.

1074 Tipi St.,
Pocatello, ID 83202
(208) 530-9403

jessicajamesclifford@gmail.com

Enrolled member of the Shoshone-Bannock Tribes of Fort Hall, Idaho/Affiliated tribes Pyramid Lake Paiute and Washoe Tribe

OBJECTIVE:

To obtain employment that would impact positive social and institutional change by partnering with business professionals to assist in improving the quality of education and employment for all Native American Indian/Alaskan Native and Hawaiian peoples.

EDUCATION:

August 2019-Present	Doctorate of Education <i>Idaho State University, Pocatello, Idaho</i> Major: Interdisciplinary Leadership Anticipated Graduation Date: June 2022
August 2004-April 2008	Masters of Arts <i>University of Kansas, Lawrence, Kansas</i> Major: Indigenous Nations Studies, Cultural Preservation Management and Indigenous Museum Studies
August 2000-May 2004	Bachelor of Arts <i>Haskell Indian Nations University, Lawrence, Kansas</i> Major: American Indian Studies
August 2000-May 2003	Associate of Arts <i>Haskell Indian Nations University, Lawrence, Kansas</i> Major: Liberal Arts
June 1999	High School Diploma <i>Shoshone-Bannock Jr./Sr. High School, Fort Hall, Idaho</i>

COMPETENCIES & INTERESTS:

- Possess the ability to be flexible, as well as having the motivation to work under pressure
- Knowledgeable and experienced in working with Native American youth and adults, through career counseling and academic advising
- Extensive knowledge and skill in working with computers programs, Mac OS X, iPad2, Windows, all Microsoft Office programs, Dreamweaver, Pages, and Keynote, Website development, iTunes, iCloud, New Media Marketing
- Experience in planning and conducting various conferences & focus groups for Native American Indian related issues, (i.e., National Congress of American Indian-Mid Year Conference, National Indian Records Conference, WIA Regional Conference, Regional Youth Conference-NWIYC, Regional Idaho Indian Education Summit, Indigenous Cultural Competency Summit, Graduation Recognition Events, and Cultural Events)
- Competent in grant writing and executing a multitude of various projects.

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GRANTS/SCHOLARSHIPS/AWARDS:

May 2019	US Department of Education-Indian Education Formula Grant Program, Title I of the Elementary and Secondary Education Act, Shoshone-Bannock Tribes, Fort Hall, ID-\$104,788.00
May 2018	US Department of Education-Indian Education Formula Grant Program, Title I of the Elementary and Secondary Education Act, Shoshone-Bannock Tribes, Fort Hall, ID-\$112,266.00
July 2018	University of Idaho-Regional Idaho Indian Education Summit, Shoshone-Bannock Tribes, Fort Hall, ID-\$500.00
July 2018	Idaho State University-Regional Idaho Indian Education Summit, Shoshone-Bannock Tribes, Fort Hall, ID-\$2,800.00
July 2018	Idaho National Laboratories-Regional Idaho Indian Education Summit, Shoshone-Bannock Tribes, Fort Hall, ID-\$2,000.00
July 2018	Idaho State Department of Education-Regional Idaho Indian Education Summit, Shoshone-Bannock Tribes, Fort Hall, ID-\$1,000.00
July 2018	College of Eastern Idaho-Regional Idaho Indian Education Summit, Shoshone-Bannock Tribes, Fort Hall, ID-\$500.00
July 2018	College of Southern Idaho-Regional Idaho Indian Education Summit, Shoshone-Bannock Tribes, Fort Hall, ID-\$1,000.00
February 2018	Idaho State Department of Justice-UNITY Mini Grant, Shoshone-Bannock Tribes, Fort Hall, ID-\$5,000.00
May 2018	Department of Education-Title VI Indian Formula Funding Grant, Shoshone-Bannock Tribes, Fort Hall, ID-\$115,000.00
May 2017	Department of Education-Title VI Indian Formula Funding Grant, Shoshone-Bannock Tribes, Fort Hall, ID-\$69,452.00
May 2015	Nebraska Indian Commission-Chief Standing Bear Scholarship Award, Lincoln, NE-\$2,500.00 (Graduate Scholarship)
May 2015	United States Department of Labor-Section 166 Grant-Workforce Innovation and Opportunity Act Program, Indian Center, Inc., Lincoln, NE-\$228,578.00 (Principal Investigator)
May 2014	United States Department of Labor-Section 166 Grant-Workforce Investment Act Program, Indian Center, Inc., Lincoln, NE-\$229,732.00 (Principal Investigator)
October 2013	Tide Foundation, Indigenous People's Fund-General Operating Fund Indian Center, Inc., Lincoln, NE- \$25,000.00
May 2012	United States Department of Labor-Section 166 Grant-Workforce Investment Act Program. Indian Center, Inc. WIA Program, Lincoln, NE-\$264,991.00 (Principal Investigator)
May 2011	United States Department of Labor-Section 166 Grant and Comprehensive Service Plan-Workforce Investment Act Program Indian Center, Inc. WIA Program, Lincoln, NE-\$235,918.00 (Principal Investigator)
Oct. 2011	Nebraska Arts Council/Southeast Nebraska Native American Coalition-Native American Youth Cultural Arts (NAYCA) Project Indian Center, Inc. Youth Program, Lincoln, NE-\$8,470.00 (Principal Investigator)
April 2011	Gallop Foundation-Community Leaders Project Indian Center, Inc. Youth Program, Lincoln, NE-\$1,000.00 (Principal Investigator)

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May 2010	United States Department of Labor-Section 166 Grant and Comprehensive Service Plan-Workforce Investment Act Program Indian Center, Inc. WIA Program, Lincoln, NE-\$261,692.00 (Principal Investigator)
July 2010-2012	United Way Grant-Youth Programming Services Project Indian Center, Inc. Youth Program, Lincoln, NE-\$8,000.00 (Principal Investigator)
July 2009	Department of Health and Human Services-Empowering Opportunities Through Cultural Community (EOTCC) Indian Center, Inc. Youth Program, Lincoln, NE-\$34,304.00 (Principal Investigator)
June 2009	Lincoln Public Schools-Family Literacy Project Indian Center, Inc. Youth Program, Lincoln, NE-\$7,000.00 (Principal Investigator)
June 2009	Tzo-Nah Foundation-Youth Programming Services Project Indian Center Inc. Youth Program, Lincoln, NE-\$13,000.00 (Principal Investigator)
Jan. 2009	Department of Health and Human Services, Office of Minority Health, Empowering Healthy Native American Future Generations , Indian Center, Inc. Youth Program, Lincoln, NE-\$10,800.00 (Principal Investigator)
July 2008	Grants to American Indians in Nebraska (G.A.I.N.) Grant-Youth Program Supplies , Indian Center, Inc. Youth Program, Lincoln, NE-\$1,000.00 (Principal Investigator)
June 2008	Woods Foundation Grant-Youth Coordinator & Programming Indian Center, Inc. Youth Program, Lincoln, NE-\$20,000.00 (Principal Investigator)
May 2008	Building Stronger Families Foundation Grant-Youth Coordinator & Programming , Indian Center, Inc. Youth Program, Lincoln, NE-\$10,000.00 (Principal Investigator)
May 2008	Joint Budget Committee Grant, Youth Prevention Project Indian Center, Inc. Youth Program, Lincoln, NE-\$4,925.00 (Principal Investigator)
Aug. 2005-May 2007	Pyramid Lake Paiute Enrichment Grant, Graduate School Higher Education Office, Nixon, NV-\$3,000.00
Aug. 2006-May 2007	Nunemaker College of Liberal Arts & Sciences Grant, Graduate School , University of Kansas, Lawrence, KS-\$1,000.00
Aug. 2006-May 2007	Provost Scholarship, Graduate School University of Kansas, Lawrence, KS-\$2,000.00
Aug. 2006-May 2007	KU Tuition Grant, Graduate School University of Kansas, Lawrence, KS-\$1,500.00
Aug. 2006-May 2007	American Indian Graduate Center Fellowship, Graduate School , American Indian Graduate Center, Albuquerque, NM-\$1,000.00
Fall 2001-Spring 2004	Dean Honor Roll Scholarship, Undergraduate American Indian College Fund, Denver, CO-\$250.00
Fall 2000-Fall 2007	Pyramid Lake Paiute Tribal Scholarship, Undergraduate Higher Education Office, Nixon, NV-\$350.00

Jessica Lanae James, M.A.

EMPLOYMENT HISTORY:

May 2016-Present **Tribal Youth Education Program Manager, Shoshone-Bannock Tribes, Fort Hall, ID**

- Collaborate with local school districts and universities to develop an effective working partnership in education for youth K-12
- Attend Child Protection meetings to address child protection issues that bridge the gap between school and family
- Provide advocacy services (mediation, observation, attending meetings with parent/guardian, research, referral, follow-up services)
- Work directly with the courts, Law and Order Commission, Tribal Attorneys, and area school districts to provide input and to update the Juvenile code of the Shoshone-Bannock Law and Order Code.
- Conduct an overall assessment of student needs (dropout rates, attendance rates, achievement rates, ISAT scores, youth literacy, special education, etc.)
- Conduct monthly trainings on various education topics
- Attend district and other education related meetings
- Establish education standards for youth to perform in the areas of reading, writing, math at the level appropriate for their grade and age
- Develop remedial programs and services as needed
- Work and process paperwork for graduate students
- Supervise, schedule, and coordinate personnel functions
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationship with job contacts
- Report program planning and evaluation
- Comply with Tribal Management Systems
- General management duties: leadership, problem solving, interpersonal relations, fiscal management, human resource management and team building

July 2015-January 2016 **Program Director, Ponca Economic Development Corporation Lincoln, NE**

- Research and identify funding opportunities aimed at tribal and tribal member economic development
- Create grant funded programs that target economic development
- Define economic development program goals and objectives
- Provide leadership for PEDCO
- Assess the economic development needs of the tribe, tribal members and the company
- Develop strategic organizational goals of the company
- Perform a financial analysis during program development including the consideration of historical trends data, financial projections, program resource requirements, management costs and potential funding revenues
- Prepares grant proposals, reports and formal correspondence/communication with agencies

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- Serves as a company liaison to outside businesses and organizations, elected officials, government agencies and the Ponca Tribe of Nebraska for the purpose of developing future funding sources.
- Foster and maintain relationships with funding organizations to ensure recognition of company and technical competency during the grant-writing process

August 2009-July 2015 **Workforce Investment Act Director, *Indian Center, Inc.***
Lincoln, NE

- Plan the delivery of Workforce Development programming and its activities in accordance with the mission and the goals of the organization and the requirements of program funders
- Develop new initiatives consistent with the strategic direction of the organization and program
- Develop and implement long-term goals and objectives to achieve the successful outcome of the program
- Develop an annual budget and operating plan to support the program
- Develop a program evaluation framework to assess the strengths of the program and to identify areas for improvement
- Assist in the development of funding proposals for the program to ensure the continuous delivery of services
- Report evaluation findings to the Executive Director and recommend changes to enhance the program, as appropriate
- Ensure that program activities operate within the policies and procedures of the organization and in accordance with guidelines from funding sources
- Ensure that program activities comply with all relevant legislation and professional standards
- Communicate with clients, board members and other stakeholders to gain community support for the program and to solicit input to improve the program
- Serve as the organizational representative on applicable community task forces and boards
- Develop and implement forms and records to document program activities
- Oversee the collection and maintenance of records on the clients of the program for statistical purposes according to the confidentiality/privacy policy of the organization and specifications of funding sources
- Monitor the program activities on a regular basis and conduct an annual evaluation according to the program evaluation framework
- Serve as the primary point of contact for program funders

Jul. 2009-May 2016 **Radio Programmer, *Sunrise Communications***
Lincoln, NE

- Produce radio programs for "The Drum" on KZUM 89.3FM
- Operate communications board, on air pledge drives, volunteer fundraising events, and attend programmer meetings
- Develop new media marketing (www.kzum.org, www.facebook.com/thedrum402)
- Contact and interview record labels and Native American musicians

May 2008-August 2012 **Youth Program Director/Coordinator, *Indian Center, Inc.***
Lincoln, NE

- Wrote and implemented grant projects (Principal Investigator)
- Organized fundraising events to provide funding for the ICI Youth program
- Networked with other Native American and multicultural groups/organizations in the area
- Planned, organized, and implemented programming and services for Native American youth
- Organized youth events and activities for the youth program

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- Supervised youth workers and AmeriCorps workers

Oct. 2008-Dec. 2008 **Circle of Care Mental Health Planner, *Indian Center, Inc.***
Lincoln, NE

- Researched and identified mental health agencies in the local community
- Created a database of all mental health agencies
- Planned and implemented youth focus groups
- Organized community members through planning meetings and gatherings
- Attended mental health infrastructure conferences/webinars/teleconferences

Jan. 2008-June 2008 **Sacred Buffalo Dance Group Manager, *Lincoln Indian Center,***
Lincoln, NE

- Worked with local area tribes and multicultural urban organizations, as well as youth between the ages of 3-17 years old
- Networked with other Native American dance groups in the area
- Scheduled dance performances, recitals, trips, etc
- Recruited new members to the dance group, , organized fundraising events, marketed dance group to the general public to demonstrate the indigenous tribes of Nebraska by sharing the cultural and traditions
- Designed a strategic plan for long-term stability of the program
- Solicited funding from various organizations within the community and planned fundraising events for the group

May 2006-Jan. 2007 **Graduate Student Administrative Assistant,**
The University of Kansas, Lawrence, KS

- Assisted in the development and maintenance of the programs website
- Plan and organize recruitment materials for incoming graduate students
- Researched books and materials for professor to utilize in the courses work
- Scheduled and arranged appointments for Professor of Indigenous Museum Studies Program, as well as maintain telephone calls, files, faxes, and copies

June 2006-July 2006 **Native American Graves Protection and Repatriation Act
(N.A.G.P.R.A.) Graduate Student Intern,**
The University of Kansas, Lawrence, KS

- Assisted in researching Native American ethnographic collections
- Helped organize paperwork for repatriations of culturally sensitive collections
- Aided in the process of identifying tribal contact information

Feb.2005-June 2005 **Academic Coordinator,**
Shoshone-Bannock Jr./Sr. High School, Fort Hall, ID

- Established class schedules for the Shoshone-Bannock Jr. Sr. High School
- Organized education programs for Jr. high and Sr. high aged students to increase student involvement by providing a tutoring/mentoring program, and Saturday tutoring sessions
- Met with the following: the administrators, faculty and staff to increase student achievement, increase graduation rate, and decrease the dropout rate by establishing programs
- Worked with parents and the American Indian community to increase parent involvement
- Assisted the principle by organizing the logistical arrangements for educational workshops and guest presentations for students

Jessica Lanae James, M.A.

- Helped students complete paperwork for college (i.e., college applications, Free Application for Financial Aid, ACT application packet, SAT application packet, College Compass Test application packet, etc)
- Planned and organized graduation ceremony for the class of 2005
- Organized a dual enrollment program from high school students to take college level courses through a partnership with Idaho State University
- Chaperoned students to the Northwest Indian Youth Conference held in Boise, ID, and college visitations (i.e., Idaho State University and Utah State University)
- Updated student files and records for the Shoshone-Bannock Jr./Sr. High School

Dec. 2004-Feb. 2005 **Substitute English Teacher,**
Shoshone-Bannock Jr./Sr. High School, Fort Hall, ID

- Prepared an English course curriculum for high school students in grades 9-12th
- Prepared and presented class lectures
- Graded class assignments and papers for students enrolled in the course of English and the course of Shoshone-Bannock History
- Organized field trips for students in grades 7-12th, with the following programs: Sho-Ban High Student Government, Partners for Prosperity, Sho-Ban High Native American Dance troupe, and Business Technology Club
- Organized guest lectures from local tribal community (i.e., college students, role models/mentors, elders, tribal council, etc)

May 2003-Sept. 2004 **Museum Assistant,**
Haskell Cultural Center and Museum, Lawrence, KS

- Trained professionally by the Cultural Center Director/Archivist to perform all required duties and responsibilities of the museum/cultural center assistant.
- Helped develop policies and procedures, prepared financial reports, assisted in maintaining a data base and spread sheets
- Assisted in training all new staff, as well as administrative assistance(s)
- Part of the national search committee for the Director/Archivist for the Cultural Center
- Worked in a fast paced working environment, while completing various tasks, i.e., research requests by patrons, guests, and staff; give presentations to visitors; also assist in designing informational flyers and brochures; work with the director to maintain the museum expenditures and funding sources; development of various budgets; assisted in coordinating national conferences and meetings for the Cultural Center, as well as performing various office duties, i.e., ordering equipment and supplies, etc.

Jan. 2001-May 2001 **Telephone Sales Representative,**
Affinitas, Lawrence, KS

- Sold products to potential customers over the phone (i.e., cell phones, cable internet service, and books)
- Input data and schedule appointments with installers
- Customer service
- Presented great personality and a positive attitude at all times
- Demonstrated a professional conduct throughout the telephone call

June 1999-Aug. 1999 **Bureau of Indian Affairs Probate Intern,**

Jessica Lanae James, M.A.

*(B.I.A.)-Reality/Probate Office, Summer Youth Worker Program-
JTPA Fort Hall, ID*

- Assisted B.I.A. probate in researching family histories of the deceased tribal members
- Prepared legal portfolios for the judge in scheduling probate hearings
- Various clerical duties
- Prepared legal descriptions of land, property inventories, etc.

Sept. 1999-Jan. 2000

Tutor,

Shoshone-Bannock Jr./Sr. High School, Fort Hall, ID

- Assist remedial high school students in their classes with reading and writing
- Tutored/mentored junior high students in the discipline of science

June 1997-Sept. 1997

Interim Administrative Secretary,

*Tribal Health and Human Services, Summer Youth Worker
Program- JTPA Fort Hall, ID*

- Performed clerical procedures such as, answering phones, transferring telephone calls to different departments, logging in and out telephone calls/mail, taking messages
- Assisted in signing employee time sheets for departments
- Worked with employee travel itinerary and arrangements
- Completed and filed time reports every two weeks for employees
- Completed and retrieved purchase order requests on government vehicle for health department activities and events
- Trained next administrative secretary
- Faxed, filed, typed, and distributed mail for health department

ACADEMIC PAPERS AND PRESENTATIONS:

July 2018	"Southeast Idaho Indian Education Summit" , Facilitator, Ft. Hall, ID
March 2018	"Youth and Community Prevention Summit" , Facilitator, Ft. Hall, ID
July 2018	"Empowering Skills for Success" , Presenter, <i>National UNITY Conference</i> , San Diego, CA
March 2016	"Learning, Knowing, and Walking the Intergenerational Path of Culture and Education" , 2 nd Annual Tribal Energy Summit, Fort Hall, ID
April 2012	"Empowering & Inspiring the 7th Generation" , Co-Presenter, 33rd <i>National Indian and Native American Employment & Training Conference</i> , Marksville, LA
April 2011	"Balancing a Two-World Perspective" , Presenter, <i>32nd National Indian and Native American Employment & Training Conference</i> , Scottsdale, AZ
August 2010	"Understanding Cultural Differences while Working Among Youth" , Presenter/Trainer, <i>Youth Services Detention Center</i> , Lincoln, NE

Jessica Lanae James, M.A.

- April 2010 **"Utilizing Native Wisdom in the Workplace"**, Presenter, *31st National Indian and Native American Employment & Training Conference*, Albuquerque, NM
- December 2009 **"Express Yourself"**, Presenter, *2009 American Indian Leadership Symposium*, University of Nebraska-Lincoln, NE
- November 2009 **"Empowering & Inspiring the 7TH Generation through Education"**, Presenter, *40th Anniversary of the Occupation of Alcatraz and Ethnic Studies*, University of California-Berkeley, CA
- May 2009 **"Youth Empowerment"**, Presenter, *30th National Indian and Native American Employment and Training Conference*, Sacramento, CA
- April 2009 **"Education is the Key to Success"**, Keynote Presenter, *Unlocking Potential Success*, Nebraska Wesleyan University, Lincoln, NE
- November 2008 **"Bridging Education to the Workforce"**, Presenter, *2008 Eastern and Midwest Multi Regional Employment and Training Conference*, Omaha, NE
- March 2008 **"Adopting the Sacred Buffalo Dance Group"**, Presenter, *Indian Center Board of Directors*, Lincoln, NE
- October 2007 **"Planning an Archive and Indigenous Records Tutorial"**, Presenter, *Tribal Archives, Records, & Museum Conference*, Oklahoma City, OK
- May 2007 **"New Sac & Fox Exhibit Design"**, Presenter, *Sac & Fox Tribal Council*, Reserve, KS
- May 2007 **"Building the Bannock Cultural Center and Museum from Ground Up"**, Presenter, *University of Kansas*, Lawrence, KS
- May 2006 **"Crystal Eagle Awards Banquet"**, Emcee, *Center for Indigenous Nations Studies*, University of Kansas, Lawrence, KS
- April 2006 **"Establishing an American Indian Advisory Committee"**, Presenter, *The University of Kansas*, Lawrence, KS
- April 2006 **"Tamonahmo and the Tuka-Di-ka: Traditional Leadership and The Struggle for Survival"**, Panelist, *Bannock Gathering*, Fort Hall, ID
- April 2006 **"Getting Ready for Graduate School"**, Presenter, *TRIO Program*, Haskell Indian Nations University, Lawrence, KS
- March 2006 **"The Importance of Grant Writing and Exhibiting Cultures"**,

Jessica Lanae James, M.A.

- Presenter, *Indigenous Professors Conference*, Haskell Indian Nations University, Lawrence, KS
- February 2006 **“Elders Talking Circle”**, Presenter, *Haskell Indian Nations University*, Lawrence, KS
- November 2005 **“Alcatraz: Resurgence of Indigenous Struggle Against Oppression”**, Moderator, *Haskell Indian Nations University*, Lawrence, KS
- April 2005 **“Native American Youth Benefit Pow-Wow”**, Emcee, *Idaho State University*, Pocatello, ID
- April 2004 **“Creating Communities: American Studies, Indigenous Studies, and First Nations Peoples”**, Roundtable Paper Presentation, *Mid-America American Studies Association*, Lawrence, KS
- September 2003 **“Indian Records for the 21st Century and Beyond: Creating a Tribal/Federal Vision”**, Introductory Speaker, *Haskell Indian Nations University*, Lawrence, KS

PUBLICATIONS:

- August 2007 **“The College Experience”**, *Indian Education in the State of Nevada Newsletter*: Nevada Department of Education, 2007. Volume 1, Issue 2.
- June 2005 **“Congratulations to Sho-Ban High Scholarship Recipients.”** *Sho-Ban News* June 2, 2005, Volume 29, Number 22.

TEACHING EXPERIENCE:

- January 2015 Adjunct Instructor, Little Priest Tribal College
To
April 2015 Winnebago, Nebraska
Course taught: Public Speaking
- December 2004 Substitute Instructor, Shoshone-Bannock Jr./Sr. High School
to
February 2005 Fort Hall, Idaho
Courses taught:
 - 9-12th Grade English
 - 9-12th Grade Literature
 - 9-12th Grade Reading
 - 10-12th Grade Writing & Research
 - 7-8th Grade Math, Science, Traditional Arts and Social Studies

RESEARCH EXPERIENCE:

- May 2006-Jan. 2007 Research Assistant, Center for Indigenous Nations Studies, The University

Jessica Lanae James, M.A.

of Kansas, Lawrence, KS

Supervising Professors:

- Bobbi Rahder, Visiting Faculty, Indigenous Museum Studies, The University of Kansas, Lawrence, KS.
- Dr. Thomas Foor, Native American Graves Protection & Repatriation Act (N.A.G.P.R.A.) Coordinator, The University of Kansas, Lawrence, KS.

BOARDS & COMMITTEES SERVED:

Jan. 2017-Present	Shoshone-Bannock Jr./Sr. High Advisory Board -Civics Curriculum Development, Member, Fort Hall, ID
Jun.2016-Present	Idaho State Indian Education Committee , Co-Chair, Boise, ID
May 2016-Present	Shoshone-Bannock Indian Education Taskforce -Chair, Fort Hall, ID
May 2016-Present	Fort Hall Youth Council -Advisor, Fort Hall, ID
Jan. 2012-Jun. 2012	National Congress of American Indian-Local Planning Committee , Co-Chairperson, <i>NCAI-MidYear Conference</i> , Lincoln, NE
Jul. 2010-June 2014	National Native American Employment and Training Council Board Member, <i>Secretary of Labor</i> , Washington D.C.
Dec. 2010-Dec. 2011	Great Plains Art Museum Board of Trustees -Board Member, <i>Great Plains Art Museum</i> , Lincoln, NE.
Aug. 2010-Aug. 2013	Southeast Nebraska Native American Coalition -Co-Chair, <i>Region V Systems</i> , Lincoln, NE
Oct. 2009-July 2015	Greater Lincoln Workforce Board - Member, Native American Partner, <i>Indian Center Inc.</i> Lincoln, NE.
Oct. 2009-July 2015	Greater Nebraska Workforce Board - Member, Native American Partner, <i>Indian Center Inc.</i> , Lincoln, NE
Sept. 2005-May 2007	Executive Committee-Graduate Student Representative Center for Indigenous Nations Studies, <i>University of Kansas</i> , Lawrence, KS
Sept.2005-May 2007	Curriculum Committee-Graduate Student Representative Center for Indigenous Nations Studies, University of Kansas, Lawrence, KS

Jessica Lanae James, M.A.

Jan. 2006-April 2006	First Nations Student Association Pow-Wow Committee-Financial Advisor , <i>The University of Kansas</i> , Lawrence, KS
Feb. 2005-July 2005	Shoshone-Bannock Youth Council-Advisor/Mentor <i>Shoshone-Bannock Tribes</i> , Fort Hall, ID
Oct.2003-May 2004	Haskell Cultural Preservation Committee-Treasurer Office of the President, <i>Haskell Indian Nations University</i> , Lawrence, KS
Jan. 2004-Sept. 2004	Haskell's 120th Anniversary Committee-President Office of the President, <i>Haskell Indian Nations University</i> , Lawrence, KS
Oct.2003-Nov. 2003	Haskell Cultural Center and Museum Search Committee-Member , Office of the President, <i>Haskell Indian Nations University</i> , Lawrence, KS

STUDENT ORGANIZATION SERVICES:

Sept. 2006-May 2007	Indigenous Nations Studies Student Association-President <i>University of Kansas</i> , Lawrence, KS
Jan. 2006-May 2007	Graduate Professional Association-Member <i>University of Kansas</i> , Lawrence, KS
January 2007	KU Leadershape Institute Graduate University of Kansas, Lawrence, KS
Aug. 2005-May 2007	First Nations Student Association-Member <i>University of Kansas</i> , Lawrence, KS
Jan. 2007-May 2007	Commission on the Status of Women-Member <i>University of Kansas</i> , Lawrence, KS
Aug.2000-May 2007	Numa/Newa/Nuwuvi Student Organization-Member/Pres./V.P./Sec./Treasurer <i>Haskell Indian Nations University</i> , Lawrence, KS
Jan. 2003-May 2004	American Indian Studies Club, Member <i>Haskell Indian Nations University</i> , Lawrence, KS
May 2003-May2004	Haskell Student Facilitator Program , Peer Advisor <i>Haskell Indian Nations University</i> , Lawrence, KS

Jessica Lanae James, M.A.

- Jan. 2003-May 2003 **Student Senate-Student Representative**
Haskell Indian Nations University, Lawrence, KS
- Jan. 2000-May 2000 **Shoshone Indian Club-President**
Idaho State University, Pocatello, ID
- Aug. 1999-May 2000 **American Indian Science and Engineering Society-Member**
Idaho State University, Pocatello, ID

Hailey R. Mack

2945 Talmage St., Ammon, ID 83406
(208) 420-6838
haileybonawitz@gmail.com

RELEVANT SKILLS & EXPERIENCES

STUDENT SERVICES EXPERIENCE

- Over five years' experience recruiting in all high schools in the Eastern Idaho region
- Participate in 35+ recruitment events a year aimed at promoting higher education for all ages from 6th grade students to unemployed adults
- Provide and coordinate all college campus tours for EITC/CEI
- Drastically increased the number of class observations by prospective students
- Work with the Registrar's and Admission's offices to continually improve New Student Orientations, admissions process, and the student experience
- Create a variety of college and program specific marketing material with the help of Marketing, Media Services, and Faculty
- Plan and organize yearly campus-wide Open House event and five specialized Open Houses to increase enrollment and community awareness
- Doubled the attendance at yearly Open House over the last four years
- Assist with an average of 20 New Student Orientations each semester for 4+ years, and inform students about college policies and procedures, registration process, basic financial aid information, and college resources
- Advise students in creating a class schedule to meet the needs of their program, financial abilities, and educational needs
- Guide college students and graduates in resume building and interview skills
- Over seven years extensive experience and use of Colleague and experience with other ERPs including Jenzabar, Banner, and Student Management
- Guide students with a variety of issues including admissions, advising, financial aid, registration, and veterans affairs

STUDENT LIFE EXPERIENCE

- Advisor for CEI/ EITC Student Senate for over five years
- Guide senators with many annual activities such as: Trunk-or-Treat community event, food drives, semester BBQs, graduation parties, and elections
- Created a CEI Student Senate and Club Handbook to direct current clubs and provide opportunity for the development of new clubs
- Collaborate with the CEI Foundation office to organize Trunk-or-Treat community event with over 30 organizations participating distributed candy to an average of 2,500 children each year
- Developed CEI Welcome Week/Falcon Fest to promote the opening of the College of Eastern Idaho and to encourage student involvement on campus, included two events a day and week-long activities
- Received several grants to improve the student learning experience and student senate office
- Program Board Chair for the College of Southern Idaho Student Senate, responsibilities included:
 - Creating and managing a board of college students to assist in planning of weekly activities and large events
 - Planned, organized, advertised, and managed all student activities for the college campus
 - Created and maintained relationships with business owners for weekly and monthly events

Hailey R. Mack

2945 Talmage St., Ammon, ID 83406
(208) 420-6838
haileybonawitz@gmail.com

RELEVANT EMPLOYMENT HISTORY

Senior Coordinator of Career Placement, Recruitment and Student Life, June 2014-Present
College of Eastern Idaho, Idaho Falls, ID
Eastern Idaho Technical College

Administrative Assistant to Vice President of Finance and Administration, Jan. 2014-June 2014
Eastern Idaho Technical College, Idaho Falls, ID

Academic Advisor in Central Academic Advising and College of Technology, Sept. 2012-June 2013
Idaho State University, Pocatello, ID

One Stop Specialist, Oct. 2011 to July 2012
College of Western Idaho, Boise, ID

EDUCATION

Master of Science-Management and Leadership
Western Governor's University
Graduated February 2018

Bachelors of Business Administration-Marketing
Boise State University, Boise, ID
Graduated May 2009

AWARDS AND ADDITIONAL DUTIES

Greater Idaho Falls Chamber of Commerce Distinguished Under 40
October 2016

Greater Idaho Falls Chamber of Commerce Leadership Class Graduate
2016-2017

IACRAO Southeastern Idaho Counselor Days Chair for 2016

IACRAO Coordinator of Idaho's College Application Week for 2015

Hailey R. Mack

2945 Talmage St., Ammon, ID 83406
(208) 420-6838
haileybonawitz@gmail.com

PROFESSIONAL REFERENCES

Ms. Rae Lynn Patterson
Registrar
College of Eastern Idaho
1600 South 25th East
Idaho Falls, ID 83404
(208) 535-5361-Direct Work Line

Mr. Kent Berggren
Trades and Industry Division Manager
Student Senate Faculty Advisor-2015 to present
College of Eastern Idaho
1600 South 25th East
Idaho Falls, ID 83404
(208) 535-5373-Direct Work Line

Mr. Brock Astle
Assistant Director- Boise campus
Lewis Clark State College
250 S. 5th St., Ste. 300
Boise, ID 83702
(208) 859-3778-Work Cellphone

Katie N. Rhodenbaugh

Phone: (208) 870-3418 • Email: katicrhodenbaugh@yahoo.com • 796 W. Steeple View Dr. Eagle, Idaho

KEY QUALIFICATIONS

- Positive Service-Minded Relationship Builder
- Clear and Effective Communicator
- Experienced in Writing and Interpreting Policies, Procedures, and Resources
- Creative and Engaging Presenter
- Successful History of Policy and Program Development and Implementation
- Proactive Learner, Leader, and Worker
- Collaborative Relationship-Based Teammate
- Passionate about Client Success and Support

PROFESSIONAL EXPERIENCE

College of Southern Idaho, Non-Traditional Educator Preparation Program Coordinator 04/2019 – Present

- Collaborate in the development of CSI's Non-Traditional Educator Preparation Program
- Act as compliance liaison between the Idaho State Department of Education, the Idaho State Board of Education, and Educational Testing Services
- Responsible for marketing and promoting program offerings to potential candidates, school districts, and other Institutions of Higher Education
- Support new candidates with enrollment, program advising, and the creation of Candidate Education Plans
- Oversight of the State Program Approval Process and Accreditation

Sinclair Broadcast Group (KBOI/CBS2)-"Idaho Living", Lifestyle Television Host 08/2017 – 04/2019

- Create and deliver engaging multi-platform on-air content through a weekly lifestyle television show
- Successfully and efficiently work with a team to research, sell, coordinate, produce, and edit a ratings driven, revenue producing television show
- Serve as on-air talent to conduct original, thought-provoking interviews, inform viewers, and entertain with unique and interesting Idaho based business, events, services and healthy activities

Professional Education Consultant 1/2014 – Present

Office of the State Board of Education

- Independent Contractor – Coordinate the randomized selection of a state-wide representative sample of district policies on teacher evaluation
- Interface with school district leaders to establish positive, trust-based relationships
- Provide both virtual and face-to-face performance evaluation review presentations and training for education stakeholders
- Organize and assist with the facilitation of both offsite and onsite teacher evaluation compliance reviews

Pathways Management Group (PMG)

- Independent Contractor – Idaho lead Charter Writer for Pathways In Education-ID charter school
- Established and fostered relationships between PMG, local, and state education stakeholders
- Acted as liaison between out of state PMG writing team and Idaho State Department of Education staff
- Collaborated with local and national charter school leaders to compose, edit, revise, and submit a thorough charter school petition for approval by the State Department of Education, Caldwell School District, and the Idaho Public Charter School Commission

BLUUM Inc.

- Independent Contractor – Compliance Auditor
- Performed on-site academic audit of a J.A. and Kathryn Albertson Foundation charter school grantee
- Identified areas of strength to promote academic success
- Prepared compliance report of academic, financial, and sustainability findings for stakeholder review

Idaho State Department of Education, Professional Standards Coordinator 12/2008 – 1/2014

Professional Standards Commission (PSC)

- Designed and facilitated the annual PSC new member orientation

Rhodenbaugh

1

- Composed, revised and updated PSC Procedures Manual, Working Plan, Annual Reports, and brochures
- Developed and maintained program records system for collecting data and preparing reports
- Set agendas, schedules, and facilitated Leadership Team conference calls
- Carried out Standards Committee action items, including hiring and onboarding new staff members
- Created, advertised, collected, informed and issued funds for PSC Professional Development grants
- Prepared, monitored, and reconciled Certification, Background Records, and PSC budgets
- Developed and maintained PSC budget oversight reports for dissemination to the Commission

Educator Preparation/University Program Approval and National Accreditation

- Coordinated and facilitated the training, review, and adoption process for all educator preparation standards
- Coordinated and facilitated all aspects of educator preparation program approval, including team training, desk reviews, new program approvals, pre-visits, onsite review visits, focus visits, and post-visits
- Developed and maintained professional relationships with various education stakeholders to ensure a viable pool of trained reviewers for program approval reviews and standards reviews
- Acted as state observer during onsite educator preparation program reviews at Idaho institutions of higher education
- Acted as liaison between institution head, state team chair, state team reviewers, and the chair of the National Council for Accreditation of Teacher Education (NCATE/CAEP) Board of Examiners team
- Coordinated all final documentation and follow through with PSC and State Board of Education approval processes for reviews
- Compiled and reported required data and statistics for NCATE/CAEP
- Acted as liaison between Education Testing Services (ETS) Customer Relations Director and the SDE Certification department for Praxis testing requirements

Idaho Administrative Rule Promulgation

- Expedited rulemaking process including technical writing, approval, and submission to the State Board of Education and the Idaho State Legislature
- Tracked changes and recommendations through rulemaking process
- Composed revisions to rules and procedures on PSC related web pages
- Disseminated information pertaining to annual changes in teacher preparation, certification, and endorsement to all education constituency groups

EDUCATION, SERVICE, AND SKILLS

California State University, Chico **Graduated May 2003**
 Bachelor of Science Degree in Business Administration
 Emphasis: Marketing
 Theme: Early Childhood Development

Sunrise Retreats for Widows and Widowers- Non-Profit Organization **May 2019 - Present**
 Member of the Board of Directors

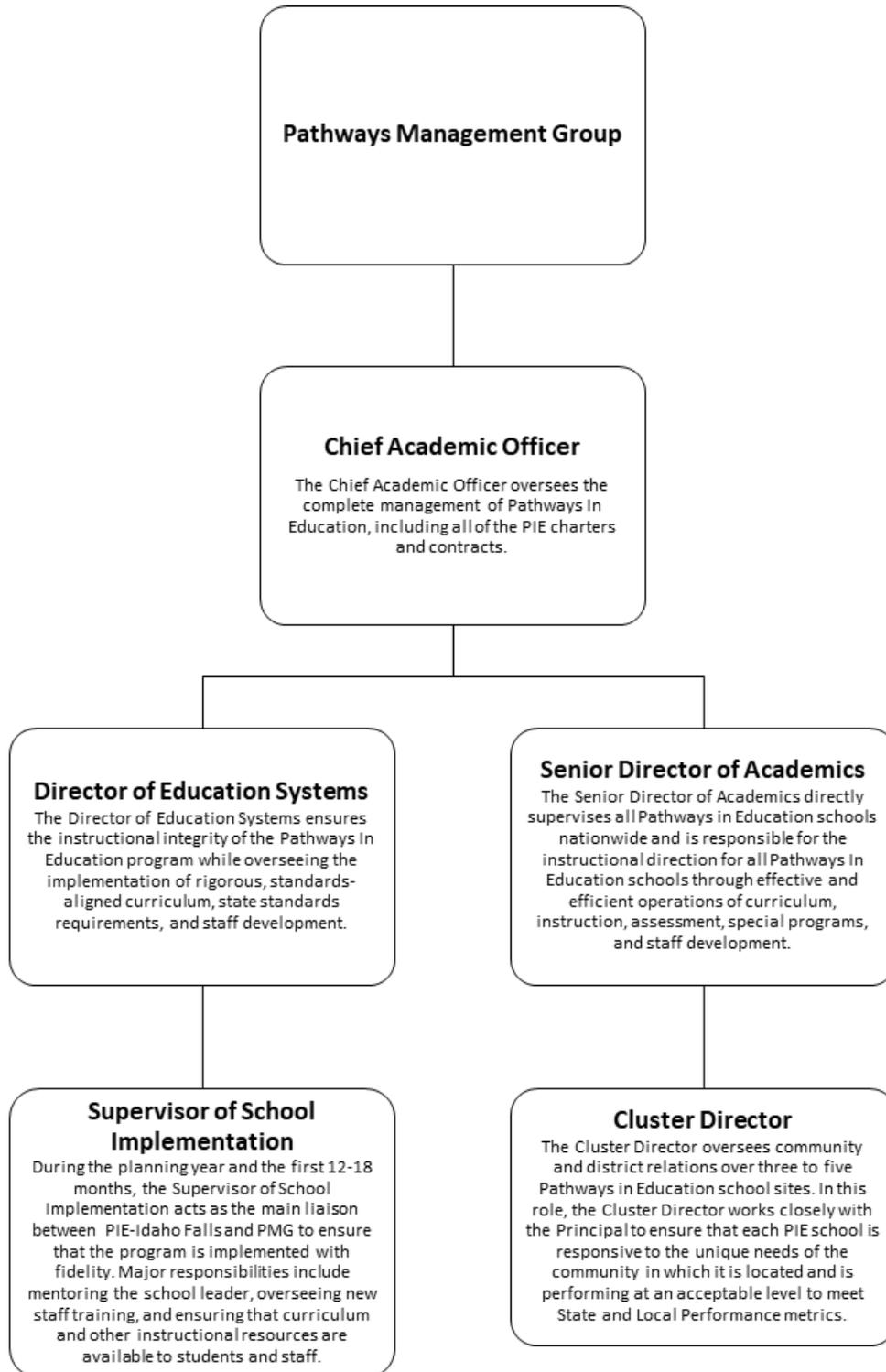
Galileo STEM Academy PTA **May 2019 - Present**
 Assistant Treasurer

Pathways In Education-Nampa **May 2018 - Present**
 Member of the School Board of Directors

Advanced in the Microsoft Office Suite, and the use of AV equipment, data projectors, document readers, Social Media Leveraging, and broadcast media aids including the use of teleprompters, satellite interface, microphones, and IFB

Proficient in various web-based platforms: Blackboard, Canvas, Moodle, Google Suite, Dropbox, Survey Monkey, Doodle scheduling, various technology aids

Appendix D: School Administration and Organization Chart



Appendix E: Education Service Provider

PIE-Idaho Falls will engage with Pathways Management Group as our Educational Service Provider (ESP).

Pathways Management Group (PMG)

Contact: Jessica Ray, Chief Academic Officer

Terms of Agreement

According to the terms of the Management Agreement:

PIE-Idaho Falls will pay PMG 10% of the monthly gross revenue of the school.

The term of the agreement between PIE-Idaho Falls and PMG shall last for a five (5) year term.

No later than eighteen (18) months prior to expiration date of the agreement, PIE-Idaho Falls will schedule a meeting with PMG to discuss renewal of the agreement. Following the meeting, if either party decides to forego renewal, the foregoing party will inform the other party no later than twelve (12) months before the Expiration Date of this determination, or the agreement will automatically renew for another five (5) year term.

PIE-Idaho Falls can terminate the ESP agreement material breach of the agreement, which may include failure of PMG to provide services as required by the agreement, or any other act or failure to act by PMG which undermines the joint purpose of the agreement. PIE-IDAHO FALLS may terminate for cause only if PIE-IDAHO FALLS has provided PMG written notice of the material breach and has allowed PMG a reasonable period in which to remedy such breach. A reasonable period for cure under this section shall not be less than ninety (90) days.

PMG Participation in Management and Operations:

PIE-Idaho Falls' Principal will work closely with PMG's school implementation team to accomplish all school start-up priorities and to develop PIE-Idaho Falls' instructional and non-instructional staff.

PMG will provide the following operational services to PIE-Idaho Falls:

- Human resources services
- Facilities identification, location, and acquisition of space for PIE-Idaho Falls learning sites
- Purchase and installation of technology
- Furnishing and maintenance of school sites
- Procurement of all necessary insurance, including personal and property damage insurance
- Budget and required financial reporting
- Provision of an academically rigorous educational program:
 - Coordination of curriculum development and selection
 - Effective use of PMG's model and curriculum, including instructional strategies

- Professional development for all staff, including teacher and administrative training, and course assessments
- Testing
- Data-driven improvements to curriculum and instruction
- Human resources services
- Staff recruitment, screening, and hiring recommendations, as well as evaluation systems
- School administrative support, including facilities management
- Accounting and bookkeeping
- Assistance with compliance matters, including with the local school district and other state and federal agencies to which PIE-Idaho Falls is accountable
- Audit arrangements

Relationship between Board of Directors and PMG

PIE-Idaho Falls' Board of Directors will oversee the performance of PMG. The PIE-Idaho Falls Board will hold PMG to a high standard of management and hold PMG accountable for meeting the goals set forth in the charter. The Board will evaluate the performance of PMG annually.

Selection of PMG

The PIE-Idaho Falls Board chose PMG due to its long history of providing education, fiscal, and operational services to charter schools that serve an at-risk youth population. PMG's leadership team, which is comprised of individuals who provide direct leadership to PMG-managed school. Currently PMG provides services to Pathways In Education schools in Arizona, Idaho, Illinois, Tennessee, and Louisiana. PMG has been instrumental in improving at-risk students' quick recovery of academic credit and increasing these students' performance on state standardized tests. PMG-managed schools have produced high school graduates in numbers that have far exceeded those produced by other options in the traditional education system.

Appendix F: Optional Supporting Documents

Appendix F1: Post-Secondary Planning Priorities 2019-2020



POSTSECONDARY PLANNING

Pathways in education is committed to building a culture that expects, supports, and celebrates postsecondary matriculation for all of our students.

Every student graduates having created a well-researched postsecondary plan and with the academic and personal skills, competencies, and resources necessary to pursue and persist to their program of choice.

PRIORITIES

1 ACADEMIC PROGRAMMING & SKILLS

STUDENTS WILL:

Experience an outstanding academic program and master the content and skills necessary to be prepared for college and career pursuits.

STUDENTS WILL:

Complete a rigorous instructional program including exposure to CTE courses and college-level curriculum.

STUDENTS WILL:

Learn to communicate effectively through writing, dialogue, critical analysis, and digital media.

3 MINDSETS & BEHAVIORS

STUDENTS WILL:

Embody the habits, skills, and beliefs about learning that support academic, professional, and life success.

STUDENTS WILL:

Adopt the academic and personal behaviors that support resiliency, creativity and persistence in postsecondary pursuits.

STUDENTS WILL:

Hone independent study skills to be organized, to set goals, and to manage time and projects effectively and will be prepared to self-advocate, to collaborate, and to problem-solve; all skills that will prepare them for success in a college or career setting.

2 MENTORING & COACHING

STUDENTS WILL:

Be coached to expect, to plan for, to dream about, and to work hard to create and accomplish their postsecondary plan.

STUDENTS WILL:

Receive messaging about college and career readiness embedded into daily conversations, 15 appointments, extracurriculars and SGI classes from their first day at Pathways In Education.

STUDENTS WILL:

Work with an adult mentor who can provide guidance and support students in developing self-efficacy and agency to make choices that support a successful life.

4 ACCESS & EXPOSURE

STUDENTS WILL:

Engage in experiential learning opportunities through field trips, Pathways programming, and college and career tours and fairs to explore various futures.

STUDENTS WILL:

Receive early routine exposure to careers, majors, and programs through research, extracurricular activities, work-based learning experience, and classes.

STUDENTS & FAMILIES WILL:

Learn how to navigate financial aid applications, scholarships, and state-specific programs and complete the steps necessary to gain entry into a postsecondary institution.

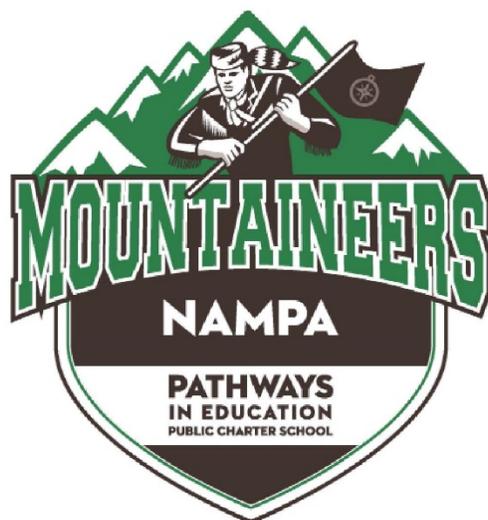
Appendix F2: PIE-Nampa Student Handbook

PATHWAYS

STUDENT HANDBOOK



PATHWAYS IN EDUCATION
NAMPA



Student Handbook
2019-2020



2019-2020 School Year

Dear Student:

Welcome to Pathways In Education. The faculty, staff and administration look forward to working with you and your family during the time you spend in our program. You will be given the responsibility for actively participating in your educational process. With the help of your teachers, you will be guided through what we hope will be a productive and rewarding educational experience for you.

We are here to help facilitate your goals, as long as they are positive. It will be your responsibility to complete your course assignments and keep all scheduled appointment times. If you are having difficulty, our teachers are happy to meet with you, one-on-one, or in small groups to help facilitate your learning process. Pathways In Education also provides an experiential and life skills program that focuses on your career, academic, personal and social development.

Please share this information with your parent(s) who will be involved in your overall learning experience.

Sincerely,

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Principal
Pathways In Education–Nampa

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Section I: Introduction

About the Student Handbook

This handbook is intended to provide students, teachers, aides and parents with a guide to academic and program requirements. It is our hope that every student and parent will read all of the information carefully and discuss it before enrolling in Pathways In Education. Planning a school program is very important and careful thought should be given to future educational and vocational goals, aptitudes, past academic achievement and willingness to work. If you have any questions, please contact your local school or supervising teacher or log on to the Pathways In Education website at www.pathwaysedu.org. On the website you will find information about Pathways In Education programs and schedules, as well as links to a wide array of educational resources.

History of the Program

Pathways In Education is a national network of non-profit public schools and learning programs that partner with local school districts to reengage at-risk youth. Managed by Pathways Management Group (PMG), Pathways utilizes a blended learning model to connect students to a wide variety of instructional modalities, helping those who have previously struggled find success in high school and beyond. Pathways In Education programs are accredited by AdvancEd®.

Description of the Program

Pathways In Education is an academic recovery program specifically tailored for “non-traditional” students using a guided individualized learning format. Students who have previously experienced difficulty in traditional schools find success with the program. Pathways In Education combines individualized learning plans with self-esteem and leadership development. Students are enrolled in courses leading toward a high school diploma. Enrollment in the program is voluntary.

Pathways In Education is a public school dedicated to providing quality educational services to students and families. The unique features of the program include:

- ❖ *Open Entry* – A student can enroll virtually any weekday of the year. No need to wait for a class or semester to start.
- ❖ *Continuous Learning* – Pathways In Education operates year round. No long vacations to interrupt the learning process.
- ❖ *Flexible Self-Paced Rate of Learning* – Students set their own time and pace for learning. They do not have to sacrifice family or work commitments to meet educational schedules.
- ❖ *Criterion Based Learning* – In core subjects, only material that has not been mastered is required. Learning is focused on the specific skills needed to achieve maximum advancement in minimum time.
- ❖ *Subject Matter Concentration* – Enrollment in one to two courses at a time allows for greater in-depth learning and results in less confusion.

Vision Statement

Pathways In Education is the best non-traditional public school, empowering underserved students by unlocking their passions and dreams and moving them daily toward graduation and creating life-long learners.

Mission Statement

Pathways In Education Schools are exemplary models of a successful blended learning program. Our staff empowers, inspires, and connects with our students to help them achieve their goals, positively change their lives, and make their dreams a reality. Our schools are supportive environments where all stakeholders are successful.

Core Values

Mutual Trust Mutual Respect Compassion Integrity Resilience

Expected Student Outcomes (ESOs)

It is the belief of the Pathways In Education stakeholders that students are unique individuals who:

- ❖ Can learn
- ❖ Are capable of self-improvement
- ❖ Are capable of quality work
- ❖ Are worthy of a positive dream for their future and can develop positive life plans
- ❖ Will flourish in a positive school environment with instruction personalized to their needs

Upon graduation, Pathways In Education students are expected to be life-long learners in the 21st Century. To that end, the program seeks to teach students how to be:

Responsible

- ❖ Work independently and with others when appropriate
- ❖ Finish assigned work
- ❖ Attend appointments regularly and be on time
- ❖ Manage time efficiently
- ❖ Make and keep commitments

Independent Achievers

- ❖ Earn a Diploma
- ❖ Get a good job, go on to college or trade school or own a business
- ❖ Make good judgments under pressure
- ❖ Discover and use many different resources in order to make good decisions
- ❖ Continue learning outside the classroom
- ❖ Set positive goals that will lead to the fulfillment of dreams

Good Citizens

- ❖ Contribute to the community in a positive way
- ❖ Do good deeds and respect the diversity of others
- ❖ Obey the law
- ❖ Contribute to the family; show by example the importance of staying in school

Good Communicators

- ❖ Obtain the communication skills necessary to get and keep a job or go on to higher education
- ❖ Use technology to communicate effectively
- ❖ Ask for help when appropriate and not try to solve all problems alone
- ❖ Learn to express yourself clearly

Methods of Measuring Student Progress

While all students will achieve the required standards by graduation, not all will progress at the same rate. Evaluation of that progress is based on individual abilities, interests and talents. Methods by which student progress is assessed include:

- ❖ Monthly review of work
- ❖ Oral and written tests
- ❖ Portfolios of student work product
- ❖ Teacher observation
- ❖ State mandated assessment testing
- ❖ Student demonstrations
- ❖ Student grades

Section II: General Information

Age of Enrollment

Pathways In Education may only enroll students who are between grades 9–12.¹

Grading System

The grade given in any course represents the certificated teacher’s considered judgment of the degree to which the student has achieved the goals and objectives of the course. It represents the teacher’s professional judgment of the quality of the student’s work and the student’s degree of mastery. The teacher may consult with the primary caregiver in order to obtain additional insight into the quality and mastery of the work considered. No grade may be changed by an administrator unless a clerical or mechanical mistake, fraud, bad faith or incompetence can be identified.

90–100	A	A+ 97–100	<i>Superior achievement.</i> The student has excelled; work is of exceptional quality and stands apart.
		A 93–96	
		A- 90–92	
80–89	B	B+ 87–89	<i>Above average achievement.</i> The student has done more than is expected of a student who satisfactorily completed the objectives.
		B 83–86	
		B- 80–82	
70–79	C	C+ 77–79	<i>Average achievement.</i> The student has satisfactorily accomplished the objectives of the course.
		C 73–76	
		C- 70–72	
0–69	INC	0–69	<i>Failure to meet the minimum requirements.</i> No credit and no grade points will be awarded.

Credit

Students earn credit by completing the course work based on the material covered and learned in relation to the Carnegie Standard. Credits may be earned for grades “A” to “C” in all courses (grades 9–12). The school may accept transfer credits for grades “A” to “D” in applicable courses only from schools that have current accreditation. (Credits from unaccredited schools will be evaluated on an individual basis.) Standard credit is 1 unit for each semester course passed.

Grade Level Classification

All students are expected to attend high school for eight semesters; however, if students work at an accelerated pace and complete the necessary course credit requirements, they may graduate early. Classification may be reviewed each semester.

Students are classified as follows:

Grade 9 (Freshman)	0–13	credits earned
Grade 10 (Sophomore)	14–26	credits earned
Grade 11 (Junior)	27–39	credits earned
Grade 12 (Senior)	40–51	credits earned

¹ These requirements are in effect unless changed or modified by the State of Idaho.

Withdrawal Credits

Pathways In Education is unable to award withdrawal credits for courses partially completed at their previous school and not already recorded on the previous school transcripts.

Repeating Courses

Generally, a course cannot be repeated if the student has earned a C- grade or higher. If a student has failed a course or has not demonstrated sufficient competency, he/she may retake the course for credit. If a student has earned a “D” grade from transfer credit, he/she may retake the course, but only for the purpose of achieving a higher grade – no further credit can be awarded. Consult your instructor regarding individual situations.

Special Populations

Students with Disabilities. Pathways In Education adheres to all applicable state and federal laws relating to the identification, referral, and provision of services for students identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act and Section 504 of the federal Rehabilitation Act. Students with disabilities may be eligible to receive special education services. Special education services ensure that the unique needs of students with disabilities are met. The core purpose of special education is to provide specially designed instruction and intervention to students with disabilities, as well as give them access to the same educational programs and/or activities that are available to their non-disabled peers. Assistance related to special education issues is available to their non-disabled peers. Assistance related to special education issues is available from your school administrator.

English Language Learners. English Language Learners (ELL) are non-English language background students whose level of oral, reading, and written proficiency in English does not allow them to fully benefit from the curriculum and creates difficulty in regular classroom curriculum without specially designed modifications. ELL students have not yet met the definition of Fluent English Proficient (FEP). If the inability to understand, speak, read, or write the English language excludes a student from effective participation in the educational programs offered by the school, the school shall take appropriate action to rectify the English language deficiency in order to provide the student equal access and participation in its programs. The school shall develop and periodically update a local plan for providing ESL services for students whose native or dominant language is not English. The plan for implementation of appropriate instruction and ESL services for students who have limited English proficiency shall be in accordance with the current Rules, Regulations, and Minimum Standards of the State Board of Education, State, and Federal law.

Homeless and Migrant Students. Educational services will be provided for homeless or migrant students in accordance with local, state, and federal guidelines including the Every Student Succeeds Act (ESSA). A homeless child, as defined in the ESSA, lacks fixed, regular, and adequate residence or has a primary residence in a supervised publicly or privately operated shelter for temporary accommodations, a public or private place not designated for use as regular sleeping accommodations for humans.

Attendance/Tuancy/Assigned Activities

The State of Idaho mandates that students attend school regularly, and Pathways In Education wants to provide a successful alternative to traditional high schools. Academic and social successes

are significantly related to regular instruction and it is expected that parents and students will assume responsibility for regular school attendance. Pathways In Education allows parents and students the flexibility to attend school and learn at home. In addition, students are required to meet with a teacher as specified in their Individualized Learning Plan (ILP). If the student fails to meet these attendance requirements, he/she may be dropped from the program.

The instructor verifies attendance based on the attendance sheet and assigned activities completed. This is necessary to keep track of the student's progress and to verify that learning has taken place. If the student fails to initial his or her attendance sheet and submit the required assignments by the due date, the student will be counted as absent for that period.

Disclosure of Information

Pathways In Education does not provide information to the general public regarding its students unless legally required to do so. Pathways In Education is required to disclose names, addresses and telephone numbers of Pathways In Education students to military recruiters upon request, subject to a parent's request that Pathways In Education not disclose such information. If you do not wish for your child's name, address, and/or telephone number to be disclosed to military recruiters without your prior written consent, you may opt out of this automatic selective service reporting by filling out and providing Pathways In Education with a Selective Service Disclosure Opt Out Form, which is available through a teacher.

In addition, Pathways In Education periodically provides information to parents regarding their children's school performance in compliance with the Family Education Rights and Privacy Act (FERPA).

2019-2020 Student Holidays

Weekends (Saturday and Sunday) and student holidays are not counted as school days.

- | | |
|---|---|
| <i>President's Appreciation:</i> June 24-28, 2019 | <i>Winter Recess:</i> Dec. 24, 2019 - Jan. 3, 2020 |
| <i>Independence Day:</i> July 4, 2019 | <i>Dr. Martin Luther King, Jr. Day:</i> Jan. 20, 2020 |
| <i>Labor Day:</i> Sept. 2, 2019 | <i>President's Day:</i> Feb. 17, 2020 |
| <i>Veterans Day:</i> Nov. 11, 2019 | <i>Spring Recess:</i> April 6-10, 2020 |
| <i>Thanksgiving Break:</i> Nov. 27-29, 2019 | <i>Memorial Day:</i> May 25, 2020 |

Emergency or Weather Shutdown

In the event of severe weather conditions or other emergencies, Pathways In Education may be closed. Each of the schools follow the decision of the superintendent or his/her designee regarding school closings. Parents/guardians should listen to the radio, watch local TV stations, and contact their school directly.

Internet Access Policy

The following Internet Access Policy (“Policy”) must be read and signed by the student and the parent or legal guardian of the student during registration and prior to the student accessing or using the Pathways In Education Computer Network (“Network”). Network is further defined herein below.

Pathways In Education believes that the benefits to educators and students from access to the Internet, in the form of information resources and opportunities for collaboration, far exceed any disadvantages of access. The purpose of this Policy is to ensure that Internet access using the Network will be appropriate and used only for educational purposes consistent with the acceptable standards of the school and community and in line with the school’s educational mission and purpose. This Policy sets forth the terms and conditions of the license for you to use the Network. You are fully responsible for any use of the system under your assigned user name or password by any person or entity. Parent(s) and guardian(s) of minors are ultimately responsible for setting and conveying the standards that their student(s) should follow. By signing this Internet Access Policy and/or using the Network, you and your parents or guardians agree to comply with all of the terms and conditions of this Policy. Any questions may be directed to the IT Help Desk at alltechsupport@alltechsi.com.

Computer Network/Internet Acceptable Use Regulations

The following terms, conditions and rules apply to all student access and use of the Network under this Policy including, but not limited to, internet access, Pathways In Education’s Online School program and student e-mail use:

1. **Network.** Pathways In Education–Nampa utilizes internet programs, computers, browsers, accounts, e-mail systems, and other technologies, including but not limited to sites and programs like Facebook® and Edmodo® to conduct school activities, provide information, and allow for student research, study and test-taking (hereinafter referred to as the “Network”). Any online accounts provided to student shall be for the exclusive of that student only. Students may not misrepresent themselves by using the Network under the guise, password, or name of another person or student. Students shall not reveal their passwords to anyone, violate anyone else’s right to privacy, or reveal other person’s names, personal addresses, phone numbers, or places of business. Any problems, which may arise from the misuse of an owner’s account, will be the responsibility of the student on that account. Any misuse will result in the suspension of account privileges. Use of an account by someone other than the registered account holder may result in loss of Network access privileges. In addition, any abusive conduct or violation of the conditions of these administrative regulations may lead to further disciplinary actions.
2. **Student Email Use.** Pathways In Education–Nampa may provide students with access to the school e-mail system on the Network. All e-mail use by students on the Network will be conducted in a responsible, legal and ethical manner. Failure to do so may result in the loss of e-mail privileges for the user, disciplinary action, or prosecution under federal or state law. Students and parents/guardians of students using the student e-mail system are responsible for the student’s use of the e-mail

3. *System.* All use of the e-mail system must be in support of education and research and must be consistent with academic actions of Pathways In Education–Nampa and will be under the supervision of Pathways In Education–Nampa school staff. Use of the e-mail for any illegal or commercial activities is prohibited. Students will use language that is considered appropriate, be polite, send information that other users will not find offensive and never reveal personal information about any user such as address, telephone number, credit card numbers, social security number, etc. Student is aware that Use of the school e-mail system is a PRIVILEGE, not a RIGHT; e-mail is not guaranteed to be private; violation of this Policy will result in the possible loss of e-mail privileges; and persons issued an e-mail account are responsible for its use at all times.

Before accessing the K-12 email, please be aware of and read the following web sites. By signing the Policy, students, parents and guardians are acknowledging that they have read and understand the content of the websites listed below:

- ❖ <https://www.netsmartz.org/Home>
- ❖ <https://www.nsteens.org/>
- ❖ <https://www.nypl.org/help/about-nypl/legal-notice/internet-safety-tips>

4. *Federal/State Laws and Other Disruptive Behavior.* Student shall not violate any federal state or local criminal or civil laws and shall not use the Network for illegal purposes of any kind. Student shall not load, install, or disseminate copyrighted material or copyrighted software onto or through the Network, including but not limited to downloading or redistributing any software, games, music graphics, video, or text, unless authorized to do so by the copyright owner. Student should assume that information or resources available via the Network are private to the individuals and organizations which own or hold rights to those resources and information unless specifically stated otherwise by the owners or holders of rights. Student will not use the Network to access information or resources unless permission to do so has been granted by the owners or holders of rights to these resources or information. Student and student's parents/guardians shall be liable for violating any federal and state laws while using the Network and shall indemnify Pathways In Education–Nampa for such unpermitted use. Students shall conduct themselves according to accepted Network etiquette, and refrain from any illegal or substantially disruptive behavior. The use of obscene, vulgar, threatening, harassing, abusive, defamatory language, or other graphic communications, which creates a substantial risk of materially and substantially disrupting the Network or of creating liability for the schools, in either public or private messages is expressly forbidden. The staff of Pathways In Education–Nampa will be the sole arbiter of what constitutes impermissible communication. Users shall immediately cease and desist activity upon request, pending resolution of any issues concerning messages in question. Students shall not infiltrate any sub-Networks connected to the Internet, violate anyone's right to privacy, disrupt the use of the Internet or any sub-Networks, or abuse, modify, or destroy any hardware or software used in accessing the Internet or any sub-Network. Student will not use the Network to interfere with or disrupt

network users, services, or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms and viruses, and using the network to make unauthorized entry to any other machine accessible via the Network. Student is prohibited from attempting to circumvent or subvert any system security measures. Student will print only to student's own local printer or to the printer designated by student's instructor or Pathways In Education–Nampa. Pathways In Education–Nampa will not be held responsible if student participates in any of the unpermitted activities and student will be held solely liable for engaging in the above unpermitted activities.

5. *Educational Use Only.* Student's use of the Network must be consistent with Pathways In Education–Nampa's primary educational goals. All information services and features contained on Pathways In Education–Nampa systems and Networks are intended for the private use of the Network account holders. Students shall not engage in any commercial "for profit" activity or advertising, extensive personal business, or other unauthorized use of the Network or materials contained therein.
6. *Supervision.* Students and parents should be aware that the Internet, like television, telephone service, and other forms of mass media, provides access to information and people, representing many different countries, cultures, political/philosophical/moral/religious views and lifestyles. Students using Internet in the classroom shall be closely supervised by the teacher. The responsibility for supervision of students accessing or using the Network from home or anywhere else outside the classroom shall be that of their parent(s) or guardian(s). Just as parents need to monitor television and video viewing, radio listening, and reading materials, parents of students using the Network are responsible for supervising their child's use of the Network. Although great care will be taken to reduce the possibility of objectionable materials being accessible through the Network, it is impossible to guarantee that no student will ever be able to obtain access to materials considered objectionable by school and community standards. Therefore, students and their parents are ultimately responsible for the materials accessed through the use of student Network accounts.
7. *Shared Resource.* The Network is a shared resource with finite capacities. Students should be considerate when transferring or storing large files on Network resources. Network users shall not engage in any use of the Network, which disrupts other users or seriously degrades performances of the system and Network. Any use determined to be disruptive by the Network administrators will result in appropriate action taken against the user.
8. *Right to Monitor Network Activity.* Pathways In Education–Nampa retains the right to monitor Network activity, review any material stored in files which are generally accessible to others, edit or remove any material which the Pathways In Education–Nampa staff, in its sole discretion, believe violates the above standards, and terminate the Network accounts of any persons violating the conditions set forth in this agreement.
9. *Right to Amend Policy & Service Availability.* Pathways In Education–Nampa shall have the sole right at any time, with or without notice, to alter or amend Policy,

or to otherwise change, modify, discontinue or amend (a) the terms and conditions applicable to your use of the Network; or (b) any aspect or feature of the Network, including, but not limited to, content, functionality, hours of availability, and hardware, telecommunication equipment, software, or services needed for access or use. Any use of the Network by you after any such changes, modifications, or additions shall continue to be governed by this Policy. The specific conditions and services that are offered under the Network may be changed from time to time at Pathways In Education–Nampa’s sole discretion.

10. **No Warranties.** Pathways In Education–Nampa makes no warranties with respect to the network service, and it specifically assumes no responsibilities for: (i) the content of any advice or information received by a student from a source outside the school, or any costs or charges incurred as a result of seeing or accepting such advice; (ii) any costs, liability or damages caused by the way the student chooses to use his/her network access; and (iii) any consequences of service interruptions or changes, even if these disruptions arise from circumstances under the control of the Network. Pathways In Education–Nampa makes no warranties with respect to availability of service or access to the Network.
11. **Indemnification.** By using the Network, I agree to defend, indemnify, and hold harmless Pathways In Education–Nampa from and against all claims and expenses, including attorneys’ fees, arising out of the use of the Network by me or by anyone having access to the Network by means of my account.
12. **Release of Liability.** In consideration for the privilege of using the Network and in any consideration for having access to the information contained on it, students, parents and guardians agree to release the Pathways In Education–Nampa, the Network, its operators and administrators, and any institutions with which they are affiliated from any and all claims of any nature arising from his/her use, or inability to use, the Network.
13. **Governing Law.** This Consent and Waiver form and the Rules and Regulations shall, in all respects, be governed by the laws of the State of Nampa applicable to the agreements executed and wholly performed within the State of Nampa.
14. **Attorneys’ Fees.** In the event any action is instituted by a party to enforce any of the terms and provisions of this Consent and Waiver form or the Rules and Regulations, the prevailing party in such action shall be entitled to such reasonable attorneys’ fees, costs, and expenses as may be fixed by the court or trier of facts, whether or not such action is prosecuted to final judgment.

Student Data Privacy and Security

The efficient collection, analysis, and storage of student information is essential to improve the education of our students. As the use of student data has increased and technology has advanced, the need to exercise care in the handling of confidential student information has intensified. The privacy of students and the use of confidential student information is protected by federal and state laws, including the Family Educational Rights and Privacy Act (FERPA) and the Idaho Student Data Accessibility, Transparency and Accountability Act of 2014 (Idaho Data Accountability Act).

Student information is compiled and used to evaluate and improve Idaho's educational system and improve transitions from high school to postsecondary education or the workforce. The Data Management Council (DMC) was established by the Idaho State Board of Education to make recommendations on the proper collection, protection, storage and use of confidential student information stored within the Statewide Longitudinal Data System (SLDS). The DMC includes representatives from K-12, higher education institutions and the Department of Labor.

This model policy is required by the Idaho Data Accountability Act. In order to ensure the proper protection of confidential student information, each school district and public charter school shall adopt, implement and electronically post this policy. It is intended to provide guidance regarding the collection, access, security and use of education data to protect student privacy. This policy is consistent with the DMC's policies regarding the access, security and use of data maintained within the SLDS. Violation of the Idaho Data Accountability Act may result in civil penalties.

Definitions

Administrative Security: consists of policies, procedures, and personnel controls including security policies, training, and audits, technical training, supervision, separation of duties, rotation of duties, recruiting and termination procedures, user access control, background checks, performance evaluations, and disaster recovery, contingency, and emergency plans. These measures insure that authorized users know and understand how to properly use the system in order to maintain security of data.

Aggregate Data: is collected or reported at a group, cohort or institutional level and does not contain PII. **Data Breach:** is the unauthorized acquisition of PII.

Logical Security: consists of software safeguards for an organization's systems, including user identification and password access, authenticating, access rights and authority levels. These measures ensure that only authorized users are able to perform actions or access information in a network or a workstation.

Personally Identifiable Information (PII) includes: a student's name; the name of a student's family; the student's address; the students' social security number; a student education unique identification number or biometric record; or other indirect identifiers such as a student's date of birth, place or birth or mother's maiden name; and other information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances, to identify the student.

Physical Security: describes security measures designed to deny unauthorized access to facilities or equipment.

Student Data: means data collected at the student level and included in a student's educational records.

Unauthorized Data Disclosure: is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

Student Data Collection, Access, Security and Use Collection

The public charter school shall follow applicable state and federal laws related to student privacy in the collection of student data.

Access

Unless prohibited by law or court order, the public charter school shall provide parents, legal guardians, or eligible students, as applicable, the ability to review their child's educational records.

The Superintendent, administrator, or designee, is responsible for granting, removing, and reviewing user access to student data. An annual review of existing access shall be performed.

Access to PII maintained by the school district or public charter school shall be restricted to:

- (1) the authorized staff of the public charter school who require access to perform their assigned duties; and
- (2) authorized employees of the State Board of Education and the State
- (3) vendors who require access to perform assigned duties

Security

The Public Charter School shall have in place Administrative Security, Physical Security and Logical Security controls to protect from a Data Breach or Unauthorized Data Disclosure.

Use

Publicly released reports shall not include PII and shall use Aggregate Data in such a manner that re-identification of individual students is not possible.

The Public Charter School contracts with outside vendors involving student data, which govern databases, online services, assessments, special education or instructional supports, shall include the following provisions which are intended to safeguard student privacy and the security of the data:

Requirement that the vendor agree to comply with all applicable state and federal law.

- ❖ Requirement that the vendor agree to comply with all applicable state and federal law.
- ❖ Requirement that the vendor have in place Administrative Security, Physical Security, and Logical Security controls to protect from a Data Breach or Unauthorized Data Disclosure.
- ❖ Requirement that the vendor restrict access to PII to the authorized staff of the vendor who require such access to perform their assigned duties.

- ❖ Prohibition against the vendor's secondary use of PII including sales, marketing or advertising.
- ❖ Requirement for data destruction and an associated time frame.
- ❖ Penalties for non-compliance with the above provisions.

The Public charter schools shall clearly define what data is determined to be directory information.

If the Public charter school chooses to publish directory information which includes PII, parents must be notified annually in writing and given an opportunity to opt out of the directory. If a parent does not opt out, the release of the information as part of the directory is not a Data Breach or Unauthorized Data Disclosure.

Policy History

Adopted: 3/7/19 Effective: 3/7/19

Legal Reference:

20 U.S.C. § 1232g Family Education Rights and Privacy Act

34 C.F.R. 99 Family Education Rights and Privacy Act

I.C. § 33-133 Idaho Student Data Accessibility, Transparency, and Accountability Act

Section III: Student Behavior

Academic Honesty

Pathways In Education is strongly committed to nurturing academic excellence, truth, responsibility, and integrity. Our guided individualized learning program expects all students to maintain a high standard of ethics in their academic pursuits. Academic dishonesty is considered a serious matter and will not be tolerated.

Academic dishonesty includes but is not limited to the following:

- ❖ Copying from another student or knowingly allowing another to copy.
- ❖ Using unauthorized materials and/or technologies.
- ❖ Plagiarizing work, defined as the intentional or accidental appropriation of another's writings or ideas and the unacknowledged incorporation of that work, in full or in part, in one's own written work. This definition includes electronic media such as the Internet.
- ❖ Counterfeit work, including turning in as one's own work that which was created, researched, or produced by another.
- ❖ Theft or the altering of grades, records (written or electronic) and/or teaching materials (written or electronic).

Any student found to have broken the academic honesty policy is subject to any or all of the following consequences:

- ❖ Immediate removal from the course(s) where the infraction occurred (without replacement) and may result in failure of the course.
- ❖ A due process hearing
- ❖ Suspension

Dress Standard

Students are expected to dress in accordance with the "business-like" learning environment of the school. The standards are not intended to take away individual styles, but to remove those clothing items that are taken to extremes or present ideals which the school does not wish to promote. The school considers the following items inappropriate for students to wear at school:

- ❖ Any clothing or jewelry item that depicts drugs, sex, alcohol, firearms, profanity or racism
- ❖ Sheer or revealing garments that are sexually inappropriate
- ❖ Any clothing that has a disruptive influence on the learning environment
- ❖ Pants should be worn at waist level

The teachers and staff of the school will monitor student dress. Discretion will be used by the administration and will prevail in all instances. If a problem arises, the teacher or administrator may ask the student to leave the school and return with appropriate dress, contact the student's family,

and/or request a parent-teacher conference to discuss the matter. Continued violations may result in suspension.

Code of Conduct

1. **Student Conduct Expectations**
2. **Harassment, Intimidation, and Bullying Policy**
3. **Prohibition of Weapons**
4. **Discipline Policy**

The school will be open to all age-appropriate children without regard to race, ethnic background, disability, and/or religious affiliation and will be tuition free.

Pathways In Education will attempt to address the needs of students through a quality education program. To be effective and to fulfill this goal, Pathways In Education believes that students need a positive, safe, and orderly school environment in which learning can take place without disruption. Students who do not obey the rules of good conduct are interfering with the learning process and safety of others, as well as minimizing their own opportunities to learn.

In order to maintain a positive climate for learning, Pathways In Education has developed a code of conduct. Consequences for failing to comply with the code of conduct include suspension, expulsion, and possible criminal consequences if violent acts are committed on school property, at a school sponsored function, or in a firearm-free zone.

Student Conduct Expectations

Students are required to conform to the customary rules of conduct and the normal modes of operation of the school, and to act in accordance with the following behavior expectations:

- ❖ Follow all written and verbal agreements.
- ❖ Follow Pathways In Education's written discipline policy.
- ❖ Be courteous and respectful to others.
- ❖ Respect the property of others.
- ❖ Be prepared to learn at all times.
- ❖ No smoking in or near the school.
- ❖ Turn off all cellular phones while in school.

Teachers and staff will monitor student behavior. If a problem arises that cannot be resolved between Pathways staff and the student, the student's parent/guardian will be contacted and may be required to attend a parent-teacher conference to attempt to resolve the matter. If the student's disruptive behavior continues, the student is at risk of being suspended and/or expelled from the program.

Harassment, Intimidation, and Bullying Policy

It is the policy of Pathways In Education to prohibit harassment, intimidation, and bullying, including but not limited to sexual, physical, verbal, written, electronic, mental, emotional and visual harassment, intimidation, bullying, and cyber-bullying. Whether direct or indirect, such intentional acts substantially harm and interfere with a student's education, threaten the overall

educational environment, and substantially disrupt the operation of school.

No student or minor present on school property or at school activities shall intentionally commit, or conspire to commit, an act of harassment, intimidation or bullying against another student.¹

“Harassment, intimidation or bullying” means any intentional gesture, or any intentional written, verbal or physical acts or threats by a student that:

1. A reasonable person under the circumstances should know will have the effect of:
 - a. Harming a student.
 - b. Damaging a student’s property.
 - c. Placing a student in reasonable fear of harm to his or her person.
 - d. Placing a student in reasonable fear of damage to his or her property.
2. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening or abusive educational environment for a student.

An act of harassment, intimidation or bullying may also be committed through the use of a landline, car phone or wireless telephone or through the use of data or computer software that is accessed through a computer, computer system, or computer network.²

Harassment, intimidation, or bullying is defined as a pattern of any one or more of the following:

1. Gestures including, but not limited to, obscene gestures and making faces.
2. Written, electronic, or verbal communications including, but not limited to, calling names, threatening harm, taunting, malicious teasing, or spreading untrue rumors. Electronic communication includes, but is not limited to, a communication or image transmitted by e-mail, instant message, text message, blog, or social networking website through the use of a telephone, mobile phone, pager, computer, or other electronic device.
3. Physical acts including, but not limited to, hitting, kicking, pushing, tripping, choking, damaging personal property, or unauthorized use of personal property.
4. Repeatedly and purposefully shunning or excluding from activities.
5. Conspiring with another individual to commit any act of harassment, intimidation, or bullying against another student.

When the pattern of behavior provided above is exhibited toward a student, more than once, by another student or group of students and occurs, or is received by, a student while on school property or at a school-sponsored or school-related function, event, or activity, it shall be considered harassment, intimidation, or bullying. The pattern of behavior as provided in 1-5 above must have the effect of physically harming a student, placing the student in reasonable fear of physical harm, damaging a student’s property, placing the student in reasonable fear of damage to the student’s property, or must be sufficiently severe, persistent, and pervasive enough to either create an intimidating or threatening educational environment, have the effect of substantially interfering with a student’s performance in school, or have the effect of substantially disrupting the orderly

1. Idaho Code § 18-917A(1)

2. Idaho Code § 18-917A(2)

operation of the school.

Harassment, intimidation, or bullying for any reason, including but not limited to, race, sex, gender, national origin, ancestry, marital status, economic status, disability, sexual orientation, and religion is a violation of both state and federal law. Verified harassers may face detention, loss of computer privileges, suspension, or expulsion. Disciplinary action will be determined by school administrators and Pathways In Education's Board of Directors. Threats of any kind and hate crimes will be reported to local law enforcement officials. Any student who violates any provision of Idaho Code §18-917A may be guilty of an infraction.¹

Pathways In Education will take prompt and effective steps reasonably calculated to end the harassment, intimidation, or bullying; eliminate any hostile environment, and its effects; and prevent the harassment from recurring. Appropriate steps to end harassment may include separating the victim and perpetrator, or providing counseling for the victim and perpetrator.

Harassment, intimidation, or bullying includes any act that takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation, use of the district Internet system, use of a personal digital device on campus, or off-campus activities that cause or threaten to cause a substantial and material disruption at school or interference with the rights of students to be secure.

In situations in which electronic or cyber-bullying originates from a non-school computer, but is brought to the attention of school officials, any disciplinary action shall be based upon whether the conduct is determined to be severely disruptive to the educational process so that it markedly interrupts or severely impedes the day-to-day operations of the school.

It is important to understand that jokes, stories, cartoons, nicknames, sending or posting inappropriate and hurtful e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs and comments that violate school, state, and federal law may be offensive to others and will not be tolerated.

Victims of harassment or bullying are urged to inform a teacher or school administrator immediately. Personnel are required to report, in a timely and responsive manner, any incident of harassment, intimidation, or bullying they witness or are aware of to the school principal or designee. The school principal or designee will promptly investigate any allegations of misconduct that are reasonably characterized as harassment, intimidation, or bullying. The teacher or school administrator will document the events, contact the appropriate parties, and appropriate steps will be taken. Keeping quiet or ignoring the problem will not make it go away. Harassment may also be reported by calling the toll-free *We Want to Know* HOTLINE® (800) 990-8384. Pathways In Education prohibits reprisal or retaliation against any person who reports and act of harassment, intimidation, or bullying; or cooperates in an investigation. Annually, Pathways In Education shall report bullying incidents to the state department of education in a format as set forth in rule by the same state board as required by Idaho Code § 33-512.

1. Idaho Code §18-917A(3)

Prohibition of Weapons

Pathways In Education is committed to providing a safe environment for all students and staff when they are at school or attending any school-sponsored event. This commitment includes the prohibition against any weapons or other objects/substances which may pose a threat to the health and safety of other students or staff members, or could be used to disrupt the educational process.

Idaho Code Section 18-3302D addresses possession of weapons or firearms on school property and provides:

(a) It shall be unlawful and is a misdemeanor for any person to possess a firearm or other deadly or dangerous weapon while on the property of a school or in those portions of any building, stadium or other structure on school grounds which, at the time of the violation, were being used for an activity sponsored by or through school in this state or while riding school provided transportation.

(b) The provisions of this section regarding the possession of a firearm or other deadly or dangerous weapon on school property shall also apply to students of schools while attending or participating in any school-sponsored activity, program or event regardless of location.

Authorized district personnel have the right to search all students and minors, as well as their belongings and lockers when it is reasonably believed that the student or minor is carrying a deadly or dangerous weapon.

The provisions of Idaho Code § 33-205 require a board of trustees to expel a student for not less twelve (12) calendar months, whenever a student brings a weapon or firearm on school property

Idaho Code § 33-205 allows the board of trustees, on a case-by-case basis, to waive the expulsion requirement or authorize less than a full year expulsion if circumstances warrant.⁴¹ It also allows the school to reconcile the expulsion requirement with the IDEA and Section 504 of the Rehabilitation Act of 1973 (“Section 504”),⁴² which restrict expulsion of a student with a disability for misconduct that is a manifestation of the student’s disability. (See Questions 161-170 and 211-216.)

<https://legislature.idaho.gov/statutesrules/idstat/title18/t18ch33/sect18-3302d/>

Discipline Policy

Due-Process Statement

Pathways shall provide for the fair treatment of students facing disciplinary action, including suspension and expulsion, by affording them due-process rights. Rules regarding suspension and expulsion shall be revised periodically as required by any changes in policy, regulation, or law.

Definition of Expulsion

Expulsions shall be defined as permanent dismissals from Pathways In Education, without re-enrollment privileges, and must be approved by the Pathways in Education Board of Directors or designee(s).

Definition of Suspension

Suspensions shall be defined as a temporary removal of a student from the student's regular school program.

- ❖ Suspended students are not allowed to be on campus or attend any school-related activities during the period of suspension.
- ❖ Students of compulsory attendance age will be provided alternative instruction upon suspension. This instruction will be comparable to that if the student would have attended school that day. In order to receive credit, students must submit the assignments to their teacher on the day of return to school upon the conclusion of the suspension period.

Suspension Procedure

The superintendent or the principal of Pathways In Education may temporarily suspend any student for the following reasons:

1. Disciplinary reasons, including student harassment, intimidation, or bullying, or for any other conduct disruptive of good order or of the instructional effectiveness of the school.
2. Failure of the parent/guardian to furnish, or to request of a previous administration, out-of-state records for a student transferring into this district. The parent/guardian of a student transferring from out-of-state to a school in this district is required, if requested, to furnish the district accurate copies of the student's school records, including records containing information concerning violent or disruptive behavior, student harassment, intimidation, or bullying, or disciplinary action involving the student.

The temporary suspension by the principal will not exceed five (5) school days in length. The superintendent may extend the temporary suspension an additional ten (10) school days. If the Board of Directors finds that immediate return to school attendance by the temporarily suspended student would be detrimental to other students' health, welfare, or safety, the board may extend the temporary suspension for an additional five (5) school days.

Prior to suspending any student, the superintendent or principal will grant an informal hearing on the reasons for the suspension and the opportunity to challenge those reasons. Any student who has been suspended may be readmitted to the school by the superintendent or the principal who suspended him or her upon such reasonable conditions as the superintendent or principal

may prescribe. The Board of Directors will be notified of any temporary suspensions, the reasons therefore, and the response, if any, thereto.

Denial of School Attendance

The Pathways In Education Board of Directors may deny a student enrollment, or may deny a student attendance at any of its schools by expulsion, for the following reasons:

1. The student is a habitual truant, is incorrigible, or whose conduct, in the judgment of the board, is such as to be continually disruptive of school discipline or of the instructional effectiveness of the school, or whose presence in a public school is detrimental to the health and safety of other students.
2. The student has been expelled from another school district in this state or any other state.
3. The parent/guardian fails to furnish, or to request of the out-of-state school from which the student is transferring, school records for a student transferring into Pathways In Education. The parent/guardian of a student transferring from out-of-state to a school in this district is required, if requested, to furnish Pathways In Education accurate copies of the student's school records, including records containing information concerning violent or disruptive behavior or disciplinary action involving the student.

Any student having been denied enrollment or expelled may be enrolled or readmitted to school by the Board of Directors upon such reasonable conditions as may be prescribed by the board; but such enrollment or readmission will not prevent the board from subsequently expelling such student for cause.

The Board of Directors will expel from school for a period of not less than one (1) year, twelve (12) calendar months, or may deny enrollment to, a student who has been found to have carried a weapon or firearm on school property in this state or any other state, except that the board may modify the expulsion or denial of enrollment order on a case-by-case basis. An authorized representative of the board will report such student and incident to the appropriate law enforcement agency.

No student will be expelled or denied enrollment without first receiving the following due process rights:

1. The Board of Directors, through the superintendent or designee(s), will give written notice to the parent/guardian of the student;
2. The notice will state the grounds for the proposed expulsion or denial of enrollment and the time and place where such parent/guardian may appear to contest the action of the board to deny school attendance;
3. The notice will also state the right of the student to be represented by counsel, to produce witnesses, and submit evidence on his or her own behalf, and to cross-examine any adult witnesses who may appear against him or her.
4. Within a reasonable period of time following such notification, the board will grant the student and his or her parent/guardian a full and fair hearing on the proposed expulsion or denial of enrollment.

1. The board will allow a reasonable period of time between such notification and the holding of such hearing to allow the student and the parent/guardian to prepare their response to the charge.
2. Any student who is within the age of compulsory attendance, who is expelled or denied enrollment as herein provided, will come under the purview of the Juvenile Corrections Act, and an authorized representative of the board will provide, within five (5) days, written notice of the expulsion to the prosecuting attorney of the county of the student's residence in such form as the court may require under the provisions of the Juvenile Corrections Act.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act or Section 504 of the Federal Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion that apply to regular education students. All the procedural safeguards established by Pathways In Education policies and regulations and IDEA shall be observed in considering the suspension of students with disabilities. In the case of a suspension or an expulsion of a student identified as having special education needs, Pathways In Education shall comply with federal and state law.

Expired and/or terminated IEP documents will be handled on a case-by-case basis by the Director of Special Education and/or Program Specialists.

Notification of District and/or Special Education Local Plan Area (SELPA)

Pathways In Education shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student who Pathways In Education or District would be deemed to have knowledge that the student had a disability. All students with disabilities who have been suspended or expelled for more than ten (10) school days in a school year retain the right to a free appropriate public education.

Services During Expulsion

Students suspended for more than 10 school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting--Interim Alternative Education Setting ("IAES"), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. These services may be provided in an IAES.

Procedural Safeguards/Manifestation Determination

A change of placement is a removal from the student's current educational placement for more than ten (10) consecutive school days or a series of removals that constitute a pattern when they total more than ten (10) cumulative school days in a school year. Within 10 school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Pathways In Education, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the Pathways In Education's failure to implement the IEP/504 Plan.

If Pathways In Education, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability. If Pathways In Education, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that Pathways In Education had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Pathways In Education agree in writing to a change of placement as part of the modification of the behavioral intervention plan.

If there were grounds to place a student in an IAES, the student may remain in the IAES even if there was a manifestation.

If Pathways In Education, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then Pathways In Education may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities. Pathways In Education will forward special education and disciplinary records for consideration to the board of trustees, which makes the final decision regarding the disciplinary action.

Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or Pathways In Education believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing by filing an expedited due process complaint with the Idaho Department of Education Dispute Resolution Office, which will submit the complaint to the office of Administrative Hearings, or by utilizing the dispute provisions of the 504 Policy and Procedures. When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Pathways In Education, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and Pathways In Education agree otherwise.

Special Circumstances

Pathways In Education personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct. The Principal or designee may remove a student to an interim alternative educational setting for not more than 45 days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated Pathways In Education's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Pathways In Education had knowledge that the student was disabled before the behavior occurred. Pathways In Education shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If Pathways In Education knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay put. If Pathways In Education had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Pathways In Education shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by Pathways In Education pending the results of the evaluation. Pathways In Education shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Section IV: Complaint Policy

For students, employees, parents or guardians of its students, school and district advisory committees, appropriate private school officials or representatives, and other interested parties:

Pathways In Education–Nampa has the primary responsibility to ensure compliance with applicable state and federal laws and regulations, and has established this Policy to address allegations of unlawful discrimination and complaints alleging violation of state or federal laws governing educational programs.

Pathways In Education shall investigate and seek to resolve complaints using this Policy, adopted by our local board. Unlawful discrimination complaints may be based on actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity that receives or benefits from state financial assistance. The Policy shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in Special Education Programs.

Complaints must be filed in writing with the following compliance officer:

John C. Hall, Superintendent
Attn: Jessica Ray, Designee
Complaint Form
Pathways In Education Public Charter Schools
320 N. Halstead Street, Suite 280
Pasadena, CA 91107
(626) 685-9300

Complaints alleging discrimination must be filed within six (6) months from the date the alleged discrimination occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, unless the time for filing is extended by the superintendent or his or her designee.

Complaints will be investigated and a written report will be sent to the complainant within 60 days from the receipt of the complaint. The report will contain the following:

1. Findings of fact based on evidence gathered
2. Conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted

This 60-day time period may be extended by written agreement of the complainant. The investigator responsible shall be knowledgeable about the laws and programs he/she is investigating.

The complainant has a right to appeal the investigator's report to Pathways In Education's Board of Trustees by filing a written appeal within 15 days of receiving the investigator's report.

Civil law remedies may be available under state or federal discrimination laws, if applicable. A complainant may pursue available civil law remedies outside of the LEA's complaint procedures.

COMPLAINT POLICY/HOTLINE

Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For discrimination claims arising under federal law, such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

A copy of this Complaint Policy and the Complaint Form shall be available free of charge at each Pathways In Education location.

**Pathways In Education Public Charter Schools
Complaint Form**

Pathways In Education (PIE) has created a procedure for the filing of complaints concerning deficiencies related to its operations. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the following contact information.

Response requested: Yes No

Name: _____

Mailing Address: _____

Daytime Phone Number: _____

Evening Phone Number: _____

*Date of Problem: _____

*Location of Problem (School or Center Name and Address): _____

*Course or Grade Level and Teacher Name: _____

***Please describe the issue of your complaint in as much detail as possible, including, if applicable, the class or extracurricular activity involved. You may attach additional pages if necessary to fully describe the situation.**

**Required Fields*

Please file this form at your local learning center or mail this complaint to the following location:

John C. Hall, Superintendent
Attn: Jessica Ray, Designee
Complaint Form
Pathways In Education Public Charter Schools
320 N. Halstead Street, Suite 280
Pasadena, CA 91107

Section V: Study Requirements

Planning a Course of Study

An instructor will be available to advise and assist the student with his/her course/curriculum selections. The program of studies should be planned to reflect the student's interests, needs, aptitudes and career goals. All of the general course objectives should be consistent with the school's content standards and state guidelines. Levels of student achievement will differ due to the individualized nature of the learning process and the student's own capabilities.

As you plan your program, the instructor will ensure that you follow the guides listed below so that the achievement levels and requirements for graduation, college entrance and basic skill competencies will be satisfied when applicable.

Acceptance of External Credits

Pathways In Education accepts transfer credit only from other accredited schools.

Standardized Testing

As required by Idaho Code 08.02.03.04, Pathways In Education will administer the comprehensive assessment program approved by the Idaho State Board of Education. This program will include, but is not limited to, the Idaho Language Assessment, the Idaho Standards Achievement Tests (ISAT), End of Course exams, and a college entrance exam. More information concerning required assessments can be obtained from a teacher or principal.

Dual Enrollment

According to Idaho Code 33-203 a student who is enrolled at Pathways In Education–Nampa shall be allowed to enroll in a public school for dual enrollment purposes. Dual enrollment shall include the option of joint enrollment in a regular public school. College preparatory courses (or others) not offered by the school can be taken at the district school for high school credit. Pathways In Education–Nampa has established additional enrollment options for its students in the form of a Dual Enrollment Agreement with Nampa School District to meet this requirement. Parents must complete a Dual Enrollment form and submit it with proof of address prior to enrollment in district courses or activities. Additionally, Dual Enrollment shall include the option of enrollment in a post-secondary institution. Any credits earned from an accredited post-secondary institution shall be credited toward state board of education high school graduation requirements. In order to qualify for Dual Enrollment, students must be deemed in good standing (satisfactory attendance, monthly unit completion, and behavior) and there must be room or space available for the student in whichever district or college course/ program selected.

College Admissions Information

Students desiring information regarding college admissions requirements should contact their teacher or student advisor. Current information is also available on the Internet.

2019-2020 Graduation Requirements- Nampa

English-Language Arts & Communications (9 Credits)	English 9 English 10 English 11 English 12 Speech & Voice (1)
Mathematics (6 Credits)	Algebra I or Integrated Math I Geometry or Integrated Math II 3rd Math Financial Math Mathematics of Personal Finance Algebra II Pre-Calculus or Integrated Math III
Science (6 Credits [4 must be lab based])	Physical Science Biology 3rd Science Earth Science Environmental Science Human Anatomy Chemistry Physics
Social Science (7 Credits)	World History US History American Government Economics (1)
Technology (3 Credits)	Technology Literacy Computing for College and Careers Computer Programming 1 Digital and Interactive Media
Health & PE (1 Credit Each)	Health A PE I
Humanities (2 Credits)	Multiple courses are available, discuss options with your teacher.
Electives (16 Credits)	Multiple courses are available, discuss options with your teacher.
TOTAL 51 Credits	

Graduation Planning Guide- Nampa

Grade 9

Grade 10

English 9A		English 9B		English 10A		English 10B	
Mathematics 9A		Mathematics 9B		Mathematics 10A		Mathematics 10B	
Physical Science A		Physical Science B		Biology A		Biology B	
Health		PE		World History A		World History B	
Technology		Technology		Technology		Speech	
Elective		Elective		Elective		Elective	
Elective		Elective		Elective		Elective	

Grade 11

Grade 12

English 11A		English 11B		English 12A		English 12B	
Humanities		Humanities		Mathematics 12A		Mathematics 12B	
3rd Science A		3rd Science B		US Government		Economics	
US History A		US History B		Elective		Elective	
Elective		Elective		Elective		Elective	
Elective		Elective		Elective			

External Credits

Additional Requirements

	Senior Project	
	Civics Exam	
	ACT or SAT	
	10 hrs of Approved Community Service	

Coursework

The Pathways In Education school model focuses on providing students the opportunity to complete their high school education through independent study. The independent study program provides students rigorous textbook-based and online course offerings in order to allow students the flexibility to work at their own pace in an independent format.

Students also have the option to enroll in Small Group Instruction (SGI) courses to receive classroom style instruction to receive support in their independent courses. The small group instruction courses are aligned with common core state standards. A syllabus will be made available on the first day of class by the instructor. Course codes designated with SGI (*ex: SGI-11-121*) indicates that these courses are available for students.

Online School Policy

In the event a student takes any online courses during their enrollment with Pathways In Education–Nampa, the following terms and conditions under this Pathways In Education–Nampa Online School Policy (“OSP”) will also apply in addition to the terms and conditions of the Policy:

Pathways In Education–Nampa’s online school courses can be independently accessed either from school or home. Coursework will range between forty-five (45) to sixty (60) hours, and will include various assessments in addition to a teacher-graded final exam. Students are required to spend a minimum of five hours in the online course per week and will be disqualified from participation in the course after ten (10) consecutive school days of inactivity. Students must satisfy a minimum passing grade as defined in the Pathways In Education student handbook. Successfully completing an online course requires a shared partnership between student, parents, and school staff. There must be acknowledgment and agreement of the responsibilities belonging to each person involved.

Students accept responsibility for:

- ❖ Logging in to the online course for a minimum of five (5) hours per week, and complete all course assignments. Failure to do so will result in the necessity to repeat the course in a traditional format. Failure to log in to the course for ten (10) consecutive school days will result in removal from participation in the online class.
- ❖ Seeking immediate assistance from the instructor or contact Pathways In Education–Nampa’s Education Technology Manager if technical problems occur with the system.
- ❖ Avoiding plagiarism, as it is considered cheating. Copying and passing directly from the online curriculum into other sources will not be considered “notes”, because they are not student-generated. Use of translation software for foreign language classes is also a form of plagiarism.

Parents or guardians accept responsibility for:

- ❖ Keeping regularly informed of the student’s online learning activities and to promptly inform Pathways In Education–Nampa staff of any circumstances actually or potentially interfering with the student’s ability to learn.
- ❖ Encouraging the student to log in to the online course a minimum of five hours per week. Failure to login to the course for ten (10) consecutive school days will result in the removal of the student from the course.

STUDY REQUIREMENTS

- ❖ Supporting student learning by providing adequate time and access to an Internet-accessible computer at home in order to complete coursework, or allow extra time for the student to spend at school or a library to complete necessary coursework.
- ❖ Being aware of the student's computer use, and encourage them to use all available technology for schoolwork.

Teachers and staff at Pathways In Education–Nampa are responsible for:

- ❖ Responding to student questions, comments, or concerns within one (1) school day.
- ❖ Providing the student and parent/guardian with regular updates as to student's progress in the course.
- ❖ Establishing clear goals and course room participation expectations.
- ❖ Assisting students in mastering the curricula.

Students will not be able to participate in the course without signed parental consent. If you have any questions regarding the online course, please contact the Pathways In Education–Nampa Online Program at (626) 460-9206 or onlineprogram@pathwaysedu.org.

Section VI: Course of Study

• English–Language Arts & Communications •

ENGLISH 9 A/B

HS1120/ HS1121, SGI-11-11/SGI-11-12

Credit: 1 credit each semester

Graduation Requirement: ELA & Communications

Novels: *No Fear Shakespeare: Romeo and Juliet* (Sparknotes); *The Hunger Games* by Suzanne Collins. This course will expose students to a wide variety of nonfiction and poetry as well as a full length novel. This course will prime students' ability to comprehend and analyze the content of their reading assignments by teaching students to analyze author's style, genre, and content. It will expose students to authors' intent, style, language, rhetorical devices, and literary concepts. Each lesson will develop and increase students' ability to respond thoughtfully and dynamically to each text they are exposed to. Students will learn the foundations of writing by learning the basics of syntax and paragraph structure. Grammar and writing lessons will be introduced and students will be given opportunities to identify these patterns in their readings and implement this knowledge into their own writing.

ENGLISH 10 A/B

HS-10-81A/HS-10-82, SGI-11-21/SGI-11-22

Credit: 1 credit each semester

Graduation Requirement: ELA & Communications

Textbook: *Prentice Hall Literature* (Pearson); **Novel:** *Night* by Elie Wiesel; **Drama:** *Lost in Yonkers* by Neil Simon. This course will expose students to both non-fiction writing and fictional stories and also authors' intent and literature concepts. Students will understand how to develop inferences about what they have read and explain new information. The purpose of this course is also to increase students' vocabulary and grammar development. Students will also implement new knowledge of grammar, proofreading, and revision rules into their writing.

ENGLISH 11 A/B

HS-10-85/HS-10-86, SGI-11-31/SGI-11-32

Credit: 1 credit each semester

Graduation Requirement: ELA & Communications

Textbook: *Prentice Hall Literature* (Pearson); **Novels:** (A) *Matthew A. Henson's Historic Arctic Journey* by Matthew A. Henson; (B) *Jurassic Park* by Michael Crichton. The purpose of English 11 A/B is to create college- and career-ready thinkers and writers. Through the use of Essential Questions, students will analyze and evaluate a wide variety of fiction and non-fiction selections in their textbook and novels. They will be challenged to hone their craft in a variety of writing assignments utilizing refined knowledge of grammar, proofreading, and revision rules of writing. Students will use higher-level thinking skills to go beyond simple comprehension of the assigned texts. They will grow in their ability to analyze and evaluate information in literary and informational texts.

ENGLISH 12 A/B

HS-10-89/HS-10-90, SGI-11-41/SGI-11-42

Credit: 1 credit each semester

Graduation Requirement: ELA & Communications

Textbook: *Prentice Hall Literature* (Pearson); **Drama:** *Othello* by William Shakespeare; **Novel:** *Oliver Twist* by Charles Dickens. Students taking English 12 will be engaged in a rigorous course, aligned to Common Core standards, that is designed to create college- and career-ready thinkers and writers. Students will analyze and evaluate a wide variety of fiction and non-fiction selections in their textbook and novels. Students will practice critical thinking, comprehension, vocabulary analysis, and grammar skills through thematic units centered in the historical context of the literary period. Students will benefit from a well-rounded writing program that focuses on the writer's craft, such as supporting claims, organizing information, using narrative techniques, conducting research, evaluating point of view, and proofreading and revising skills. Students will be challenged to hone their craft to create a reflective essay or autobiographical narrative, persuasive essay or short story, historical investigation report, and multimedia presentation. Assessments will emphasize higher-level thinking skills, requiring students to go beyond simple comprehension of the assigned texts; they must show growth in their ability to analyze and evaluate information they encounter in literary as well as informational texts.

SPEECH AND VOICE

HS-90-115

Credit: 1 credit

Graduation Requirement: ELA & Communications

In this course, students will learn to: initiate and participate effectively in group discussions. Students will learn how to propel conversations by clarifying, verifying, or challenging ideas and conclusion; respond thoughtfully to diverse perspectives; engage in effective and clear oral, written, and digital communication; evaluate the reasoning and evidence a speaker uses; use digital media to demonstrate understanding of findings, reasoning, and evidence; adapt their speech to a variety of audiences; and, use textual evidence to support their ideas. Incorporate appropriate vocabulary into various modes of communication. Students will show mastery of these skills through a variety of reading, writing, speaking, and listening activities.

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• ONLINE COURSES •

ENGLISH 9 SEM A/B

HSED1001/ HSED1002

Credit: 1 credit each semester

Graduation Requirement: ELA & Communications

Course Provider: Edmentum. English 9 introduces the elements of writing poems, short stories, plays, and essays. Grammar skills are enhanced by the study of sentence structure and style and by student composition of paragraphs and short essays. Topics include narration, exposition, description, argumentation, punctuation, usage, spelling, and sentence and paragraph structure

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ENGLISH 10 SEM A/B

HSED1003/ HSED1004

Credit: 1 credit each semester

Graduation Requirement: ELA & Communications

Course Provider: Edmentum. English 10 focuses on using personal experiences, opinions, and interests as a foundation for developing effective writing skills. Skills acquired in English 10 are reinforced and refined. Literary models demonstrate paragraph unity and more sophisticated word choice. A research paper is required for completion of course. Topics include grammar, sentence and paragraph structure, organizing compositions, and the research paper.

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ENGLISH 11 SEM A/B

HSED1005/ HSED1006

Credit: 1 credit each semester

Graduation Requirement: ELA & Communications

Course Provider: Edmentum. English 11A explores the relation between American history and literature from the colonial period through the realism and naturalism eras. English 11B explores the relation between American history and literature from the modernist period through the contemporary era, and presents learners with relevant cultural and political history. Readings are scaffolded with pre-reading information, interactions, and activities to actively engage learners in the content. The lessons in both semesters focus on developing grammar, vocabulary, speech, and writing skills.

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ENGLISH 12 SEM A/B

HSED1007/ HSED1008

Credit: 1 credit each semester

Graduation Requirement: ELA & Communications

Course Provider: Edmentum. English 12 emphasizes the study of literature in the context of specific historical periods, beginning with the Anglo-Saxon and medieval periods in Britain. Each lesson includes tutorials and embedded lesson activities that provide for a more engaging and effective learning experience. Semester B covers the romantic, Victorian, and modern eras. End of unit tests ensure mastery of the concepts taught in each unit, and exemptive pretests allow students to focus on content that they have yet to master.

• *Mathematics* •

ALGEBRA 1 A/B

HS-20-40/HS-20-41, SGI-11-01/SGI-11-02

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Textbook: *Algebra 1* (Pearson). This course will introduce students to and promote mastery of algebraic concepts such as using data to derive linear equations, solving systems of linear equations, examining rates of change problems with their related graphs, problems with exponents, and quadratic functions. Students will use application problems to gain a better understanding of how algebraic concepts apply in a real world environment. In addition, students will periodically review other important mathematical topics such as formulas from geometry, measurement conversions, calculating probabilities, and hypothesis testing.

ALGEBRA 2 A/B

HS-20-45/HS-20-46, SGI-11-09/SGI-11-10

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Textbook: *Algebra 2* (Pearson). This course is designed to build off of students' experiences in Algebra 1 and Geometry. This course focuses on discovering connections between various representations of functions, transformations of the major function families, finding zeros of polynomials, modeling with trigonometry, and expanding their understanding and use of statistics. The course consistently has students engaged in the use of technology, collaborative grouping, problem solving, asking questions, analyzing situations, and constructing and justifying arguments.

FINANCIAL MATH A/B

HS-20-61/HS-20-62

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Textbook: *Mathematics with Business Applications* (McGraw-Hill). Students in this course will learn and apply mathematical skill to the areas of employment, banking, credit, transportation, housing, personal finance, insurance, shopping, taxes and investments. The main purpose of this course is to provide opportunities for students to develop those skills necessary to function in practical and real-life situations. This course is designed to strengthen the student's basic skills in personal and business math. Students learn how to figure income tax and comparative shop. They will learn the basics of starting and running a business and practice such real-world scenarios as paying employees, figuring insurance costs, and calculating travel expenses and training costs. Students will also learn about the costs of production and purchasing, work with sales, warehousing, distributing, and marketing devices, and handle general accounting schemes.

GEOMETRY A/B

HS-20-38/HS-20-39, SGI-11-05/SGI-11-06

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Textbook: *Geometry* (Pearson). The ultimate goal of this course is to extend students' prior learning from middle school geometry to more formal geometric proofs that use rigid motions and their precise definitions, the study of figures on the Euclidean Plane, the connection of algebraic function to geometry, and the study of trigonometry concerning right triangles and circles. Students will further their learning of rigid motions, translation, rotation and reflection, and begin to prove congruence with the use of them. They will develop proofs using rigid motions, developing and utilizing precise definitions. They will then extend these definitions and proofs to solve problems about triangles, quadrilaterals and other polygons.

INTEGRATED MATH 1 A/B

HS-20-42/HS-20-43

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Textbook: *Integrated Math, Course 1* (McGraw-Hill). In this course, Integrated Math 1, students will investigate topics from Algebra and Geometry. The first semester will focus on Algebra 1. The second semester will begin with Statistics and Probability and move on to topics found in Geometry. This course will help students develop a basic understanding of linear functions and geometric transformations. The first semester will have a primary focus on linear functions, equations and inequalities. Students will learn the various forms of linear equations (standard form, slope-intercept form and point-slope form) and represent these functions through different means: equation, table, graph, and real life situation. Students will make connections between these representations and decide which approach is best when encountering various types of problems. The second semester will begin with connecting linear functions to linear models, with the use of “lines of best-fit” and “regression lines” when analyzing data that have a linear correlation. Students will learn the basics of probability and how to apply probability to real-life situations. The course will then move on to geometry topics. The focus will be on transformations of figures, congruence through rigid motions, and properties of triangles. Students will construct proofs using what they learn from rigid motions and use coordinates to prove geometric theorems algebraically.

INTEGRATED MATH 2 A/B

HS-20-55/HS-20-56

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Textbook: *Integrated Math, Course 2* (McGraw-Hill). This Integrated Math 2 course covers algebra, geometry and probability topics such as: performing operations on polynomials, graphing and solving quadratic and exponential functions/inequalities, using postulates and theorems to create two-column proofs to explore properties of angles, triangles and similar shapes, volume and surface area and calculating probabilities. Throughout the course, students will use close reading skills to make sense of problems and apply critical thinking to construct arguments and justify reasoning. Each unit will require students to apply the skills they have learned to model real world mathematical phenomena and create multiple representations of key concepts. By the end of the course students will have developed mastery in the core topics and will have further developed skills in quantitative reasoning, constructing viable arguments and choosing appropriate tools to make sense of and model mathematical concepts.

• **ONLINE COURSES** •

ALGEBRA 1 SEM A/B

HSED2001/ HSED2002

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Course Provider: Edmentum. Algebra I advances the ability of students to think algebraically, taking them from middle school work with variables and linear equations to the exploration of non-linear function types and more advanced calculations with variable expressions. Students will work with expressions, equations, inequalities, and functions. The course places considerable emphasis on identifying key features of functions in various forms, such as graphs, tables, and equations. It also fosters an understanding of functions as relationships that help people in many walks of life calculate and plan. The course brings these concepts to students in many forms, including interactive graphing, videos of solving problems, and many practice items.

ALGEBRA 2 SEM A/B

HSED2005/ HSED2006

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Course Provider: Edmentum. Algebra 2 advances students’ ability to think algebraically, taking their earlier work with linear, exponential, and quadratic equations and expanding on it with polynomials and more advanced equation types. Students will work with rational, radical, logarithmic, inverse, and piecewise functions. They will also extend their studies to include systems of equations and inequalities, trigonometry, complex numbers, and statistics. The course emphasizes using these algebraic concepts to solve problems and help people in many walks of life. The course employs many tools to teach students these concepts, including interactive graphing, videos that walk through problems, and many practice items

GEOMETRY SEM A/B

HSED2003/ HSED2004

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Course Provider: Edmentum. Geometry provides a comprehensive examination of geometric concepts. Each lesson provides thorough explanations and builds on prior lessons. Step-by-step instruction and multiple opportunities for self-check practice develop skills and confidence in students as they progress through the course. The course features animations, which allow students to manipulate angles or create shapes, such as triangles, engage students in learning and enhance mastery. Labs extend comprehension by giving students hand-on experiences.

INTEGRATED MATH 1 SEM A/B

HSED2013/ HSED2014

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Course Provider: Edmentum. Integrated Math 1 is designed to enable all students at the high-school level to develop a deep understanding of the math objectives covered and leave them ready for their next steps in mathematics. The courses are built to the Common Core State Standards. The three units in Semester A advance students through the study of single-variable expressions to systems of equations, while Semester B covers functions, advanced functions, and concludes with a practical look at the uses of geometry and trigonometry.

INTEGRATED MATH 2 SEM A/B

HSED2015/ HSED2016

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Course Provider: Edmentum. Integrated Math 2 is based on proven pedagogical principles and employ sound course design to effectively help students master rules of exponents and polynomials, advanced single-variable quadratic equations, independent and conditional probability, and more. Online and offline activities combine to create an engaging learning experience that prepares high school learners for their next step in their studies of mathematics.

INTEGRATED MATH 3 SEM A/B

HSED2017/ HSED2018

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Course Provider: Edmentum. Integrated Math 3 begins with the simplification of rational and polynomial expressions. Semester A takes students through the next steps in mastering the principles of integrated math. These two semester-long courses focus on meeting Common Core objectives with engaging and interactive content. Semester B begins with the derivation of the trigonometric formula for the area of a triangle, and proceeds through the use of functions and on developing the critical thinking skills necessary to make logical and meaningful inferences from data.

MATHEMATICS OF PERSONAL FINANCE SEM A/B

HSED2024/ HSED2025

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Course Provider: Edmentum. Mathematics of Personal Finance explains how basic mathematical operations can be used to solve real-life problems. It addresses practical applications for math, such as wages, taxes, money management, and interest and credit. Projects for the Real World activities are included that promote cross-curricular learning and higher-order thinking and problem-solving skills. Students will explore how algebraic knowledge is connected to many financial situations, including investing, using credit, paying taxes, and shopping for insurance. In studying these topics. In addition, the course will help prepare students to tackle the wide variety of financial decisions they will face in life, from setting up their first budget to planning for retirement.

PRE-CALCULUS SEM A/B

HED2007/ HSED2008

Credit: 1 credit each semester

Graduation Requirement: Mathematics

Course Provider: Edmentum. Pre-Calculus builds on algebraic concepts to prepare students for calculus. The course begins with a review of basic algebraic concepts and moves into operations with functions, where students manipulate functions and their graphs. Pre-Calculus also provides a detailed look at trigonometric functions, their graphs, the trigonometric identities, and the unit circle. Finally, students are introduced to polar coordinates, parametric equations, and limits.

• *Social Science* •

AMERICAN GOVERNMENT A/B

HS3050C/ HS3050D

Credit: 1 credit each semester

Graduation Requirement: Social Science

Textbook: *Civics: Participating in Government* (Prentice Hall). In this course students will survey the scope of American Government from its early beginnings, to its development of checks and balances on power in the Legislative, Executive, and Judicial branches. Through the use of primary sources and current topical events, students will understand how to better navigate and comprehend the importance of civic participation in the United States and how policies have shaped the country and its people. Most importantly, students will have a better grasp of American government and its part in shaping the nation's future.

ECONOMICS

HS-30-08

Credit: 1 credit

Graduation Requirement: Social Science

Textbook: *Economics Today and Tomorrow* (McGraw-Hill). This course will expose the student to the basic concepts found in the American and global economy of today. Students will learn the finer points of becoming a responsible consumer through building budgets and learning how to develop credit. Students will also learn about the various economic models and theories and what affect each has on our economy. They will learn about investing, saving, and the risks involved in each. Students will also learn how other countries' economies compare to the economy of the United States. They will learn how and why some economic theories work, while others do not.

US HISTORY A/B

HSED3043/ HSED3044

Credit: 0.5 credits each semester

Graduation Requirement: Social Studies

Textbook: *United States History: Post-Reconstruction to the Present* (Pearson). In this course students will examine US History from the beginnings of America to the present. Students will explore historical events and eras through the use of maps, timelines, and source documents. Key figures in American history are featured throughout this course. Students are encouraged to make connections between the past and events taking place today.

WORLD HISTORY A/B

HS-30-40/HS-30-41

Credit: 1 credit each semester

Graduation Requirement: Social Science

Textbook: *Modern World History: Patterns of Interaction* (McDougal Littell). This course will discuss how life in Eastern and Western Europe has changed throughout history, and students will look at the key events that helped to shape our culture today. Students will trace the rising and falling of various world empires and how each helped to shape the world today. They will follow the struggle for human rights of individuals throughout time, and discuss the growth of living documents, like the Constitution of the United States. Students will also explore the history and influence of Asian, European, South American, and African countries and how they impact the rest of the world.

• **ONLINE COURSES** •

AMERICAN GOVERNMENT SEM A/B

HSED3005A/ HSED3005B

Credit: 1 credit each semester

Graduation Requirement: Social Science

Course Provider: Edmentum. The interactive, problem-centered, and inquiry-based units in American Government emphasize the acquisition, mastery, and processing of information. Semester A units include study of the foundations of American government and the American political culture, with units 2 and 3 covering the U.S. constitution, including its roots in Greek and English law, and the various institutions that impact American politics.

ECONOMICS

HSED3006

Credit: 1 credit

Graduation Requirement: Social Science

Course Provider: Edmentum. This course covers basic economic problems such as scarcity, choice, and effective use of resources. It also covers topics on a larger scale such as market structures and international trade. It particularly focuses on the US economy and analyzes the role of the government and the Federal Reserve System.

US HISTORY SEM A/B

HSED3003/ HSED3004

Credit: 1 credit each semester

Graduation Requirement: Social Science

Course Provider: Edmentum. This course not only introduces students to early U.S. History, but it also provides them with an essential understanding of how to read, understand, and interpret history. For example, the first unit, The Historical Process, teaches reading and writing about history; gathering and interpreting historical sources; and analyzing historical information. While covering historical events from the founding events and principles of the United States through contemporary events, the course also promotes a cross-disciplinary understanding that promotes a holistic perspective of U.S. History.

WORLD HISTORY SEM A/B

HSED3001/ HSED3002

Credit: 1 credit each semester

Graduation Requirement: Social Science

Course Provider: Edmentum. In World History, learners will explore historical world events with the help of innovative videos, timelines, and interactive maps and images. Learners will develop historical thinking skills and apply them to their study of European exploration, the Renaissance the Reformation, and major world revolutions. They will also study World War I, World War II, the Cold War, and the benefits and challenges of living in the modern world.

• *Science* •

PHYSICAL SCIENCE A/B

HS4026/ HS4027

Credit: 1 credit each semester

Graduation Requirement: Science

Textbook: *Physical Science with Earth and Space Science* (Holt). 2018 update: Content, concepts and formula calculations were scaffolded to support individualized learning. Laboratory exercises were re-purposed to reduce material waste and promote content specific exercises. This course offers a focused curriculum designed around the understanding of critical physical science concepts, including the nature and structure of matter, the characteristics of energy, and the mastery of critical scientific skills. Topics include an introduction to kinematics, including gravity and two-dimensional motion; force; momentum; waves; electricity; atoms; the Periodic Table of Elements; molecular bonding; chemical reactivity; gases; and an introduction to nuclear energy.

• *SMALL GROUP INSTRUCTION* •

BIOLOGY A/B (LAB)

SGI-11-80/SGI-11-81

Credit: 1 credit each semester

Graduation Requirement: Science

Textbook: *Biology* (McDougal-Little). Biology A/B is an exploration into the unifying themes of Biology. With a focus on big ideas, students are given a deeper comprehension of what exactly it means for something to be “alive.” Students will finish this course with an understanding of cells, including how they use energy, replicate, and differentiate through gene expression. Students will study the probability of inheritance on a genetic level and continue that learning as it develops into a clearer understanding of evolutionary patterns. Students will be able to get a clear view of the bigger picture by seeing that something as small as a cell can be directly related to diversity within our biosphere.

HUMAN ANATOMY

SGI-11-106/SGI-11-107

Credit: 1 credit each semester

Graduation Requirement: Science

Students will develop and use the process of scientific inquiry. Students will gain and develop knowledge of the impact we all have on our own human bodies by what we choose to expose it to. Students will be able to explain how the human body is structured from the simplest cell, to tissues, to organs, to organ systems, to the full organism by studying different types of cells and tissues, and be able to identify, name and give their various functions. Students will be able to identify and locate all the major organs in the body, name all the bones of the body as well as identify specific parts of each bone. Students will learn the proper anatomical terminology used in the medical field. Students will research various disorders that occur within the body. Students will meet professionals in the medical field through class visits, Skype opportunities, and field trips. Students will perform various animal dissections.

• *ONLINE COURSES* •

BIOLOGY SEM A/B

HSED4001/ HSED4002

Credit: 1 credit each semester

Graduation Requirement: Science

Course Provider: Edmentum. Biology content Content topics include cells, organ systems, heredity, organization of organisms, evolution, energy use in organisms, and the interdependence of ecosystems. Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson.

BIOLOGY WITH VIRTUAL LABS A/B

HSED4007/ HSED4008

Credit: 1 credit each semester**Graduation Requirement:** Science

Course Provider: Edmentum. This inquiry- and virtual-lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards for high school biology. Content topics include cells, organ systems, heredity, organization of organisms, evolution, energy use in organisms, and the interdependence of ecosystems. Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a number of virtual lab activities in which students will exercise experimental design, data analysis, and data interpretation skills while working through a simulated laboratory situation. Lab materials note: None of the virtual labs require specialized laboratory materials or tools. Some virtual labs do allow students to make use of common, household items—such as paper and a pencil—if they choose

CHEMISTRY SEM A/B

HSED4009/ HSED4010

Credit: 1 credit each semester**Graduation Requirement:** Science

Course Provider: Edmentum. This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards associated with high school chemistry along with additional concepts and standards typically included in a full-year high school chemistry course. Content topics include atoms and elements, chemical bonding, chemical reactions, quantitative chemistry, molecular-level forces, solutions, and energy and changes in matter. It also addresses additional concepts and standards typically included in a full-year high school chemistry course, including molar concentrations, acid-base reactions, advanced stoichiometry, gas laws, and organic compounds. Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a significant number of hands-on lab activities.

EARTH AND SPACE SCIENCE SEM A/B

HSED4013/ HSED4014

Credit: 1 credit each semester**Graduation Requirement:** Science

Course Provider: Edmentum. This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards associated with high school Earth and space science. Content topics include scientific processes and methods, the universe, the Precambrian Earth, the Earth's materials and tectonics, the hydrosphere and atmosphere, and human interactions with the Earth's systems and resources.

EARTH SCIENCE SEM A/B

HSED4005/ HSED4006

Credit: 0.5 credits each semester**Graduation Requirement:** Science

Course Provider: Edmentum. This course is a study in the structure of Earth and the planet's role in the solar system and the universe. Students will use observations, historical data, and physical evidence to describe the natural processes that occur around them and in distant space. The course covers topics such as the Sun-Earth-Moon system, plate tectonics, interactions between Earth's subsystems, and weather and climate. Using scientific inquiry, the course prepares students to think critically and responsibly, helping them devise solutions for preserving Earth and its systems.

ENVIRONMENTAL SCIENCE SEM A/B

HSED4019/ HSED4020

Credit: 1 credit each semester

Graduation Requirement: Science

Course Provider: Edmentum. This course is designed to introduce students to the history of environmental science in the United States, ecological interactions and succession, environmental change, adaptation, and biogeochemical cycles. Students will learn about the importance of environmental science as an interdisciplinary field. They will describe the importance of biodiversity to the survival of organisms, and learn about ecological pyramids. They will discuss the effects of climate change and explore different types of adaptation. They will describe the steps of the water cycle, and discuss how carbon, oxygen, nitrogen, and phosphorous cycle in the global environment.

PHYSICAL SCIENCE SEM A/B

HSED4017/ HSED4018

Credit: 1 credit each semester

Graduation Requirement: Science

Course Provider: Edmentum. This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards associated with middle school physical science. Content topics include structure and properties of matter, chemical reactions, forces and motion, force fields, energy, and waves.

PHYSICS SEM A/B

HSED4011/ HSED4012

Credit: 1 credit each semester

Graduation Requirement: Science

Course Provider: Edmentum. Physics introduces students to the physics of motion, properties of matter, force, heat, vector, light, and sound. Students learn the history of physics from the discoveries of Galileo and Newton to those of contemporary physicists. The course focuses more on explanation than calculation and prepares students for introductory quantitative physics at the college level. Additional areas of discussion include gases and liquids, atoms, electricity, magnetism, and nuclear physics. Lab materials note: None of the virtual labs require specialized laboratory materials or tools. Some virtual labs do allow students to make use of common, household items—such as paper and a pencil—if they choose.

• *Humanities* •

COMPARATIVE RELIGIONS

HS-30-CR

Credits: 1 credit

Graduation Requirement: Elective

Textbook: *Religions of the World* (Prentice Hall). This course will provide the student with an introduction to the historical and philosophical foundations of the major living world religions. The students will examine theories about the origins of religions as well as explore facets that are unique to each religion. Students will discover where religious movements arose, cultural factors that influenced them, the lives of their founders, their basic teachings, their historical development, and their current status in this world.

VISUAL ARTS A/B

HS-60-14/HS-60-15

Credit: 1 credit each semester

Graduation Requirement: Fine Arts

Textbook: *The Visual Experience* (Davis). These courses will introduce students to the following aspects of art: theory, history, criticism, and application. Students will further refine their artistic skills and use of content-specific vocabulary while gaining a deeper understanding of the role of artistic expression throughout history. Students will learn about art from a variety of cultures, and gain an understanding of the ability of art to express cultural ideals, political opinions, and personal expression. At the end of this one-year course, students will have gained a wide range of technical skills, achieved fluency in the academic vocabulary of art, obtained the ability to critique their work and that of others, and have knowledge of how they may apply their artistic skills to successful careers in the future.

• *ONLINE COURSES* •

ART HISTORY AND APPRECIATION

HSED6018

Credits: 1 credit

Graduation Requirement: Fine Arts

Course Provider: Edmentum. This course explores the main concepts of art, expression, and creativity as it helps students answer questions such as what is art; what is creativity; and how and why people respond to art. It covers essential design principles such as emphasis, balance, and unity. Units include: Art, History, and Culture; Western and World Art Appreciation; and Art and the Modern World.

FRENCH 1 SEM A/B

HSED6009/ HSED6010

Credits: 1 credit each semester

Graduation Requirement: World Language

Course Provider: Edmentum. These courses are based on a researched scope and sequence that covers the essential concepts of French. Class discussions provide an opportunity for discourse on specific topics in French. A key support tool is the Audio Recording Tool that enables students to learn a critical skill for French: listening and speaking. Beginning with learning personal greetings and continuing through practical communications exchanges, French 1B introduces students to the skills necessary to make the most of traveling to French-speaking countries.

FRENCH 2 SEM A/B

HSED6011/ HSED6012

Credits: 1 credit each semester

Graduation Requirement: World Language

Course Provider: Edmentum. Each of these semesters is designed to build on the principles mastered in French 1 and use a combination of online curriculum, electronic learning activities, and supporting interactive activities to fully engage learners. Unit pretests, post-tests, and end-of-semester tests identify strengths and weaknesses, helping to create a more personalized and effective learning experience. As with French 1, these 90-day courses emphasize practical communication skills while also building intercultural awareness and sensitivity.

INTRODUCTION TO FASHION DESIGN

HSED9009

Credits: 1 credit

Graduation Requirement: Fine Arts

Course Provider: Edmentum. From Components of Fashion to Haute Couture to Production, this course is focused on the practical aspects of career preparation in the fashion design industry. Online discussions and course activities require students to develop and apply critical thinking skills while the included games appeal to a variety of learning styles and keep students engaged.

INTRODUCTION TO VISUAL ARTS

HSED6016

Credits: 1 credit

Graduation Requirement: Fine Arts

Course Provider: Edmentum. This course is designed to enable all students at the high school level to familiarize themselves with different types of visual arts. The students will explore units in: Creativity and Expression in Art, Elements of Art, History of Art, Cultural Heritage of Art, Drawing, Printing, Painting, Graphic Design and Illustration, and Multimedia.

MUSIC APPRECIATION

HSED9055

Credits: 1 credit

Graduation Requirement: Fine Arts

Course Provider: Edmentum. In Music Appreciation, students will explore the history and evolution of music, learn the elements of music and musical notations, and the contributions of popular music artists and composers. A variety of lessons, activities, and discussions will help to develop an awareness and appreciation of music that will develop not only critical thinking skills, but life enriching skills as well.

PROFESSIONAL PHOTOGRAPHY SEM A/B

HSED6019/ HSED6020

Credits: 1 credit each semester

Graduation Requirement: Fine Arts

Course Provider: Edmentum. Few recent technical innovations have changed an industry as fundamentally as digital photography has changed everything about the way we capture our lives in the way we take, edit, store, and share pictures. Digital Photography provides you with the flexibility to not only use it as an independent individual course or as a group or class course, but to also easily customize the course to the unique needs of your situation. The course combines 15 lessons with online discussions that promote the development of critical thinking skills as students explore digital photography as an enriching activity or a career.

SPANISH 1 SEM A/B

HSED6001/ HSED6002

Credits: 1 credit each semester

Graduation Requirement: World Language

Course Provider: Edmentum. Spanish is the most spoken non-English language in U.S. homes, even among non-Hispanics, according to the Pew Research Center. There are overwhelming cultural, economic, and demographic reasons for students to achieve mastery of Spanish. Spanish 1A and B engage students and use a variety of activities to ensure student engagement and to promote personalized learning. These courses can be delivered completely online, or implemented as blended courses, according to the unique needs of the teacher and the students.

SPANISH 2 SEM A/B

HSED003/ HSED6004

Credits: 1 credit each semester

Graduation Requirement: World Language

Course Provider: Edmentum. Spanish 2A and B utilize three assessment tools that are designed specifically to address communication using the target language: Lesson Activities, Unit Activities, and Discussions. These tools help ensure language and concept mastery as students grow in their understanding and use of Spanish. Learning games specifically designed for language learning are used and can be accessed on a wide variety of devices.

SPANISH 3 SEM A/B

HSED6005/ HSED6006

Credits: 1 credit each semester

Graduation Requirement: World Language

Course Provider: Edmentum. Spanish 3A and B take a unique approach by setting the lessons in each unit in a specific Spanish-speaking locale, immersing students in the language and in a variety of Hispanic cultures and issues. For example, Unit 5 in Semester B includes a discussion of the environmental issues in Argentina. Concluding the three-year cycle of Spanish courses, Spanish 3A and B effectively combine group and individual learning and offer activities and assessments to keep students engaged and on track.

THEATER, CINEMA, AND FILM PRODUCTION

HSED6017

Credits: 1 credit

Graduation Requirement: Fine Arts

Course Provider: Edmentum. This one-semester course explores what goes into the making of a theater and film production. The course has 14 lessons that focus on the pre-production, production, and post-production stages of theater and film productions. Students will be introduced to theater and film, and their different genres and subgenres. They will also learn about roles and responsibilities of the cast and crew, including the director, actors, screenplay writers, set designers, wardrobe stylists and costume designers, and makeup artists. The course also covers technical aspects, such as lighting and sound. Students will also learn about the influence of the audience on theater, cinema, and film production. The course combines a variety of content types, including lessons, activities, discussions, and games to keep students engaged as they discover the world of theater, cinema, and film production.

• *Health/Wellness* •

HEALTH A/B

HS-70-20/HS-70-21

Credit: 1 credit each semester

Graduation Requirement: Health/Wellness (A), Elective (B)

Textbook: *Health* (Prentice Hall). In Health A, students shall be introduced to the many aspects of health, including the concept of wellness, health risks, personality, mental health, self-esteem, and expression of emotions. Students shall also be exposed to an understanding of stress, responses to stress, and stress management. Students will study family roles and changes in family structures that have occurred. Also explored in this course are human reproduction, heredity, and human development. Students will begin with lessons in the human skeletal, muscular, nervous, respiratory, and cardiovascular systems. Students shall also explore the elements of physical fitness and the design of suitable exercise programs. An area of emphasis in Health B is the use and abuse of prescription and illegal drugs. Students shall explore the body effects of alcohol and issues regarding social pressures to consume alcohol. Also studied will be the harmful effects of all tobacco products. Another area of emphasis in this course is the human immune system and its response to infectious and noninfectious diseases. Finally, this course shall conclude with lessons about environmental pollution and the healthcare system.

PHYSICAL EDUCATION I, II

HS-50-01, HS-50-12

Credit: 1 credit each semester

Graduation Requirement: Health/Wellness (I), Elective (II)

This course allows students to select activities that will familiarize them with activities suitable for lifelong recreation and physical fitness. Students must perform at least 30 minutes of an activity for it to count and no more than two hours may be claimed per day. A total of 50 hours must be performed to complete the course. As well as the hours of activity, the course requires the completion of a research report and 10 sport- or nutrition-related articles. Students must write summaries on each article. This course can only be taken once a semester.

• *ONLINE COURSES* •

HEALTH SEM A/B

HSED7003/ HSED7004

Credit: 1 credit each semester

Graduation Requirement: Health/Wellness (A), Elective (B)

Course Provider: Edmentum. This comprehensive health course provides students with essential knowledge and decision-making skills for a healthy lifestyle. Students will analyze aspects of emotional, social, and physical health and how these realms of health influence each other. Students will apply principles of health and wellness to their own lives. In addition, they will study behavior change and set goals to work on throughout the semester. Other topics of study include substance abuse, safety and injury prevention, environmental health, and consumer health.

PHYSICAL EDUCATION 1

HSED5001

Credit: 1 credit

Graduation Requirement: Health/Wellness

Course Provider: Edmentum. Physical Education 1 includes Getting Active, Improving Performance, and Lifestyle. Unit activities elevate students' self-awareness of their health and well-being while examining topics such as diet and mental health and exploring websites and other resources.

• *Technology* •

• *ONLINE COURSES* •

**COMPUTING FOR COLLEGE AND CAREERS
SEM A/B**

HSED9010/ HSED9011

Credit: 1 credit each semester

Graduation Requirement: Technology

Course Provider: Edmentum. This course is designed to enable students at the high school level to develop basic computer skills that they can use during their college education and also in their careers. This course is designed to enable all students at the high school level to develop the critical skills and knowledge that they will need to be successful in careers throughout their lives.

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COMPUTER PROGRAMMING 1 SEM A/B

HSED9075/ HSED9076

Credit: 1 credit each semester

Graduation Requirement: Technology

Course Provider: Edmentum. Computer Programming combines engaging online and offline activities in a rigorous one-semester course for your high school students who may be aspiring to technical careers. Building on lessons covering the software development lifecycle and software development methodologies, the course uses online discussions, activities, and lessons to lead your students through additional key topics such as quality control, system implementation, and maintenance and the increasingly important issue of system security.

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DIGITAL AND INTERACTIVE MEDIA SEM A/B

HSED9058/ HSED9059

Credit: 1 credit each semester

Graduation Requirement: Technology

Course Provider: Edmentum. This is an effective and comprehensive introduction to careers in the rapidly expanding world of digital art. The course covers creative and practical aspects of digital art in 15 lessons that are enhanced with online discussions and a variety of activities. Beginning with a history of digital art, the course goes on to issues of design, color, and layout. While students will experience creation of digital art, they will also learn about converting traditional art to digital formats.

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TECHNOLOGY LITERACY SEM A/B

HS90133/ HS90134

Credit: 1 credit each semester

Graduation Requirement: Elective

Materials: *Course website bit.ly/techlitclass.* This course offers students a comprehensive, interactive tour through Google's G Suite applications. Students will be given multiple opportunities to display creativity using Google tools including Drive, Docs, Slides, Gmail and Meet. Throughout the course, students will also be learning about and practicing good Digital Citizenship. At the completion of the second semester of this course, students will be prepared to successfully complete Google's G Suite industry certification examination.

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• *Electives* •

ACCELERATED MATH A/B

HS-20-47/HS-20-48

Credit: 1 credit each semester

Graduation Requirement: Elective

Course Provider: Renaissance Learning®. Accelerated Math is a math remediation course designed to increase growth in math skills. This course is done primarily on the computer, but students will write their notes, work, and reflections in this student activity workbook. The course is designed to be done partially independently, but with a teacher resource to help students if they get stuck. Students will work on the computer using Renaissance Learning’s math remediation program called Accelerated Math 2.0. Students will complete practices and tests for 12 sub-skills per unit. The practices and tests assigned will be determined by the STAR benchmark. Students will be assigned topics based on the STAR recommended path. Their STAR math benchmark scores will determine the standards and sub-skills they need to learn and master. Students will be given practices, assessments, and reviews on sub-skills throughout Accelerated Math.

AMERICAN LITERATURE

HS-10-AL

Credit: 1 credit

Graduation Requirement: Elective

Textbook: Early American Literature Parallel Text (Perfection Learning); **Novels:** *Of Mice and Men* by John Steinbeck; *The Great Gatsby* by F. Scott Fitzgerald. This course is designed to expose students to American literature from the colonial period through the 1930s. Students will study the writing styles of a variety of authors and analyze how the time period in American history influenced the writers of the time. The students will learn about the major movements in American literature from the revolutionary period to the Age of Romanticism. Students will write their own poetry and essays as well as critiques of the writers they read. They will read two novels, *The Great Gatsby* and *Of Mice and Men*, which will give a stark contrast of the 1920s, which was the decade of decadence, to the 1930s era of The Great Depression. Upon completing the course, students will have learned the history of American literature and better understand how it influences the writers of today.

CHARACTER EDUCATION

HS-80-42

Credits: 1 credit

Graduation Requirement: Elective

Textbook: *The Success Principles for Teens: How to Get Where You Are to Where You Art to Where You Want to Be* (HCI Teens); **Film:** *Pay It Forward* (2000). This course helps to prepare young adults for success in an increasingly complex and demanding home and work environment. It also gives them some basic principles for tackling an unknown future. Students learn about managing resources, developing a budget, planning and preparing meals and establishing a home. The course also helps students understand their relationships with other people, including the importance of developing good communication skills and a solid value system.

CONTEMPORARY COMPOSITION

HS-10-23

Credit: 1 credit

Graduation Requirement: Elective

Textbook: *Writer’s Inc.* (Great Source). This course will explore the realm of writing composition. The student will be exposed to a variety of essays (e.g., persuasive, expository, and descriptive), and how to write different types of letters (e.g., letters of complaint, letters to the editor). They will be given the ability to learn how to revise, edit, and proof every form of writing that is covered in this course. Students will also utilize their imagination and creativity by analyzing pieces of artwork and responding to their feelings. Students will also be exposed to different forms of literature and how to respond to each.

FOOD AND NUTRITION

HS-80-21

Credits: 1 credit

Graduation Requirement: Elective

Textbook: *Adventures in Food & Nutrition* (Goodheart-Willcox). This course will discuss health issues and concerns of students. Students will examine topics such as the impact and influence of food choices, and practices of good nutrition; Dietary Guidelines for Americans; the impact and importance of calories; the dangers, effects, and treatments of eating disorders; safety issues; and basic first aid in the kitchen. Students will also explore the different parts of any given recipe, which includes language and the methods of measuring out ingredients. Students will expand on the notion of creating a meal that has appeal, limited to resources available to students and the luxury of convenience foods. Students will learn smart shopping, shopping with a plan, creating a shopping list, ways to save money, reading the labels on the food products, and understanding the Universal Product Code. They will also discuss food groups and the four food groups from the Food Pyramid Guide. Students will also study the types of dairy products, cultured products, frozen dairy desserts, cheeses, and butter. Lastly, the students will discuss and explore how to buy, store, prepare, and cook meats, fish, poultry and desserts.

HISTORY OF THE ANCIENT WORLD

HS-85-02

Credits: 1 credit

Graduation Requirement: Elective

Textbook: *World Studies Ancient World* (Prentice Hall). This course explores the major civilizations of ancient history and makes connections to how their beliefs and customs affect the modern world. The class begins with prehistory and the beginnings of man and continues through to the fall of Rome. The focus of this course includes the ancient civilizations of: The Fertile Crescent and Mesopotamia, Egypt & Nubia, India, China, Greece, and Rome.

INDEPENDENT LIVING

HS-80-IL

Credits: 1 credit

Graduation Requirement: Elective

Textbook: *Discovering Life Skills* (McGraw-Hill) *7 Habits of Highly Effective Teens* (Franklin Covey). This course helps to prepare young adults for success in an increasingly complex and demanding home and work environment. It also gives them some basic principles for tackling an unknown future. Students learn about managing resources, developing a budget, planning and preparing meals and establishing a home. The course also helps students understand their relationships with other people, including the importance of developing good communication skills and a solid value system.

MATH READINESS A/B/C/D

HS-MM-01/HS-MM-02/HS-MM-03/HS-MM-04

Credit: 1 credit each semester

Graduation Requirement: Elective

Math Readiness is a standards and concepts-based modular course designed to remediate the student on various levels of math standards. These modules are designed to be assigned as needed where the instructor is able to detect a deficiency with a student's particular skill set. Each module focuses on one or two math concepts and will greatly increase the student's ability to comprehend and master each concept. All work is done in the workbook, with some use of the Internet to reinforce certain concepts. A student can complete five modules per semester and can complete each module only once.

PARENTING/CHILD DEVELOPMENT A/B

HS-80-40/HS-80-41

Credits: 1 credit each semester

Graduation Requirement: Elective

Textbook: *The Developing Child* (McGraw-Hill). Parenting and Child Development is an introduction to stages of child development and how to aid the developing child. The course begins with an introduction to child psychology, observing child development, parenting, and teen parenthood. Students will then go through a detailed step by step of the stages of childhood and adolescence. The course will end with the children's health and safety, challenges in a family, childcare and early education, and careers that deal with children.

PSYCHOLOGY A/B

HS-30-16/HS-30-17

Credit: 1 credit each semester

Graduation Requirement: Elective

Textbook: *Understanding Psychology* (McGraw-Hill). Students taking Psychology A/B will be engaged in a rigorous course, aligned to Common Core Reading and Writing Standards for Literacy in History/Social Science, that is designed to create college- and career-ready thinkers and writers. This course is designed to teach the fundamental concepts of psychology, including: the history of psychology; human growth and development; mind and body; learning and memory; thinking and motivation; intelligence and personality; psychological disorders; psychotherapy; social psychology; and careers in psychology. Students will acquire a variety of higher-order thinking skills, including critical analysis, research methods, domain-specific vocabulary, and practice in academic writing and oral exposition. Assessments will require students to go beyond simple comprehension of the assigned texts; they must show growth in their ability to analyze and evaluate information as a practicing psychologist would.

READING FICTION

HS-10-RF

Credit: 1 credit

Graduation Requirement: Elective

Novels: *The Catcher in the Rye* by J.D. Salinger; *The Westing Game* by Ellen Raskin; *To Kill a Mockingbird* by Harper Lee; *Harry Potter and the Sorcerer's Stone* by J.K. Rowling; *House of the Scorpion* by Nancy Farmer; *The Halloween Tree* by Ray Bradbury. This course is designed to expose students to American literature from the colonial period through the 1930s. Students will study the writing styles of a variety of authors and analyze how the time period in American history influenced the writers of the time. The students will learn about the major movements in American literature from the revolutionary period to the Age of Romanticism. Students will write their own poetry and essays as well as critiques of the writers they read. They will read two novels, *The Great Gatsby* and *Of Mice and Men*, which will give a stark contrast of the 1920s, which was the decade of decadence, to the 1930s era of The Great Depression. Upon completing the course, students will have learned the history of American literature and better understand how it influences the writers of today.

WORLD GEOGRAPHY A/B

HS3046/ HS3047

Credit: 1 credit each semester

Graduation Requirement: Social Science

Textbook: *Geography: The Human and the Physical World*. (McGraw-Hill). World Geography is a ten-unit course in which students will examine the perspectives of the human and physical world. Students begin with an examination of Earth, which includes how geographers look at the world. Students then explore the different regions of the world, noting the environment, people, and the interactions between people and their environment. Students will finalize their study of World Geography by studying topics that pose great challenges to the global community. They will explore a variety of sources to broaden their understandings in these areas.

• *ONLINE COURSES* •

ACCUPLACER READING **HSED9056**

Credit: 1 credit **Graduation Requirement:** Elective

Course Provider: Edmentum. ACCUPLACER tests provide information about academic skills and, in conjunction with a student’s academic background, are used by advisors to provide guidance on course selection.

ACCUPLACER SENTENCE SKILLS **HSED9057**

Credit: 1 credit **Graduation Requirement:** Elective

Course Provider: Edmentum. ACCUPLACER tests provide information about academic skills and, in conjunction with a student’s academic background, are used by advisors to provide guidance on course selection.

ACT ENGLISH TEST PREP **HSED9064**

Credit: 1 credit **Graduation Requirement:** Elective

Course Provider: Edmentum. The ACT assesses high school students’ general educational development and their ability to complete college-level work. This course prepares students to take the test by learning the English content ideas they will be tested on.

ACT MATH TEST PREP **HSED9065**

Credit: 1 credit **Graduation Requirement:** Elective

Course Provider: Edmentum. The ACT assesses high school students’ general educational development and their ability to complete college-level work. This course prepares students to take the test by learning the mathematics content ideas they will be tested on.

ACT READING TEST PREP **HSED9066**

Credit: 1 credit **Graduation Requirement:** Elective

Course Provider: Edmentum. The ACT assesses high school students’ general educational development and their ability to complete college-level work. This course prepares students to take the test by learning the reading content ideas they will be tested on.

ACT SCIENCE TEST PREP **HSED9067**

Credit: 1 credit **Graduation Requirement:** Elective

Course Provider: Edmentum. The ACT assesses high school students’ general educational development and their ability to complete college-level work. This course prepares students to take the test by learning the science content ideas they will be tested on.

ACT TEST PREP - MULTIPLE SUBJECTS **HSED9068**

Credit: 1 credit **Graduation Requirement:** Elective

Course Provider: Edmentum. The ACT assesses high school students’ general educational development and their ability to complete college-level work. This course prepares students to take the test by learning the content ideas they will be tested on. This course may include content from two or more of the following sections: English, mathematics, reading, and science.

ACT WORKKEYS TEST PREP

HSED9102

Credit: 1 credit

Graduation Requirement: Elective

Course Provider: Edmentum. WorkKeys is a job skills assessment system that helps employers select, hire, train, and retain a high-performance workforce. WorkKeys scores help compare a learner's skills to the skills real jobs require.

CREATIVE WRITING

HSED9053

Credit: 1 credit

Graduation Requirement: Elective

Course Provider: Edmentum. This course is designed to get students to pursue creative writing as a vocation or as a hobby. To that purpose, it exposes them to different genres and techniques of creative writing, as also the key elements (such as plot and characterization in fiction) in each genre. Great creative writing does not come merely by reading about the craft—one also needs ideas; a process for planning, drafting and revising; and the opportunity to experiment with different forms and genres. The lesson tutorials in this course familiarize students with the basic structure and elements of different types or genres of writing. The course is based on Career and Technical Education (CTE) standards designed to help students prepare for entry into a wide range of careers in creative writing fields.

HEALTH SEM A/B

HSED7003/ HSED7004

Credits: 1 credit each semester

Graduation Requirement: Elective

Course Provider: Edmentum. This comprehensive health course provides students with essential knowledge and decision-making skills for a healthy lifestyle. Students will analyze aspects of emotional, social, and physical health and how these realms of health influence each other. Students will apply principles of health and wellness to their own lives. In addition, they will study behavior change and set goals to work on throughout the semester. Other topics of study include substance abuse, safety and injury prevention, environmental health, and consumer health.

LITERACY ADVANCEMENT

HS-ES-274/HS-ES-275

Credit: 1 credit each semester

Graduation Requirement: Elective

Course Provider: Achieve3000®. Literacy Advancement is a class that utilizes the TeenBiz3000 program that offers differentiated instruction tailored to each student's Lexile reading level to improve their core literacy skills, and content-area knowledge. Students follow a simple 5-Step Literacy Routine that improves vocabulary, comprehension, and reading fluency as well as writing skills. During the Literacy Routine, students receive reading materials and follow-up activities that are precisely matched to their learning abilities. Each one of the five steps will aid in enhancing the students essay writing skills while incorporating the use of technology. The goal is to provide support and help to increase the student's literacy skills and comprehension, test-taking skills, and technology skills.

MULTICULTURAL STUDIES

HSED9054

Credit: 1 credit

Graduation Requirement: Elective

Course Provider: Edmentum. In Multicultural Studies, students will explore the diverse ways in which people affect the world around them and how they are affected by their surroundings. Students will discover how ideas spread and cultures form. Students will learn how beliefs and architecture are part of a larger culture complex.

PHYSICAL EDUCATION 1

HSED5001

Credit: 1 credit

Graduation Requirement: Elective

Course Provider: Edmentum. Physical Education 1 includes Getting Active, Improving Performance, and Lifestyle. Unit activities elevate students' self-awareness of their health and well-being while examining topics such as diet and mental health and exploring websites and other resources.

PHYSICAL EDUCATION 2

HSED5002

Credits: 1 credit

Graduation Requirement: Elective

Course Provider: Edmentum. This course guides students through an in-depth examination of the effects of exercise on the body. Students learn how to exercise efficiently and properly, while participating in physical activities and applying principles they've learned. Basic anatomy, biomechanics, physiology, and sports nutrition are all integral parts of this course. Throughout this course students participate in a weekly fitness program involving elements of cardio, strength, and flexibility.

PHYSICAL EDUCATION 3

HSED5003

Credits: 1 credit

Graduation Requirement: Elective

Course Provider: Edmentum. This course gives the student an in-depth view of physical fitness by studying subjects such as: biomechanics, nutrition, exercise programming, and exercise psychology. Students will apply what they learn by participating in a more challenging exercise requirement. Throughout this course students participate in a weekly fitness program involving elements of cardio, strength, and flexibility.

PSYCHOLOGY SEM A/B

HSED9007/ HSED9008

Credit: 1 credit each semester

Graduation Requirement: Elective

Course Provider: Edmentum. This course gives students an overview of the history of psychology while also giving them the resources to explore career opportunities in the field. Students will learn how psychologists develop and validate theories and will examine how hereditary, social, and cultural factors help form an individual's behavior and attitudes. Students will also evaluate the effectiveness of different types of psychological counseling and therapy. Highly interactive content includes online discussions that help develop critical thinking skills.

SAT LANGUAGE ARTS TEST PREP

HSED9104

Credit: 1 credit

Graduation Requirement: Elective

Course Provider: Edmentum. The SAT assesses academic readiness for college. It keeps pace with what colleges are looking for today, measuring the skills required for success in the 21st century. This course prepares students to take the test by learning the language arts content ideas they will be tested on.

SAT MATH TEST PREP

HSED9105

Credit: 1 credit

Graduation Requirement: Elective

Course Provider: Edmentum. The SAT assesses academic readiness for college. It keeps pace with what colleges are looking for today, measuring the skills required for success in the 21st century. This course prepares students to take the test by learning the mathematics content ideas they will be tested on.

SAT READING TEST PREP

HSED9103

Credit: 1 credit

Graduation Requirement: Elective

Course Provider: Edmentum. The SAT assesses academic readiness for college. It keeps pace with what colleges are looking for today, measuring the skills required for success in the 21st century. This course prepares students to take the test by learning the reading content ideas they will be tested on.

SOCIOLOGY

HSED9016

Credit: 1 credit

Graduation Requirement: Elective

Course Provider: Edmentum. In this course, students will explore the evolution of sociology as a distinct discipline while learning about sociological concepts and processes. They will learn how the individual relates to and impacts society. Students will also learn about the influence of culture, social structure, socialization, and social change on themselves and others. The course combines a variety of content types, including lessons, activities, discussions, and games to engage learners as they discover sociology as a subject and as a career.

WORLD GEOGRAPHY SEM A/B

HSED9014/ HSED9015

Credit: 1 credit each semester

Graduation Requirement: Elective

Course Provider: Edmentum. In an increasingly interconnected world, equipping students to develop a better understanding of our global neighbors is critical to ensuring that they are college and career ready. These semester-long courses empower students to increase their knowledge of the world in which they live and how its diverse geographies shape the international community. Semester A units begin with an overview of the physical world and the tools necessary to exploring it effectively. Subsequent units survey each continent and its physical characteristics and engage students and encourage them to develop a global perspective.

Appendix F3: Draft Student Discipline Policy

**ADMINISTRATIVE REGULATION
SUSPENSION AND EXPULSION/ DUE PROCESS**

Definitions

Suspension shall be defined as a temporary leave of absence from the Charter School that may occur at the recommendation of the individual PIE-Idaho Falls teacher, supervisor or school employee and must be approved by the Principal or Superintendent Board of Directors or Superintendent.

Expulsion shall be defined as a permanent dismissal from the Charter School without re-enrollment privileges and must be approved by the Board of Directors.

Notice of Regulations

The Charter School's Superintendent, Principal or Board of Directors will ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion at the time of enrollment. Upon enrollment, all students and parents/guardians will be provided a Student Handbook which includes PIE-Idaho Falls's Discipline Policy. All students and parents/guardians will be required to sign the signature page of the handbook acknowledging receipt of PIE-Idaho Falls' discipline policy. Students will submit the original copy to the school. If a student is suspended, a meeting with parents/guardians will be convened to discuss the incident that led to the suspension and to develop a plan of action.

- Suspended students are not allowed to be on campus or attend any school-related activities during the period of suspension.
- Students of compulsory attendance age will be provided alternative instruction upon suspension. This instruction will be comparable to that if the student would have attended school that day. In order to receive credit, students must submit the assignments to their teacher on the day of return to school upon the conclusion of the suspension period.
- At the discretion of the Principal, suspension reports, conduct reports, and/or corrective action plans can be removed from a student's permanent school file at the end of the school year if deemed in the best interest of the school and the student to do so.

Due Process Statement

PIE-Idaho Falls shall provide for the fair treatment of students facing suspension and expulsion by affording them due process rights. Rules regarding suspension and expulsion shall be revised periodically as required by any changes in policy, regulation, or law.

Immediate Suspension

A student shall be subject to immediate suspension if the Principal or designee(s) determines that an emergency situation exists. An "emergency situation" involves a clear

and present danger to the lives, safety or health of students or school personnel. The Principal or Superintendent shall immediately suspend any student found at the school or at a school activity to have committed any of the actions identified as items #2, 3, 4 or 14 under "Grounds for Suspension and Expulsion".

Mandatory Expulsion

Unless the Board of Directors finds that expulsion is inappropriate due to particular circumstances, the Board of Directors shall recommend expulsion of expel a student for any of the actions identified as items #1, 2, 3, 4, or 5 under "Grounds for Suspension and Expulsion" or for assault or battery upon any school employee.

Grounds for Suspension and Expulsion

A student may be subject to suspension and/or expulsion when it is determined that he/she while on or within view of the school, at a school-sponsored activity, or a participant in the School's online program:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object.
3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material and represented same as controlled substance, alcohol beverage or intoxicant.
5. Committed or attempted to commit robbery or extortion.

6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew, packets, and betel. This restriction shall not prohibit a student from using or possessing his/her prescription products.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm, i.e. a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault or committed a sexual battery
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness or both.
16. Made terrorist threats against school official s and/or school property.

A student in grades 9 through 12 may also be subject to suspension or recommendation for expulsion when it is determined that he/she while on or within view of the campus or at a school- sponsored activity:

17. Committed sexual harassment
18. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence
19. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment.

Immediate Suspension

A student shall be subject to immediate suspension if the Board of Directors or designee(s) determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. The Board of Directors or designee(s) shall immediately suspend any student found at the school or at a school activity to have committed any of the actions identified as items #2, 3, 4 or 14 under "Grounds for Suspension and Expulsion".

Mandatory Expulsion

Unless the Board of Directors or designee(s) finds that expulsion is inappropriate due to particular circumstances, the Board of Directors or designee(s) shall expel a student for any of the actions identified as items #1, 2, 3, 4, or 5 under "Grounds for Suspension and Expulsion" or for assault or battery upon any school employee.

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference.** Suspension shall be *preceded* by an informal conference conducted by the principal or superintendent. At the conference, the student shall be informed of the reason for the recommended disciplinary action and the evidence against him/her; the student shall be given the opportunity to present his/her version and evidence in support of his/her defense.

This conference may be omitted if the Lead Teacher, Area Supervisor, Director or the Board of Directors or designee(s) determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to the school for the purpose of the conference. The conference shall be held within two school days unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school.

2. **Administrative Actions.** All recommendations for student suspension are to be submitted in writing to the Lead Teacher and Area Supervisor and/or Director of the Learning Center in which the student is enrolled at the time of the misbehavior. All requests shall include the name of the student, the specific offense(s) committed by the student, the reason(s) for the suspension, and the dates of the suspension. A copy of the request shall also be sent to the Board of Directors or designee(s) for final approval.

All recommendations for suspension of a student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act or Section 504 of the Federal Rehabilitation Act of 1973 shall be subject to charter school administrative regulations for Suspension and Expulsion/Due Process (Students with Disabilities).

- 3. Notification of Law Enforcement Authorities.** Prior to the suspension or expulsion of any student, the Board of Directors or designee(s) shall notify appropriate city or country law enforcement authorities of any student acts of assault.

The Board of Directors or designee(s) also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms.

Within one school day after a student's suspension or expulsion, the Board of Directors or designee(s) shall notify appropriate city or county law enforcement authorities by telephone or other appropriate means, of any student acts relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind.

- 4. Notice to Parents/ Guardians.** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended as a minor, the parent/guardian shall be notified in writing of the suspension. If the student is over 17 years of age or legally emancipated, the student shall be notified in writing of the suspension. The Director, Area Supervisor or designated Lead Teacher must approve all written documentation, in writing. This is to ensure that all due process has been afforded to students and their families and to ensure all written documents comply with state and federal laws.

This notice shall state the specific offense committed by the student.

In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

- 5. Parent/Guardian Conference.** Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved and any other pertinent matter.

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend.

- 6. Extension of Suspension.** If the Board of Directors or designee(s) is considering the expulsion of a suspended student or the suspension of a student for the balance of the semester, the Board of Directors or designee(s) may, in writing, extend the suspension until such time as the Board of Directors or designee(s) has made a decision.

Any extension of the original period of suspension shall be preceded by a notice of such extension with an offer to hold a conference concerning the extension giving the student

an opportunity to be heard. If the student is a minor, the parent or guardian shall be notified of such extension. If the student is over 17 years of age or is legally emancipated, the student shall be notified of such extension. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

Authority to Expel

A student may only be expelled by the Board of Directors or designee(s), except when the student is identified as an individual with disabilities pursuant to the individuals with Disabilities Education Act or Section 504 of the federal Rehabilitation Act of 1973. A student identified as an individual with disabilities may only be expelled by the Board of the Charter School. The Board of Directors or designee(s) shall expel, as required by law, any student found to have committed certain offenses listed under "Mandatory Expulsion."

The Board of Directors or designee(s) may also order a student expelled for any of the acts listed under "Grounds for Suspension and Expulsion" upon recommendation by the Area Supervisor, Director, or an appointed hearing officer or administrative panel based on finding either or both of the following:

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct;
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Expulsions shall be initiated according to the following procedures:

1. **Administrative Actions.** All recommendations for student expulsion are to be submitted in writing to the Board of Directors or designee(s) by the Area Supervisor or Director in the center in which the student is enrolled at the time of the misbehavior.
All recommendations shall include the name of the student, the specific offense(s) committed by the student, the reason(s) for the recommended expulsion, and any other means of correction that were attempted but failed to bring about proper conduct.

All recommendations for expulsion of a student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act or Section 504 of the Federal Rehabilitation Act of 1973 shall be subject to the charter school administrative regulations for Suspension and Expulsion/Due Process (Students with Disabilities).

2. **Notification of Law Enforcement Authorities.** Prior to the suspension or expulsion of any student, the Board of Directors or designee(s) shall notify the County Board of Education of the intended suspension or expulsion and shall notify the appropriate city or country law enforcement authorities of any student acts of assault.

The Board of Directors or designee(s) also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms.

Within one school day after a student's suspension or expulsion, the Board of Directors or designee(s) shall notify appropriate city or county law enforcement authorities by telephone or other appropriate means, of any student acts relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind.

3. **Scheduling of Expulsion Hearing.** The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Board of Directors or designee(s) determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred.

The student is entitled to one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the discretion of the Board of Directors or designee(s).

If the Board of Directors or designee(s) finds it impractical to comply with these time requirements for conducting an expulsion hearing, the Board of Directors or designee(s) may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held.

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay.

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness.

Whenever any allegation of sexual assault or sexual battery is made the Board of Directors or designee(s) shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending.

4. **Written Notice of the Expulsion Hearing:** The Board of Directors or designee(s) shall forward written notice of the hearing to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing.

The notice shall include:

- a) The date and place of the hearing;
- b) A statement of the specific facts, charges, and offense upon which the proposed expulsion is based;

- c) A copy of Charter School disciplinary rules which related to the alleged violation;
- d) Notification of the student's or parent/guardian's obligation to provide information about the student's status in the Charter School to any other district in which the student seeks enrollment.
- e) The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel;
- f) The right to inspect and obtain copies of all documents to be used at the hearing;
- g) The opportunity to confront and question all witnesses who testify at the hearing; and
- h) The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Whenever the Board of Directors or designee(s) recommends and expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the Charter School's suspension and expulsion policy and regulation and shall advise the witness of his/her right to:

- 1) Receive five days' notice of his/her scheduled testimony at the hearing;
- 2) Have up to two adult support persons of his/her choosing present in the hearing at the time he/she testifies; and
- 3) Have a closed hearing during the time he/she testifies.

5. Expulsion Hearing. An expulsion hearing shall be conducted as follows:

- a) *Closed Session.* The Board of Directors or designee(s) shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public unless another student's privacy rights would be violated.

Whether the expulsion hearing is held in closed or public session, the Board of Directors or designee(s) may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board of Directors or designee(s) admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session.

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm, including but not limited to videotaped deposition or contemporaneous examination in

another place communicated to the hearing room by closed-circuit television.

- b) *Record of Hearing.* A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonable accurate and complete written transcription of the proceedings can be made.
- c) *Presentation of Evidence.* While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board of Directors or designee(s) to expel must be supported by substantial evidence that the student committed any of the acts listed in "Grounds for Suspension and Expulsion".

Findings of fact shall be based solely on the evidence at the hearing. While no evidence shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

In cases where a search of student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

- d) *Testimony by Complaining Witnesses.* The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student:
 - (1) Any complaining witness shall be given five days' notice before being called to testify.
 - (2) Any complaining witness shall be entitled to have up to two adult support persons, including but not limited to a parent/guardian or legal counsel, present during his/her testimony.
 - (3) Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - (4) The person presiding over the hearing may remove a support person whom he/she finds a disruption the hearing.
 - (5) If one or both support persons are also witnesses, the hearing shall be conducted.
 - (6) Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person. Reputation or opinion

evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

- (7) In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complain, the Charter School shall provide a non-threatening environment.
 - (a) The school shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (b) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
- (8) The person conducting the hearing may:
 - a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness;
 - b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours;
 - c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. **Decision Within 10 Days.** The Board of Directors or designee(s) decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed.

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing one's self, the Board of Directors or designee(s) may contract with the county hearing officer or with the Office of Administrative hearings of the State of Idaho for a hearing officer. Alternatively the Board of Directors or designee(s) may appoint an impartial administrative panel composed of three or more certified personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled.

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures as apply to a hearing conducted by the Board Directors or designee(s) as specified above in "Expulsion Hearing".

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board of Mangers or designee(s). If expulsion is not recommended, the student shall be

immediately reinstated. The Board of Directors or designee(s) shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with Charter School staff, including the student's teachers and with the student's parent/guardian.

If expulsions are recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board of Directors or designee(s). All findings of fact and recommendations shall be based solely on the evident presented at the hearing. The Board of Directors or designee(s) may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board of Directors or designee(s) may order.

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board of Directors or designee(s) suspend the enforcement of the expulsion for a period of one year.

Final Action by the Board of Directors or Designee(s)

Whether the expulsion hearing is conducted in closed or public session by the Board of Directors or designee(s), a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board of Directors or designee(s).

If the Board of Directors or designee(s) conducts the hearing and reaches a decision not to expel, this decision shall be final, and the student shall be reinstated immediately. The Board of Directors or designee(s) shall place the student in any classroom program, other instructional program, rehabilitation program, or any combination of such programs after consulting with Charter School personnel, including the teacher involved, and with the student's parent/guardian.

Upon ordering an expulsion, the Board of Directors or designee(s) shall set a date when the student shall be reviewed for readmission to a Learning Center within the Charter School. For a student expelled for an act listed under "Mandatory Recommendation for Expulsion", this date shall be one year from the date the expulsion occurred, except that the Board of Directors or designee(s) may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred.

At the time of the expulsion order, the Board of Directors or designee(s) shall recommend a plan for the student's rehabilitation.

With parental consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school.

Maintenance of Records

The Board of Directors or designee(s) shall maintain a record of each expulsion, including the specific cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls, within five days of a written request by the admitting School.

The Board of Directors or designee(s) shall within five working days, honor any other district's request for information about an expulsion from the charter school.

Readmission Procedures after Expulsion

Readmission procedures shall be as follows:

1. A written request for readmission shall be submitted by the parent/guardian to the Board of Directors or designee(s).
2. The Board of Directors or designee(s) shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed, and the Board of Directors or designee(s) shall verify that the provisions of this plan have been met.
3. If the readmission is granted, the Board of Directors or designee(s) shall notify the student and parent/guardian, by registered mail, of the Board of Directors or designee(s)'s decision regarding readmission.
4. If the readmission is denied, the Board of Directors or designee(s) shall provide written notice to the expelled student and parent/guardian describing the reasons for denying re-admittance into the regular program.

STUDENTS WITH DISABILITIES

Suspension

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act or Section 504 of the federal Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion which apply to regular education students. All the procedural safeguards established by Charter School policies and regulations shall be observed in considering the suspension of students with disabilities.

The Board of Directors or designee(s) may suspend a student with a disability for up to five school days for a single incident of misconduct, and for up to 20 school days in a school year. Although Idaho Code allows for students to be "temporarily suspend" for up to twenty school days, all students with disabilities who have been suspended or expelled for more than ten consecutive or cumulative days in a school year retain the right to a

free appropriate public education (FAPE). PIE-Idaho Falls shall not cease its services and shall always provide FAPE to any student with a disability.

No Change in Placement

1. Notify the parent/adult student of the disciplinary action to be taken on the date of the decision.
2. School personnel, in consultation with at least one of the child's teacher, determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum although in another setting and to progress towards meeting IEP goals.
3. Conduct as appropriate a functional behavior assessment (FBA) and provide behavioral intervention services and modification designed to address the behavior violation so that it does not recur.

Change in Placement

1. Notify the parent/adult student of the disciplinary action to be take on the date of the decision and provide a copy fo the Procedual Safeguards Notice;
2. Hold an IEP team meeting to determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum although in another setting and to progress towards meeting IEP goals; and
3. Conduct a manifestation determination immediately, if possible, but no later than ten school days after the date on which the decision to take the disciplinary actions is made.

If the student poses an immediate threat to the safety of himself/herself or others, the Board of Directors or designee(s) may suspend the student for up to, but not more than, 10 consecutive school days. In the case of a dangerous child, suspension may exceed 10 consecutive school days, and/or the student's placement may be changed, if the parent/guardian so agrees or if a court order so provides.

If a student with disability possesses at school or at a school activity a weapon as defined in the United States Code, Title 18, Section 921, he/she shall be immediately suspended and may be placed in an alternative educational setting for not more than 45 calendar days, or until the conclusion of any due process proceedings requested by the parent/guardian. The student's IEP team shall determine the student's alternative educational setting.

Monitoring of Suspensions

Whenever a student identified as an individual with disability has been suspended on three separate occasions or for a total of five days, whichever occurs first, the student's individualized education program (IEP) team shall meet to consider:

1. Whether the student's misconduct was related to his/her disability,

2. Whether the misconduct was the result of inappropriate placement, and
3. Whether a change in placement has occurred as a result of the cumulative suspensions.

Based on its findings, the IEP team shall determine whether to initiate alternatives to suspension, a change in placement or other changes to the student's IEP or accommodation plan.

Expulsion

The Board of the Charter School shall have the only authority to expel a student with disabilities. Procedures and timelines governing the expulsion of students with disabilities shall be the same as those for all other students, except that a pre-expulsion assessment shall be made and an IEP team meeting held under conditions and with possible consequences indicated below.

Pre-Expulsion Assessment and Meeting

1. The parent/guardian shall receive written notice of the Charter School's intent to conduct the pre-expulsion assessment and shall make the student available for the assessment without delay at a site designated by the Charter School. The parent/guardian shall also have the right to an independent assessment.
2. The pre-expulsion assessment shall be conducted in accordance with the guidelines of the Code of Federal Regulations, Title 34, Section 104.35, which shall include a review of the student's placement at the time of the alleged misconduct and a determination of the relationship, if any, between the student's behavior and his/her disability.
3. The IEP team shall meet to determine if an expulsion hearing is appropriate. This meeting shall be held at a time and place mutually convenient to the parent/guardian and Charter School within the period if any, of the student's pre-expulsion suspension. The parent/guardian's participation may be made through actual participation, representation, or a telephone conference call.
4. The parent/guardian shall be notified of his/her right to participate in the meeting at least 48 hours before the meeting. This notice shall specify:
 - a) That the meeting may be held without the parent/guardian's participation unless he/she requests a postponement for up to three additional school days, and
 - b) That the suspension will be continued during the postponement if the student continues to pose an immediate threat to the safety of himself/herself or others.

In order to make a record of its attempts to arrange the meeting at a mutually convenient time and place, the Charter School shall keep documentation such as: (Code of Federal Regulations, Title 34, Part 300.345)

- a) Detailed records of telephone calls made or attempted and the results of those calls.
 - b) Copies of correspondence sent to parents/guardians and any responses received.
 - c) Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits.
5. The Charter School shall grant a parent/guardian's request that the meeting be postponed for up to three additional school days and may extend a student's suspension for the period of postponement if he/she continues to pose an immediate threat to the safety of himself/herself or others. However, the suspension shall not be extended beyond ten consecutive school days unless agreed to by the parent/guardian or by court order. If the parent/guardian refuses to consent to an extension beyond ten consecutive school days and chooses not to participate, the meeting may be conducted without the parent/guardian's participation.
 6. The IEP team shall consider the pre-expulsion assessment results and shall also review and consider the student's health records and school discipline records.
 7. If the IEP team determines that the alleged misconduct was caused by or was a direct manifestation of, the student's disability or that the student was not appropriately placed, the expulsion shall not proceed.
 8. If the IEP team determines that the alleged misconduct was not caused by, or a direct manifestation of, the student's disability, and if it is determined that the student was appropriately placed, the student shall be subject to expulsion in accordance with procedures that apply to all students.
 9. When expulsion is recommended, the IEP team should also recommend a potential rehabilitation plan for the student if appropriate.

Due Process and Expulsion Hearings

If the parent/guardian disagrees with the decision of the IEP team, he/she has a right to a due process hearing conducted pursuant to United States Code, Title 20, Section 1415 or the Code of Federal Regulations, Title 34, Section 104.36.

Due process, appeals must be initiated within 15 days of the decision of the IEP team.

The expulsion hearing shall not be conducted, and the 30-day expulsion proceedings time limit shall not commence, until after completion of:

1. The pre-expulsion assessment;
2. The IEP team meeting; and

3. Due process hearings and appeals, if initiated.

The Board may expel a student with disability only if an IEP team has determined the following:

1. The misconduct was not caused by, or a direct manifestation of, the student's identified disability; and
2. The student was appropriately placed at the time the misconduct occurred.

Services During Expulsion

During the term of the expulsion, a special education student shall continue to be offered a program of appropriate educational services that is individually designed to meet his/her unique learning needs. Such services may include independent study, home instruction, or another appropriate alternative program.

The Board shall consider the recommendations of the IEP team when developing a rehabilitation plan for an expelled student with a disability.

Readmission

Readmission procedures for students with disabilities shall parallel those used for all students. The Board of Directors or designee(s) may consider the input of the student's IEP team when developing recommendations to the Board regarding a request for readmission. Upon readmission, an IEP team meeting shall be convened to determine whether a new IEP or accommodation plan is appropriate.

Appendix F4: Professional Development Plan

Pathways In Education - Idaho Falls PD SESSION OVERVIEW

WEEK 1 Focus: Instruction				
DAY 1				
#	Session	Participants	Objective	Description and Outcome
1-A	New Staff Onboarding Led by HR Staff	All staff	To welcome new staff members and complete new hire paperwork as well as review employee guidelines and benefits.	Newly hired staff members will be welcomed to PIE as well as review and complete needed paperwork for the hiring process.
2-A	Welcome to new staff training The basics of the school Led by instructional team	All staff	To introduce and familiarize staff to the school's culture and vision. Staff will have an understanding of the organizational structure(big picture) and how the center specific roles work together.	Pathways 101 <ul style="list-style-type: none"> ● Pathways Culture ● Mission/Vision/Core Values ● Overview of organization and where your role fits in
3-A	Instruction and Curriculum Part 1 <i>Led by the instructional team</i>	All staff	To show new staff how we support the "whole student" and introduce the programs they will encounter.	Introduction to Pathways curriculum <ul style="list-style-type: none"> ● Student Activity Workbooks ● Online Program - Edmentum ● Small Group Instruction courses
4-A	Instruction and Curriculum Part 2 <i>Led by the instructional team</i>	Independent Study Teachers	To familiarize independent study teachers to the most commonly used form of curriculum.	Student Activity Workbooks <ul style="list-style-type: none"> ● Formative Assessments ● Performance Tasks ● Introduction to Online Assessment
4-B	Instruction and Curriculum Part 2 <i>Led by the instructional team</i>	Small Group Instruction Teachers	To introduce small group instruction (SGI) teachers to the format of SGI classes.	Introduction to unit planning, course scope and sequence <i>Learn about resources available</i>

Day 2				
#	Session	Participants	Objective	Description and Outcome
5-A	Online Program Part 1 <i>Led by the online program team</i>	Independent Study Teachers and Small Group Instruction Teachers	To introduce teachers to Edmentum.	Introduction to Edmentum <ul style="list-style-type: none"> ● <i>Navigating the website</i> ● <i>How to enroll students</i> ● <i>Monitoring student engagement</i> ● <i>A Day in the life of an OP student</i> <ul style="list-style-type: none"> ○ <i>Coursework</i> ○ <i>Study sheets</i> ○ <i>Taking classes</i> ○ <i>Platform navigation</i> ● <i>Assessment Compliance</i> ● <i>Grading</i>
6-A	Online Program Part 2 <i>Led by the online program team</i>	Independent Study Teachers and Small Group Instruction Teachers	To engage teachers on the Edmentum website platform.	Introduction to Edmentum Continued <ul style="list-style-type: none"> ● <i>Navigating the website</i> ● <i>How to enroll students</i> ● <i>Monitoring student engagement</i> ● <i>A Day in the life of an OP student</i> <ul style="list-style-type: none"> ○ <i>Coursework</i> ○ <i>Study sheets</i> ○ <i>Taking classes</i> ○ <i>Platform navigation</i> ● <i>Assessment Compliance</i> ● <i>Grading</i> ● <i>Hands-on practice</i>
Day 3				
#	Session	Participants	Objective	Description and Outcome
7-A	Learning Periods and Units <i>Led by the instructional team</i>	All Staff	To familiarize staff with what a learning period is, and how the numbers are calculated through Carnegie Units.	<ul style="list-style-type: none"> ● Breakdown of learning periods ● How Carnegie Units are used ● Accelerated Progress
8-A	Enrollment <i>Led by the instructional team and site administrator</i>	All Staff	To familiarize staff with the enrollment process.	<ul style="list-style-type: none"> ● Pre-registration ● Process for enrollment ● Student-trac: create and enroll a mock student
9-A	Orientation <i>Led by the instructional team and site administrator</i>	All staff	To practice presenting the orientation.	<ul style="list-style-type: none"> ● Orientation is pre-created with leadership ● Site administrator leads staff through a mock orientation ● Staff practices and presents the orientation to one another for feedback
10-A	Guides and Goals	All staff	To inform staff of the guides and goals process.	<ul style="list-style-type: none"> ● Analyze a transcript ● Fill out planning guide ● Enter courses into Studenttrac ● Discussion of how to set up a student schedule when they

				enroll (rigorous classes, SGI, etc.)
Day 4				
#	Session	Participants	Objective	Description and Outcome
11-A	Center Team <i>Led by the instructional team and site administrator</i>	All staff	Staff will understand the differences between IS and SGIs and how they work together toward a common goal.	<ul style="list-style-type: none"> IS/SGI shared and separate responsibilities Communication between staff members (hourly/daily/weekly/monthly) Creation of a written agreement Establish communication processes with families
12-A	Student attendance and truancy	All staff	To familiarize staff with the attendance policies.	<ul style="list-style-type: none"> Review attendance policies Review how students sign-in for attendance Learn and understand the truancy policy How to enter attendance
13-A	Routines and Procedures	Independent Study Teachers	To explore workspace set-up and organizational tools for independent study.	<ul style="list-style-type: none"> Maximizing workspace Organization and best practices Work time: set up based on pre-determine center theme
13-B	Routines and Procedures	Small Group Instruction Teachers	To think through classroom set-up and routines for the Small Group Instruction classrooms.	<ul style="list-style-type: none"> Classroom set-up Classroom routines and expectations (ie attendance policies) Work time: set up based on pre-determine center theme
14-A	Appointment Time	Independent Study Teachers and Center Coordinators	To familiarize independent study teachers and center coordinators with the appointment routines.	<ul style="list-style-type: none"> Review appointment time structures and best practices Determine routines to use as a site Learn how to communicate with students regarding the appointment
14-B	Pacing: Unit Planning/ Scope and Sequence	Small Group Instruction Teachers	To create whiteboards for SGI courses.	<ul style="list-style-type: none"> Rosters Overview of resources available Work time: Unit planning for SGI course
Day 5				
#	Session	Participants	Objective	Description and Outcome
15-A	Special Education in Independent Study 101 <i>Led by Special Education team</i>	All staff	<p>To inform teachers of Special Education methodologies that work in the IS model.</p> <p>To inform teachers of Special Education compliance indicators.</p>	<ul style="list-style-type: none"> Review special education compliance Learn how special education works in independent study Learn how the special education teacher works with the other roles

				<ul style="list-style-type: none"> Learn what to do at enrollment if a student enrolls with an IEP/504 plan
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WEEK 2 Focus: Application and Practice				
Day 1				
#	Session	Participants	Objective	Description and Outcome
16-A	Data Driven Interventions	Instructional staff	Identify strategic ways teachers can significantly boost student mastery.	<ul style="list-style-type: none"> Introduction to English learner strategies Introduction to Accelerated Math Introduction to RenSTAR Introduction to Achieve 3000
17-A	Application of interventions	Instructional staff	Teachers incorporate intervention strategies for easily accessible use in their areas.	<ul style="list-style-type: none"> Dive deeper into intervention strategies Create resources
Day 2				
#	Session	Participants	Objective	Description and Outcome
18-A	High Quality Teaching Initiative (HQTII) <i>Led by the instructional team</i>	Instructional staff	To acclimate teachers to the Pathways in Education teacher evaluation system.	<ul style="list-style-type: none"> Review HQTII rubric Identify indicators Utilize self-assessment to determine areas of strength and growth Review of observation cycle and expectations
19-A	Restorative Practices	All staff members	To build an understanding of the Restorative Practices framework.	<ul style="list-style-type: none"> Review goals and objectives of Restorative practices Engage in a "circle"
Day 3				
#	Session	Participants	Objective	Description and Outcome
20-A	State of the School Address	All staff members	Identify goals for the school year.	The school principal will address the goals for the school year with the entire PIE-Idaho Falls staff.
21-A	Teambuilding Activity	All staff members	To engage in a collaborative activity to promote teambuilding.	<ul style="list-style-type: none"> Staff members will work together to solve a problem or situation. Staff will have to problem-solve to get a solution.
22-A	Focused Work Time & 1:1 Check ins with administrator	All staff members	To check in with administrators.	<ul style="list-style-type: none"> Teachers will prepare paperwork for registration. Teachers will model and practice student orientations. The principal will meet with each teacher one-on-one to do a pulse check.
Day 4				
#	Session	Participants	Objective	Description and Outcome
23-A	Parent Engagement- Part 1	All staff members		All staff focuses on working together to create a draft for our Parent Engagement Plan in a way that truly promotes increasing parent presence, communication, response, and partnership. Outcomes should include:

				<ul style="list-style-type: none"> • The Parent Engagement Plan draft including actionable items that the entire staff supports and can participate in. • Monthly parent communication tool • A quarterly parent involvement event/opportunity at the center • Use of the Student Planner, phone calls, home visits, and email as communication tools
24-A	Parent Engagement- Part 2	All staff members		<ul style="list-style-type: none"> • Staff creates a list of clear, achievable actions that each can schedule, with attendance goals attached. • Examples: • Schedule a Back to School Night for each center with attendance goals • RSP teachers schedule a parent information night about parent rights, with attendance goals • SGI teachers schedule SGI Open House for fall and spring, with attendance goals
25-A	Building Relationships with Parents- Part 1	All staff members		-ow staff should use of registration time with parents as an opportunity to build sustainable relationships and create partnerships to support student success, increase work product completion, and increase student retention.
26-A	Building Relationships with Parents- Part 2	All staff members		<ul style="list-style-type: none"> • Develop plans for a staff meeting to roll out this plan • Develop plans for starting home visits during the summer months • Discuss guidelines for home visits and role play home visits
Day 5				
#	Session	Participants	Objective	Description and Outcome
27-A	Make Every Interaction Count	All staff		Internalize how every interaction is an opportunity to move students forward...not move them out of our program.
28-A	Teambuilding	All staff	Staff will develop the core values of mutual trust, mutual respect, and build a sense of camaraderie as a team.	

Appendix F5: High-Quality Teaching Initiative (HQTl)

Domain 1: Planning and Preparation		Domain 2: The Learning Environment	
Element 1A: Knowledge of Content, Program Mission and Pedagogy	Element 2A: Creating an Environment of Respect and Rapport		
<p>> 1A1: Connection to Core Values</p> <p><i>To what extent does the teacher understand the core values of the program and how to incorporate them into his or her practice?</i></p> <p>Embodies and intentionally models core values in relationships with students and stakeholders. The core values and mission inform all decisions and communications.</p> <p>> 1A2: Program Knowledge</p> <p><i>To what extent does the teacher know and communicate the program?</i></p> <p>Demonstrates knowledge of the independent study program, its success metrics, and expectations for the students. Their students understand how to be successful in the program.</p>	<p>> 2A1: Building a Relationship</p> <p><i>To what extent does the teacher build authentic and effective rapport with students?</i></p> <p>Personalized effort to bond and gain knowledge of social and emotional needs, personality, culture, and developmental level of each student. Leverages relationship to challenge and promote student success.</p> <p>> 2A2: Discipline with Dignity</p> <p><i>How does the teacher foster and model a positive and safe learning environment and discipline with dignity?</i></p> <p>Responds maturely and effectively to issues or any disrespectful behavior, from and among students, while preserving student's dignity.</p>		
Element 1B: Using Data to Set Instructional Outcomes and Objectives	Element 2B: Establishing a Culture for Learning		
<p>> 1B1: Set Objectives at Enrollment</p> <p><i>What evidence is there that teachers are using data to inform objectives and outcome setting from the very start of a student's enrollment and throughout their academic career?</i></p> <p>School records, entry assessments, etc. are used to set objectives for the student with high expectations. Courses are strategically mapped out to maximize success and support for the student.</p> <p>> 1B2: Ongoing Evaluation of Outcomes</p> <p><i>What evidence is there that students understand expectations and know their goals?</i></p> <p>Revisits objectives and support plan routinely and uses results to assess progress and realign outcomes.</p>	<p>> 2B1: Value of Effort and Challenge</p> <p><i>How does the teacher encourage persistence, and celebrate students' efforts to take on challenges? To what extent is a growth mindset fostered?</i></p> <p>Academic Environment that values effort, self-efficacy, and academic success for the sake of learning and achieving life goals. Student work is celebrated (displayed, rotated, and from various students.)</p> <p>> 2B2: Expectations for Learning & Achievement</p> <p><i>To what extent does a teacher hold high expectations for all students? To what extent does the teacher focus on the small habits that lead to big changes?</i></p> <p>Holds and maintains high expectations for all students by teaching effective habits to help students follow-through to success.</p>		
Element 1C: Knowledge of Students and Resources for Support Plan	Element 2C: Managing Student Appointment Procedures		
<p>> 1C1: Knowledge of Students</p> <p><i>To what extent does the teacher use various strategies to support the range of diverse learners? To what extent can the teacher effectively reach all learners?</i></p> <p>Effectively employs a range of techniques to reach and motivate students whether they are in academic recovery or high achievers.</p> <p>> 1C2: Knowledge of Resources</p> <p><i>To what extent does the teacher utilize the available resources and adhere to Special Ed plans to support every student to be successful?</i></p> <p>Utilizes and effectively leverages all the resources available at the school to support and challenge all students.</p>	<p>> 2C1: Management of Attendance/ Appointment Groups</p> <p><i>To what extent is the teacher effectively managing appointment times and student attendance?</i></p> <p>Students come to a set appointment time. There is an observable beginning middle and end to the appointment. Missing students are followed up on.</p> <p>> 2C2: Managing Norms, Routines and Transitions</p> <p><i>To what extent are the students functioning on a set of norms and routines established by the teacher? Are transitions efficient?</i></p> <p>Procedures are in place that demonstrate forethought, allowing the appointment to run efficiently for teacher and student. Students are engaged in learning while working independently.</p>		

Domain 3: Instruction and Assessment		Domain 4: Professional Responsibilities	
Element 3A: Questioning	Element 4A: Participating in the Professional Community	> 4A1: Individual Growth and Reflection	
> 3A1: Depth of Knowledge Questions		To what extent does the teacher reflect on and evolve his or her practice?	
To what extent does the teacher ask high quality questions and promote engagement with the content material?		Regular reflection and self-assessment results in identification of areas of improvement, and adjustments are made to evolve.	
Instruction regularly takes place where students are taught academic language to evolve from common vocabulary.		> 4A2: Relationship with Colleagues: Teamwork	
Element 3B: Using Assessment in Instruction		To what extent does the teacher contribute positively and effectively to the center's culture?	
> 3B1: Pre-Assessment Monitoring of Student Learning:		A supportive and collaborative relationship is cultivated with all colleagues. They contribute positively to the center cultures and are a valued team member.	
How does the teacher assess that the student is mastering the content and ready to test? How does the teacher provide feedback on work to ensure learning and success on an assessment?		Element 4B: Maintaining Accurate Records and Organizational Systems	
Checks for understanding are performed to determine the student's level of mastery and anticipated success on a unit assessment. Provides pertinent feedback and interventions.		> 4B1: Records	
> 3B2: Post-Assessment Feedback to Students		To what extent does the teacher keep accurate records?	
To what extent is the teacher providing feedback to students regarding their unit assessments?		Work is graded accurately, fairly, and consistently. Student information is updated correctly and regularly. Students know their progress status.	
Accurate, specific, and quality feedback are provided on assessments to engage students in continued learning. A plan for success is created when an assessment is not passed.		> 4B2: Organizational Systems	
Element 3C: Demonstrating Flexibility and Responsiveness		To what extent does the teacher maintain organization for a more effective practice?	
> 3C1: Ability to Respond to and Coach through Challenges		Teacher is well organized (desk, student area, bulletin board, and files are well-maintained). Important information is easy to find and organization system is easy to follow.	
To what extent can the teacher empathetically respond to a student's personal challenges while coaching the students to stay engaged?		> 4B3: Quality Work Check	
Empathetic and solution-oriented to provide a plan of action when student experiences challenges and/or is falling off track.		To what extent does the teacher accept high quality work? Does teacher utilize course assignment strategies for a beneficial student learning experience?	
> 3C2: Tenacious Commitment		Student work is present and has been graded accurately, fairly, and consistently. Courses are assigned according to each student's individual needs, focusing on core classes. Student progress has been managed to ensure students do not race through, lag on progress, or avoid a course or subject. Student work demonstrates expectations set by teacher.	
To what extent does the teacher show a dogged and unwavering commitment to student success?		Element 4C: Communicating with Families	
Operates from a asset-based mindset and steadfast belief that the student will succeed with the right support. Uses multiple approaches to support student's needs.		> 4C1: Engagement of Family or Guardian	
		To what extent does the teacher provide opportunities to communicate with the student's family or guardian?	
		Communication with all student families is done regularly to support their connection to the student's success, even when they are not receptive.	



Domain 1: Planning and Preparation

Element 1A: Connection to Core Values

A proficient Pathways in Education teacher understands the core values "Mutual Trust, Mutual Respect, Compassion, Integrity, and Resilience," the mission of the school model to contribute to our standing in the community. The teacher makes decisions and interacts with stakeholders according to the values of the Pathways parents, community, staff, and families interested in enrolling). A Pathways teacher understands the importance of the relationship between a teacher and student because every interaction has the possibility of being life changing. The teacher's practice is reflective of the understanding that students come to us for an alternative experience to traditional education.

FOCUS QUESTION	Beginning	Developing	Proficient	Distinguished
<p>1A1: Connection to Core Values</p> <p><i>To what extent does the teacher understand the core values of the program and how to incorporate them into their practice?</i></p>	<p>Teacher demonstrates a limited understanding of the Pathways mission or does not use the core values of the program to guide his or her practice.</p>	<p>Teacher may be familiar with the core values of the program but this knowledge does not always translate into practice or show in their relationships and interactions.</p>	<p>Teacher embodies the core values and intentionally models those values in their relationships with students and in interactions with stakeholders. The core values and mission inform all decisions and communications.</p>	<p>In addition to "Proficient"</p> <p>The teacher's students demonstrate an understanding and an intentional application of the core values in their interactions with others.</p>



Domain 1: Planning and Preparation

Element 1B: Setting Instructional Objectives and Outcomes

Establishing instructional objectives means identifying what students will be expected to learn in the course of a lesson and what they will be able to produce at the end of the lesson to demonstrate their mastery of the objective. Outcomes contain multiple and various forms of assessment for students to demonstrate their progress toward the objective. Objectives should be what teachers use to determine instructional activities, resources used, suitability for all students, and methods of assessment employed. The teacher effectively communicates the learning objectives and outcomes to students so they are aware of what they are expected to learn in the class, as well as the directions and expectations for completion of assignments. The teacher presents concepts and information with accuracy, clarity, and imagination, while using precise, academic language. In addition, distinguished teachers are able to link their learning objectives with outcomes both within their discipline and in other content areas.

FOCUS QUESTIONS	Beginning	Developing	Proficient	Distinguished
<p>1B1: Objectives</p> <p><i>To what extent are teachers using objectives to guide their instruction?</i></p>	<p>Learning objective(s) is missing a specific level of cognition or content standards.</p> <p>AND</p> <p>Learning objective(s) is misaligned with progress toward mastery of content standards.</p>	<p>Learning objective(s) is missing either a specific level of cognition or content standards.</p> <p>OR</p> <p>Learning objective(s) is misaligned or only partially aligned with progress toward mastery of content standards.</p>	<p>Learning objective(s) include levels of cognition, are measurable, and move students towards mastery of content standards.</p>	<p>In addition to "Proficient"</p> <p>Teacher creates secondary learning objective(s) that aligns to differentiated learning activities to meet the identified needs of individuals or subgroups of students.</p>



Domain 1: Planning and Preparation

Element 1C: Knowledge of Students and Resources

The teacher will work with a diverse range of students who will be at different points in their school careers and have varying obligations outside of school. The teacher must know the students' personalities, work habits, cultural backgrounds, academic histories, and sources of motivations. Additionally, the teacher will have a limited amount of face-to-face time and is still expected to have all of his or her students making satisfactory progress, both academically and personally. It is important for teachers to be able to identify the diverse range of learners and individuals in order to adapt their communication to keep the students engaged, to support their individual learning needs, and to keep them motivated and on track. The teacher must also know the resources available to students and how to utilize them (ex. gifted, Special Education, overage and under-credited, dropout recovered, and ELL). By utilizing or creating the appropriate resources, the teacher is able to challenge high-achieving students as well as scaffold instruction and support for students in need of academic recovery for all to become successful independent learners. The teacher adapts their approach and resources to best serve their diverse learners. Furthermore, distinguished teachers look beyond the school for resources to bring their subjects to life and to assist students who need help in both their academic and nonacademic lives.

FOCUS QUESTION	Beginning	Developing	Proficient	Distinguished
<p>1C1: Knowledge of Students</p> <p>To what extent does the teacher know their students and know what their students will need to be successful?</p>	Teacher does not consider student data in the lesson planning process.	Teacher reviews student data but does not incorporate it to inform the content and instructional strategies for individuals and/or subgroups of students.	Teacher uses student data (i.e. RenStar, literacy lexile levels, etc.) to inform the content and instructional strategies to scaffold for individual students and/or subgroups of students.	<p>In addition to "Proficient"</p> <p>Teacher utilizes student data and interests to bring in community resources to enhance the learning of their students.</p>
<p>1C2: Knowledge of Resources</p> <p>To what extent does the teacher utilize the available resources and adhere to support every student to be successful?</p>	Teacher has knowledge of resources but does not utilize them to tailor their practice to meet the needs of their students.	Teacher has knowledge of resources and utilizes some of them to tailor their practice to meet the needs of most of their students.	Teacher effectively utilizes resources to support and challenge all students including differentiated curriculum, tutors, special education, ELL resources, available technology, advising and intervention programs to support student progress.	<p>In addition to "Proficient"</p> <p>Teacher creates resources for students and shares tools and strategies with others.</p>



Pathways in Education
High Quality Teaching Initiative

Domain 1: Planning and Preparation

Element 1D: Designing Coherent Instruction

Designing coherent instruction is imperative to planning. Lesson design should align with school expectations for student learning, credit attainment, skills growth, and college and career readiness. Lesson design requires the use of content standards, knowledge of students, expectations of student learning and the resources available. Teachers must decide how to best sequence instruction to maximize student learning through the required content for credit attainment. It also requires that teachers understand their students as individuals, as well as the methods in which they learn best. Distinguished teachers will design instruction to advance student learning with thoughtful construction of lessons containing engaging learning activities, appropriate resources and materials, and intentional grouping of students. (These should be observable in the lesson plan and be implemented in Domain 3).

FOCUS QUESTION	Beginning	Developing	Proficient	Distinguished
<p>1D1: Lesson and Unit Structure</p> <p><i>To what extent does the lesson align with the school expectations?</i></p>	<p>The design of the learning experiences is not aligned to the learning objective(s).</p> <p>AND</p> <p>Learning experiences are either not sequenced or not timed to enable students to demonstrate independent mastery of the learning objective(s) through the appropriate release of responsibility.</p>	<p>The design of the learning experiences is not aligned to the learning objective(s).</p> <p>OR</p> <p>Learning experiences are either not sequenced or not timed to enable students to demonstrate independent mastery of the learning objective(s) through the appropriate release of responsibility.</p>	<p>The design of the lesson is aligned to the learning objective(s) and outcomes.</p> <p>AND</p> <p>The design of the lesson is sequenced and timed to enable all students to demonstrate independent mastery of the learning objectives through the appropriate release of responsibility.</p>	<p>In addition to "Proficient"</p> <p>The timing or sequence of the lesson is differentiated for individual students or subgroups of students.</p> <p>OR</p> <p>The design of the learning experiences offers students choice in time or sequence of learning experiences.</p>
<p>1D2: Learning Activities for Engagement</p> <p><i>How are cognitively engaging learning activities designed to further students' understanding?</i></p>	<p>Learning activities do not provide engaging opportunities for higher-level thinking.</p> <p>OR</p> <p>The teacher provides limited materials and resources.</p>	<p>Learning activities inconsistently provide engaging opportunities for higher-level thinking.</p> <p>AND</p> <p>The teacher provides some materials and resources.</p>	<p>Learning activities provide engaging opportunities for higher-level thinking.</p> <p>AND</p> <p>The teacher provides a variety of appropriately challenging materials and resources.</p>	<p>In addition to "Proficient"</p> <p>Activities permit student choice.</p> <p>OR</p> <p>Learning experiences connect to other disciplines.</p>
<p>1D3: Grouping</p> <p><i>How are group structures used to move maximize learning/instruction?</i></p>	<p>The structure and size of grouping arrangements do not move students toward mastery of the learning objective(s).</p> <p>OR</p> <p>Teacher does not actively facilitate or monitor student participation during group structures.</p>	<p>The structure and size of grouping arrangements move students toward mastery of the learning objective(s).</p> <p>OR</p> <p>Teacher facilitation inconsistently supports active student participation throughout all group structures.</p>	<p>The structure and size of grouping arrangements move students toward mastery of the learning objective(s).</p> <p>AND</p> <p>Teacher facilitation supports active student participation throughout all group structures.</p>	<p>In addition to "Proficient"</p> <p>Students support each other to work through challenging activities and hold themselves and each other accountable for individual or group work that leads to mastery of the learning objective(s).</p>



Domain 2: The Learning Environment

Element 2A: Creating an Environment of Respect and Rapport

Classrooms should be a safe environment for all who enter. This begins with teachers managing their relationships with students and ensuring that inter-student relationships remain positive and supportive. Teachers must create an environment of respect and rapport. This is done through interactions they have with students and the interactions they encourage and cultivate among students. A vital aspect to rapport is how the teacher responds to students and how students are expected, and allowed, to treat one another. In a respectful environment, all students are comfortable taking intellectual risks, because they understand that they are safe and valued as an individual; there is no fear of being ridiculed by the teacher or their classmates for inaccurate responses. The teacher maintains high expectations for student conduct in class, and students' dignity is upheld even when disciplinary action is necessary.

FOCUS QUESTIONS	Beginning	Developing	Proficient	Distinguished
<p>2A1: Building a Relationship</p> <p><i>To what extent does the teacher build authentic and effective rapport with students?</i></p>	<p>The teacher's interactions with some students are negative, demeaning, or inappropriate to the age and needs of the students in the class. Teacher's body language, tone, word choice, and/or attitude does not allow for students to take intellectual risks or feel comfortable in the learning environment.</p> <p>OR</p> <p>Students exhibit disrespect for the teacher and/or one another.</p>	<p>The teacher's interactions with students inconsistently demonstrate respect and positivity. Teacher's body language, tone, word choice, and/or attitude inconsistently allows for students to take intellectual risks or feel comfortable in the learning environment.</p> <p>OR</p> <p>Students inconsistently exhibit respect for the teacher and/or one another.</p>	<p>The teacher's interactions with students are respectful, positive, and appropriate for the age and needs of the students (e.g. social/emotional, culture) and support student growth.</p> <p>AND</p> <p>Students exhibit respect for the teacher and/or one another.</p>	<p>In addition to "Proficient"</p> <p>The teacher's interactions demonstrate a positive rapport with individual students and all students feel safe continuing to take intellectual risks.</p>
<p>2A2: Managing Student Behavior</p> <p><i>How does the teacher foster and model a positive and safe learning environment and discipline with dignity?</i></p>	<p>There is little or no teacher monitoring of student behavior, and response to students' misbehavior is repressive or disrespectful of student dignity. There appears to be no established standards of conduct.</p>	<p>The teacher tries, with inconsistent results, to monitor student behavior and respond to student misbehavior. Standards of conduct appear to have been established, but their implementation is inconsistent.</p>	<p>The teacher monitors student behavior against established standards of conduct. Teacher response to student misbehavior and the response is consistent, proportionate, and respectful to students.</p>	<p>In addition to "Proficient"</p> <p>Students take an active role in monitoring their own behavior and/ or that of other students against standards of conduct.</p> <p>OR</p> <p>Teacher monitoring of student behavior is subtle and preventive.</p>



Pathways in Education
High Quality Teaching Initiative

Domain 2: The Learning Environment

Element 2B: Establishing a Culture for Learning

The atmosphere of the school site and the classroom should reflect the importance of all work undertaken by both the teacher and students. Teachers demonstrate enthusiasm for working towards skill-building, achieving graduation, and post-secondary goals. The culture of learning should value intellectual virtues such as: growth mindset, grit, the value of hard work, curiosity, discovery, and a desire for personal growth, all while maintaining high expectations. The teacher helps students feel comfortable taking risks, making mistakes, and asking for help knowing that they will be supported throughout the process. The teacher establishes a culture of high expectations for all students to take on challenging work because they are prepared to work hard. Teachers use every interaction as an opportunity for student learning. Students receive feedback on academic topics as well as personal growth.

FOCUS QUESTIONS	Beginning	Developing	Proficient	Distinguished
<p>2B1: Classroom Community</p> <p><i>How does the teacher create a welcoming classroom environment?</i></p>	<p>The classroom is inconsistently clean and/or organized and may impede learning.</p>	<p>The classroom is clean, organized, but does not optimize an atmosphere that is conducive to learning.</p>	<p>The classroom is clean, organized, and set up to consistently create a positive and developmentally appropriate atmosphere that is conducive to learning.</p>	<p>In addition to "Proficient"</p> <p>Students utilize the classroom resources/organization as tools.</p>
<p>2B2: Expectations for Learning & Achievement</p> <p><i>To what extent does the teacher hold high expectations and coach students to develop academic skills necessary for postsecondary success?</i></p>	<p>Teacher does not communicate expectations for students, or displays little enthusiasm for student achievement.</p> <p>OR</p> <p>Teacher does not offer any coaching on student behavior or habits that will lead to improved results</p>	<p>The teacher communicates inconsistent expectations for students' academic pursuits and adopting the skills that will lead to postsecondary success.</p> <p>OR</p> <p>The teacher creates an academic environment that celebrates effort and challenges students to develop their self-efficacy.</p>	<p>The teacher communicates high expectations for students' academic pursuits and adopting the skills that will lead to postsecondary success.</p> <p>AND</p> <p>The teacher creates an academic environment that celebrates effort and challenges students to develop their self-efficacy.</p>	<p>In addition to "Proficient"</p> <p>Students encourage other students to take risks and put forth academic effort. Students assume responsibility for high quality work by initiating improvements.</p>



Pathways in Education
High Quality Teaching Initiative

Domain 2: The Learning Environment

Element 2C: Managing Classroom Procedures

The teacher establishes and monitors norms, routines, and procedures for the smooth operation of the classroom and the efficient use of time. Instructional groups are used effectively, non-instructional tasks are completed efficiently, and transitions between activities and management of materials and supplies are skillfully done in order to maintain momentum and maximize instructional time. The establishment of efficient routines, and teaching students to employ them, may be inferred from the sense that the class "runs itself." Students understand they are expected to participate in class, groups, and discussions.

FOCUS QUESTIONS	Beginning	Developing	Proficient	Distinguished
<p>2C2: Managing Norms, Routines, and Transitions</p> <p><i>To what extent are the students functioning on a set of norms and routines established by the teacher? Are transitions efficient? Are students behaving according to expectations?</i></p>	<p>Much instructional time is lost through inefficient procedures, transitions, and/ or mishandling of materials.</p>	<p>Some instructional time is lost through only partially effective classroom norms, routines, procedures, transitions, and/or handling of materials.</p>	<p>There is little loss of instructional time because of effective classroom norms, routines, procedures, transitions and management of materials.</p>	<p>In addition to "Proficient"</p> <p>Students take initiative to ensure that their time is used productively and transitions are seamless and other routines are accomplished smoothly.</p>



Pathways in Education
High Quality Teaching Initiative

Domain 3: Instruction and Assessment

Element 3A: Questioning

The teacher asks high-quality questions pushing students' depth of knowledge, causing students to utilize critical thinking skills, deepen their understanding, make inferences, and validate their understanding. The teacher checks for understanding, mastery and completion of high quality work and gives adequate time for student responses. The teacher requires students to demonstrate they have learned the content and objectives through verbal quizzes, identification exercises, discussion of literature, or explanation of a historical event or scientific process. Class discussions should engage all students and promote the use of academic language to deepen their understanding. The teacher builds on student responses to questions, challenging students in explaining their thinking, and to cite specific text/evidence to support their position. The teacher understands that challenging his or her students conveys belief in the student's abilities and knowledge. The distinguished teacher challenges the student to go beyond the workbook, to explore the content and make deeper connections; probing questions convey respect for the students and their thinking.

FOCUS QUESTIONS	Beginning	Developing	Proficient	Distinguished
<p>3A1: High Quality Questioning</p> <p><i>To what extent does the teacher ask high quality questions and promote engagement with the content material?</i></p>	<p>Teacher does not ask questions to verify understanding.</p> <p>OR</p> <p>The teacher does not scaffold questions toward cognitive challenge and mastery of the learning objective(s).</p>	<p>The teacher poses questions that require mostly recall responses.</p> <p>OR</p> <p>The teacher inconsistently scaffolds questions toward cognitive challenge and mastery of the learning objective(s).</p>	<p>The teacher poses questions to a majority of students that are scaffolded toward cognitive challenge and mastery of the learning objective(s).</p> <p>AND</p> <p>The teacher uses strategies to enable students to correctly answer questions and justify their thinking.</p>	<p>In addition to "Proficient"</p> <p>Students initiate higher-order questions with the teacher or with other students, without being asked for contribution, which demonstrates their comprehension of the material and promotes an inquiry for exploration of the content.</p>
<p>3A2: Discussion Techniques and Wait Time</p> <p><i>To what extent are students engaged in classroom discussion?</i></p> <p><i>To what extent does the teacher give appropriate wait time and allow students to think for themselves?</i></p>	<p>All discussion is between teacher and students; students are not invited to speak directly to one another. Teacher leaves inadequate wait time, and answer their own questions.</p> <p>OR</p> <p>Teacher does not utilize discussion techniques.</p>	<p>Teacher attempts to facilitate conversations in whole class discussions, but only a few actually participate.</p> <p>AND</p> <p>Teacher provides some wait time, but occasionally still answers their own questions.</p>	<p>The teacher facilitates conversations in whole class discussions that require all students to consistently use academic vocabulary and justify their reasoning.</p> <p>AND</p> <p>Teacher allows adequate wait time and equity of voice.</p>	<p>In addition to "Proficient"</p> <p>Students extend the discussion, enriching it. Students invite comments from their classmates during discussion.</p>



Pathways in Education
High Quality Teaching Initiative

Domain 3: Instruction and Assessment

Element 3B: Using Evaluation/Assessment in Instruction

In assessing learning, the teacher carefully watches and listens to their students. Students reveal their level of understanding through the questions they ask, the responses they give, their approaches to projects and assignments, and the work they produce. It is important for teachers to know whether students have learned what was intended by the teacher and offer feedback where appropriate. Assessments do not signal the end of instruction, but rather play a role in the equitable instructional approach of the teacher. The teacher looks at what students are producing and determines whether the students require additional explanations or activities to understand the content. Students are able to demonstrate that they have a grasp on their own understanding of the content and engage in self-assessment in order to seek additional help if necessary. The teacher will engage the student in reviewing assessment results for the students to reflect on their own progress and effort.

FOCUS QUESTIONS	Beginning	Developing	Proficient	Distinguished
<p>3B1: Monitoring of Student Learning</p> <p><i>How does the teacher assess that the student is mastering the content?</i></p> <p><i>How does the teacher adjust instruction based on gathered data during the lesson?</i></p>	<p>Teacher does not monitor student learning during the lesson.</p> <p>OR</p> <p>Teacher does not adjust instruction based on data.</p>	<p>Teacher inconsistently monitors some of the students' learning during the lesson by checking for understanding.</p> <p>OR</p> <p>The teacher adjusts the instruction ineffectively.</p>	<p>The teacher monitors student learning and checks for understanding using different techniques throughout the lesson to gather data on students' progress toward the learning objective(s) and outcomes.</p> <p>AND</p> <p>The teacher adjusts whole-class instruction based on the data to meet students' learning needs.</p>	<p>In addition to "Proficient"</p> <p>Continues to monitor individual student learning and subgroups, while implementing differentiated instruction in real time.</p>
<p>3B2: Feedback to Students</p> <p><i>To what extent is the teacher providing feedback to students regarding their learning and unit assessments?</i></p>	<p>Teacher provides untimely, unhelpful, or no feedback to continue student learning or guide the student on skill-building.</p>	<p>Teacher sometimes provides feedback. Teacher sometimes addresses the need for additional skill-building or interventions.</p>	<p>Teacher provides accurate, timely, specific, and constructive feedback to engage students in learning or skill-building.</p>	<p>In addition to "Proficient"</p> <p>Students monitor their own readiness and check-in with their teacher if needed. Students also work with other students to prepare to be assessed.</p>



Domain 3: Instruction and Assessment

Element 3D: Student Engagement

When students are engaged in learning, they are not merely "busy," nor are they only "on task." Rather, they are cognitively active in learning important and challenging content. The critical distinction between a classroom in which students are compliant and busy and one in which they are engaged is that in the latter, students are developing their understanding through what they do. They are engaged in discussion, debate, answering "what if?" questions, discovering patterns, and similar activities. An engaging lesson has a structure with a beginning, a middle, and an end. Students may be selecting their work from a range of (teacher-arranged) choices, and making important contributions to the intellectual life of the class. Activities do not typically consume an entire lesson, but they are essential components of engagement. The best evidence of student engagement is what students are saying and doing during a lesson.

FOCUS QUESTIONS	Beginning	Developing	Proficient	Distinguished
<p>3D1: Engaging Students in Learning</p> <p><i>To what extent are the students engaged and intellectually active in the content?</i></p> <p><i>To what extent are students given an opportunity to participate in the lesson in a way that demonstrates their learning and engagement?</i></p>	<p>Few or none of the students are cognitively engaged or interested in the lesson. Instruction is delivered in the format of a long, continuous lecture.</p>	<p>Some of the students are cognitively engaged or interested in the lesson. Learning experiences inconsistently match the level of rigor required to attain mastery of the learning objective(s).</p>	<p>All students are cognitively engaged and interested in the lesson. Learning experiences consistently match the level of rigor required to attain mastery of the learning objective(s).</p>	<p>In addition to "Proficient"</p> <p>Students have a choice in how they complete tasks and suggest modifications or additions to the materials being used.</p>



Domain 4: Professional Responsibilities

Element 4A: Participating in the Professional Community

The teacher is perpetually focused on improving their teaching practice. Being able to honestly reflect on one's practice helps teachers refine their approach and evolve. With experience, teachers become more discerning in their reflection and can evaluate successes and errors more accurately. A teacher demonstrates their ability to reflect through professional conversations with colleagues, examining student work, conversations with students, or simply thinking about ways to improve their teaching. The teacher is also receptive to feedback and is focused on their own path of improvement. The teacher is always looking for ways to adjust or tweak their practice to improve results and grow as an educator. The teacher who contributes positively to the center culture and the overall mission of our school is a valued member of the team. The teacher who fosters collaborative relationships with colleagues (center coordinator, administrators, independent study teachers, special education, tutors, support staff, etc.), maintains an open and honest line of communication, is solutions-oriented, and is tireless in their pursuit to serve our students will positively shape the school's culture.

FOCUS QUESTIONS	Beginning	Developing	Proficient	Distinguished
<p>4A1: Individual Growth and Reflection</p> <p><i>To what extent does the teacher reflect on and evolve their practice?</i></p>	<p>The teacher rarely reflects on their practice. OR The teacher has a misalignment of self-assessment. The teacher struggles to identify specific points of focus that will make a difference. OR Teacher is resistant to feedback.</p>	<p>The teacher sometimes reflects on his or her efforts and results. The teacher can sometimes identify areas of focus to make adjustments and may attempt to improve their practice. OR Teacher is somewhat open to feedback.</p>	<p>The teacher regularly reflects on his or her efforts and results. The teacher can identify areas of focus to make adjustments and attempt new ways to evolve and improve their practice. AND Teacher is receptive to feedback.</p>	<p>In addition to "Proficient"</p> <p>The teacher creates a system of reviewing data and collects input from stakeholders. The teacher seeks out available PD, collaboration opportunities, and feedback from leaders to make changes in practice.</p>
<p>4A2: Relationship with Colleagues/ Teamwork</p> <p><i>To what extent does the teacher contribute positively and effectively to the center's culture?</i></p>	<p>The teacher's relationships with colleagues can be characterized by negativity or combativeness. OR Teacher does not always contribute positively to the center's culture.</p>	<p>This teacher sometimes collaborates with coworkers. OR The teacher sometimes contributes positively to the center's culture. The teacher is focused only on their individual goals.</p>	<p>The teacher has supportive and collaborative relationships with colleagues; the teacher is a valued member of the team. AND Teacher consistently contributes positively to the center culture. Teacher is in tune with the center goals as well as their own goals.</p>	<p>In addition to "Proficient"</p> <p>The teacher is sought out by colleagues for advice on best practices and improvement plans. AND The teacher is a culture-changer and positively contributes to new approaches that will make the center and school better for the students.</p>



Pathways in Education
High Quality Teaching Initiative

Domain 4: Professional Responsibilities

Element 4C: Communicating with Families

The teachers create opportunities to work closely with our students' families (parents, guardian, foster parent, parole officer, or best contact for school matters). The teacher is not only communicating when a student has fallen off-track and needs to be held accountable for poor choices but also to praise the student when they have made better choices or achieved specific benchmarks. If students' parents are not available to be very involved or struggle with knowing how to best support the efforts to work with their child, the teacher finds creative ways to communicate and involve the parent/guardian. The teacher can navigate situations where a parent is preventing the student from making progress (e.x. through an unhealthy relationship) and creates a plan primarily with the student to get the student back on track (and let their administrator know). Unless a student who is 18+ specifies that they do not want to involve their parents, the teacher still recommends and provides opportunities for involvement. We also serve students who are living in temporary housing or homeless - for these students, the teacher must understand what the relationship will be with the students.

FOCUS QUESTIONS	Beginning	Developing	Proficient	Distinguished
<p>4Ci: Engagement of Family or Guardian</p> <p><i>To what extent does the teacher provide opportunities to communicate with the student's family or guardian?</i></p>	<p>The teacher has no contact with the student's family or makes no attempt to engage student's family in the program. The teacher is not communicative with parents/guardian.</p>	<p>The teacher has little contact with the student's family or makes some attempt to engage student's family in the program. The teacher is inconsistently communicative with the family.</p>	<p>The teacher has regular contact with the student's family or provides opportunities to engage with the family (even if the family is not receptive). The teacher works with the family to support the student's goals.</p>	<p>In addition to "Proficient"</p> <p>The teacher and family have a trusting, collaborative, and constructive relationship. The teacher creates opportunities to allow for parents to participate in the school culture.</p>

Appendix F6: Funding Commitment Letters

October 24, 2019

Ms. Tamara Baysinger
Director
Idaho Charter School Commission
304 North 8th Street, Suite 242
Boise, ID 83702



RE: Pathways in Education – Idaho Falls, Inc.

Dear Ms. Baysinger,

Pathways in Education – Idaho Falls, Inc. (“Pathways”) is seeking a loan from Education Management Systems, Inc. (“EMS”) to provide external funding in support of their new charter school. We think this project is very much aligned with EMS’s mission in supporting blended learning charter schools.

EMS’s experience as a former educational organization and management solution for charter school’s spans over two decades. EMS has dedicated itself to providing exceptional opportunities for underserved youth and is responsible for launching and managing some of the largest charter schools in the United States.

We are in full support of the Pathways school network and its dedication to highlighting the unique needs and strengths of every student.

Upon approval of their application, we look forward to working with Pathways to support their financial needs.

Best regards,

A handwritten signature in blue ink that reads "John Hall". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

John Hall, President
Education Management Systems, Inc.



October 28, 2019

Ms. Tamara Baysinger
Director
IDAHO CHARTER SCHOOL COMMISSION
304 North 8th Street, Suite 242
Boise, ID 83702

RE: Pathways in Education-Idaho Falls

Dear Director Baysinger:

As a follow-up to my previous letter of August 28, 2019, I am once again writing in full support of Pathways in Education's application for a new school in Idaho Falls.

More specifically, if Pathways in Education does not receive the CSP Grant or start-up funding from another organization, Building Hope will evaluate the feasibility of providing this funding as part of our facility solution. It is not unusual for us to provide this type of funding in conjunction with a facility solution, especially in the case of new schools.

Please let me know if you have any questions in this regard or if you need any additional information. Thank you in advance for your support of Pathways in Education, they are doing great things in Nampa and we are committed to supporting their expansion to Idaho Falls.

Sincerely,

Thomas Porter
Vice President

Appendix F7: Draft PIE-Idaho Falls/PMG Management Agreement

MANAGEMENT SERVICES AGREEMENT BETWEEN
PATHWAYS MANAGEMENT GROUP, INC.,
AND
PATHWAYS IN EDUCATION – IDAHO FALLS, INC.

This MANAGEMENT SERVICES AGREEMENT (“Agreement”) is made and entered into and effective, _____, by and between Pathways Management Group, Inc., a California nonprofit corporation (“PMG”), and Pathways in Education – Idaho Falls, Inc., an Idaho nonprofit corporation (“PIE-IDAHO FALLS”) with reference to the following:

RECITALS

WHEREAS, PMG provides management and other services to charter schools and has expertise in providing educational services to at risk students using independent study instructional modalities;

WHEREAS, PIE-IDAHO FALLS was created to develop new ways to educate children in Idaho through the establishment of and/or operation of charter schools;

WHEREAS, PIE-IDAHO FALLS is actively seeking to establish a charter to serve at-risk students under the purview of the Idaho Public Charter School Commission;

WHEREAS, the charter petition submitted by PIE-IDAHO FALLS to the Idaho Public Charter School Commission will set forth the governance structure for the charter school and provide, among other things, that the management and day-to-day operation of the charter school may be delegated to third parties;

WHEREAS, PIE-IDAHO FALLS desires to contract for services, including school management, facilities management, financial management, accounting, student achievement reporting and human resources services;

WHEREAS, the parties intend that the terms of this Agreement shall be consistent with the terms of any charter petition approved by the Idaho Public Charter School Commission.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

1.1 Charter Petition. The parties understand and acknowledge that PIE-IDAHO FALLS may be bound by and subject to, all the terms and conditions of the Charter Petition or charter agreement between PIE-IDAHO FALLS and the Idaho Public Charter School Commission (the "IPCSC") (hereinafter referred to as the "Charter Petition") and that by entering into this Agreement, PMG's services shall comply with the applicable terms and conditions of the Charter Petition.

1.2 Independent Contractor. The parties to this Agreement intend that:

1.2.1 The relationship between PMG and PIE-IDAHO FALLS created by this Agreement is that of an independent contractor, and not a partnership or employer- employee or other relationship. No agent, employee, or servant of PMG shall be deemed to be the employee, agent or servant of PIE-IDAHO FALLS. The manner and means of conducting the work pursuant to this Agreement is under the sole control of PMG and PMG will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the entire Term of this Agreement; and,

1.2.2 No agent, employee, or servant of PIE-IDAHO FALLS shall be deemed to be the employee, agent or servant of PMG. PIE-IDAHO FALLS will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the entire Term of this Agreement.

ARTICLE 2 TERM

2.1 Unless earlier terminated pursuant to this Agreement, the term ("Term") of this Agreement shall commence on _____ (the "Commencement Date"), and shall continue through _____ ("Expiration Date"), provided however, that in the event PIE-IDAHO FALLS shall at any time cease to be chartered by the IPCSC, this Agreement shall terminate thirty (30) days following the effective termination date of PIE-IDAHO FALLS's charter. No later than eighteen (18) months prior to the Expiration Date, PIE-IDAHO FALLS will schedule a meeting with PMG to discuss renewal of the Agreement. Following the meeting, if PIE-IDAHO FALLS or PMG decide to forego renewal, the forgoing party will inform the other party in writing no less than twelve (12) months before the Expiration Date of this determination, or this Agreement will automatically renew for an additional five (5) year term.

ARTICLE 3 SERVICES TO BE PROVIDED BY PMG

3.1 During the Term of this Agreement, except as otherwise provided herein, PMG shall provide to PIE-IDAHO FALLS as more specifically described herein below, school management, facilities management, financial management, accounting, student achievement reporting and human resources services (hereafter referred to as the "PMG Services"). Such services are more particularly identified on Exhibit "A," which is attached hereto, and incorporated herein.

ARTICLE 4 PMG COMPENSATION

4.1 For the first year commencing _____, on the 5th day of each calendar month during the Term of this Agreement, PIE-IDAHO FALLS shall cause to be paid to PMG a monthly fee of ten (10%) percent of the monthly gross revenue generated by PIE-IDAHO FALLS for PMG Services. The monthly fee will be in addition to PIE-IDAHO FALLS's obligation to reimburse expenses as provided hereinafter. The monthly fee for the PMG Services may, at the discretion of PMG, automatically increase on June 1 of every year to adjust for federal cost of living adjustments, but shall not increase by more than five percent (5%) per year, and shall under no circumstances exceed fifteen (15%) of the school's revenue for the fiscal year.

4.2 PIE-IDAHO FALLS shall not be responsible for payment of the compensation referred to herein until PIE-IDAHO FALLS obtains start-up, grant, or general funding.

ARTICLE 5 FACILITIES MANAGEMENT SERVICES

5.1 PMG shall be responsible for the identification, location and acquisition of space for PIE-IDAHO FALLS learning centers.

5.2 PIE-IDAHO FALLS shall reimburse PMG or pay directly any and all rentals (including common area charges and other charges assessed directly by the landlord as part of each respective lease) advanced by PMG for the use of commercial premises for PIE-IDAHO FALLS learning centers and/or school site(s). PMG has or may enter into and shall maintain for the benefit of PIE-IDAHO FALLS leases of commercial real property and office space to provide learning centers and/or school site(s) for the students of PIE-IDAHO FALLS. PIE-IDAHO FALLS shall reimburse PMG or pay directly any and all costs associated with general contracting and construction related services, including, but not limited to construction management services, construction consulting services, construction, demolition, renovation, and remodeling.

5.3 PIE-IDAHO FALLS shall also reimburse PMG or pay directly all expenses for utilities, including telephone, power, water, trash and other utilities used in connection with the foregoing learning centers.

5.4 PIE-IDAHO FALLS acknowledges that the terms of certain leases held by PIE-IDAHO FALLS at the time of this Agreement may expire or terminate prior to the end of the Term of this Agreement. In such event, PMG agrees to locate and secure, on behalf of PIE-IDAHO FALLS, suitable replacement premises. PMG will obtain the prior written approval of PIE-IDAHO FALLS staff before adding or subtracting the number of learning centers used by PIE-IDAHO FALLS.

5.5 All learning centers will meet Idaho health and safety standards.

5.6 Facilities will be selected on the basis of identification of areas where the greatest numbers of potential students can be served.

5.7 PMG shall be responsible for the purchase and installation of technology (computers, modems, and phone units) integral to the operation of PIE-IDAHO FALLS learning centers and PIE-IDAHO FALLS will pay directly or reimburse PMG for these costs.

5.8 PMG shall be responsible for furnishing and maintaining PIE-IDAHO FALLS learning centers as necessary to operate the learning centers. PIE-IDAHO FALLS will pay directly or reimburse PMG for these costs.

5.9 PMG will secure insurance reasonably suitable to protect PIE-IDAHO FALLS for personal and property damage caused by hazards at the learning centers. PIE-IDAHO FALLS will pay directly or reimburse PMG for the cost of such insurance.

5.10 PMG will ensure that, at a minimum, each of the learning centers are open to teachers and students according to PIE-IDAHO FALLS's operating schedules.

5.11 PMG and PIE-IDAHO FALLS will enter into a separate lease agreement for PIE-IDAHO FALLS learning centers, which leases (to the extent time remains on the lease term) will survive the terminating of this Agreement.

ARTICLE 6 STUDENT ACHIEVEMENT REPORTING

6.1 PMG shall provide information to PIE-IDAHO FALLS's board of trustees sufficient to enable PIE-IDAHO FALLS's board to monitor the sufficiency of services provided by PMG and whether it is in compliance with its obligations under this Agreement.

6.2 PMG shall make available to PIE-IDAHO FALLS the following reports: monthly report of expenses incurred for reimbursement, monthly ADA or student attendance reports, reports required by the IPCSC, budget reports, and year to date budget variance reports. Upon reasonable request, PMG shall provide additional financial data and other data to PIE-IDAHO FALLS in a format and structure reasonably directed by PIE-IDAHO FALLS.

6.3 PMG, at its own election or when requested by PIE-IDAHO FALLS, will contract periodically with an independent evaluator of charter schools to conduct an independent evaluation of PIE-IDAHO FALLS's educational programs and student achievement. The results of the evaluation will be provided to PIE-IDAHO FALLS. This independent evaluation will examine the effectiveness and quality of the educational programs and services provided to PIE-IDAHO FALLS students. The evaluation will use both qualitative and quantitative data. The evaluator will analyze standardized test data and incorporate the results into the evaluation. In addition, the data relating to baseline student Performance Plans; educational and community agency services rendered to PIE-IDAHO FALLS's students; and enrollment, academic and attendance records will be analyzed. Qualitative data will be collected through structured and unstructured interviews and questionnaires with PIE-IDAHO FALLS staff, students, parents and community agency personnel. PIE-IDAHO FALLS shall pay directly or reimburse PMG for the cost of any evaluation(s) requested by PIE-IDAHO FALLS.

ARTICLE 7 EDUCATIONAL PROGRAM AND CURRICULUM

7.1 PMG shall provide an education program (the "Program") to be used in connection with PIE-IDAHO FALLS's educational program. The Program shall be initially structured as follows:

7.1.1 The curriculum developed or purchased by PMG shall introduce instruction in higher order skills as early as possible in the Program, in order to offer interesting and challenging curriculum for the purpose of allowing students to progress as quickly as their capabilities will allow. The Program will allow students to use the knowledge that they are accumulating in novel ways to facilitate problem- solving and skill development. Materials shall be designed in a language and format that are readily accessible, and students will be allowed to complete course work at their own pace, as the Program will be formulated based on an initial assessment of the student’s skill levels in reading, math and other core courses. The key components of the Program are as follows:

7.1.2 Students will be encouraged to concentrate their learning efforts on a maximum of one or two core subjects, in order to achieve greater depth of learning in each subject and to focus the students’ attention on specific areas as a way to promote maximum efficiency for faster results.

7.1.3 Students will participate in independent study programs that will allow each student to tailor his or her work pace to meet personal needs and goals.

7.1.4 Students will be placed in core subjects of reading, English and Math based on tested achievement levels. Advancement will be determined on actual mastery of skills. Learning will be thus focused on the specific skills and tasks, which will result in the maximum advancement in the minimum time.

7.2 PMG shall implement PIE-IDAHO FALLS’s curriculum in a manner that is consistent with the Charter Agreement.

7.3 PMG shall implement or contract to provide data assessment and accountability functions on the academic performance of PIE-IDAHO FALLS students, including the effect of any outside programs provided by or through PMG or PIE-IDAHO FALLS. PIE-IDAHO FALLS shall pay directly or reimburse PMG for the cost of obtaining such assessment and accountability reports, if contracted through a third party.

7.4 PMG shall ensure that PIE-IDAHO FALLS, including its curriculum, will be nonreligious, nonsectarian and shall not illegally discriminate against any student on the basis of race, creed, color, sex, national origin, religion, ancestry, age, disability, special need, marital status, citizenship or any other legally prohibited basis.

7.5 PIE-IDAHO FALLS shall pay directly or reimburse PMG for the cost of all curriculum materials and purchasing.

ARTICLE 8 MANAGEMENT OF THE CHARTER SCHOOL

8.1 PMG is not obligated to devote all of its time or business efforts to the affairs of PIE-IDAHO FALLS.

8.2 PMG and its officers, directors, members, agents, employees and/or affiliates may engage or invest in any business activity of any type or description, including, without limitation, those that might be the same as or similar to the PIE-IDAHO FALLS’s business. PIE-

IDAHO FALLS shall have no right in or to such other activities or to the income or proceeds derived there from. PMG shall not be obligated to present any investment opportunity or prospective economic advantage to PIE-IDAHO FALLS, even if the opportunity is of the character that, if presented to PIE-IDAHO FALLS, could be invested in by PIE-IDAHO FALLS.

8.3 In addition to any other duties or obligation of PMG arising under this agreement, PMG shall ensure that, in the event that PIE-IDAHO FALLS loses its charter or otherwise ceases to operate as charter school, all applicable legal requirements established by the IPCSC or other government entity shall be met.

ARTICLE 9 PERSONNEL AND TRAINING

9.1 PMG shall recruit, screen and recommend certificated and non-certificated individuals to PIE-IDAHO FALLS for employment by PIE-IDAHO FALLS.

9.2 All personnel recommended by PMG for employment by PIE-IDAHO FALLS shall have the experience and knowledge appropriate to the position for which they are to be considered for employment.

9.3 All personnel recommended by PMG for employment by PIE-IDAHO FALLS shall meet standards set forth by Idaho law, as applicable and such employee's particular job description. Certificated employees shall meet requirements of the Idaho charter laws.

9.4 When necessary, PIE-IDAHO FALLS shall work with PMG to obtain IPCSC waivers and shall work with PMG to expedite the certification process or alternative accreditation for all new or out-of-IPCSC personnel.

9.5 PMG shall provide training in its methods, curriculum, program, and technology to all teaching personnel of PIE-IDAHO FALLS. Such training shall be at PIE-IDAHO FALLS's expense, and may be held off-site, at locations selected by PMG. PMG will also provide team building events, at PIE-IDAHO FALLS's expense, for the benefit of PIE-IDAHO FALLS employees.

9.6 PMG will administer health and retirement benefits for PIE-IDAHO FALLS's employees, including all certificated and non-certificated staff.

9.7 Personnel Policies

9.7.1 PMG and PIE-IDAHO FALLS shall comply with all applicable federal and state laws, concerning employee welfare, safety and health, including, without limitation, the requirements of federal law for a drug free workplace.

9.7.2 Neither PMG nor PIE-IDAHO FALLS will illegally discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, national origin, religion, ancestry, age, disability, marital status, citizenship, or any other legally prohibited basis, in its recruitment, selection, training, utilization, termination or other employment-related activities.

ARTICLE 10 SUBCONTRACTING OF SERVICES

10.1 Subcontracting of Services. PMG reserves the right to subcontract any and all services specified in this Agreement to the IPCSC and/or to public or private subcontractors, as permitted by law.

10.2 Location of Performance. PMG reserves the right to perform non-instructional functions, such as purchasing materials or developing curriculum, off-site at PMG offices or remote locations, unless prohibited by federal, state laws, rules, or regulations.

ARTICLE 11 SCHOOL YEAR

11.1 School Year. The parties hereto agree that PIE-IDAHO FALLS shall be in session between July 1st and June 30th of each school year in accordance with Idaho law.

11.2 Calendar. Notwithstanding the above, the parties understand and agree that the PIE-IDAHO FALLS will have a year-round, multi-track, staggered start calendar for the programs, or, as necessary, any other calendar that would improve the delivery of instruction to students.

ARTICLE 12 STUDENT PRIVACY

12.1 Family Educational Rights and Privacy: Act. PIE-IDAHO FALLS shall advise the IPCSC to designate PMG and its officers, employees, agents and representatives as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A. 1232g, the Family Educational Rights and Privacy Act and under applicable Idaho information and privacy laws. PMG, its officers and employees shall comply with the Family Educational Rights and Privacy Act at all times. PMG and PIE-IDAHO FALLS's obligations under applicable privacy standards are more fully defined and provided for in Exhibit B to this Agreement.

ARTICLE 13 WARRANTIES AND REPRESENTATIONS

13.1 Representations of PIE-IDAHO FALLS. PIE-IDAHO FALLS represents and warrants to PMG that: (i) it is an organization formed, existing and operating under the laws of Idaho (ii) it has full lawful power and authority to execute, deliver and perform this Agreement, to incur the obligations provided for under this Agreement and to contract with PMG for PMG to provide the services set forth in this Agreement; (iii) the information, if any, PIE-IDAHO FALLS has furnished to PMG concerning PIE-IDAHO FALLS's finances, revenues, and student enrollment is accurate and the latest information available at the time of the execution of this Agreement; (iv) the execution, delivery and performance of this Agreement by PIE-IDAHO FALLS is not a violation or breach of any other agreement between PIE-IDAHO FALLS and any other person or entity.

13.2 Representations of PMG. PMG represents and warrants to PIE-IDAHO FALLS that: (i) it is a California corporation organized and existing under the laws of the State of California; (ii) it

has full lawful power and authority to execute, deliver and perform this Agreement, to incur the obligations provided for under this Agreement and to contract with PIE-IDAHO FALLS to provide the services set forth in this Agreement on behalf of PIE- IDAHO FALLS; (iii) the information, if any, PMG has furnished to PIE-IDAHO FALLS concerning PMG’s finances and revenues is accurate and complete and the latest information available at the time of the execution of this Agreement; (iv) the execution, delivery and performance of this Agreement by PMG is not a violation or breach of any other agreement between PMG and any other person or entity.

ARTICLE 14 INDEMNIFICATION

14.1 PMG shall indemnify and hold PIE-IDAHO FALLS and its members, managers, employees, officers, subcontractors, agents, representatives and authorized volunteers (collectively “the PIE-IDAHO FALLS Agents”) harmless from and against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, of whatsoever kind or character, including attorneys’ fees, brought against PIE- IDAHO FALLS and/or the PIE-IDAHO FALLS Agents for injury to property or persons, occurring or allegedly occurring in, on or about PIE-IDAHO FALLS learning centers as a result of actions by PMG and/or by its employees, officers, directors, subcontractors, representatives, and agents (collectively “PMG’s Agents”) during the Term of this Agreement or any renewal periods thereof. Upon timely written notice from PIE-IDAHO FALLS, PMG shall defend PIE- IDAHO FALLS and/or the PIE- IDAHO FALLS Agents in any action or proceeding brought thereon with counsel reasonably acceptable to PIE-IDAHO FALLS.

14.2 PIE-IDAHO FALLS shall indemnify and hold PMG and PMG’s Agents harmless from and against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, of whatsoever kind or character, including attorneys’ fees, brought against PMG and/or PMG’s Agents for injury to property or persons, occurring or allegedly occurring in, on or about PIE-IDAHO FALLS learning centers as a result of actions by PIE-IDAHO FALLS and/or by PIE-IDAHO FALLS’s Agents during the Term of this Agreement or any renewal periods thereof. Upon timely written notice from PMG, PIE- IDAHO FALLS shall defend PMG and/or PMG’s Agents in any action or proceeding brought thereon with counsel reasonably acceptable to PMG.

ARTICLE 15 TERMINATION AND CLOSURE

15.1 PIE-IDAHO FALLS Termination for Cause. PIE-IDAHO FALLS may terminate this Agreement for Cause prior to the end of the Term, in accordance with the procedures set forth herein. For purposes of this Section, “Cause” means:

15.1.1 Material breach of this Agreement may include failure of PMG to provide services as required by this Agreement, or any other act or failure to act by PMG which undermines the joint purpose of this Agreement. PIE-IDAHO FALLS may terminate for cause only if PIE-IDAHO FALLS has provided PMG written notice of the material breach and has allowed PMG a reasonable period in which to remedy such breach. A reasonable period for cure under this

section shall not be less than ninety (90) days. If PIE-IDAHO FALLS can show good cause that PMG's remedial action is unsatisfactory, PIE-IDAHO FALLS may terminate the Agreement under this paragraph pursuant to the procedure set forth in Section 15.4.

15.2 PMG Termination for Cause. PMG may terminate this Agreement for Cause prior to the end of the Term, in accordance with the procedures set forth herein. For the purposes of this Section, "Cause" means:

15.2.1 Material breach of this Agreement, which may include, but is not limited to, PIE-IDAHO FALLS's failure to adhere to the reasonable personnel, curriculum, program or similar recommendations of PMG with respect to PIE-IDAHO FALLS, which PMG reasonably determines to be necessary for the implementation of PMG's Program, PIE-IDAHO FALLS's failure to obtain waivers from third parties as provided for in this Agreement which PMG reasonably determines to be necessary for the implementation of PMG's Program, PIE-IDAHO FALLS's failure to make payments as required by this Agreement; or any other failure which undermines the joint purposes of this Agreement.

PMG may terminate for cause only if PMG has provided written notice of the breach to PIE-IDAHO FALLS and has allowed PIE-IDAHO FALLS a reasonable period in which to remedy such breach. A reasonable period for cure under this section shall not be less than sixty (60) days. If PMG makes a good faith reasonable determination that PIE-IDAHO FALLS's remedial action is unsatisfactory, PMG may terminate the Agreement under this paragraph pursuant to the procedure set forth in Section 15.4.

15.3 Statutes or Legislative Changes. In the event that any enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the operation of PIE-IDAHO FALLS in conformity with this Agreement, or otherwise constitutes a violation of law, or otherwise has a material adverse effect on PMG's ability to operate, PMG or PIE-IDAHO FALLS may elect to deliver written notice to the other of such changes and the resulting consequences. Upon delivery of such notice, the parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the statutory and/or legislative changes. If despite such good faith negotiations the parties are unable to agree upon an acceptable approach to address the statutory and/or legislative changes, then either party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least one hundred eighty (180) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances. Among other events, the foregoing section applies to actions that may be made by the State Board of Education and/or Department of Education.

15.4 Termination Notice and Other Termination Procedure

15.4.1 Unless otherwise expressly provided herein, each party shall give the other party at least ninety (90) days advance written notice of a termination of this Agreement prior to the end of its Term.

15.4.2 Notwithstanding any other provision in this agreement, each party shall use its good faith best efforts to avoid a termination of the Agreement, which becomes effective during the middle of a school year because of the disruption to the educational program and the students. Therefore, in the event this agreement is terminated by either party prior to the end of the Term, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year.

15.4.3 In the event of termination of this Agreement for any reason, PMG shall provide reasonable assistance to PIE-IDAHO FALLS for up to ninety (90) days after the effective date of termination of the Agreement, to assist in the closure of the charter school and the transition of students, if necessary.

15.4.4 In the event PIE-IDAHO FALLS terminates this Agreement prior to the end of the Term, regardless of the reason, then PIE-IDAHO FALLS shall, for the duration of the Term, be obligated to reimburse PMG for all expenses incurred by PMG on account of the leases and all other reimbursable items listed in Article 5.

ARTICLE 16 INSURANCE

16.1 Liability Insurance

16.1.1 PMG, on behalf of PIE-IDAHO FALLS and the IPCSC, shall secure and maintain, insurance, including, but not limited to general liability insurance coverage for bodily injury and property damage for the protection of PIE-IDAHO FALLS, the IPCSC, PMG, and their respective officers, directors, board members, employees, students, teachers and volunteers. Such insurance policies shall be issued by an insurance company or companies selected by PMG and licensed to do business in Idaho. Except as otherwise agreed in writing by PIE-IDAHO FALLS and PMG, all such insurance coverage shall be primary insurance, with deductibles or SIR's which are outside the policy limits, and shall be occurrence based insurance (and not claims made insurance). PIE-IDAHO FALLS shall pay directly or reimburse PMG for all costs of such insurance.

16.1.2 PIE-IDAHO FALLS shall require that its contractors, if providing transportation or other services to PIE-IDAHO FALLS shall name PMG and its, and their respective officers, directors, board members, employees, and agents as additional insureds under their respective commercial general liability and automobile liability insurance policies for personal injury and property damage; and if such services are provided directly by PIE-IDAHO FALLS rather than by contracted service, then PMG may ensure such persons shall be named as an additional insured under corresponding PIE-IDAHO FALLS insurance policies.

16.1.3 The insurance policies maintained by each party pursuant to this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, in coverage or limits, except after thirty (30) days prior written notice to PMG and PIE-IDAHO FALLS. The parties shall furnish one another certified copies of the insurance or certificates of insurance which name one another as additional insured as additional insured and which demonstrate compliance with this Agreement.

16.2 Workers' Compensation Insurance. PMG, on behalf of PIE-IDAHO FALLS, shall secure and maintain workers' compensation insurance covering PIE-IDAHO FALLS employees and authorized volunteers. Such insurance policies shall be issued by an insurance company or companies licensed to do business in Idaho. PIE-IDAHO FALLS shall pay directly or reimburse PMG for its pro-rata share of such cost.

16.3 Coordination of Risk Management. The parties shall coordinate risk management activities with one another, which shall include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with one another in the defense of any claims and complying with any defense and reimbursement provisions of state governmental immunity laws and applicable insurance policies. The parties shall give each other prompt written notice of any claim arising out of the operation of PIE-IDAHO FALLS learning centers. Neither PMG nor PIE-IDAHO FALLS shall compromise, settle, negotiate or otherwise affect any disposition of any claim or potential claims asserted against it to the extent such claims are insured by or through the other party, without the approval of the other party.

ARTICLE 17 CONFIDENTIAL AND PROPRIETARY INFORMATION

17.1 Proprietary Marks and Intellectual Property. PIE-IDAHO FALLS acknowledges and agrees as follows:

17.1.1 PMG owns, may develop, or may create certain proprietary marks during the course of this Agreement and that all proprietary rights in and to such intellectual property, including but not limited to, all trademarks, trade names, service marks, industrial designs, insignias, logos, and designations (as presently or hereafter comprised) in connection therewith (the "Proprietary Marks");

17.1.2 PMG also owns, may develop, or purchase curriculum materials, software and other intellectual property to be used in connection with PIE-IDAHO FALLS educational programs, including but not limited to all copyrights, patents, source codes, technology and trade secrets (as presently or hereafter comprised) in connection therewith (the "Intellectual Property");

17.1.3 PMG has extensively invested in developing and improving the Proprietary Marks and Intellectual Property and in marketing, refining, advertising, promoting and publicizing the same, all of which have become well and favorably known to the public throughout the United States and elsewhere, and, as a result of such efforts, PMG has acquired valuable goodwill therein; and,

17.2 Validity and Use of Proprietary Marks and Intellectual Property. PIE-IDAHO FALLS hereby acknowledges the validity of the Proprietary Marks and Intellectual Property identified above and acknowledges that same are the sole property of PMG. PIE-IDAHO FALLS may use such Proprietary Marks and Intellectual Property only for so long as the right and license granted here remains in force, and only in connection with PIE-IDAHO FALLS operations, in the manner and for the purposes specified in this Agreement. PIE-IDAHO FALLS, shall not, either during or after the term of this Agreement, do anything, or aid or assist any other party to do anything,

which would infringe upon, harm, or contest the rights of PMG in any of its Proprietary Marks and/or Intellectual Property. PIE-IDAHO FALLS further agrees that any additional rights that may develop in any of PMG's Proprietary Marks and/or Intellectual Property in the future, whether as trade names, trademarks, service marks, or copyrighted materials, shall inure and accrue to the benefit of PMG.

17.3 License. Subject to the terms and conditions contained herein, PMG hereby grants to PIE-IDAHO FALLS, and PIE-IDAHO FALLS hereby accepts from PMG, a non-exclusive license to use PMG Proprietary Marks and Intellectual Property during the Term.

17.4 Prohibitions on Use. PIE-IDAHO FALLS agrees not to interfere in any manner with or attempt to prohibit the use of the Proprietary Marks and Intellectual Property by any other entity. PIE-IDAHO FALLS further agrees to execute any and all other necessary papers, documents, and assurances to effectuate this purpose and agrees to cooperate fully with PMG or its agents in securing all necessary and required authority from any Secretary of State, licensing authority, or any other state or federal authority to the use of the Proprietary Marks and Intellectual Property wherever needed. The grant of the License pursuant to this Agreement, does not grant exclusivity of territory or use to PIE-IDAHO FALLS.

17.5 Ownership of Proprietary Information. PIE-IDAHO FALLS agrees that PMG shall own all copyright and other proprietary rights in and to the Proprietary Marks and Intellectual Property, including but not limited to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by PMG, its employees, agents or subcontractors, during the Term of this Agreement or any renewal Terms hereof PMG shall have the sole and exclusive right to license such materials for use by other IPCSC schools or customers, or to modify and/or sell such materials to other IPCSC schools and customers. PMG may disclose such proprietary information, including that which is currently in existence as well as that which may be created in the future. PIE-IDAHO FALLS shall take all measures reasonably necessary to assure that none of its personnel or agents disclose, publish, copy, transmit, modify, alter or utilize the Proprietary Marks and Intellectual Property without PMG's prior written consent.

17.6 Unauthorized Use. PIE-IDAHO FALLS shall promptly report to PMG any unauthorized use of PMG's Proprietary Marks and/or Intellectual Property that comes to its attention in any manner whatsoever. If requested by PMG, PIE-IDAHO FALLS will cooperate with PMG in precluding unauthorized use of PMG's Proprietary Marks and Intellectual Property, or any confusingly similar mark or property.

17.7 Confidential Information.

17.7.1 PIE-IDAHO FALLS acknowledges and agrees that during the Term, it will have access to certain confidential information of PMG, including but not limited to confidential or proprietary business information, curriculum materials, software, property rights and data, know-how, trade secrets, customer and vendor lists, supplier and distributor lists, billing practices and procedures, operating manuals and procedures, pricing policies, operational methods, marketing plans or strategies, financial information, budget information and procedures of PMG ("the Confidential formation").

17.7.2 From and after the commencement of the Term, PIE-IDAHO FALLS shall keep secret and retain in strictest confidence and shall not use for the benefit of itself or others, all or any of the Confidential Information.

17.7.3 Promptly following the termination of this Agreement for any reason, PIE-IDAHO FALLS shall immediately deliver to PMG all Confidential Information in its possession, together with all notes, records, memoranda, correspondence files and other papers, magnetic tapes, software, discs, manuals and other information in any form relating to PMG (including all copies of these materials). PIE-IDAHO FALLS acknowledges that it does not have and cannot acquire any rights to these materials.

ARTICLE 18 DISPUTE RESOLUTION PROCEDURE

18.1 Mediation. In the event that any controversy claim or dispute between the parties arises relating to the terms of this Agreement, or the breach thereof, the parties hereby agree to initially attempt to settle such disputes by a non-binding mediation, before a single neutral mediator (the "Mediator"), administered by J.A.M.S./ENDISPUTE. The Mediator shall be assigned at random by J.A.M.S./ENDISPUTE and shall take place within Los Angeles County.

18.1.1 The mediation shall commence within forty-five (45) calendar days from the date of the receipt of the Mediation Demand sent by the aggrieved party ("Receipt Date"), and shall be concluded no later than sixty (60) calendar days from the Receipt Date. In determining the Receipt Date, the notice provisions of this Agreement shall apply.

18.1.2 The administrative costs of conducting the mediation shall be shared equally between the parties.

18.2 Binding Arbitration. In the event that the parties are unable to resolve any dispute regarding relating to the terms of this Agreement, or the breach thereof, through non binding mediation pursuant to Section 18.1, above, such dispute shall be determined by binding arbitration in accordance with the rules of J.A.M.S./ENDISPUTE. The parties may select any third party arbitrator, including a retired jurist, or other independent party. Any determination of the arbitrator shall be binding on the parties, and may be entered in any court with proper jurisdiction for enforcement thereof. The costs of the arbitrator shall be borne equally by the parties.

ARTICLE 19 MISCELLANEOUS

19.1 Standard of Interpretation. Except as otherwise provided herein, the parties shall perform all actions required herein in a reasonable and timely manner.

19.2 Notices. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally or, if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally, service shall be conclusively deemed made at the time of

such personal service. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail, addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

19.3 Governing Law and Construction. This Agreement shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be construed and limited only to the extent necessary to bring it within the requirements of the law.

19.4 Severability. The provisions of this Agreement are severable, and if any one or more provisions shall be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

19.5 Arm's Length Agreement. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

19.6 Entire Agreement. This Agreement, together with the Charter Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all other written or oral negotiations, understandings or agreements among the parties with respect to the rights and obligations assumed herein and contains all of the covenants and agreements among the parties with respect to such rights and obligations.

19.7 Binding Agreement. The party's rights and obligations under this Agreement are personal and shall not be assignable. Subject to the foregoing, each of the terms and provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns.

19.8 Cumulative Remedies. No remedy conferred by any provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Except as otherwise provided herein, the election of anyone or more remedies by any party, shall not constitute a waiver of the right to pursue other available remedies.

19.9 Modifications. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends or modifies this Agreement, and signed by all of the parties hereto.

19.10 Additional Acts. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts reasonably

Exhibit A

PMG Services

- A. Provide an academic recovery educational program that is specifically designed for drop outs and at risk youth and meets all requirements of the charter agreement between PIE-IDAHO FALLS and IPCSC, (see Article 7),
- B. Implement, as deemed necessary, a leadership development program and youth impact program (“Extra Programs”),
- C. Identify and produce curriculum and instructional materials for the Program and any Extra Program (see cost allocation in section 7.5),
- D. Train PIE-IDAHO FALLS teachers and instructional aides in delivery of the Program to students (see cost allocation in section 9.5),
- E. Provide administrative support staff to assist PIE-IDAHO FALLS,
- F. Provide all human resources services needed by PIE-IDAHO FALLS, including but not limited to advertising for and recruiting teachers and instructional employees, screening prospective new employees, making staffing and employment recommendations to PIE-IDAHO FALLS, planning and conducting team building events for PIE-IDAHO FALLS staff, and coordinating all employee benefits,
- G. Provide computers for the use of each teacher (see cost allocation in section 5.7),
- H. Provide administrative services needed for operation of the school, including program development, facilities management and management of day to day operations,
- I. Obtain waivers as may be necessary for operation of the Charter School’s multi-track calendar,
- J. Provide all accounting services, including all bookkeeping and accounting services,
- K. Arrange for an annual audit of the Charter School to be performed by an auditing firm approved by PIE-IDAHO FALLS, and any other such audits as may be necessary according to the Agreement (see cost allocation in section 6.3),
- L. Provide to PIE-IDAHO FALLS the following reports: monthly report of expenses incurred for reimbursement, monthly ADA or student attendance reports, reports required for the sponsoring IPCSC, budget reports, year to date budget variance reports, quarterly reports on the account balance, quarterly reports on the contribution of excess revenues, and quarterly reports on the use of charter funds. Upon reasonable request, PMG shall provide additional financial data and other data concerning the charter school to PIE-IDAHO FALLS in a format and structure reasonably directed by PIE-IDAHO FALLS

- M. Locate and secure facilities adequate to meet the needs of the Charter School and the Program, lease or otherwise contract with third parties for the use of facilities for school purposes (see cost allocation in section 5.2),
- N. Provide all property management services needed to maintain the Charter School's learning centers and to keep the learning centers in clean and professional order and repair (see cost allocation in section 5.8),
- O. Furnish all learning centers with adequate desks, chairs, books, book cases and other furnishings appropriate to maintain the learning centers' clean and professional appearance and suitable for the conduct of the Charter School (see cost allocation in section 5.8),
- P. Provide computers for students in each learning center with Internet connections and printing capabilities (see cost allocation in section 5.7),
- Q. Arrange or provide IT and other technological support to the Charter School (see cost allocation in section 5.7),
- R. Procure all insurance needed for operation of the Charter School (see cost allocations in Article 16),
- S. Periodically, or as requested by PIE-IDAHO FALLS, arrange for independent assessments as described in the Agreement (see cost allocation in section 6.4).
- T. Provide or arrange for further instructional and operational support, program development, or administrative services as needed, consistent with the methodology established in the Agreement and subject to pricing as agreed to by the parties.

Appendix F8: Code of Ethics & Conflict of Interest Form

Pathways in Education – Idaho Falls, Inc.

Code of Ethics for Board of Directors

As a member of the Board of Directors, I will strive to improve public education and to that end I will:

1. Work diligently to build and maintain a relationship of trust and respect with other Board members, staff, students, parents, and the community.
2. Attend regularly scheduled board meetings insofar as possible and become informed concerning the issues to be considered at those meetings;
3. Recognize that I should endeavor to make policy decisions only after full discussions at publicly held board meetings recognizing that authority to administer policy rests with the charter school;
4. Render all decisions based on the available facts and my independent judgment and refuse to surrender that judgment to individuals or special interest groups;
5. Encourage the free expression of opinions by all board members and seek systematic communications between the board and students, staff, and elements of the community;
6. Be open, fair and honest – no hidden agendas, and respect the right of other board members to have opinions and ideas which differ from mine;
7. Keep abreast of important developments in educational trends, research and practices by individual study and through participation in programs providing such information;
8. Give staff the respect and consideration due skilled, professional employees and support the employment of those best qualified to serve as School staff
9. Refuse to use my board position for personal or family gain or prestige and avoid being placed in a position of conflict of interest;
10. Take no private action that will compromise the board or administration and respect the confidentiality of information that is privileged under applicable law;
11. Remember always that my first and greatest concern must be the educational welfare of the students attending the public schools.

Signature: _____ Date: _____

Pathways in Education – Idaho Falls, Inc.
Conflict of Interest and Standards of Conduct Policy Disclosure of
Financial Interest

Whereas, Pathways in Education – Idaho Falls, Inc. ("Company") by its governing board desires to adopt a Conflict of Interest Policy ("Conflict of Interest Policy"), to ensure the independence of its board members and officers, the disclosure of any interests, financial or otherwise, that could impair an officer's or governing board member's independence, and to ensure the disclosure of any material conflicts;

Therefore, be it resolved that the following Conflict of Interest Policy is hereby adopted as the policy of the Company:

1. Designated Positions

Each person who is a member of the governing board ("Board Member") or who serves in the capacity of president, vice president, treasurer or secretary ("Officer") of the Company shall be subject to this policy.

2. Interested Person

Any person described in section 1 who has an actual and/or potential conflict of interest pursuant to section 3, is an Interested Person ("Interested Person"), for the purposes of this policy.

3. Conflict of Interest Defined

All Officers and Board Members are required to avoid any conflict of interest, including a financial interest as defined by Idaho law, during his or her tenure or position with the Company. Any interest or involvement that conflicts with such person's duties or responsibilities or which could actually or apparently affect the person's independent judgment in matters affecting the Company shall be considered a conflict of interest. This includes any direct or indirect business, family relationship, management or financial interest or activity, whether or not for compensation, in any business or entity that is a competitor, supplier or vendor of the Company or has any business dealings with the Company whatsoever.

Idaho Code Section 33-5204 specifically requires that all charter schools and charter school boards of directors must comply with the following specific statutes:

- (a) Sections 18-135 I through 18-1362 governing bribery and corrupt influence, except as provided by Idaho Code 33-5204(A)(2). These sections prohibit using your office for gain. You cannot receive a financial benefit for a decision. vote. or recommendation. You are also prohibited from receiving gifts that exceed

\$50.00 in value from those who might benefit from decisions you make. Idaho generally allows non-compensated public officials to contract with their entities; however, this exemption does not extend to charter school boards. Board members are specifically prohibited from having an interest in contracts with the school;

- (b) Chapter 5, Title 74, Idaho Code, on prohibitions against contracts with officers. This statute prohibits board members from having any interest in any contract or any purchase/sale relationship entered into by the school; and
- (c) Chapter 4, Title 74, Idaho Code on ethics in government, which prohibits public officers, or their household, from receiving a financial benefit or economic gain from any action, decision or recommendation.

4. Statement of Policy

Officers and Board Members are expected to conduct their personal affairs in a manner that does not affect the Company's integrity, reputation, or credibility. Off-duty conduct that affects the Company's legitimate business interests or an Officer and/or Board Member's ability to perform his or her work will not be tolerated.

5. Duty to Disclose

In connection with any actual or potential conflict of interest, an Interested Person shall disclose the existence of his or her financial interest, or any other interest that could be reasonably perceived as having the potential to compromise the Interested Person's independence. The Interested Person will be given the opportunity to disclose all material facts to the governing board of the Company or to any board committee ("Board Committee") to which the board may have delegated power to consider the proposed transaction or arrangements. Absent good cause, as determined by the governing board or Board Committee, the Interested Person shall be excluded from participating in any Company or governing board business related to the actual or apparent conflict.

6. Distribution of Policy

A copy of this policy shall be distributed to each person who holds any of the positions identified in section I. Each such person shall execute a copy of this policy thereby acknowledging receipt, review, and understanding of the policy and by which such person agrees to be bound.

7. Acknowledgment of Independence

By executing this policy each person who holds any of the positions identified in section I further acknowledges that it is his/her legal duty to fulfill his/her position

independently and free from the influence of any other person or entity.

The undersigned hereby certifies that he or she has received a copy of the Conflict of Interest Policy, has read and understood it, and agrees to abide by its terms.

Date: _____

Print: _____

Signature: _____

Exhibit B

CONFIDENTIALITY APPENDIX

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREFORE, Pathways Management Group, Inc. (hereinafter referred to as “PMG” and Pathways in Education-Idaho Falls, Inc. (hereinafter referred to as “School”) do execute this appendix (“Appendix”) subject to the terms and conditions specified herein.

1. Services Provided

This Appendix is being executed contemporaneously with a Management Services Agreement dated _____ by and between PMG and School to provide management and other services related to charter schools.

2. Privacy Compliance

This Appendix is entered into by PMG and School in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and RS 17:3914. PMG and School hereby acknowledges that all document or other material in which student information is contained or which is derived from a student’s education records are deemed confidential pursuant to FERPA and RS 17:3914 and will not be disclosed by PMG and School to any third party.

3. Access to Information and Computer Systems/Information Storage, Retention, and Disposition Policies

PMG and School shall each maintain the data, whether in hard copy or electronic form, in an area that has limited access and may only be accessed by authorized personnel. PMG and School shall not permit removal of the data from the limited access area. PMG and School will ensure that access to the data maintained on computer files or databases is controlled by password protection. PMG and School shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. PMG and School shall maintain all physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use.

4. Audits

PMG shall permit School or its authorized representatives to carry out security or audit checks pertaining to security and usage of student data. PMG shall cooperate with School. School may request at any time an audit of student data that is in the possession of PMG. School or its authorized representative shall have access at all reasonable times on working days during working hours at business premises to employees, together with records, books and correspondence and other papers and documentation or media of every kind and employees pertaining to this Appendix that are necessary to carry out such security and audit checks. School or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents.

5. Security Breach

As used in this Appendix, "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student information or the physical, technical, administrative or organizational safeguards put in place by School and PMG that relate to the protection of the security, confidentiality or integrity of student data, or receipt of a verifiable complaint in relation to the privacy practices of School and PMG or a breach of this Appendix relating to such privacy practices.

School and PMG shall take reasonable steps and best efforts, in accordance with industry standards and applicable laws, to prevent security breaches. School and PMG shall also take reasonable steps, in accordance with industry standards and applicable laws, to immediately remedy any security breach and prevent any further security breach, each at its own expense in accordance with standard practices and applicable law.

School shall provide PMG with the name and contact information for an employee who shall serve as the primary security contact and shall be available to assist as a contact in resolving issues and fulfilling obligations associated with a security breach, as well as the name and contact information of an employee to serve this role when the primary contact cannot be available; PMG shall immediately notify School in writing of a security breach after PMG becomes aware of it; and

Immediately following the notification of a security breach, School and PMG shall coordinate with each other to investigate the security breach. School and PMG agree to cooperate in handling of the matter, including: (i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected; (iii) facilitating interviews with employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise required and (v) providing any notices to persons or organizations affected by the security breach as required by law.

School and PMG shall ensure that all procedures implemented to address a Security Breach

shall be in compliance with all applicable state and federal laws.

6. Disposal of Information

PMG agrees that at the termination of this Appendix and the Management Services Agreement, it must return all data to School in a usable electronic form, and erase, destroy, and render unreadable all School data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 (thirty) days of the termination of this Appendix or the Management Services Agreement or within 7 (seven) days at the request of School, whichever shall come first.

7. Survival

PMG's obligation under Clauses 2, 3, 4, 5, and 6 shall survive expiration and/or termination of this Appendix and the Management Services Agreement.

Appendix F9: District Notification Letters



July 30, 2019

Mr. George Boland
Superintendent
Idaho Falls School District #91
690 John Adams Pkwy
Idaho Falls, ID 83401

Dear Mr. Boland,

On behalf of the Pathways In Education-Idaho Falls Board of Directors, we are providing this letter and New School Petition to satisfy the notice and comment requirements of Idaho Code 33-5203(b). You are receiving this notice because the primary attendance area of the proposed school overlaps the entirety of your school district.

Per the provided New School Petition, Pathways In Education-Idaho Falls requests that Idaho Falls School District #91 authorize the new school. Pathways In Education-Idaho Falls proposes establishing a 9th-12th high school physically located within the boundaries of the Idaho Falls School District. That said, the secondary attendance area of the proposed school would extend into all or portions of four different school districts: Idaho Falls, Bonneville Joint, Shelley Joint, & Jefferson Joint. The new school would open in September 2020 with the capacity to serve 300 high school students. This approach would allow Pathways In Education to bring the school choice we offer to multiple communities via a single school campus (including many rural communities in Eastern Idaho).

If you would like more information regarding the New School Petition, including if you would like a representative from Pathways In Education to attend the August 14th District #91 board meeting to share information, please contact me at lisaschwartz@pathwaysedu.org.

If your district does not intend to request information or otherwise further discuss the Petition with Pathways In Education-Idaho Falls, we respectfully request that you respond accordingly via email. If District #91 declines to authorize, we intend to request that the Idaho Public Charter School Commission (PCSC) authorize the new school.

Thank you for your consideration. We look forward to hearing from you.

Lisa Schwartz, Cluster Director

Pathways In Education



July 30, 2019

Dr. Scott Woolstenhulme
Superintendent
Bonneville Joint School District #93
3497 N. Ammon Road
Idaho Falls, ID 83401

Dear Dr. Woolstenhulme,

On behalf of the Pathways In Education-Idaho Falls Board of Directors, we are providing this letter and New School Petition to satisfy the notice and comment requirements of Idaho Code 33-5203(b). You are receiving this notice because the secondary attendance area of the proposed school overlaps all or a portion of your school district.

Pathways In Education-Idaho Falls proposed establishing a 9th-12th high school physically located within the boundaries of the Idaho Falls School District #91. That said, the secondary attendance area of the proposed school would extend into all or portions of four different school districts: Idaho Falls, Bonneville Joint, Shelley Joint, & Jefferson Joint. The new school would open in September 2020 with the capacity to serve 300 high school students. This approach would allow Pathways In Education to bring the school choice we offer to multiple communities via a single school campus (including many rural communities in Eastern Idaho).

If you would like more information regarding the New School Petition, please contact me at lisaschwartz@pathwaysedu.org.

Thank you for your consideration.

A handwritten signature in black ink that reads "Lisa Schwartz".

Lisa Schwartz, Cluster Director-ID

Pathways In Education



July 30, 2019

Dr. Bryan Jolley
Superintendent
Shelley Joint School District #60
545 Seminary Ave.
Shelley, ID 83247

Dear Dr. Jolley,

On behalf of the Pathways In Education-Idaho Falls Board of Directors, we are providing this letter and New School Petition to satisfy the notice and comment requirements of Idaho Code 33-5203(b). You are receiving this notice because the secondary attendance area of the proposed school overlaps all or a portion of your school district.

Pathways In Education-Idaho Falls proposed establishing a 9th-12th high school physically located within the boundaries of the Idaho Falls School District #91. That said, the secondary attendance area of the proposed school would extend into all or portions of four different school districts: Idaho Falls, Bonneville Joint, Shelley Joint, & Jefferson Joint. The new school would open in September 2020 with the capacity to serve 300 high school students. This approach would allow Pathways In Education to bring the school choice we offer to multiple communities via a single school campus (including many rural communities in Eastern Idaho).

If you would like more information regarding the New School Petition, please contact me at lisaschwartz@pathwaysedu.org.

Thank you for your consideration.

A handwritten signature in black ink that reads 'Lisa Schwartz'.

Lisa Schwartz, Cluster Director-ID

Pathways In Education



July 30, 2019

Mr. Chad Martin
Superintendent
Jefferson Joint School District #251
3850 E. 300 N.
Rigby, ID 83442

Dear Mr. Martin,

On behalf of the Pathways In Education-Idaho Falls Board of Directors, we are providing this letter and New School Petition to satisfy the notice and comment requirements of Idaho Code 33-5203(b). You are receiving this notice because the secondary attendance area of the proposed school overlaps all or a portion of your school district.

Pathways In Education-Idaho Falls proposed establishing a 9th-12th high school physically located within the boundaries of the Idaho Falls School District #91. That said, the secondary attendance area of the proposed school would extend into all or portions of four different school districts: Idaho Falls, Bonneville Joint, Shelley Joint, & Jefferson Joint. The new school would open in September 2020 with the capacity to serve 300 high school students. This approach would allow Pathways In Education to bring the school choice we offer to multiple communities via a single school campus (including many rural communities in Eastern Idaho).

If you would like more information regarding the New School Petition, please contact me at lisaschwartz@pathwaysedu.org.

Thank you for your consideration.

A handwritten signature in black ink that reads 'Lisa Schwartz'.

Lisa Schwartz, Cluster Director-ID

Pathways In Education



Email through Jefferson Joint Portal:

Dear Superintendent Martin,

On behalf of the Pathways In Education-Idaho Falls Board of Directors, we are providing this letter to satisfy the notice and comment requirements of Idaho Code 33-5203(b). You are receiving this notice because the secondary attendance area of the proposed school overlaps all or a portion of your school district.

Pathways In Education-Idaho Falls proposed establishing a 9th-12th high school physically located within the boundaries of the Idaho Falls School District #91. That said, the secondary attendance area of the proposed school would extend into all or portions of four different school districts: Idaho Falls, Bonneville Joint, Shelley Joint, & Jefferson Joint. The new school would open in September 2020 with the capacity to serve 300 high school students. This approach would allow Pathways In Education to bring the school choice we offer to multiple communities via a single school campus (including many rural communities in Eastern Idaho).

Please provide an email address, so that we can send you a copy of the New School Petition for your review. If you have any other questions, please contact me at lisaschwartz@pathwaysedu.org.

Thank you for your consideration.

Lisa Schwartz, Cluster Director-ID

Pathways In Education

Appendix F10: Letters of Support



July 26, 2019

George Boland, Superintendent
Idaho Falls School District 91
690 John Adams Parkway
Idaho Falls, Idaho 83401

RE: Letter of Support for Pathways in Education

Dear Superintendent Boland,

This letter is in support of Pathways in Education to seek authorization as a public charter school from Idaho Falls School District 91. I worked closely with the Nampa School District in 2015 to bring Pathways to Nampa. Pathways in Education is a national network of non-profit public schools and learning programs that partner with local school districts to re-engage at-risk youth.

Pathways in Education typically serves students who are severely credit deficient with little or no chance to complete high school in the traditional high school setting. Typically, these students are students who have given up and are likely not enrolled in their boundary high school. By allowing Pathways in Education to enroll students who are severely credit deficient, these students do not affect district 91 on-time graduation rate negatively and they get the help academically and social and emotionally they need to succeed in high school and beyond.

Currently, the Nampa School District authorizes Pathways in Education Nampa and has seen success in doing so. By authorizing Pathways in Education, they have essential oversight over priority of who they serve, metrics to show if the school was being effective, and the authority to govern if Pathways In Education were not meeting their Performance Certificate requirements.

There have been many success stories with students who had no hope both academically and emotionally who Pathways in Education has served who now have hope and a plan to go-on after high school. These successes were students within the Nampa School District boundary who would have otherwise dropped out and would have negatively affected Nampa's On-Time Graduation rate as well as continue to have no hope.

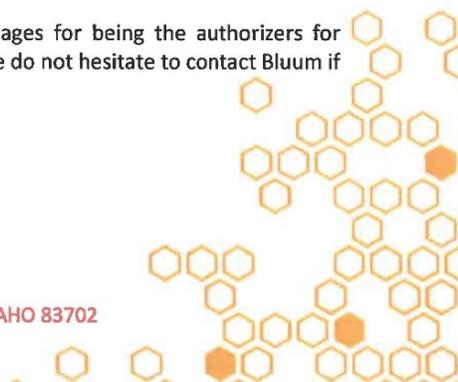
I encourage Idaho Falls School District 91 to consider the advantages for being the authorizers for Pathways in Education as a public charter for your community. Please do not hesitate to contact Bluum if you have questions regarding district authorizers.

Sincerely,



Terry Ryan, CEO

1010 W JEFFERSON ST, SUITE 201 BOISE, IDAHO 83702
BLUUM.ORG





buildinghope

August 28, 2019

Ms. Tamara Baysinger
Director
IDAHO CHARTER SCHOOL COMMISSION
304 North 8th Street, Suite 242
Boise, ID 83702

RE: Pathways in Education-Idaho Falls

Dear Director Baysinger:

I am writing in full support of Pathways in Education's application to operate a public charter school in Idaho Falls.

In our initial conversations with the Pathway's staff to date, we have already begun to build a strong relationship and gain insight into their program so that we can create and deliver an affordable facility solution that best supports their program and the unique student population that they will serve.

We have previous experience in supporting schools with at-risk students that have not been successful in the traditional school system. Most recently, we provided a turn-key facility solution for OnTECH Charter High School in Syracuse, New York. We also have experience in the Idaho Falls real estate market with the facility solution that we provided for Alturas and the work we continue to do with them to support their vision to create a high school.

We will leverage our over 15 years' experience in creating custom facility solutions for charter schools across the country and within that last five years in Idaho. We will also leverage our relationship with Bluum and the loan fund that we manage that is funded by the J.A. & Kathryn Albertsons Foundation to make sure that Pathways has the resources they need to be successful. As you know, we are all focused on the creation and expansion of high-quality public charter schools in the State of Idaho.

As soon as Pathways in Education is granted a charter, we will immediately begin to develop a facility solution to ensure that they are up and running for the 2020/21 school year. Please let us know if you have any questions in this regard or if you need any additional information. Thank you in advance for your support of Pathways in Education, they are doing great things and we are committed to supporting their expansion to Idaho Falls.

Sincerely,

Thomas Porter
Vice President

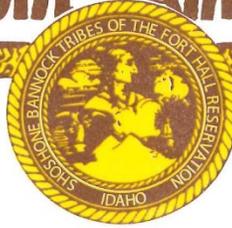
The SHOSHONE-BANNOCK TRIBES

FORT HALL INDIAN RESERVATION

PHONE: 208.478.3979

TOLL FREE: 1.888.297.1378

FAX: 208.478.3852



477 HUMAN SERVICES DEPARTMENT

P.O. BOX 306

FORT HALL, IDAHO 83203

October 29, 2019

Ms. Tamara Baysinger
Director
Idaho Charter School Commission
304 North 8th Street, Suite 242
Boise, ID 83702

Dear Ms. Baysinger,

I am honored to write a letter of support for the Pathways In Education Charter School in Idaho Falls on behalf of the Shoshone-Bannock Tribes 477 Human Services Department. Our department was created to address and identify educational and employment issues affecting local American Indian youth, adults, and families. We are prepared to assist the Pathways Indian Education Charter School with enrolling underserved Native American students and other collaborating opportunities. We can sponsor special presenters from our tribes to provide students, staff and faculty in cultural diversity trainings.

My staff and I look forward to collaborating with Pathways In Education Charter School. If you need anything else, please contact me at 208-478-3737 or by email at lpahvitse@sbtribes.com.

Sincerely,

Lori Pahvitse
Shoshone-Bannock Tribes
477 Human Services Director

Appendix F11: Standards for Effective Principals

Idaho Standards for Effective Principals

Domain 1--School Climate

An educational leader promotes the success of all students by advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development. An educational leader articulates and promotes high expectations for teaching and learning while responding to diverse community interest and needs.

- a. **School Culture**— Principal establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow's careers and life endeavors.
- b. **Communication**— Principal is proactive in communicating the vision and goals of the school or district, the plans for the future, and the successes and challenges to all stakeholders.
- c. **Advocacy**— Principal advocates for education, the district and school, teachers, parents, and students that engenders school support and involvement.

Domain 2--Collaborative Leadership

An educational leader promotes the success of all students by ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment. In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. He or she uses research and/or best practices in improving the education program.

- a. **Shared Leadership**— Principal fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth.
- b. **Priority Management**— Principal organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities.
- c. **Transparency**— Principal seeks input from stakeholders and takes all perspectives into consideration when making decisions.
- d. **Leadership Renewal**— Principal strives to continuously improve leadership skills through, professional development, self-reflection, and utilization of input from others.
- e. **Accountability**— Principal establishes high standards for professional, legal, ethical, and fiscal accountability self and others.

Domain 3--Instructional Leadership

An educational leader promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. He or she provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program.

- a. **Innovation**— Principal seeks and implements innovative and effective solutions that comply with general and special education law.
- b. **Instructional Vision**— Principal insures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn the subject.
- c. **High Expectations**— Principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being.
- d. **Continuous Improvement of Instruction**— Principal has proof of proficiency in assessing teacher performance based upon the Danielson Framework for Teaching. Aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision.
- e. **Evaluation**— Principal uses teacher evaluation and other formative feedback mechanisms to continuously improve teacher effectiveness.
- f. **Recruitment and Retention**— Principal recruits and maintains a high quality staff.

Appendix F12: PIE-Nampa Continuous Improvement Plan

COMBINED DISTRICT PLAN (2019-2020)

Continuous Improvement Plan • College and Career Advising Plan • Literacy Intervention Plan

Pathways In Education Nampa

School District	#497	Name: Pathways In Education Nampa	
Superintendent	Name: Jessica Ray		Phone: (626) 204-2573
	E-mail: jray@pathwaysedu.org		
Plan Contact	Name: Susan Lux		Phone: (208) 505-4800
	E-mail: susanlux@pathwaysedu.org		

Mission and Vision - REQUIRED

Mission: Pathways In Education Schools are exemplary models of a successful blended learning program. Our staff empowers, inspires, and connects with our students to help them achieve their goals, positively change their lives, and make their dreams a reality. Our schools are supportive environments where all stakeholders are successful.

Vision: We create a safe, welcoming, and respectful environment where students are valued, accepted, and challenged. We believe every student can graduate high school and be prepared for post-secondary education and or the workforce.

Community Involvement - REQUIRED

Community Involvement in the development of the Combined District Plan (or CIP and Literacy Plan)

Pathways In Education developed the goals within this Continuous Improvement Plan with input from all stakeholders, including students, parents, staff, administration, and chartering district through surveys, discussion, and current data. After our first two years of operation, we have been able to identify our areas of strength and growth to drive our focus and efforts towards improving student outcomes and achievement.

Parent Notification of College and Career Advising and Mentoring Services

All parents are notified of college and career advising services during required orientation upon enrollment, through newsletters, and during parent information nights.

Parental Involvement in Students' Individual Reading Plans

N/A Grades served 9-12

COMBINED DISTRICT PLAN (2019-2020)

Continuous Improvement Plan • College and Career Advising Plan • Literacy Intervention Plan

Pathways In Education Nampa

LITERACY INTERVENTION PROGRAM
Literacy Program Summary - REQUIRED

N/A- Grades served 9-12

Comprehensive Literacy Plan Alignment - REQUIRED

N/A- Grades served 9-12

COLLEGE AND CAREER ADVISING AND MENTORING PROGRAM
College and Career Advising Model - REQUIRED

	Model Name	Additional Details
	School Counselor	x
	Teacher or paraprofessional as advisor	
	Near Peer Mentoring / Mentoring	
	Virtual or Remote Coaching	
	GEAR UP	
	Transition Coordinator	
	Student Ambassadors	
	HYBRID (please list all models used in Details)	

Advising Program Summary - REQUIRED

Pathways In Education Nampa employs a full time post-secondary services counselor, PSSC. The PSSC reviews learning plans for all students in grade 12. Our school utilizes the following programs to assist students with post-secondary plans: EdReady SAT Prep, Career Fair, Senior Project Class - guest speakers, military recruiters, CTE, CIS Next Steps Idaho, College Tours, FAFSA workshops, common app, parent information meetings, and one on one meetings.

The PSSC attended and participates in the following trainings: Advanced Opportunities Training, Shift Training - CTE, Sun Valley Conference, Boise Education Association Community Engagement Conference, Gear UP, CIS Road Show

Parents are notified of these services at mandatory orientation upon enrollment, through newsletters, and parent information nights.

COMBINED DISTRICT PLAN (2019-2020)

METRICS AND DEMOGRAPHICS - PART 2

District # 497	District Name: Pathways In Education Nampa
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METRICS

Section I: Continuous Improvement Measures (Benchmarks for all metrics Section I Metrics are required)

LINK to District Report Card with previous year's data for the Section I Metrics:	https://idahoschools.org/schools/1398/profile
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Goal	Performance Metric	2019-20 Benchmarks (LEA Chosen 2019-2020 Performance Targets)
Credit Recovery/ Credit Attainment	Students will be earning at least one credit each month and working at graduation pace.	55%
Credit Recovery/ Credit Attainment	Students will be attending a small group instruction class for additional support in math, English, and science. Internal senior cohort, identified in month one of school year, will graduate by July of that year.	30%
Skills Growth	Participation in School Wide Renaissance Star Testing in Reading and Math. Students will attain and growth percentile of 45 point or higher as measured between test administrations.	95%
Student Re-engagement	Sustain student activities group participation	55%
	All Staff to champion a student engagement opportunity	20%
	Full participation on all experiential trips	100%
	100% of seniors to meet with Post Secondary Service Counselor.	100%

NOTES:

COMBINED DISTRICT PLAN (2019-2020)

METRICS AND DEMOGRAPHICS - PART 2

Section II: Additional Continuous Improvement Measures (blue-shaded metrics are required; unshaded are optional)

Goal	Performance Metric	SY 2017-18 (Yr 1)		SY 2018-19 (Yr 2)		Improvement / Change (Yr 2 - Yr 1)	2019-20 Benchmarks (LEA Chosen 2019-2020 Performance Targets)
		# benchmark	# tested	# benchmark	# tested		
	# of students who met the college ready benchmark on the college entrance exam (SAT/ACT)	3	28	5	64		10% annual improvement
	% students who met the college ready benchmark on the college entrance exam (SAT/ACT)	11%		8%		-3 percentage points	10% annual improvement
All students will be college and career ready	% students participating in one or more advanced opportunities	3.00%		9.00%		6.0%	10% annual improvement
	% CTE track HS students graduating with an industry-recognized certification	0.00%		3.00%		3.0%	10% annual improvement
	% CTE track HS students who passed the CTE-recognized workplace readiness exam	0.00%		3.00%		3.0%	10% annual improvement
NOTES:							

COMBINED DISTRICT PLAN (2019-2020)

METRICS AND DEMOGRAPHICS - PART 2

District # 497	District Name: Pathways In Education Nampa
----------------	--

METRICS

Section I: Continuous Improvement Measures (Benchmarks for all metrics Section I Metrics are required)

LINK to District Report Card with previous year's data for the Section I Metrics:		https://idahoschools.org/schools/1398/profile
Goal	Performance Metric	2019-20 Benchmarks (LEA Chosen 2019-2020 Performance Targets)
Credit Recovery/ Credit Attainment	Students will be earning at least one credit each month and working at graduation pace.	55%
Credit Recovery/ Credit Attainment	Students will be attending a small group instruction class for additional support in math, English, and science.	30%
Skills Growth	Internal senior cohort, identified in month one of school year, will graduate by July of that year.	75%
Student Re-engagement	Participation in School Wide Renaissance Star Testing in Reading and Math.	95%
	Students will attain and growth percentile of 45 point or higher as measured between test administrations.	55%
	Sustain student activities group participation	20%
	All Staff to champion a student engagement opportunity	100%
	Full participation on all experiential trips	100%
	100% of seniors to meet with Post Secondary Service Counselor.	100%
NOTES:		

COMBINED DISTRICT PLAN (2019-2020)

METRICS AND DEMOGRAPHICS - PART 2

Section II: Additional Continuous Improvement Measures (blue-shaded metrics are required; unshaded are optional)

Goal	Performance Metric	SY 2017-18 (Yr 1)		SY 2018-19 (Yr 2)		Improvement / Change (Yr 2 - Yr 1)	2019-20 Benchmarks (LEA Chosen 2019-2020 Performance Targets)
		# benchmark	# tested	# benchmark	# tested		
All students will be college and career ready	# of students who met the college ready benchmark on the college entrance exam (SAT/ACT)	3	28	5	64		10% annual improvement
	% students who met the college ready benchmark on the college entrance exam (SAT/ACT)	11%		8%		-3 percentage points	10% annual improvement
	% students participating in one or more advanced opportunities	3.00%		9.00%		6.0%	10% annual improvement
	% CTE track HS students graduating with an industry-recognized certification	0.00%		3.00%		3.0%	10% annual improvement
	% CTE track HS students who passed the CTE-recognized workplace readiness exam	0.00%		100.00%		100.0%	10% annual improvement
NOTES:							

COMBINED DISTRICT PLAN (2019-2020)

METRICS AND DEMOGRAPHICS - PART 2

Section III: Required College and Career Advising Performance Metrics (all Section III Metrics are required)

Goal	Performance Metric	SY 2017-18 (Yr 1)		SY 2018-19 (Yr 2)		2019-20 Benchmarks (LEA Chosen 2019-2020 Performance Targets)	
		# Enrolled	# 2017 cohort	# Enrolled	# 2018 cohort		
All students will be college and career ready	# of HS students graduating with an associate's degree or a CTE certificate	0		1		10% annual improvement	
	% of students with learning plan created and reviewed in 8th grade		N/A		N/A	Not Required	
	% of learning plans reviewed annual by grade level	8th grade		100.00%		100.00%	100%
		9th grade		100.00%		100.00%	100%
		10th grade		100.00%		100.00%	100%
		11th grade		100.00%		100.00%	100%
	12th grade		100.00%		100.00%	100%	
	# students who Go On to some form of postsecondary education within 1 year of HS graduation	N/A	N/A	0	3		
	% students who Go On to some form of postsecondary education within 1 year of HS graduation		N/A		0.00%	50%	
	# students who Go On to some form of postsecondary education within 2 years of HS graduation		N/A		N/A	Not Required	
	% students who Go On to some form of postsecondary education within 2 years of HS graduation		N/A		N/A	50%	

NOTES:

COMBINED DISTRICT PLAN (2019-2020)

METRICS AND DEMOGRAPHICS - PART 2

Section IV: College and Career Advising - LEA Chosen Performance Metrics (at least 1 required)

Performance Metric	SY 2018-19 Results	2019-20 Benchmarks (LEA Chosen 2019-2020 Performance Targets)
% of students who complete the FAFSA	80%	80%
% of students who applied to one or more post secondary institution	76%	80%
A minimum of 3 college tours offered	3	3
NOTES:		

Section V: Literacy Intervention - LEA Chosen Performance Metrics (at least 1 required)

Performance Metric	SY 2018-19 Results	2019-20 Benchmarks (LEA Chosen 2019-2020 Performance Targets)
N/A Grades served 9-12		
NOTES:		

**Appendix F13: Audited Financial Statements for Other
Pathways In Education Schools**

PATHWAYS IN EDUCATION – NAMPA, INC.

AUDITED FINANCIAL STATEMENTS

Year Ended June 30, 2018

PATHWAYS IN EDUCATION – NAMPA, INC.
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FINANCIAL SECTION

Audits
Taxes
Special Services



11501 Highway 95
Payette, Idaho 83661
www.qcpas.com
info@qcpas.com
P: 208-642-1417
F: 208-642-1582

Independent Auditor's Report

Board of Directors
Pathways in Education - Nampa, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Pathways in Education - Nampa, Inc. (the School) as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Basis for Qualified Opinion on Governmental Activities

Management believes the costs of implementing GASB 75 (having actuarial calculations performed for other post-employment benefits) cannot be justified at this time. Accounting principles generally accepted in the United States of America require that a liability and related expense be recorded for other post-employment benefits, which would decrease net position, increase liabilities, and increase expenses in the governmental activities. The amount by which this departure would affect net position, liabilities, and expenses in the governmental activities has not been determined.

Qualified Opinion

In our opinion, except for the effects of the matter described in the “Basis for Qualified Opinion on Governmental Activities” paragraph, the financial statements referred to previously present fairly, in all material respects, the financial position of the governmental activities of the School, as of June 30, 2018, and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund and the aggregate remaining fund information of the School as of June 30, 2018, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedules and schedule of employer contributions listed as required supplementary information in the table of contents be presented to supplement the basic financial statements. Such information, although not required to be a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the

information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has not included the management's discussion and analysis information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. Our opinion on the basic financial statements is not affected by not including this information.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the School's basic financial statements. The accompanying combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 18, 2018, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.

Quest CPAs PLLC

Payette, Idaho
October 18, 2018

BASIC FINANCIAL STATEMENTS

PATHWAYS IN EDUCATION – NAMPA, INC.
Statement of Net Position
June 30, 2018

	Governmental Activities
Assets	
Current Assets	
Cash	\$31,535
Receivables:	
Local Sources	117,830
State Sources	483,483
Prepaid Expenses	21,645
Security Deposits	4,265
Total Current Assets	658,758
Noncurrent Assets	
Depreciable Net Capital Assets	510,659
Total Noncurrent Assets	510,659
Total Assets	1,169,417
 Deferred Outflows of Resources	
Pension Sources	47,884
Total Deferred Outflows of Resources	47,884
Total Assets and Deferred Outflows of Resources	\$1,217,301
 Liabilities	
Current Liabilities	
Accounts Payable - See Note H	\$236,537
Salaries & Benefits Payable	59,184
Accrued Interest Payable	14,461
Long-Term Debt & Obligations, Current	11,407
Total Current Liabilities	321,589
Noncurrent Liabilities	
Long-Term Debt & Obligations, Noncurrent	700,000
Total Noncurrent Liabilities	700,000
Total Liabilities	1,021,589
 Net Position	
Net Investment in Capital Assets	(203,802)
Restricted:	
Special Programs	0
Unrestricted	399,514
Total Net Position	195,712
Total Liabilities and Net Position	\$1,217,301

See Accompanying Notes

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PATHWAYS IN EDUCATION – NAMPA, INC.
Statement of Activities
Year Ended June 30, 2018

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Capital Grants And Contributions</u>	<u>Net (Expense) Revenue And Changes in Net Position</u>
		<u>Charges For Services</u>	<u>Operating Grants And Contributions</u>		<u>Governmental Activities</u>
Governmental Activities					
Instructional Programs					
Secondary School	\$1,422,132		\$543,261		(\$878,871)
Non-Instructional Programs					
Capital Assets - Student Occupied	119,474		301,880		182,406
Debt Service - Interest	13,143				(13,143)
Total	<u>\$1,554,749</u>	<u>\$0</u>	<u>\$845,141</u>	<u>\$0</u>	<u>(709,608)</u>
General Revenues					
Local Revenue					1,320
State Revenue					<u>1,006,465</u>
Total					<u>1,007,785</u>
Change in Net Position					298,177
Net Position - Beginning					<u>(102,465)</u>
Net Position - Ending					<u>\$195,712</u>

See Accompanying Notes

PATHWAYS IN EDUCATION – NAMPA, INC.
 Balance Sheet - Governmental Funds
 June 30, 2018

Page 1 of 2

	General Fund	Albertsons Fund	Other Governmental Funds	Total Governmental Funds
Assets				
Cash	\$31,535		\$0	\$31,535
Receivables:				
Local Sources	117,830		0	117,830
State Sources	483,483		0	483,483
Prepaid Expenditures	21,645		0	21,645
Security Deposits	4,265		0	4,265
Total Assets	<u>\$658,758</u>	<u>\$0</u>	<u>\$0</u>	<u>\$658,758</u>
Liabilities				
Accounts Payable - See Note H	\$236,537		\$0	\$236,537
Salaries & Benefits Payable	59,184		0	59,184
Total Liabilities	<u>295,721</u>	<u>\$0</u>	<u>0</u>	<u>295,721</u>
Fund Balances				
Restricted:				
Special Programs			0	0
Nonspendable	21,645		0	21,645
Unassigned	341,392		0	341,392
Total Fund Balances	<u>363,037</u>	<u>0</u>	<u>0</u>	<u>363,037</u>
Total Liabilities and Fund Balances	<u>\$658,758</u>	<u>\$0</u>	<u>\$0</u>	<u>\$658,758</u>

See Accompanying Notes

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PATHWAYS IN EDUCATION – NAMPA, INC.
Balance Sheet - Governmental Funds
June 30, 2018

Page 2 of 2

**Reconciliation of Total Governmental Fund Balances to Net
Position of Governmental Activities**

Total Governmental Fund Balances \$363,037

Amounts reported for governmental activities in the statement of net
position are different because:

Capital assets used in governmental activities are not financial
resources and therefore are not reported in the funds. 510,659

Certain liabilities are not due and payable in the current period
and therefore are not reported in the funds. (725,868)

Pension source deferred outflow of resources do not provide or
require current financial resources and therefore are not reflected
in the funds. 47,884

Net Position of Governmental Activities \$195,712

See Accompanying Notes

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PATHWAYS IN EDUCATION – NAMPA, INC.
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Governmental Funds
Year Ended June 30, 2018

Page 1 of 2

	General Fund	Albertsons Fund	Other Governmental Funds	Total Governmental Funds
Revenues				
Local Revenue	\$118,819	\$700,000	\$0	\$818,819
State Revenue	1,006,465		27,642	1,034,107
Total Revenues	<u>1,125,284</u>	<u>700,000</u>	<u>27,642</u>	<u>1,852,926</u>
Expenditures				
Instructional Programs				
Secondary School	1,031,528	398,120	27,642	1,457,290
Non-Instructional Programs				
Capital Assets - Student Occupied	7,442	301,880	0	309,322
Debt Service - Interest			0	0
Total Expenditures	<u>1,038,970</u>	<u>700,000</u>	<u>27,642</u>	<u>1,766,612</u>
Excess (Deficiency) of Revenues Over Expenditures	86,314	0	0	86,314
Other Financing Sources (Uses)				
Proceeds from Debt Issuance	500,000		0	500,000
Transfers In			0	0
Transfers Out			0	0
Total Other Financing Sources (Uses)	<u>500,000</u>	<u>0</u>	<u>0</u>	<u>500,000</u>
Net Change in Fund Balances	586,314	0	0	586,314
Fund Balances - Beginning	<u>(223,277)</u>	<u>0</u>	<u>0</u>	<u>(223,277)</u>
Fund Balances - Ending	<u>\$363,037</u>	<u>\$0</u>	<u>\$0</u>	<u>\$363,037</u>

See Accompanying Notes

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PATHWAYS IN EDUCATION – NAMPA, INC.
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Governmental Funds
Year Ended June 30, 2018

**Reconciliation of the Statement of Revenues, Expenditures, and
Changes in Fund Balances - Governmental Funds to the
Statement of Activities**

Net Change in Fund Balances - Total Governmental Funds \$586,314

Amounts reported for governmental activities in the statement of activities are different because:

Government funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the excess of capital outlays over (under) depreciation expense in the current period. 189,848

Proceeds of debt issuance is a financing source in the governmental funds, but increases long-term debt on the statement of net position. (500,000)

In the statement of activities, compensated absences are accrued when earned, but the expenditure is reported when due in the governmental funds. (11,407)

In the statement of activities, interest is accrued on long-term debt, but the expenditure is reported when due in the governmental funds. (14,462)

Pension source deferred outflow of resources do not provide or require current financial resources and therefore are not reflected in the funds. 47,884

Change in Net Position of Governmental Activities \$298,177

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity – Pathways in Education - Nampa, Inc. (the School) is organized as a nonprofit corporation providing public charter school educational services as authorized by Section 33 of Idaho Code.

Idaho Code Section 33-5210(3) requires charter schools to comply with the same financial reporting requirements imposed on school districts, i.e. – on a governmental, rather than nonprofit, basis of accounting. Additionally, enabling legislation creates charter schools as public entities, i.e. – as public schools, subject to provisions common with other governmental entities as set forth in Idaho Code Section 33-5204. Accordingly, the School’s basis of presentation follows the governmental, rather than nonprofit, reporting model.

These financial statements are prepared in accordance with generally accepted accounting principles (GAAP) as applied to charter schools. The governmental accounting standards board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (statements and interpretations). The more significant accounting policies established in GAAP and used by the School are discussed below.

Basic Financial Statements - Government-Wide Statements – The School’s basic financial statements include both government-wide (reporting the School as a whole) and fund financial statements (reporting the School’s major funds). Both government-wide and fund financial statements categorize primary activities as either governmental or business type. Currently, all the School’s activities are categorized as governmental activities.

In the government-wide statement of net position, the activities columns (a) are presented on a consolidated basis by column, (b) and are reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations.

The government-wide statement of activities reports both the gross and net cost of each of the School’s functions. The functions are also supported by general government revenues as reported in the statement of activities. The statement of activities reduces gross expenses (including depreciation when recorded) by related program revenues and operating and capital grants. Program revenues must be directly associated with the function. Internal activity between funds (when two or more funds are involved) is eliminated in the government-wide statement of activities. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reports capital-specific grants.

The net costs (by function) are normally covered by general revenues.

The School reports expenditures in accordance with the State Department of Education’s "Idaho Financial Accounting Reporting Management System" (IFARMS). IFARMS categorizes all expenditures by function, program and object. Accordingly, there is no allocation of indirect costs.

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

The government-wide focus is more on the sustainability of the School as an entity and the change in the School's net position resulting from the current year's activities. Fiduciary funds, when present, are not included in the government-wide statements.

Basic Financial Statements - Fund Financial Statements – The financial transactions of the School are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures/expenses.

The emphasis in fund financial statements is on the major funds. Nonmajor funds by category are summarized into a single column. Generally accepted accounting principles set forth minimum criteria (percentage of assets and deferred outflows of resources, liabilities and deferred inflows of resources, revenues or expenditures/expenses of the funds) for the determination of major funds.

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. Major governmental funds of the School include:

General Fund – The general fund is the School's primary operating fund. It is used to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Funds – Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. Major special revenue funds include the Albertsons fund, which is used to account for certain funding for initial operations.

Basis of Accounting – Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Activities in the government-wide and fiduciary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

The governmental funds financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or within thirty days after year end. Expenditures are recorded when the related fund liability is incurred. Exceptions to this general rule include principal and interest on long-term debt which, if any, are recognized when due and payable.

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

Cash – Nearly all the cash balances of the School’s funds are pooled for investment purposes. The individual funds’ portions of the pooled cash are reported in each fund as cash. Any interest earned on pooled cash and investments is paid to the general fund unless Idaho Code specifies otherwise.

Receivables – Receivables are reported net of any estimated uncollectible amounts.

Inventories – Material supplies on hand at year end are stated at the lower of cost or net realizable value using the first-in, first-out method.

Capital Assets and Depreciation – Capital assets purchased or acquired with an original cost of \$5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation over the estimated useful lives of depreciable assets is recorded using the straight line method.

Compensated Absences – The School provides certain compensated absences to its employees. The estimated amount of compensation for future amounts is accrued on the statement of net position.

Other Post-Employment Benefits – The School does not provide benefits to retired employees other than retirement benefits funded through the Public Employees Retirement System of Idaho. However, certain retired employees can remain on the School insurance policy after retirement if the retired employee pays the average monthly cost. The difference between the age-adjusted monthly cost and the average monthly cost is referred to as an “implicit subsidy” since the medical insurance rate of a retired employee is generally higher than the medical insurance rate of a younger employee. GASB 75 requires that employers have actuarial calculations performed for these other post-employment benefits so that liabilities and related expenses can be recorded in the government-wide financial statements and related notes and required supplementary information can be prepared. Management believes the costs of implementing GASB 75 cannot be justified at this time. Accordingly, the School accounts for the other-post employment benefits for retirees on the pay-as-you-go basis.

Pensions – For purposes of measuring the net pension liability and pension expense/revenue (when applicable), information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (the Base Plan) and additions to/deductions from Base Plan’s fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position – Net position is assets plus deferred outflows of resources less liabilities less deferred inflows of resources. The net investment in capital assets component of net position consists of the historical cost of capital assets less accumulated depreciation less any outstanding debt that was used to finance those assets plus deferred outflows of resources less deferred inflows of resources related to those assets. Restricted net position consists of assets that are restricted by

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

creditors, grantors, contributors, legislation, and other parties. All other net position not reported as restricted or net investment in capital assets is reported as unrestricted.

Fund Balance Classifications – Restrictions of the fund balance indicate portions that are legally or contractually segregated for a specific future use. Nonspendable portions of the fund balance are those amounts that cannot be spent because they are in a nonspendable form or because they are legally or contractually required to be maintained intact. Committed portions represent amounts that can only be used for specific purposes pursuant to formal action (i.e. board approval) of the reporting entity’s governing body. Assigned portions represent amounts that are constrained by the government’s intent to be used for a specific purpose. Remaining fund balances are reported as unassigned. When expenditures are incurred that qualify for either restricted or unrestricted resources, the School first utilizes restricted resources. When expenditures are incurred that qualify for either committed or assigned or unassigned resources, the School first utilizes committed resources then assigned resources before using unassigned resources.

Income Taxes – The School is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code except for income, if any, derived from unrelated business activities. The School’s tax returns for the current year and prior year are subject to examination by the IRS and state tax authorities, generally for three years after they are filed.

Contingent Liabilities – Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the School expects such amounts, if any, to be immaterial.

Interfund Activity – Interfund activity is reported either as loans, services provided, reimbursements, or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Custodial Credit Risk – The School maintains its cash at insured financial institutions. Periodically, balances may exceed federally insured limits. The School does not have a formal policy concerning custodial credit risk.

Risk Management – The School is exposed to various risks related to its operations. Insurance is utilized to the extent practical to minimize these risks.

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

Subsequent Events – Subsequent events were evaluated through the date of the auditor’s report, which is the date the financial statements were available to be issued.

B. CASH

Cash consists of the following at year end:

Cash - Deposits	\$31,535
Total	\$31,535

Deposits – At year end, the carrying amounts of the School's deposits were \$31,535 and the bank balances were \$88,488. The bank balances were insured.

Investments – State statutes authorize government entities to invest in certain bonds, notes, accounts, investment pools, and other obligations of the state, U.S. Government, and U.S. corporations pursuant to Idaho Code 67-1210 and 67-1210A. These statutes are designed to help minimize the custodial risk that deposits may not be returned in the event of the failure of the issuer or other counterparty, interest rate risk resulting from fair value losses arising from rising interest rates, or credit risks that an issuer or other counterparty will not fulfill its obligations. The School's investment policy complies with state statutes.

C. RECEIVABLES

Receivables consist of the following at year end:

	General Fund
Local Sources	
Local Receivable - from related party - see note H	\$117,399
Miscellaneous	431
Total	\$117,830
State Sources	
Foundation Program	\$483,483
Total	\$483,483

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

D. CAPITAL ASSETS

A summary of capital assets for the year is as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Depreciable Capital Assets				
Buildings	\$241,878	\$301,880		\$543,758
Equipment	78,933			78,933
Subtotal	<u>320,811</u>	<u>301,880</u>	<u>\$0</u>	<u>622,691</u>
Accumulated Depreciation				
Buildings	0	98,865		98,865
Equipment	0	13,167		13,167
Subtotal	<u>0</u>	<u>112,032</u>	<u>0</u>	<u>112,032</u>
Total	<u>320,811</u>	<u>189,848</u>	<u>0</u>	<u>510,659</u>
Net Capital Assets	<u>\$320,811</u>	<u>\$189,848</u>	<u>\$0</u>	<u>\$510,659</u>

Depreciation expense of \$112,032 was charged to the capital assets – student occupied program.

E. LONG-TERM DEBT & OBLIGATIONS

At year end, the School's notes payable were as follows:

Note payable - 1, from related party (see note H), entire outstanding principal balance with any unpaid interest is due no later than the maturity date of February 28, 2027, interest at 2.82%, secured by program fees and security agreement, paid through the general fund	\$200,000
Note payable - 2, from related party (see note H), entire outstanding principal balance with any unpaid interest is due no later than the maturity date of February 28, 2027, interest at 2.64%, secured by program fees and security agreement, contains provisions for additional \$500,000 note issuance (maximum \$1,200,000 of both notes), paid through the general fund	500,000
Total	<u>\$700,000</u>

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

Maturities on the notes are estimated as follows and assume full principal and interest payment on the notes' maturity date of February 28, 2027. The notes can be paid back prior to the maturity date and, consequently, actual payments could differ from these estimates.

<u>Year Ended</u>	<u>Principal</u>	<u>Interest</u>
6/30/27	\$700,000	187,539
Total	<u>\$700,000</u>	<u>\$187,539</u>

Changes in long-term debt and obligations are as follows:

<u>Description</u>	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Note Payable - 1	\$200,000			\$200,000	
Note Payable - 2	0	\$500,000		500,000	
Compensated Absences	0	11,407		11,407	\$11,407
Total	<u>\$200,000</u>	<u>\$511,407</u>	<u>\$0</u>	<u>\$711,407</u>	<u>\$11,407</u>

Compensated absences are normally paid through the general fund. Accrued interest and related costs during the year amounted to \$13,143 and were charged to the debt service – interest program.

F. OPERATING LEASE

The School has an operating lease for its facilities. The lease has a term of March 1, 2017 through August 31, 2022 and calls for base monthly payments of \$1,556 plus a pro-rata share of common area maintenance expenses related to the leased premises. The lease contains an option for renewal and total lease payments for the year amounted to \$30,656.

Future minimum lease payments (not including common area maintenance expenses) are estimated as follows:

<u>Year Ended</u>	
6/30/19	\$18,672
6/30/20	18,672
6/30/21	18,672
6/30/22	18,672
6/30/23	3,112
Total	<u>\$77,800</u>

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

G. PENSION PLAN

Plan Description

The School contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of the employer rate for general employees and 72% for police and firefighters. As of June 30, 2017 it was 6.79% for general

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

employees and 8.36% for police and firefighters. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.32% for general employees and 11.66% for police and firefighters. The School's contributions were \$47,884 for the year ended June 30, 2018.

Deferred Outflows of Resources Related to Pensions

At June 30, 2018, the School reported deferred outflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources
Employer contributions subsequent to the measurement date	\$47,884
Total	\$47,884

\$47,884 reported as deferred outflows of resources related to pensions resulting from School contributions made subsequent to the measurement date will be recognized as an addition to the pension expense or reduction of the pension revenue in the year ending June 30, 2019.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2016 the beginning of the measurement period ended June 30, 2017 is 4.9 and 5.5 for the measurement period June 30, 2016.

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.25%
Salary increases	4.25 – 10.00%
Salary inflation	3.75%
Investment rate of return	7.10%, net of investment expenses
Cost-of-living adjustments	1%

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

Mortality rates were based on the RP – 2000 combined table for healthy males or females as appropriate with the following offsets:

- Set back 3 years for teachers
- No offset for male fire and police
- Forward one year for female fire and police
- Set back one year for all general employees and all beneficiaries

An experience study was performed for the period July 1, 2007 through June 30, 2013 which reviewed all economic and demographic assumptions other than mortality. Mortality and all economic assumptions were studied in 2014 for the period from July 1, 2009 through June 30, 2013. The total pension liability as of June 30, 2017 is based on the results of an actuarial valuation date of July 1, 2017.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets.

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are as of January 1, 2017.

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

Capital Market Assumptions				
Asset Class	Expected Return*	Expected Risk	Strategic Normal	Strategic Ranges
Equities			70%	66% - 77%
Broad Domestic Equities	9.15%	19.00%	55%	50% - 65%
International	9.25%	20.20%	15%	10% - 20%
Fixed Income	3.05%	3.75%	30%	23% - 33%
Cash	2.25%	0.90%	0%	0% - 5%
			Expected Real	Expected
Total Fund	Expected Return*	Expected Inflation	Return	Risk
Actuary	7.00%	3.25%	3.75%	N/A
Portfolio	6.58%	2.25%	4.33%	12.67%

*Expected arithmetic return net of fees and expenses

Actuarial Assumptions

Assumed Inflation - Mean	3.25%
Assumed Inflation - Standard Deviation	2.00%
Portfolio Arithmetic Mean Return	8.42%
Portfolio Long-Term Expected Geometric Rate of Return	7.50%
Assumed Investment Expenses	0.40%
Long-Term Expected Geometric Rate of Return, Net of Investment Expenses	7.10%

Discount Rate

The discount rate used to measure the total pension liability was 7.10%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

PATHWAYS IN EDUCATION – NAMPA, INC.
Notes to Financial Statements

H. RELATED PARTY TRANSACTIONS

The School has a management agreement with Pathways Management Group (PMG) for back office support including school management, facilities management, accounting, payroll, and human resources. The agreement has a term of five years, beginning June 1, 2017 and ending May 31, 2022.

At yearend, the School also had receivables (see note C), accounts payables of \$121,001, and note payables (see note E) with related parties (i.e. PMG) and therefore these items are classified as related party transactions.

REQUIRED SUPPLEMENTARY INFORMATION

PATHWAYS IN EDUCATION – NAMPA, INC.
 Budgetary Comparison Schedule -
 General and Major Special Revenue Funds
 Year Ended June 30, 2018

General Fund	Budgeted Amounts (GAAP Basis)		Actual Amounts	Final Budget Variance Positive (Negative)
	Original	Final		
Revenues				
Local Revenue	\$700,000	\$700,000	\$118,819	(\$581,181)
State Revenue	1,776,667	1,776,667	1,006,465	(770,202)
Total Revenues	<u>2,476,667</u>	<u>2,476,667</u>	<u>1,125,284</u>	<u>(1,351,383)</u>
Expenditures				
Instructional Programs				
Secondary School	2,348,220	2,348,220	1,031,528	1,316,692
Non-Instructional Programs				
Capital Assets - Student Occupied	74,601	74,601	7,442	67,159
Debt Service - Interest	0	0	0	0
Total Expenditures	<u>2,422,821</u>	<u>2,422,821</u>	<u>1,038,970</u>	<u>1,383,851</u> *
Excess (Deficiency) of Revenues Over Expenditures	53,846	53,846	86,314	32,468
Other Financing Sources (Uses)				
Proceeds from Debt Issuance	0	0	500,000	500,000
Transfers In	0	0	0	0
Transfers Out	0	0	0	0
Total Other Financing Sources (Uses)	<u>0</u>	<u>0</u>	<u>500,000</u>	<u>500,000</u>
Net Change in Fund Balances	53,846	53,846	586,314	532,468
Fund Balances - Beginning	0	0	(223,277)	(223,277)
Fund Balances - Ending	<u>\$53,846</u>	<u>\$53,846</u>	<u>\$363,037</u>	<u>\$309,191</u>

*Total expenditures (over) under appropriations are: \$1,383,851

PATHWAYS IN EDUCATION – NAMPA, INC.
 Budgetary Comparison Schedule -
 General and Major Special Revenue Funds
 Year Ended June 30, 2018

Albertsons Fund	Budgeted Amounts (GAAP Basis)		Actual Amounts	Final Budget Variance Positive (Negative)
	Original	Final		
Revenues				
Local Revenue	\$0	\$0	\$700,000	\$700,000
State Revenue	0	0	0	0
Total Revenues	<u>0</u>	<u>0</u>	<u>700,000</u>	<u>700,000</u>
Expenditures				
Instructional Programs				
Secondary School	0	0	398,120	(398,120)
Non-Instructional Programs				
Capital Assets - Student Occupied	0	0	301,880	(301,880)
Debt Service - Interest	0	0	0	0
Total Expenditures	<u>0</u>	<u>0</u>	<u>700,000</u>	<u>(700,000) *</u>
Excess (Deficiency) of Revenues Over Expenditures	0	0	0	0
Other Financing Sources (Uses)				
Proceeds from Debt Issuance	0	0	0	0
Transfers In	0	0	0	0
Transfers Out	0	0	0	0 *
Total Other Financing Sources (Uses)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Change in Fund Balances	0	0	0	0
Fund Balances - Beginning	0	0	0	0
Fund Balances - Ending	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

**Total expenditures (over) under appropriations are: (\$700,000)*

PATHWAYS IN EDUCATION – NAMPA, INC.
 Schedule of Employer Contributions
 PERSI - Base Plan
 Last 10 - Fiscal Years*

	2018
Statutorily required contribution	\$47,884
Contributions in relation to the statutorily required contribution	\$47,884
Contribution deficiency (excess)	\$0
School's covered payroll	\$423,004
Contributions as a percentage of covered payroll	11.32%

*GASB 68 requires ten years of information to be presented in this table. However, until a 10-year trend is compiled, only those years for which information is available will be presented.

Data reported is measured as of each year's fiscal year end.

SUPPLEMENTARY INFORMATION

PATHWAYS IN EDUCATION – NAMPA, INC.
 Combining Balance Sheet - Nonmajor Governmental Funds
 June 30, 2018

	Special Revenue Funds		
	Technology	Substance Abuse	Total
Assets			
Cash			\$0
Receivables:			
Local Sources			0
State Sources			0
Prepaid Expenditures			0
Security Deposits			0
Total Assets	\$0	\$0	\$0
Liabilities			
Accounts Payable			\$0
Due To Other Funds			0
Total Liabilities	\$0	\$0	0
Fund Balances			
Restricted:			
Special Programs			0
Nonspendable			0
Unassigned			0
Total Fund Balances	0	0	0
Total Liabilities and Fund Balances	\$0	\$0	\$0

PATHWAYS IN EDUCATION – NAMPA, INC.
Combining Statement of Revenues, Expenditures, and Changes in
Fund Balances - Nonmajor Governmental Funds
Year Ended June 30, 2018

	<u>Special Revenue Funds</u>		
	<u>Technology</u>	<u>Substance Abuse</u>	<u>Total</u>
Revenues			
Local Revenue			\$0
State Revenue	\$25,642	\$2,000	27,642
Total Revenues	<u>25,642</u>	<u>2,000</u>	<u>27,642</u>
Expenditures			
Instructional Programs			
Secondary School	25,642	2,000	27,642
Non-Instructional Programs			
Capital Assets - Student Occupied			0
Debt Service - Interest			0
Total Expenditures	<u>25,642</u>	<u>2,000</u>	<u>27,642</u>
Excess (Deficiency) of Revenues			
Over Expenditures	0	0	0
Other Financing Sources (Uses)			
Proceeds from Debt Issuance			0
Transfers In			0
Transfers Out			0
Total Other Financing Sources (Uses)	<u>0</u>	<u>0</u>	<u>0</u>
Net Change in Fund Balances	0	0	0
Fund Balances - Beginning	0	0	0
Fund Balances - Ending	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

OTHER REPORTS

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**Independent Auditor's Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance With *Government Auditing Standards***

Board of Directors
Pathways in Education - Nampa, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Pathways in Education - Nampa, Inc. (the School), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated October 18, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance. Accordingly, this communication is not suitable for any other purpose.

Quest CPAs PLLC

Payette, Idaho
October 18, 2018

**PATHWAYS IN
EDUCATION - ILLINOIS, INC.**

FINANCIAL STATEMENTS

**For the year ended
June 30, 2018**



**Maginnis
Knechtel & McIntyre LLP**
Certified Public Accountants and Consultants

300 West Colorado Boulevard
Pasadena, CA 91105-1824
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Pathways in Education – Illinois, Inc.
Pasadena, California

We have audited the accompanying financial statements of Pathways in Education - Illinois, Inc., (an Illinois Not For Profit Corporation), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pathways in Education - Illinois, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Transactions with related parties

As discussed in Note 6 to the financial statements, the Organization is engaged in transactions with various related parties for management services and other educational services for the Organization's charter school operations. Our opinion is not modified with respect to this matter.

Concentration

As discussed in Note 2 to the financial statements, transactions with Chicago Public Schools amounted to 100% of program revenue for the year ended June 30, 2018. The loss of revenue from this customer could have a material adverse effect on the Organization. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 30, 2018, on our consideration of Pathways in Education - Illinois, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Pathways in Education - Illinois, Inc.'s internal control over financial reporting and compliance.

Maginnis Knechtel & McIntyre, LLP

Pasadena, California
October 30, 2018

PATHWAYS IN EDUCATION - ILLINOIS, INC.
(AN ILLINOIS NOT FOR PROFIT CORPORATION)

STATEMENT OF FINANCIAL POSITION

June 30, 2018

ASSETS

Current assets	
Cash	\$ 2,843,108
Accounts receivable, net of allowance for doubtful accounts of \$281,507	536,835
Prepaid expenses	<u>101,529</u>
Total current assets	3,481,472
Security deposits	30,958
Fixed assets, net	<u>1,515,074</u>
Total assets	<u>\$ 5,027,504</u>

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	\$ 1,050,782
Deferred revenue	<u>281,042</u>
Total current liabilities	1,331,824
Notes payable and accrued interest to affiliates	<u>296,073</u>
Total liabilities	1,627,897
Commitments (Note 4)	
Net assets	
Unrestricted	3,388,174
Temporarily restricted	<u>11,433</u>
Total net assets	<u>3,399,607</u>
Total liabilities and net assets	<u>\$ 5,027,504</u>

The accompanying notes are an integral part of these financial statements.

PATHWAYS IN EDUCATION - ILLINOIS, INC.
(AN ILLINOIS NOT FOR PROFIT CORPORATION)

STATEMENT OF ACTIVITIES

For the year ended June 30, 2018

	Unrestricted	Temporarily Restricted	Total
Revenues			
Program service revenue	\$ 8,942,250	\$ -	\$ 8,942,250
Scholarship donations	-	125	125
Contributed services from affiliate	2,830	-	2,830
Other income	4,576	-	4,576
Total revenues	8,949,656	125	8,949,781
Expenses			
Program services			
Educational programs	5,583,839	-	5,583,839
Occupancy	617,087	-	617,087
Depreciation	1,515,751	-	1,515,751
Other	81,836	-	81,836
Management and general			
Management fees	201,244	-	201,244
Operating expenses	281,718	-	281,718
Professional services	194,110	-	194,110
Total expenses	8,475,585	-	8,475,585
Change in net assets	474,071	125	474,196
Net assets, beginning of year	2,914,103	11,308	2,925,411
Net assets, end of year	\$ 3,388,174	\$ 11,433	\$ 3,399,607

The accompanying notes are an integral part of these financial statements.

PATHWAYS IN EDUCATION - ILLINOIS, INC.
(AN ILLINOIS NOT FOR PROFIT CORPORATION)

STATEMENT OF CASH FLOWS

For the year ended June 30, 2018

Cash flows from operating activities:	
Change in net assets	\$ 474,196
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation expense	1,515,751
Bad debt provision	163,507
Changes in operating assets and liabilities	
(Increase) in accounts receivable	(73,893)
(Increase) in prepaid expenses	(46,308)
Decrease in security deposits	102,000
Increase in accounts payable and accrued expenses	335,333
Increase in deferred revenue	<u>10,778</u>
Net cash provided by operating activities	2,481,364
Cash flows (used) by financing activities	
Payments on notes payable to affiliates	<u>(800,000)</u>
Net increase in cash	1,681,364
Cash, beginning of year	<u>1,161,744</u>
Cash, end of year	<u>\$ 2,843,108</u>

The accompanying notes are an integral part of these financial statements.

**PATHWAYS IN EDUCATION - ILLINOIS, INC.
(AN ILLINOIS NOT FOR PROFIT CORPORATION)**

NOTES TO FINANCIAL STATEMENTS

1 Organization

Pathways in Education - Illinois, Inc. (PIE-IL) is a private, nonprofit organization incorporated in the State of Illinois. Partnering with public schools, PIE-IL provides at-risk youth a year-round educational alternative, with an accredited charter school and guided, self-paced independent study/distance learning. PIE-IL also has an experiential learning program that provides students with hands-on activities to improve communication and leadership skills, build self-esteem and resiliency, and learn interviewing and problem solving techniques.

2 Summary of significant accounting policies

Basis of accounting

The financial statements of PIE-IL have been prepared on the accrual basis. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Basis of preparation

The financial statements are presented in accordance with generally accepted accounting principles for Not-For-Profit Organizations. PIE-IL is required to report information regarding its financial position and activities according to three classifications of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Accounts receivable

Accounts receivable are carried at their estimated collectible amounts.

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

PATHWAYS IN EDUCATION - ILLINOIS, INC.
(AN ILLINOIS NOT FOR PROFIT CORPORATION)

NOTES TO FINANCIAL STATEMENTS

2 Summary of significant accounting policies, continued

Revenue recognition

PIE-IL records earned revenues on an accrual basis. In addition, PIE-IL records as revenue the following types of contributions when they are received unconditionally, at their fair value: cash, promises to give, certain contributed services and gifts of long-lived assets. Conditional contributions are recognized as revenue when the conditions on which they depend have been substantially met. Contributions are recorded net of uncollectible amounts.

Temporarily restricted contributions

PIE-IL records contributions as temporarily restricted if they are received with donor stipulations that limit their use either through purpose or time restrictions. When donor restrictions are substantially fulfilled, the temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. It is PIE-IL's policy to record temporarily restricted contributions received and expensed in the same accounting period in the temporarily restricted net asset class activity.

Contributions that the donor requires to be used to acquire long-lived assets (e.g., building improvements, furniture, fixtures and equipment) are reported as temporarily restricted. PIE-IL reflects the expiration of the donor-imposed restriction when long-lived assets have been acquired, at which time temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. At June 30, 2018, temporarily restricted net assets balance is \$11,433 for scholarship program.

Concentration of credit risk

PIE-IL provides services to Chicago Public Schools that amounted to 100% of program revenue for the year ended June 30, 2018. PIE-IL performs periodic credit evaluations and generally does not require collateral.

Functional allocation of expenses

The costs of providing the various programs and activities have been summarized in the statement of activities on a functional basis. Accordingly, certain costs have been allocated among program services and support services.

**PATHWAYS IN EDUCATION - ILLINOIS, INC.
(AN ILLINOIS NOT FOR PROFIT CORPORATION)**

NOTES TO FINANCIAL STATEMENTS

2 Summary of significant accounting policies, continued

Cash and cash equivalents

PIE-IL considers highly liquid investments purchased with a maturity of three months or less, other than such investments held in the long-term investment portfolio, to be cash equivalents. PIE-IL had cash balances of \$2,743,611 that are not federally insured at June 30, 2018.

Property and equipment

Property and equipment are stated at cost and depreciated or amortized over the useful life of each asset. PIE-IL has adopted a policy to capitalize purchases over \$10,000. Depreciation and amortization are computed using the straight-line method. Repairs and maintenance are charged to expense when incurred.

Deferred revenue

PIE-IL records deferred revenue for payments received that have not been earned.

Income taxes

PIE-IL is exempt from income taxes under Section 501(c)3 of the Internal Revenue Code and similar provisions of the Illinois Income Tax Act. The United States Federal and State of Illinois have statutes of limitations that generally range from three to four years. No open tax years are currently under examination.

Date of management's review

Management has evaluated subsequent events through October 30, 2018, the date the financial statements were available to be issued.

PATHWAYS IN EDUCATION - ILLINOIS, INC.
(AN ILLINOIS NOT FOR PROFIT CORPORATION)

NOTES TO FINANCIAL STATEMENTS

3 Fixed assets

A summary of fixed assets is as follows:

Computer equipment	\$ 134,987
Office equipment	12,963
Furniture	315,567
Leasehold improvements	<u>5,292,558</u>
	5,756,075
Less accumulated depreciation	<u>4,241,001</u>
	<u>\$1,515,074</u>

4 Commitments

PIE-IL pays rent for properties leased through Pathway Management Group, Inc. (PMG), an affiliated nonprofit management company. The lease agreements expire at various times through August 2021. The minimum annual rental payments under these leases are as follows:

For the year ended June 30:

2019	\$ 237,350
2020	211,604
2021	214,693
2022	<u>28,103</u>
	<u>\$ 691,750</u>

Total rent expense for the year ended June 30, 2018 was \$289,768.

5 Employee benefit plan

PIE-IL offers a 403(b) matching fund retirement account to all eligible employees. PIE-IL contributes the lesser of 50% of an eligible employee's deferral or 2.5% of salary. Employer contribution expense for the year ended June 30, 2018 was \$49,541.

PATHWAYS IN EDUCATION - ILLINOIS, INC.
(AN ILLINOIS NOT FOR PROFIT CORPORATION)

NOTES TO FINANCIAL STATEMENTS

6 Transactions with related parties

PIE-IL receives management and administrative services from Pathways Management Group, Inc. (PMG), an affiliated nonprofit entity, for the purpose of streamlining services required by multiple entities. These services include assistance with school administration, facilities, accounting services, human resources, recruiting, training and curriculum acquisition and development. During the year ended June 30, 2018, management fee expense totaled \$1,341,625, of which \$502,178 was owed at year end.

PIE-IL uses certain purchasing, development and education services related to curriculum/instructional materials and events materials, supplies and services from Education Management Systems III (EMS III), an entity owned by PIE-IL's officers. During the year ended June 30, 2018, \$227,525 was paid to EMS III and \$96,058 was owed at year end.

PIE, Inc., PIE-Mendocino, and Rocky Mountain Pathways, affiliated nonprofit entities, provide after school programs, other instructional programs and outdoor educational camp programs to PIE-IL's students. During the year ended June 30, 2018, \$643,696 was paid to PIE, Inc. At June 30, 2018, \$21,126 was owed to PIE, Inc.

PIE-IL purchases services from Education Dynamics, Inc. and its subsidiary, AllTech Solutions (collectively as EDI), an entity owned by PIE-IL's officers, for computer consulting. During the year ended June 30, 2018, \$58,352 was paid to EDI and \$10,840 was owed at year-end. For the year ended June 30, 2018, EDI made in-kind services contribution of \$2,830 to PIE-IL, which is recorded in PIE-IL's revenue and related expense.

The Organization rented a building from Hawkeye Properties, Inc., an affiliated nonprofit entity. During the year ended June 30, 2018, \$27,207 was paid to Hawkeye.

7 Notes payable and accrued interest to affiliates

PIE-IL received an unsecured non-interest bearing loan from PIE, Inc., a nonprofit affiliate, to be used for operational expenses. PIE-IL paid \$600,000 of the principal during the year ended June 30, 2018. The loan is payable upon demand and the remaining amount owed at June 30, 2018 totaled \$22,885.

PIE-IL has an unsecured \$1,500,000 line of credit with PMG, a nonprofit affiliate. Interest is at the lowest published Applicable Federal Rate (AFR) in the month disbursement is made. The loan matures on January 15, 2024. At June 30, 2018, the loan payable amount is \$200,000 with accumulated accrued interest payable of \$73,188. Interest range from 2.24% to 3.50%. In July 2018, the outstanding balance including the interest payable was paid in full.

**PATHWAYS IN EDUCATION - ILLINOIS, INC.
(AN ILLINOIS NOT FOR PROFIT CORPORATION)**

NOTES TO FINANCIAL STATEMENTS

8 Contingency

As discussed in Note 4, PMG subleases rental property to PIE-IL. PMG is in a lawsuit with the landlord of a property previously occupied by PIE-IL which lease was terminated earlier. The landlord seeks payment of unpaid rent and the damages of an unspecified amount due to leasehold improvements made by PMG to the property. PMG seeks recovery of security deposit of \$102,000 held by the landlord. PIE-IL reserved the security deposit balance through allowance for doubtful account for the year-ended June 30, 2018. At the outset of the case, PMG successfully moved to dismiss the landlord's claim for unpaid rent. The ruling may be subject to appeal. Regarding landlord's claim for damages to the property due to leasehold improvements, the legal counsel believes that PMG is likely to face some liability because the renovations to the property were made with incomplete permitting which was approved after the fact by government inspectors. The amount of any damages are uncertain because the renovations substantially improved what had been a decrepit property. The case is pending in the U.S. District Court for the Northern District of Illinois. Management and its legal counsel are of the opinion that PMG will prevail and that PIE-IL will not be held a responsible party in this lawsuit. The ultimate outcome of any action that may be taken cannot be presently determined. As such, management is not able to make a reasonable estimate of the potential effects, if any, on the financial statements date. Accordingly, no provision for any liability that may result has been made in the financial statements.



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Pathways in Education – Illinois, Inc.
Pasadena, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Pathways in Education – Illinois, Inc. (an Illinois Not For Profit Corporation), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 30, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Pathways in Education – Illinois, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Pathways in Education – Illinois, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Pathways in Education – Illinois, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pathways in Education – Illinois, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Magginnis Knechtel & McIntyre, LLP

Pasadena, California
October 30, 2018

Pathways in Education - Louisiana, Inc.

FINANCIAL STATEMENTS

June 30, 2018





Pathways in Education - Louisiana, Inc.
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INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Pathways in Education - Louisiana, Inc.
Shreveport, Louisiana

Report on the Financial Statements

We have audited the accompanying financial statements of Pathways in Education - Louisiana, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018 and the related statements of activities and cash flows for the year then ended and the related notes to financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pathways in Education - Louisiana, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters*Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Compensation Paid to the Board of Trustees and the Schedule of Compensation, Benefits and Other Payments to Agency Head are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2018, on our consideration of Pathways in Education - Louisiana, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Pathways in Education - Louisiana Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Pathways in Education - Louisiana, Inc.'s internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Shreveport, Louisiana
December 19, 2018



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Trustees
Pathways in Education - Louisiana, Inc.
Shreveport, Louisiana

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Pathways in Education - Louisiana, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and cash flows for the year then ended, and the related notes to financial statements, and have issued our report thereon dated December 19, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Pathways in Education - Louisiana, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Pathways in Education - Louisiana, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Pathways in Education - Louisiana, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pathways in Education - Louisiana, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Shreveport, Louisiana
December 19, 2018

Pathways in Education - Louisiana, Inc.
Statement of Financial Position

<i>June 30,</i>	2018
Assets	
Current assets	
Cash	\$ 1,332,310
Prepaid expenses	34,085
Total current assets	<u>1,366,395</u>
Property and equipment	
Leasehold improvements	1,799,793
Furniture, fixtures and equipment	140,963
Less: accumulated depreciation	(836,537)
Net property and equipment	<u>1,104,219</u>
Deposits	
	<u>11,800</u>
Total assets	<u>\$ 2,482,414</u>
Liabilities and Net Assets	
Current liabilities	
Accounts payable	\$ 13,277
Due to related parties	84,899
Accrued expenses	198,698
Total current liabilities	<u>296,874</u>
Long-term liabilities	
Due to related parties	647,816
Total long-term liabilities	<u>647,816</u>
Total liabilities	
	<u>944,690</u>
Net assets	
Unrestricted	1,537,724
Temporarily restricted	-
Permanently restricted	-
Total net assets	<u>1,537,724</u>
Total liabilities and net assets	<u>\$ 2,482,414</u>

The accompanying notes are an integral part of these financial statements.

Pathways in Education - Louisiana, Inc.
Statement of Activities

<i>For the year ended June 30, 2018</i>	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Support and revenue				
Minimum Foundation Program	\$ 4,123,829	\$ -	\$ -	\$ 4,123,829
Contributed materials and services	296,340	-	-	296,340
Total support and revenue	4,420,169	-	-	4,420,169
Expenses				
Program services				
Regular program expenditures	-	-	-	-
Special education programs	-	-	-	-
Other instructional programs	2,215,920	-	-	2,215,920
Pupil support services	-	-	-	-
Instructional staff services	-	-	-	-
School administration	216,110	-	-	216,110
Operation and maintenance of plant services	477,972	-	-	477,972
Food service operations	-	-	-	-
Debt service	26,398	-	-	26,398
Management and general				
Business services	5,804	-	-	5,804
General administration	834,712	-	-	834,712
Central services	21,590	-	-	21,590
Total expenses	3,798,506	-	-	3,798,506
Change in net assets	621,663	-	-	621,663
Net assets, beginning of year	916,061	-	-	916,061
Net assets, end of year	\$ 1,537,724	\$ -	\$ -	\$ 1,537,724

The accompanying notes are an integral part of these financial statements.

Pathways in Education - Louisiana, Inc.
Statement of Cash Flows

<i>For the year ended June 30,</i>	2018
Cash flows from operating activities	
Change in net assets	\$ 621,663
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	253,328
(Increase) decrease in Prepaid expenses	(22,610)
Increase (decrease) in Accounts payable	11,450
Accrued expenses	63,128
Net cash provided by operating activities	926,959
Cash flows from investing activities	
Purchase of property and equipment	(19,320)
Net cash used in investing activities	(19,320)
Cash flows from financing activities	
Advances from related parties	878,932
Repayments to related parties	(1,784,236)
Net cash used in financing activities	(905,304)
Net increase in cash	2,335
Cash - beginning of year	1,329,975
Cash - end of year	\$ 1,332,310
 Supplemental Disclosure of Cash Flow Information	
Cash paid during the period for interest	\$ 51,336

The accompanying notes are an integral part of these financial statements.



Pathways in Education - Louisiana, Inc.
Notes to Financial Statements

NOTE 1: NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Pathways in Education - Louisiana, Inc. (“the Charter School”) was originally formed August 29, 2008, under the name of Pathways in Education - New Orleans, Inc. Effective July 23, 2012, Pathways in Education - New Orleans, Inc. changed its corporate name to Pathways in Education - Louisiana, Inc. The corporation was dormant until February 10, 2014.

The Charter School is a Louisiana not-for-profit corporation, formed exclusively for educational purposes. On July 1, 2014, the Charter School entered into a Type 1 charter school contract with Caddo Parish School Board (CPSB) to operate an alternative school for students from ninth to twelfth grade in Caddo Parish, Louisiana. The charter agreement with CPSB is for an initial term of five years, contingent upon the results of the reporting requirements at the end of the third year as provided in LA R.S. 17:3998 (A)(2) and may be renewed at the discretion of CPSB. The Charter School opened its first campus in Shreveport for the 2014/2015 school year. The Charter School opened its second campus in Shreveport for the 2015/2016 school year.

The Charter School is an independent nonprofit entity, separate and distinct from the Caddo Parish School Board, the primary government and reporting entity. However, the Charter School is a component unit of CPSB and the Charter School’s financial statements are included in the CPSB’s basic financial statements as a component unit.

A summary of the Charter School’s significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

Financial Statement Presentation

The Charter School follows the guidance of the *Not-for-Profit Entities* topic of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). The Charter School is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted support depending on the existence and/or nature of any donor restrictions. Restricted net assets are reclassified to unrestricted net assets upon satisfaction of the donor-imposed time or purpose restrictions. Restricted contributions, for which the restriction is met in the same year, are classified as unrestricted.

Basis of Accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported on the financial statements. The financial statements of the Charter School are prepared on the accrual basis of accounting, whereby revenues are recognized when earned and expenses are recognized when incurred.



Pathways in Education - Louisiana, Inc.
Notes to Financial Statements

**NOTE 1: NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Statement of Cash Flows

For purposes of the statement of cash flows, the Charter School considers all investments purchased with an original maturity of three months or less to be cash equivalents. The Charter School did not have any cash equivalents at June 30, 2018.

Public Support and Revenue

The Charter School's primary source of funding is through the Minimum Foundation Program (MFP), passed through from CPSB and funded by the State Public School Fund. For the year ended June 30, 2018, the Charter School received \$4,123,829 from CPSB based on eligible students in attendance paid on a monthly basis. CPSB withheld \$82,477 for administrative expenses for the year ended June 30, 2018.

Contributed Materials and Services

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Restricted and Unrestricted Revenue and Support

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a temporary restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Property and Equipment

Property and equipment is capitalized at cost (or estimated historical cost) and updated for additions and retirements during the year. Donated property and equipment is recorded at fair market values as of the date received. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets (five years) for furniture, fixtures and equipment. Leasehold improvements are depreciated over the lesser of the useful life of the asset or the lease term.



Pathways in Education - Louisiana, Inc.
Notes to Financial Statements

**NOTE 1: NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

All assets acquired with Louisiana Department of Education funds are owned by the Charter School while used in the purpose for which they were purchased. The Louisiana Department of Education, however, has a reversionary interest in these assets. Should the charter not be renewed, title in any assets purchased with those funds will transfer to the appropriate agency. Assets purchased with private funds remain the property of the Charter School.

Depreciation expense incurred for the year ended June 30, 2018, was \$253,328.

Income Taxes

The Charter School is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Charter School is also exempt from Louisiana state income taxes. However, income, if any, from certain activities not directly related to the Charter School's tax-exempt purpose is subject to taxation as unrelated business income.

The Charter School follows the provisions of the *Accounting for Uncertainty in Income Taxes* Topic of the FASB ASC, which clarifies the accounting and recognition for income tax positions taken or expected to be taken in the Charter School's income tax returns. Management evaluated the Charter School's tax positions and concluded that they had taken no uncertain tax positions that required adjustments to the financial statements to comply with the provisions of this guidance.

Compensated Absences

The Charter School's policy permits employees to accumulate earned but unused paid time off up to 80 hours.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising Costs

Advertising costs are charged to expense when incurred. Advertising expense for the year ended June 30, 2018, was approximately \$17,501.



Pathways in Education - Louisiana, Inc.
Notes to Financial Statements

**NOTE 1: NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Date of Management's Review

Management has evaluated subsequent events through December 19, 2018, the date the financial statements were available to be issued, concluding there were no events requiring disclosure.

Recent accounting pronouncements

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in accounting principles generally accepted in the United States of America (U.S. GAAP) when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU No. 2015-14, which defers the effective date of ASU No. 2014-09 one year, making it effective for annual reporting periods beginning after December 15, 2018. In March 2016, the FASB issued ASU No. 2016-08, which clarifies the implementation guidance on principal versus agent considerations. The Charter School has not yet selected a transition method and is currently evaluating the effects the standard will have on its financial statements.

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the current leasing guidance. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of income. The new standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Charter School is currently evaluating the impact of its pending adoption of the new standard on its financial statements.

Pathways in Education - Louisiana, Inc.
Notes to Financial Statements

**NOTE 1: NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. This guidance amends the requirements for financial statements and related notes presented by a not-for-profit entity to: (a) present on the face of the statement of financial position amounts for two classes of net assets at the end of the period, rather than for the currently required three classes, (b) present on the face of the statement of activities the amount of the change in either of the two classes of net assets rather than that of the currently required three classes, (c) Provide enhanced disclosures in the notes to the financial statements, (d) report investment return net of external and direct internal investment expenses and (e) utilize, in the absence of explicit donor stipulations, the placed-in-service approach for reporting expirations of restrictions on gifts of cash or other assets to be used to acquire or construct a long-lived asset. The ASU will be effective for the Foundation for the year ending June 30, 2019. Retrospective application is required for many provisions of this guidance. The Charter School is currently evaluating the impact of the pending adoption of the new standard on its financial statements.

NOTE 2: CONCENTRATIONS AND CREDIT RISK

The Charter School received the majority of its total revenues from the State of Louisiana, subject to its charter school contract with CPSB for the year ended June 30, 2018.

Demand deposit balances, as reflected in the bank's records, are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At June 30, 2018, the Charter School had approximately \$1,119,500 in uninsured deposits. Management believes the risk associated with these excess deposits is minimal.

NOTE 3: ACCRUED EXPENSES

<u>June 30,</u>	<u>2018</u>
Payroll and benefits	\$ 134,824
Accrued compensated absences	38,577
Other	25,297
<u>Total accrued expenses</u>	<u>\$ 198,698</u>

Pathways in Education - Louisiana, Inc.
Notes to Financial Statements

NOTE 4: RELATED PARTY TRANSACTIONS

Due to related parties consists of the following:

June 30,	2018
Pathways Management Group line of credit	\$ 647,816
Pathways Management Group operating advances	19,896
Pathways Management Group management fees payable	47,371
Pathways in Education, Inc.	15,452
Farm Stay Inn at BlackBird Farm	2,180
Total Due to Related Parties	732,715
Less Due to Related Parties Long-Term Portion	(647,816)
Due to Related Parties Current Portion	\$ 84,899

On March 28, 2014, the Charter School entered into a \$2,500,000 line of credit with Pathways Management Group, Inc. (PMG), a related party. PMG and the Charter School share similar officers. Interest and principal are due March 27, 2024. Interest shall accrue on the principal sum, or any other advances made at the lowest published Applicable Federal Rates (AFR) in the month in which any disbursements are made. The line of credit is secured by program fees and revenues received by the Charter School. Amounts advanced including interest earned, but not paid on the line of credit as of June 30, 2018, totaled \$647,816. Interest expense for the year ended June 30, 2018, related to this line of credit was \$26,398.

The Charter School has entered into a management services and property agreement with PMG, a related party. The agreement states that PMG shall be entitled to a management fee for its services. The management fee is set at \$127 per student served per month. For the year ended June 30, 2018, management fee expense totaled \$611,124.

PMG paid expenses totaling \$54,393 on behalf of the Charter School during the year ended June 30, 2018. The Charter School repaid \$89,474 to PMG during the year ended June 30, 2018. At June 30, 2018, the balance due to PMG was \$19,896.

The Charter School reimburses PMG for lease expenses paid for the school campuses under PMG's leasing agreements with third parties. Total lease expense for the year ended June 30, 2018, totaled \$140,518.

The Charter School has entered into a special education services agreement with Prep for Success, Inc. (PFS), a related party. PFS and the Charter School share similar officers. For the years ended June 30, 2018, special education consulting expense totaled \$310.

Pathways in Education, Inc., a related party, paid expenses totaling \$180,104 on behalf of the Charter School during the year ended June 30, 2018. The Charter School repaid \$172,492 to Pathways in Education, Inc. during the year ended June 30, 2018. At June 30, 2018, the balance due to Pathways in Education, Inc. was \$15,452. Pathways in Education, Inc. and the Charter School share similar officers.



Pathways in Education - Louisiana, Inc.
Notes to Financial Statements

NOTE 4: RELATED PARTY TRANSACTIONS (CONTINUED)

The Charter School utilizes the services of Rocky Mountain Pathways, Inc. (RMP), a related party to provide activities for select students and Board retreats. RMP and the Charter School share similar officers. The Charter School has made payments totaling \$450 and recorded \$450 in expenses, during the year ended June 30, 2018.

The Charter School utilizes the services of Blackbird Farm (BBF), a related party to provide activities for select students and Board retreats. BBF and the Charter School share similar officers. The Charter School has made payments totaling \$3,909 and recorded \$2,180 in expenses, during the year ended June 30, 2018.

The Charter School has recorded contributed service revenue and expense related to consulting and enrollment billing provided by Education Dynamics, Inc. (EDI), a related party. EDI and the Charter School share similar officers. The Charter School has recorded \$2,580 in contributed service revenue and expense during the year ended June 30, 2018. The fair value of the services was provided by the related party.

The Charter School has recorded contributed service revenue and expense related to computer hardware consulting services provided by AllTech Enterprises, LLC (AllTech), a related party. AllTech and the Charter School share similar officers. The Charter School has recorded \$24,263 in contributed service revenue and expense during the year ended June 30, 2018. The fair value of the services was provided by the related party.

The Charter School has recorded contributed service revenue and expense related to development services for curriculum/instructional materials and events, material and supplies, and other services that were provided by Education Management Systems, III, Inc. (EMS), a related party. EMS and the Charter School share similar officers. The Charter School has recorded \$269,490 in contributed service revenue and expense during the years ended June 30, 2018. The fair value of the services was provided by the related party.

The Charter School has recorded contributed service revenue and expense related to educational services that were provided by 9 Dot Educational Solutions, LLC, a related party. 9 Dot Educational Solutions, LLC and the Charter School share similar officers. The Charter School has recorded \$7 in contributed service revenue and expense during the years ended June 30, 2018. The fair value of the services was provided by the related party.

NOTE 5: CONTRIBUTED MATERIALS AND SERVICES

The Charter School received contributed professional consulting services and materials from related parties of \$296,340 at fair value as determined by the donors, for the year ended June 30, 2018. See Note 4.



Pathways in Education - Louisiana, Inc.
Notes to Financial Statements

NOTE 6: RISK MANAGEMENT

The Charter School is exposed to various risks of loss from torts; thefts of, damage to, and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; natural disasters; and employee health and accident benefits. Commercial insurance coverage is purchased for claims arising from such matters. In the opinion of management, insurance coverage is adequate to cover any material anticipated losses.

There were no settled claims that exceeded this commercial coverage during the year ended June 30, 2018.

NOTE 7: COMMITMENTS AND CONTINGENCIES

Management Agreement

The Charter School entered into a management agreement effective July 1, 2014, with Pathways Management Group, Inc. (PMG), a California nonprofit corporation, to provide school, facilities, and financial management, and provide accounting, student achievement, reporting and human resource services. The term of the agreement is for an initial term consistent with the term of the charter contract with CPSB.

Leasing Agreements

PMG has entered into various agreements with unrelated parties to lease real estate and buildings for the operation of the Charter School. The Charter School is responsible for reimbursing PMG for payments made under the leasing agreements. The Charter School is committed to pay PMG the following lease payments: \$125,720 (2019) and \$60,381 (2020) under these agreements subsequent to June 30, 2018.

Line of Credit

The Charter School has entered into a \$2,500,000 line of credit with PMG. At June 30, 2018, the balance due on the line of credit, including accrued interest, was \$647,816. See Note 4.

CPSB Contract Contingency

The Charter School contract with CPSB was effective upon complete execution for an initial period of five years contingent upon the results of a review conducted at the end of the third year. The Charter School's contract was extended at the end of the third year for the remainder of the initial period. The initial five-year period of the charter contract ends June 30, 2019. It is unknown if the charter will be extended beyond that date. The Charter School will be evaluated through the renewal process and CPSB will determine whether or not the charter will be renewed and the length of the renewal.

Supplemental Information



**Pathways in Education - Louisiana, Inc.
Schedule of Compensation Paid to the Board of Trustees
For the year ended June 30, 2018**

No compensation was paid to the Board of Trustees for the year ended June 30, 2018.

See Independent Auditors' Report.

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Pathways in Education - Louisiana, Inc.
Schedule of Compensation, Benefits and Other Payments to Agency Head
For the year ended June 30, 2018

Agency Head Name: Jonathan Keith

Purpose	Amount
Salary	\$ 86,885
Benefits - insurance	17,102
Benefits - retirement	1,504
Benefits - other (incentive)	13,348
Reimbursements	1,971

See Independent Auditors' Report.

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**Pathways in Education - Louisiana, Inc.
Schedule of Findings and Responses**

Section I – Summary of Auditors’ Results

Financial Statements	
Type of auditors’ report issued:	Unmodified
Compliance and internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	No
Noncompliance material to financial statements noted?	No

Federal Awards
N/A

Section II – Financial Statement Findings Reported in Accordance with *Governmental Auditing Standards*

Current Year Findings and Responses

None

Section III – Findings Related to Compliance and Other Matters

None

Prior Year Findings

None



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CRlcpa.com

December 19, 2018

To the Board of Trustees and Management
Pathways in Education - Louisiana, Inc.
Shreveport, Louisiana

We are pleased to present the results of our audit of the 2018 financial statements of Pathways in Education - Louisiana, Inc.

This report to the Board of Trustees and Management summarizes our audit, the reports issued and various analyses and observations related to Pathways in Education - Louisiana, Inc.'s accounting and reporting. The document also contains the communications required by our professional standards.

Our GAAP audit was designed, primarily, to express an opinion on the Charter School's 2018 financial statements. We considered the Charter School's current and emerging business needs, along with an assessment of risks that could materially affect the financial statements, and aligned our audit procedures accordingly. We conducted the audit with the objectivity and independence that you expect. We received the full support and assistance of the Charter School's personnel.

At Carr, Riggs & Ingram, LLC (CRI), we are continually evaluating the quality of our professionals' work in order to deliver audit services of the highest quality that will meet or exceed your expectations. We encourage you to provide any feedback you believe is appropriate to ensure that we do not overlook a single detail as it relates to the quality of our services.

This report is intended solely for the information and use of the Board of Trustees and Management of Pathways in Education - Louisiana, Inc. and should not be used by anyone other than these specified parties.

We appreciate this opportunity to work with you. If you have any questions or comments, please contact me at 318-222-2222 or nyoungblood@cricpa.com.

Very truly yours,

A handwritten signature in blue ink that reads "Nancy Youngblood".

Nancy C. Youngblood

Required Communications

We have audited the financial statements of Pathways in Education - Louisiana, Inc. for the year ended June 30, 2018, and have issued our report thereon dated December 19, 2018. Professional standards require that we provide you with the following information related to our audit:

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
Auditors' responsibility under Generally Accepted Auditing Standards	<p>As stated in our engagement letter dated July 12, 2018, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP). Our audit of the financial statements does not relieve you or management of your responsibilities.</p> <p>As part of our audit, we considered the internal control of Pathways in Education - Louisiana, Inc. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.</p>
Client's responsibility	<p>Management, with oversight from those charged with governance, is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with the applicable framework. Management is responsible for the design and implementation of programs and controls to prevent and detect fraud.</p>
Planned scope and timing of the audit	<p>Our initial audit plan was not significantly altered during our fieldwork.</p>
Management judgments and accounting estimates <i>The process used by management in forming particularly sensitive accounting estimates and the basis for the auditors' conclusion regarding the reasonableness of those estimates.</i>	<p>There are no particularly sensitive estimates.</p>
Potential effect on the financial statements of any significant risks and exposures <i>Major risks and exposures facing the Charter School and how they are disclosed.</i>	<p>No such risks or exposures were noted.</p>
Significant accounting policies, including critical accounting policies and alternative treatments	<p>The significant accounting policies used by the Charter School are described in Note 1 to the</p>

Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<p>within generally accepted accounting principles and the auditors' judgment about the quality of accounting principles</p> <ul style="list-style-type: none"> • <i>The initial selection of and changes in significant accounting policies or their application; methods used to account for significant unusual transactions; and effect of significant policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</i> • <i>The auditors should also discuss the auditors' judgment about the quality, not just the acceptability, of the Charter School's accounting policies as applied in its financial reporting. The discussion should include such matters as consistency of accounting policies and their application, and clarity and completeness of the financial statements, including disclosures.</i> <i>Critical accounting policies and practices applied by the Charter School in its financial statements and our assessment of management's disclosures regarding such policies and practices (including any significant modifications to such disclosures proposed by us but rejected by management), the reasons why certain policies and practices are or are not considered critical, and how current and anticipated future events impact those determinations;</i> • <i>Alternative treatments within GAAP for accounting policies and practices related to material items, including recognition, measurement, presentation and disclosure alternatives, that have been discussed with client management during the current audit period, the ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the auditors; Furthermore, if the accounting policy selected by management is not the policy preferred by us, discuss the reasons why management selected that policy, the policy preferred by us, and the reason we preferred the other policy.</i> 	<p>financial statements. The financial statement disclosures are neutral, consistent, and clear.</p>

Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<p>Significant difficulties encountered in the audit <i>Any significant difficulties, for example, unreasonable logistical constraints or lack of cooperation by management.</i></p>	None.
<p>Disagreements with management <i>Disagreements, whether or not subsequently resolved, about matters significant to the financial statements or auditors' report. This does not include those that came about based on incomplete facts or preliminary information.</i></p>	None.
<p>Other findings or issues <i>Matters significant to oversight of the financial reporting practices by those charged with governance. For example, an entity's failure to obtain the necessary type of audit, such as one under Government Auditing Standards, in addition to GAAS.</i></p>	See independent auditors' report concerning supplementary information.
<p>Matters arising from the audit that were discussed with, or the subject of correspondence with, management <i>Business conditions that might affect risk or discussions regarding accounting practices or application of auditing standards.</i></p>	None.
<p>Corrected and uncorrected misstatements <i>All significant audit adjustments arising from the audit, whether or not recorded by the Charter School, that could individually or in the aggregate have a significant effect on the financial statements. We should also inform the Board of Trustees about uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented, that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole and any internal control deficiencies that could have prevented the misstatements.</i></p>	Please see the following section titled "Summary of Audit Adjustments."
<p>Major issues discussed with management prior to retention <i>Any major accounting, auditing or reporting issues discussed with management in connection with our initial or recurring retention.</i></p>	None.

Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<p>Consultations with other accountants <i>When management has consulted with other accountants about significant accounting or auditing matters.</i></p>	None of which we are aware.
<p>Written representations <i>A description of the written representations the auditors requested (or a copy of the representation letter).</i></p>	See "Management Representation Letter" section.
<p>Internal control deficiencies <i>Any significant deficiencies or material weaknesses in the design or operation of internal control that came to the auditors' attention during the audit.</i></p>	Refer to independent auditors' report on internal control.
<p>Fraud and illegal acts <i>Fraud involving senior management or those responsible for internal controls, or causing a material misstatement of the financial statements, where the auditor determines there is evidence that such fraud may exist. Any illegal acts coming to the auditors' attention involving senior management and any other illegal acts, unless clearly inconsequential.</i></p>	We are unaware of any fraud or illegal acts involving management or causing material misstatement of the financial statements.
<p>Other information in documents containing audited financial statements <i>The external auditors' responsibility for information in a document containing audited financial statements, as well as any procedures performed and the results.</i></p>	<p>Our responsibility related to documents (including annual reports, websites, etc.) containing the financial statements is to read the other information to consider whether:</p> <ul style="list-style-type: none"> • Such information is materially inconsistent with the financial statements; and • We believe such information represents a material misstatement of fact. <p>We have not been provided any such items to date and are unaware of any other documents that contain the audited financial statements.</p>



Summary of Audit Adjustments

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The schedule on page 26 summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

QUALITATIVE MATERIALITY CONSIDERATIONS

In evaluating the materiality of audit differences when they do arise, we consider both quantitative and qualitative factors, for example:

- Whether the difference arises from an item capable of precise measurement or whether it arises from an estimate, and, if so, the degree of imprecision inherent in the estimate.
- Whether the difference masks a change in earnings or other trends.
- Whether the difference changes a decrease in net assets to an increase in net assets, or vice versa.
- Whether the difference concerns an area of the operating environment that has been identified as playing a significant role in the Charter Schools operations or viability.
- Whether the difference affects compliance with regulatory requirements.
- Whether the difference has the effect of increasing management's compensation – for example, by satisfying requirements for the award of bonuses or other forms of incentive compensation.
- Whether the difference involves concealment of an unlawful transaction.

Summary of Audit Adjustments

Adjusting Entries

ACCOUNT	DESCRIPTION	DEBIT	CREDIT
Adjusting Journal Entries JE # 101			
PBC entry - Incentive payout reclass for FY1718			
51000	Certificated Incentives	11,475.00	
51000	Certificated Incentives	13,475.00	
51100	Non-Certificated Incentives	425.00	
51100	Non-Certificated Incentives	2,025.00	
52000	Certificated Payroll Taxes	877.85	
52000	Certificated Payroll Taxes	1,030.83	
52100	Non-Certificated Payroll Taxes	32.52	
52100	Non-Certificated Payroll Taxes	154.91	
56000	Certificated 401k Contributions	229.75	
56000	Certificated 401k Contributions	251.25	
56100	Non-Certificated 401k Contributions	24.00	
24010	Accrued Salaries & Wages		8,151.00
24010	Accrued Salaries & Wages		9,318.48
24020	Accrued Payroll Taxes		5,114.89
24020	Accrued Payroll Taxes		5,901.74
24040	Accrued 401k		689.25
24040	Accrued 401k		825.75
Total		30,001.11	30,001.11

Adjusting Journal Entries JE # 102

PBC Journal Entry - June 2018 AP Accrual			
70000	G&A Expense	176.71	
70000	G&A Expense	290.96	
70000	G&A Expense	1,245.73	
71100	Marketing	5.67	
71100	Marketing	424.60	
71100	Marketing	1,259.54	
24000	Accrued Expenses		3,403.21
Total		3,403.21	3,403.21

Adjusting Journal Entries JE # 103

PBC Adjusting entry for in-kind donations			
8051	Donations - In Kind (Expense)	7.50	
8051	Donations - In Kind (Expense)	2,580.00	
8051	Donations - In Kind (Expense)	24,262.62	
8051	Donations - In Kind (Expense)	269,489.99	
41200	Donations		296,340.11
Total		296,340.11	296,340.11



Summary of Audit Adjustments

Passed Adjustments

ACCOUNT	DESCRIPTION	DEBIT	CREDIT
Passed Journal Entries JE # 301			
To adjust current year end PTO accrual to apply the 80 hour maximum			
24011	Accrued PTO	10,466.25	
57000	Certificated Vacation Expense		10,466.25
Total		10,466.25	10,466.25

Management Representation Letter



PATHWAYS
IN EDUCATION

December 19, 2018

Carr, Riggs & Ingram, LLC
P.O. Box 4278
Shreveport, LA 71134-0278

This representation letter is provided in connection with your audit of the financial statements of Pathways in Education - Louisiana, Inc., which comprise the statement of financial position as of June 30, 2018 and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of December 19, 2018, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated July 12, 2018, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole. A list of the uncorrected misstatements is attached to the representation letter.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Material concentrations have been appropriately disclosed in accordance with U.S. GAAP.
- 11) Guarantees, whether written or oral, under which the Organization is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.

Management Representation Letter

Information Provided

- 12) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the Organization from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 13) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 14) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 15) We have no knowledge of any fraud or suspected fraud that affects the Organization and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 16) We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's financial statements communicated by employees, former employees, grantors, regulators, or others.
- 17) We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- 18) We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- 19) We have disclosed to you the identity of the Organization's related parties and all the related-party relationships and transactions of which we are aware.
- 20) The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 21) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us.
- 22) Pathways in Education - Louisiana, Inc. is an exempt organization under Section 501(c)(3) of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date.
- 23) We acknowledge our responsibility for presenting the schedule of compensation paid to board of trustees and the schedule of compensation, benefits and other payments to agency head in accordance with U.S. GAAP, and we believe the schedule of compensation paid to board of trustees and the schedule of compensation, benefits and other payments to agency head, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the schedule of compensation paid to board of trustees and the schedule of compensation, benefits and other payments to agency head have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

Management Representation Letter

3

- 24) In regard to the preparation of the financial statements and related notes services performed by you, we have;
- a) Assumed all management responsibilities.
 - b) Designated an individual (within senior management) with suitable skill, knowledge, or experience to oversee the services.
 - c) Evaluated the adequacy and results of the services performed.
 - d) Reviewed, approved, and accepted responsibility for the results of the services.
- 25) We have identified and disclosed to you all instances that have occurred, or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 26) We have identified and disclosed to you all instances that have occurred, or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 27) We have identified and disclosed to you all instances that have occurred, or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 28) Members of the Hall family receive no compensation or other economic benefit from Pathways in Education – Louisiana, Inc. or from Pathways Management Group, Inc., Prep for Success, Inc., Rocky Mountain Pathways, Inc. and Pathways in Education – Mendocino, Inc. dba Blackbird Farm (related party companies). In addition, no members of the Hall family own a controlling interest (more than 25% ownership) or serve on the Board of Directors of any of the related party companies.

Signature:  _____
Title: CORPORATE CONTROLLER



PMG Supplemental Report

Operational & Financial

A major concern identified regarding PIE-IF's finances and operations is the numerous conflicts of interest among the identified ESP, Pathways Management Group (PMG), and its related entities who provide services to PMG schools. PMG and more than 60 related entities are operated by the Hall family. PMG provides ESP services to multiple brands of schools, including Pathways in Education, Options for Youth (OFY), and Opportunities for Learning (OFL). While these schools have different names, they appear to run the same model as proposed in this petition.

While it is unclear how PCSC came to the conclusion that the Hall family operates more than 60 related entities, this number is inaccurate as it includes various entities that are non-operational, are operational but no longer operated by the Hall family, or do not provide services to PMG schools. In addition, as of July 1, 2019, PMG no longer provides ESP services to the Options For Youth schools or the Opportunities For Learning Schools. PIE-IF is committed to avoiding conflicts of interests and ensuring that any and all agreements are fair and reasonable to the school.

PMG school boards across the country have chosen to contract with entities related to PMG for ancillary services. Entities operated by the Hall family that provide services to PMG schools include: Prep for Success (special education consulting), Red School House, Virtual Learning Options for Youth (OFY), Farm Stay Inn (farm outreach program, Rocky Mountain Pathways (ranch outreach program), Education Dynamics, 9 Dot Education Solutions (human resources), and Partners in Special Education.

The related entities which *do* currently provide services to other PMG schools serve an important purpose: support of the education program and vision. Each entity understands and prioritizes the unique nature of our students' needs, the instructional model and philosophy. Because of this, these entities tend to deliver exceptional services and allow for financial economies of scale that ultimately benefit each school and thus, the students.

Any current transactions between related party entities and any PMG schools are entered into at arm's length and comply with applicable law in order to ensure each transaction is fair and reasonable.

Virtual Learning By Options For Youth, Inc. is a non-operational nonprofit which is currently in the process of dissolving. Red Schoolhouse, Inc. is a nonprofit corporation that does not provide any services to PMG or to any PMG schools.

The nature of the relationships among these entities has not been disclosed by PMG, and while the governing board for PIE-IF does not appear to be aware of any potential conflicts of interest, the draft contract for services indicates that PMG will assist the school with identifying and selecting vendors for various services. This presents a significant conflict of interest. For example, Education Management Services, an organization for which John Hall is the president, has provided a letter indicating their intent to provide a loan to the school, stating that the schools model is aligned to EIM's mission. Additionally,

the petition notes that the board will seek a third party vendor for services such as special education consulting and payroll.

PMG's extensive experience with PIE-IF's model makes it particularly well-suited to assist the school in obtaining various services, however, any contracts entered into for such services will ultimately be approved by and overseen by PIE-IF's independent Board of Directors and will comply with PIE-IF's procurement policy as well as I.C. § 67-2801.

As discussed above, while certain entities operated by the Hall family do share PIE-IF's vision of supporting at-risk youth, it would be presumptuous on PMG's part to assume that any of those entities will be chosen by PIE-IF as service providers. As such, any inadvertent failure by PMG to disclose such relationship(s) was not due to a lack of transparency, but instead was determined to be premature at this time since the school has not yet identified any such potential service providers other than PMG.

While EMS has indicated its willingness to provide a loan to PIE-IF. The PIE-IF Board of Directors has decided to pursue alternate funding. PMG will provide payroll services as part of its ESP contract. Special education services provided by a third party shall be obtained pursuant to PIE-IF's procurement policy as well as applicable law.

Additionally, the governance structure of PIE is concerning. PIE-ID's bylaws originally identified EIM as a voting member of the board, with the right to appoint other board directors, ensuring that an entity run by John Hall has control over a quorum of the board. This arrangement would unduly influence the decision-making capacity of PIEIF's board, including their choice of vendors. At the request of PCSC staff, EIM membership has been rESPved from the bylaws.

PIE-IF immediately addressed PCSC's concerns about the previous structure and struck this language from the bylaws. As this issue has been addressed, it is not relevant to PIE-IF's current governance structure.

The PIE-IF petition does not clearly explain any financial controls in place to prevent such conflicts of interest. Evidence from other states indicates that concern about such conflicts is warranted. The Hall family has been subject to investigation related to overbilling of staff hours by the State of California. In a judgement handed down on March 3, 2014, by the California Education Audit Appeals Panel, OFY and OFL schools were found to have been overfunded due to inaccurate staffing reports submitted between the years of 2001 and 2003 in seven of their districts. The result was overpayment of \$45,405,807 from the State of California to the schools.

PIE-IF has a legal and ethical responsibility to assure the wise and appropriate use of public funds. To satisfy this responsibility, PIE-IF will adopt a procurement policy that reflects applicable state and local laws and regulations. Further, PIE-IF's Conflict of Interest Policy outlines expected Board of Director conduct and establishes safeguards to ensure that an Officer or Director does not have a pecuniary interest directly or indirectly in any contract or other transaction pertaining to the Charter School.

With respect to the aforementioned investigation, the alleged overpayment amounted to about \$34 million (not \$45 million as stated above). At the time of such calculations the law was unclear on calculation methodology. In addition, the California Department of Education's Fiscal Crisis and Management Assistance Team confirmed that such funds were appropriately spent for the benefit of

students. Notwithstanding, all of the allegedly overpaid funds have been returned to the State of California.

While this situation happened a few years ago, the current petition proposes a structure that is vulnerable to similar overbilling. For example, this petition proposes that PMG be solely responsible for submitting SDE reports that determine the amount of revenue the school will receive. It also states that the management fee paid to PMG is a flat percentage of that revenue. Without clearly defined checks and balances in place, there is opportunity for this situation to happen again.

PMG is responsible for the coordination and completion of all compliance and accountability reporting for PIE-Idaho Falls. However, the production and completion of various files/ reports is shared by both PMG and school level staff. Having both PMG and school staff involved in SDE reporting provides a check and balances system.

In addition, the PIE-Idaho Falls Board has decided to change the budget to include a per-pupil fee for management services instead of a fee based on percentage of revenue.

PCSC staff is not alone in its concerns regarding Pathways in Education schools. PIE has applied for charter schools in numerous other states. Applications in Colorado, Washington DC, New York and a previous petition to the PCSC were withdrawn after authorizers expressed concerns regarding the governance structure and financial sustainability of the schools. Both Chicago and Louisiana have denied replication petitions, expressing concerns about ethics and related entities as well as the governance, financial, and educational plans.

As PCSC aptly noted, PIE has an enthusiasm for educating underserved youth. PIE recognizes that Idaho Falls is not the only community in need of educational options for at-risk youth, and has worked hard to achieve its mission of serving students throughout the nation. PIE's applications to authorizers in different states vary in content and context, are independent of PIE-IF, and should not be held against PIE-IF. In January 2019, Chicago Public Schools renewed the contract with Pathways In Education-Illinois for five years and then in June 2019 requested that PIE-Illinois add an additional campus based on performance measures. The successful schools that PIE operates in Illinois, Arizona, Tennessee, Nampa, and Louisiana are a testament to the incredible impact that PIE has on its students and local communities.



Section II: Financial Plan Additional Information

School Start-up Funding:

- PIE Idaho Falls is requesting that the Education Management Systems (EMS) loan letter be removed from our petition
- PIE Idaho Falls will rely on Building Hope for start-up funds if needed (letter included in final petition - Appendix F6, page 275)

Building Hope Loan Repayment Terms

- Building Hope has committed to providing PIE-Idaho Falls a loan in the amount of \$500,000 and will be negotiated in good faith using terms consistent with the financing they are providing for facilities.

State Revenue per Student:

- Calculation sheets are attached to support documentation in our petition

-  Step1-Charter-Support-Unit-Calculation Break-Even Y1
-  Step1-Charter-Support-Unit-Calculation Y1 Y2 Y3
-  Step2-FY19-Salary-Based-Apportionment-Charter Y1 Y2 Y3
-  Step2-FY19-Salary-Based-Apportionment-Charter Break-Even Y1
-  Step3-Estimating-State-MO-Revenue Y1 Y2 Y3
-  Step3-Estimating-State-MO-Revenue Break-Even Y1

ESP Management Fee

- The budget has been revised (please see attached - Appendix A Charter Petition 12/5/19) to include a per-pupil fee for management services instead of a fee based on percentage of revenue.



Section V: School Leadership & Management Additional Information

Checks & Balances for PMG/School/Board

PMG will provide school staff with training, expertise, and support to ensure that state reporting requirements are met. The generation of much of the data sent to SDE will be completed at the school level. For those reports compiled by PMG, the principal will provide final approval prior to submission. The table below highlights the measures that will be used to insure there are no conflicts of interest.

SDE Reporting	Responsible for submittal
<i>Student Attendance File:</i> The Student Attendance file contains all of the student attendance that has been verified at the end of each learning period.	Compliance Coordinator - School
<i>Student Demographics File:</i> During each submission window, all 12 files are uploaded and validated through the SRM Test application in the ISEE portal. Note: The PMG Accountability department supports the PIE-IF Compliance and Data Systems Coordinator with troubleshooting any errors and warnings that are more complicated to resolve.	Compliance Coordinator - School
<i>Student Course Enrollment Files:</i> All students have corresponding course information entered into PowerSchool based off of the information entered in StudentTrac, the internal database for PIE.	Compliance Coordinator - School
<i>Special Education Students:</i> All students with an active IEP should have the appropriate SPED information entered by each snapshot date.	Special Education Case Manager - School
<i>Staff Assignment File:</i> Contains staff assignment records for all staff whose employment and assignment dates fall within the specified reporting date range. Staff Assignments and course endorsements are updated based on state guidelines, standards, and certifications	PMG - Human Resources (verified by IF Principal)
<i>Staff Demographic Information:</i> This data contains demographic records for all staff members actively employed at any point during the specified reporting date range.	PMG - Human Resources (verified by IF Principal)
Financial	Responsible for approval
Regular review of balance sheet (total assets, cash, accounts receivable, fixed assets, accounts payable)	Board
Income statement for year (follows GASB standards)	Board
Annual Budget including Budget hearing	Board
Form 990 - Return of Organization Income Tax Exemption	Board
Audited Financials	Board
Any financial transactions over \$10,000. Transactions under \$10,000 reviewed via consent log.	Board

Vendor Selection Process

- See Procurement Policy included in the attached Policy Manual for the process that will be used to ensure vendors are selected in a manner to avoid any potential conflicts of interest.

PIE School Achievement Data

- See attached document - PIE Achievement Data that provides student achievement data from the Pathways In Education schools.
- Please also refer to the PIE-Nampa continuous improvement plan included in the final petition (Appendix F12) for additional data related to Idaho performance standards.

Board Expectations for School Leader

(please see attached Principal job description for further details)

Instructional Leader Understands effective teaching and learning Analyzes data to improve achievement Provides professional learning and development Understands Professional Learning Communities Skilled at providing feedback and evaluations to support growth Builds school climate and culture that supports equity and diversity	Effective Manager Hiring high quality staff members Manage school budget Report to board on data, school events and personnel Manage day-to-day operations, ensuring a safe environment Knowledge of Federal and State education law, IDEA, Section 504 and FERPA compliance
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