

SUBJECT

Pinecrest 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

Pinecrest Academy of Idaho (PAI) is a proposed new public charter school to be located in Twin Falls, Idaho.

PAI will provide an academically challenging learning environment with a strong emphasis on STEM education. PAI plans to partner with ESPs Academica and Pinecrest Academy Inc., Corporate District to replicate the high performing Pinecrest academic model that has been successful in other states. PAI will serve grades K-8 with a planned enrollment of 489 students.

DISCUSSION

See the PAI 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 Pinecrest 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 Pinecrest 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.

OR

A motion to deny the Pinecrest 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



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

TABLE OF CONTENTS

PETITION EVALUATION REPORT	3
Petition Review Summary	4
STANDARDS OF QUALITY	16
Introduction Checklist	17
Section I: Educational Program	18
Section II: Financial and Facilities Plans	20
Section III: Board Capacity and Governance Structure	23
Section IV: Student Demand and Primary Attendance Area	25
Section V: School Leadership and Management	27
Section VI: Virtual and Blended Schools	29

PETITION EVALUATION REPORT

Pinecrest Academy of Idaho



Petition Review Summary

Pinecrest Academy of Idaho (PAI) proposes to open a K-8 STEM school in Twin Falls. The school anticipates serving 364 students at capacity, but intends to begin K-5, adding a grade each of the following three years. The proposed model has produced positive academic results in other states with similar demographics.

PAI intends to partner with an ESP, Academica, for back-office services such as finance, reporting, and HR. The school will also partner with Pinecrest 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 rented facility. However, the Financial and Facility Plan section of the petition does not meet standard due to lack of clarity in both the lease arrangements of an existing facility and the intended construction of a new facility.

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 ↓ <u>MEETS STANDARD</u>	Section 2: Financial & Facilities Plan ↓ <u>DOES NOT MEET STANDARD</u>
Section 3: Board Capacity and Governance Structure ↓ <u>MEETS STANDARD</u>	Section 4: Student Demand & Primary Attendance Area ↓ <u>MEETS STANDARD</u>
Section 5: School Leadership and Management ↓ <u>MEETS STANDARD</u>	Section 6: Virtual Schools ↓ <u>NOT APPLICABLE</u>

Section I: Educational Program

MEETS STANDARD

READ MORE: [Standards of Quality](#)

Comments

The petition presents a well-researched academic program that is verifiably successful in at least two states.

Detail

Strengths:

- The academic plan is well-researched and successful at other schools.
- The school intends to buy in to an accredited corporate district known as Pinecrest Academy, Inc. District membership will ensure that 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 F5 (page 169).
- Schools that buy in to the Pinecrest 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:

- This section of the petition makes reference to many positions and additional staff 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. While this language reflects best-practice implementation of these

programs, the budget reflects minimal staffing and no paraprofessionals, making the plan unlikely to be deliverable as described in the narrative. [I.1.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 and facility services. Academica is experienced in charter school budget management, as reflected in the school's proposed revenues, expenditures, and cash flow.

PAI is seeking to rent space in a church for the first 1-2 years. This space would need little renovation and would meet the needs of the anticipated enrollment. The cost of this lease appears to be \$700 per student in year 1 and \$750 per student in year 2.

Because the school expects to outgrow the rented space by year 3, they anticipate beginning development of a permanent facility after its first or second year of operations. Academica would serve as the developer on this project.

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 and Hawkins Companies (owner of Performance) have provided a letter stating their intent to finance facility improvements for PAI upon approval of the charter petition.
- 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.
- 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:

- Academica charges a management fee of \$450/student. However, this fee is discounted to \$10,000 until the school achieves enrollment of 226 students, and is then annually increased, proportionate to student enrollment, until the full fee is reached. The annual management services fee at full enrollment (489 students) appears to be approximately \$220,000, or 10% of total

anticipated revenue. Other schools in Idaho that outsource similar back office services pay less than \$100,000 annually. [II.1.c](#) and [II.5.a](#)

- Though requested, no cost estimates or documentation from other Academica construction projects are provided. [II.1.b](#)
- Real estate management of school facilities, exempt from property taxes, is the primary source of Academica's financial success. 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](#)
- The example facility lease agreement provided as Appendix F6 (page 187) indicates that an entity related to Academica (Pinecrest Foundation) will lease the space to PAI. As this is not intended to transition into a permanent facility, it appears that this would be a sub-lease situation in which the cost to the school is a flat rate per student regardless of the lease rate paid by the ESP. [II.2.c](#)
- Notes on page 2 of the operational budget template indicate that Vectra Bank will loan the school approximately \$150,000 for furniture, fixtures, and equipment (\$1,000 per student). Documentation is not provided. [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 elsewhere in 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 policy and Articles of Incorporation appear to have been amended to remove references to board director compensation. It does not appear that the 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 petitioners plan to locate Pinecrest Academy in Twin Falls, which currently has only one charter school option for its growing school-age population. The petitioners make a convincing case that more high quality charter school options are needed in the area.

PAI hopes to serve 489 students in grades K-8 at capacity, but intends to begin serving K-5 and add a grade each of the next three years.

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

Charter School Yield Rate* for Twin Falls	% Yield
Most Recent Year Yield (2018-2019)	7.14%
Anticipated Yield 2020-21 (including Pinecrest)	8.96%
Potential Yield Rate (if all operating charters enrolled to capacity)	13.20%
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:

- Petitioners describe the need for more charter schools by citing minimal school choice options in the area and relatively low academic performance in some area schools.
- The model is well conceived and may appeal to local families.
- Petitioners convincingly describe the population growth in the area and the impact the growth has had upon the local school district.

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, finance, 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 Pinecrest 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 and accreditation status.

The school board will regularly evaluate the ESP as a vendor of management services and will hire and evaluate a school administrator who will be a direct employee of the board.

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, \$291,200 (at 364 students); Pinecrest 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 PAI is provided as Appendix E (page 112). 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 PAI and Pinecrest Academy, Inc. Corporate District is provided as Appendix F5 (page 165). The contract defines services provided, costs, and membership requirements.

Concerns:

- The contract for ESP services is between PAI and Academica Idaho, LLC. However, PCSC staff was unable to verify the incorporation of Academica Idaho. It appears that this entity may be incorporated in another state.
- 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 Academica school to serve as board directors for another Academica school. This arrangement may result in over-representation of the ESP's interests in governance work.

Governance Capacity Interview Summary

Petitioning School	Pinecrest Academy of Idaho
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	Alex Castañeda (in-person)
	Connie Stopher (in-person)
	Roy Villaseñor (in-person)
	Lucy Keaton (virtual)

PCSC staff interviewed the Pinecrest Academy of Idaho Board of Directors. The interview addressed the school's academic model, revisions to the petition's financial plan, and the interest and demand for this particular model in Twin Falls.

The board currently consists of four directors, each of whom brings professional expertise to the board. One director is a realtor and a business owner, and has served the community through organizations such as the chamber of commerce and the Boys' and Girls' Club. Another director is the Employment and Training Regional Manager for the Community Council of Idaho, and another is the Executive Director of the Southern Idaho Economic Development Organization. The fourth director lives in Nevada and is recently retired from her position as a school principal for an Academica Pinecrest school. The board intends to grow to 7-9 directors, but wants to do so strategically. They are currently recruiting directors with specific professional areas of expertise, such as legal and accounting.

The three directors who reside in Twin Falls are well connected in their community and appear to take seriously the impact a new charter school could have. PAI's directors have reached out to district and school-level leadership in the area as well as to community members and legislators to discuss the idea of a new charter school. They feel confident that a model not otherwise available to students would be welcomed in their community.

Directors acknowledged that while STEM programs are available to some students in an elective class or as a special experience a few days a week, the Pinecrest model fully integrates STEM concepts into the whole day, thus providing a unique experience. For example, directors described how students will interact with data dashboards that show their progress on a regular basis. They were able to discuss the ownership of learning this practice brings to a school culture as well as the early exposure to data analysis.

As part of their due diligence, PAI's directors visited a Pinecrest school in Nevada. They noted that the demographics they intend to serve in Twin Falls are within a few percentage points of those at the Nevada school for both Hispanic students and students receiving special education services. The Nevada school earned a 5-Star state rating at this school for multiple years under the leadership of one of PAI's directors. All directors expressed confidence that high performance outcomes are achievable by implementing a proven model with supports in place that allow the principal and teachers to focus on student outcomes.

The PAI board appears to have a thorough understanding of the school's planned expenditures. Directors actively engaged in explaining the revisions made to the school's petition regarding management fees, purchased services, and transportation. Additionally, directors were able to clearly explain the various services they intend to receive from Academica and those they intend to receive from the Pinecrest Network of Schools. While the board has not yet had an independent attorney review a drafted contract, this does appear to be planned. Directors discussed the option to choose from a menu of offered services in order to tailor supports to the school's needs in its first years of operation, as well as their intent to adjust which services are purchased over time as the school develops internal capacities.

Overall, the directors appear to be capable of governing independently from the proposed EMO. While they are inexperienced in the charter sector, their professional experience and genuine commitment to their community are important factors in governance capacity.

Strengths of the board:

- Each board director is well-connected within their community.
- Directors are experienced professionals, accustomed to vendor management.
- Directors are passionate about the culture and academic potential of the school.

Areas of concern:

- Directors are inexperienced in the charter school sector.

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 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.).

[Back to petition evaluation report](#)

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.).

[Back to petition evaluation report](#)

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

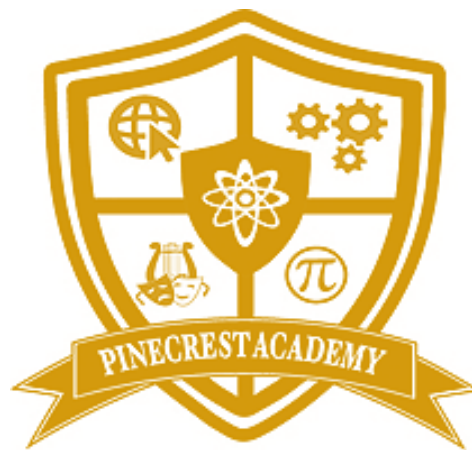
Appendix F: Optional Supporting Documents

- 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.).

[Back to petition evaluation report](#)

Pinecrest Academy of Idaho

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



Proposed Opening: August 2020
Located: Twin Falls School District
Submission Date: August %, 2019

Connie Stopher
richconn@isu.edu

Table of Contents

Narrative

EXECUTIVE SUMMARY	1
I. EDUCATIONAL PROGRAM	2
II. FINANCIAL AND FACILITIES PLANS	39
III. BOARD CAPACITY & GOVERNANCE STRUCTURE	4'
IV. STUDENT DEMAND & PRIMARY ATTENDANCE AREA	' "
V. SCHOOL LEADERSHIP & MANAGEMENT	' *

APPENDICES

APPENDIX A1 – FINANCIAL SUMMARY	66
APPENDIX A2 – PRE-OPERATIONAL BUDGET	67
APPENDIX A3 – THREE-YEAR OPERATING BUDGET	72
APPENDIX A4 – YEAR ONE CASH FLOW PROJECTIONS	76
APPENDIX A5 – FACILITY OPTIONS	77
APPENDIX B – ARTICLES OF INCORPORATION & BYLAWS	82
APPENDIX C – BOARD OF DIRECTORS RESUMES	98
APPENDIX D – SCHOOL ADMINISTRATION & ORGANIZATION CHART	109
APPENDIX E – EDUCATION SERVICE PROVIDER	112
APPENDIX F1 – DISTRICT NOTIFICATION LETTERS	#8%
<u>APPENDIX F2 – COMMUNITY SUPPORT LETTERS</u>	<u>147</u>
<u>APPENDIX F3 – PRINCIPAL EVALUATION</u>	<u>153</u>
<u>APPENDIX F4 – HAWKINS SUPPORT LETTER</u>	<u>164</u>
<u>APPENDIX F5 – PINECREST AFFILIATION AGREEMENT</u>	<u>165</u>
<u>APPENDIX F6 – LEASE AGREEMENT EXAMPLE</u>	<u>187</u>

Narrative

EXECUTIVE SUMMARY

Educational Program

Pinecrest Academy of Idaho's (PAI) educational program is modeled after specific innovative learning methods and strategies that have proven successful in raising student learning and achievement and are constant across the Pinecrest system. PAI will provide all students with a core curriculum of ELA, math, social studies, science, and a rich array of special and elective courses in fine arts, health, physical education, languages, and technical curricula encompassing the STEAM focus of the school.

Mission

Pinecrest Academy of Idaho unites the community to prepare students for college and career.

Vision

At Pinecrest Academy of Idaho, scholars perform at the highest level on all academic measures.

Financial & Facilities Plan

The Pinecrest Academy of Idaho (PAI) 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.

Board Capacity & Governance Structure

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 Demand & Primary Attendance Area

PAI's target attendance area will most likely focus on our families and students in the Twin Falls, Idaho area. Based on these 2018 ISAT results, only 50.8% of the students in the community are proficient in English language arts (ELA), while only 45.6% are proficient in mathematics and 50.1% are proficient in science. What's more, these proficiency results are even poorer when examining specific student subgroups, such as: Hispanic/Latino students and students that participate in the Free and Reduced Lunch program.

School Leadership & Management

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 makes all school-based decisions and establishes procedures for the day-to-day operations of the school.

I. EDUCATIONAL PROGRAM

Pinecrest Academy of Idaho's (PAI) educational program is modeled after specific innovative learning methods and strategies that have proven successful in raising student learning and achievement and are constant across the Pinecrest system. These include, but are not limited to:

- A course guide, lesson plans, and syllabi based on the Idaho Content Standards and national STEAM Standards.¹
- A hybrid, standards-based approach to grading and communication of grades.
- A thematic approach to integrate core areas of study such as: mathematics, reading, language arts, writing, science, and social studies.
- A differentiated approach through blended learning to enhance student learning and goal tracking.
- Appropriate assessments to measure learning (screening, progress monitoring, and diagnostic).
- Data-driven, high-quality differentiated instruction for all students.
- Supplemental programming for student advancement and remediation.
- Research-based instructional practices (i.e., Randy Sprick's Safe and Civil School & CHAMPS, Kagan Cooperative Learning Structures, Blended Learning, and the Components of an Effective Lesson).
- Professional development and support for teachers with research-based practices, advanced curriculum, and technology integration.
- Weekly grade level meetings to review common pacing calendars and lesson plans.
- Data Days and Staff Development Days for ongoing review of campus and system-wide data and professional development workshops.
- Before and after school tutoring for remediation and acceleration.
- Targeted interventions for struggling students performing below grade level.

Student proficiency is a fundamental need and the basis for assimilation and mastery of all curriculum to be implemented. Thus, teachers and staff will have training in and access to instructional materials to reinforce academic skills in all courses. Some of these reinforces include: Structured Independent Reading, Reciprocal Teaching, Vocabulary Development, Cooperative Groups, and Graphic Organizers, to name a few.

In addition, the School will increase learning opportunities for all students through careful, frequent monitoring and assessment of student performance. Emphasis will be placed on low performing students, beginning with identification of those not making adequate progress and/or not demonstrating mastery of the Idaho Content Standards, as adopted. Differentiated instruction and other appropriate measures for targeted instruction will then be instituted for these students, and those who are not performing at grade level will be placed on a Progress Monitoring Plan.

The School's curriculum will serve students of all ability levels and aim for mastery of the Idaho Content Standards for all students. Using data from assessments and other applicable state and

¹ The Center on Standards & Assessment Implementation. WestEd. CRESST. URL: <https://www.csai-online.org/collection/2810> ; last accessed October 2019.

district assessments, PAI will measure its own progress in meeting the needs of its student population. The school will annually develop measurable learning objectives over the major subject areas, to target student learning and development needs in its annual *School Improvement Plan (SIP)*. Idaho Content Standards, as adopted, that are not mastered will be identified, and appropriate measures for remediation will be instituted. Students in need of remediation and students with special learning needs will have access to supervised study time and tutoring after school (and possibly on Saturdays, as well) to accelerate their progress.

PAI will maintain a commitment to the instruction of the Idaho Content Standards and to the mastery of these standards by the students. Additionally, it will encourage teachers to use a variety of instructional methods to deliver the coursework, with an emphasis on infusing STEAM activities into daily instruction. While setting high academic expectations for all students, PAI will provide students the means to reach their academic goals through differentiated instruction methodology and hands-on, inquiry-based investigations in their coursework.

Additionally, educators will be encouraged to exercise freedom in delivery of the content and experiment with new instructional techniques in meeting with the needs of their students. All students learn differently, and teachers will be required to adapt their teaching styles to fit the learning needs of their populations. This student-centered approach ensures the curriculum will be accessible to all students, regardless of level.

Thus, academic excellence and performance will drive teachers' pedagogical efforts and their commitment to students will manifest itself in all aspects of PAI. Teachers will deliver instruction to address the respective Idaho Content Standards by employing effective research-based strategies such as critical-thinking skills, hands-on learning, inquiry-based research projects, science experimentation, technology rich environments, Reciprocal Teaching, and high expectations for all students.

The choice to replicate a successful school system, instead of create an entire curriculum and school model, is responsive to the National Association of Charter School Authorizers' guidance.² Academic excellence as well as financial and organizational performance are the two leading indicators identified by NACSA for use by charter school authorizers in measuring the historical success of the charter school network proposed for replication and by extension the school applicant's potential success. The Pinecrest Academy network of schools answers these requirements sufficiently.

Like that of the schools it will replicate, the Pinecrest Academy of Idaho's educational philosophy is grounded in the expectation of increasing learning opportunities and raising the academic achievement of all of its students through high expectations and character development.

² See [National Association of Charter School Authorizers. *Replicating Quality*. January 2014. URL: \[https://www.qualitycharters.org/wp-content/uploads/2016/01/ReplicatingQuality_ExecutiveSummary.2014.01.pdf\]\(https://www.qualitycharters.org/wp-content/uploads/2016/01/ReplicatingQuality_ExecutiveSummary.2014.01.pdf\). Last retrieved June 26, last accessed October 2019.](https://www.qualitycharters.org/wp-content/uploads/2016/01/ReplicatingQuality_ExecutiveSummary.2014.01.pdf)

Educational Philosophy

The educational philosophy of Pinecrest Academy of Idaho is grounded upon increasing learning opportunities, raising academic achievement, and promoting civic responsibility. The educational program will draw upon Dr. TheodoreSizer's *Coalition of Essential Schools* and its ten principles.³

A sampling of the integration of the ten principles into the PAI educational philosophy includes:

- Principle 1. Learning to use one's mind well. PAI will focus on helping its students learn to use their minds well.
- Principle 2. Less is more, depth over coverage. The PAI faculty will use the Idaho Content Standards to focus on each student mastering a limited number of essential skills and areas of knowledge. Curricular decisions will be guided by the aim of thorough student mastery and achievement rather than by an effort to merely cover content.
- Principle 3. Goals apply to all students. While the goals of each student may vary, PAI will strive for each student to maximize his or her fullest potential.
- Principle 4. Personalization. Teaching and learning will be personalized at every level. The school principal and faculty will provide input into the decisions about the details of the course of study, the use of students' and teachers' time, and the choice of teaching materials and specific pedagogies.
- Principle 5. Student-as-worker, teacher-as-coach. Woven into the school program will be opportunities to stretch students' individual learning habits. The PAI faculty's will balance direct instruction with problem-based learning opportunities to provoke students to be independent learners.
- Principle 6. Demonstration of mastery. Teaching and learning at PAI will be documented and assessed with tools based on student performance of real tasks. Students not at appropriate levels of competence will be provided with intervention and support to assist them to meet grade level standards. Multiple forms of evidence, ranging from ongoing observation of the learner, to completion of specific projects will be incorporated to better understand the learner's strengths and needs. Students will also be recognized for their mastery through various award assemblies and activities.
- Principle 7. A tone of decency and trust. The tone of PAI will explicitly and self-consciously stress values of expectation, trust, and decency. Incentives appropriate for students and teachers will be emphasized. Parents will be key collaborators and vital members of the school community.
- Principle 8. Commitment to the entire school. The PAI principal and teachers will perceive themselves as generalists first (teachers and scholars in general education) and specialists (experts in a particular discipline) second. Staff should expect multiple obligations (teacher-counselor-manager) and a sense of commitment to the entire school's philosophies.
- Principle 9. Resources dedicated to teaching and learning. The PAI budget will provide for student schedules that promote personalization, time for collective planning by teachers, and competitive salaries for staff.

³See *Coalition of Essential Schools. Common Principles*. <http://essentialschools.org/common-principles/>. Last retrieved June 26, October 2019.

- Principle 10. Democracy and equity. PAI will demonstrate nondiscriminatory and inclusive policies, practices, and pedagogies. It will model democratic practices that involve all the school's stakeholders. PAI will honor diversity and build on the strength of its community.

PAI will maintain Pinecrest Academy's underlying purpose, which is academic excellence. The emphasis in the Pinecrest Model is a "push and pull" method of preparing students to maximize upon their potential, wherein all students are pushed together with the most challenging academic program they can handle. Simultaneously, students who are struggling can be pulled together for remediation through supportive learning strategies that extend the classroom learning experience instead of replacing it with remedial material. As a result, students will be better prepared for success in middle and high school (and subsequently college) coursework. These and other Pinecrest best practices (described through this application) are established pillars of the Pinecrest Academy and derived from eighteen years of experience with innovative board members, parents, and educators working together for a common purpose.

Pinecrest schools meet high standards of student achievement through the delivery of a rigorous and relevant curriculum with emphasis on mastery of benchmarks aligned to the Common Core State Standards (CCSS). The Pinecrest Model has already been adapted to both the Florida and Nevada State Standards frameworks. Accordingly, PAI will combine the best practices developed by the Pinecrest network in translating the CCSS standards in those states when making the adjustments necessary to align the Pinecrest Model with the Idaho Content Standards. The standards encompass all content areas, including science, social studies, music, visual arts, health, physical education, and computer and technology. These standards provide a consistent, clear understanding of what students are expected to learn at each grade level. The framework is structured to prepare students for college, the workforce, and to be lifelong learners and responsible citizens.

PAI will provide all students with a core curriculum of ELA, math, social studies, science, and a rich array of special and elective courses in fine arts, health, physical education, languages, and technical curricula encompassing the STEAM focus of the school. Teachers and other support staff will use data from all available assessments to develop and target instruction to meet the needs of all students so that each child can realize his or her highest potential. Units of instruction within and across all grade levels will provide a vertically articulated curriculum framework that scaffolds the skills and knowledge required for success and concomitantly provides teachers with continuous feedback on student progress.

Students who are struggling or are below grade-level will be identified; remediation courses, as well as prescriptive classroom-based strategies, will target gaps. Teachers and other support staff, from all available sources, will drive targeted instruction. The goal of the academic program is to holistically meet the needs of all students, maximizing each child's talents and potential and remediating individual deficiencies.

The Pinecrest Model will provide a solid academic foundation for students to have success at subsequent levels. Cognitive science research in mathematics and reading underscores the emphasis on meaning and understanding, beginning in the early elementary grades. Thus, much

of the curriculum is centered on this approach as well as remediation when necessary. Instruction will emphasize developmental learning while providing differentiated strategies (supports and interventions for struggling students and students with special needs as well as enrichment for advanced learners).

Student Academic Achievement Standards

The School's educational goals for improving student achievement each year aim to increase student proficiency from year to year and that remain competitive with district/state achievement targets and to increase student performance and learning gains annually. The following performance goals were developed with the rationale of reaching the average proficiency levels of the Pinecrest Academy K-8 school model as compared to district averages.

Pinecrest Academy schools in ~~Nevada~~^{Nevada}⁴ and ~~Florida~~^{Florida}⁵ are currently yielding higher proficiency rates than the surrounding area schools while serving higher rates of minority and economically disadvantaged student populations. Thus, by replicating and implementing the same best practices and curriculum in serving the target student population, the School expects to have a similar and/or higher rates of academic growth and improvement as the Pinecrest schools beyond the first year of inception.

Kindergarten through 2nd Grade Reading/Math

Baseline: Baseline scores in grades K-2 will be determined using the iReady Diagnostic assessments administered in Aug/Sept.

GOAL—80% of students in grades K-2 will have made learning gains in Reading and Mathematics as measured by results on iReady Diagnostic (pre- and post-tests) administered in the fall and spring of the inaugural school year.

Third through 6th Grade:

Incoming Baseline of student academic achievement – The expected incoming baseline for grades 3-8 in Year 1 was determined using the average performance of students in the Twin Falls District for the 2018 assessment year. The rationale is that the School's incoming students are presumed to be representative of the demographics of that District. Because the incoming baseline projected here may not actually be the exact student population in year 1 of the school, the goals and projections below establish the basis for academic growth and improvement that students are expected to show each year but will be realigned once the school collects actual baseline data after the first year of operation.

- ELA
 - **Baseline:** 49.71% - Twin Falls District Grade K-8 ELA Average on the ISAT
 - **GOAL—At least 60% of students in Grades K-8 will meet high standards in ELA**, as evidenced by scoring proficient or higher on the ISAT ELA within the first year of operation. In years 2 through 5, the cohort will grow 2% annually.

⁴ See Nevada Report Card– <http://nevadareportcard.com/>. Last retrieved June 25, 2019.

⁵ See Florida Department of Education <http://www.fldoe.org/accountability/assessments/k-12-student-assessment/results/2017.shtml#ARR>. Last retrieved June 25, 2019.

- **Rationale:** 77% of Pinecrest Academy students in grades 3-8 scored proficient or higher on the FSA ELA during the 2018 testing year.
- Mathematics
 - **Baseline:** 44.71% - Twin Falls District Grade K-8 Mathematics Average on the ISAT
 - **GOAL: At least 60 % of students in grades K-8 will meet high standards in Mathematics,** as evidenced by scoring proficient or higher on the ISAT in Mathematics within the first year of operation. In years 2 through 5, the cohort will grow 2% annually.
 - **Rationale:** 81% of Pinecrest Academy students in grades 3-8 scored proficient or higher on the Mathematics during the 2018 testing year.
- Science
 - **Baseline:** 53.55% - Twin Falls District Grades 5th and 7th Science Average on the ISAT
 - **GOAL—At least 60% of students in Grades 5th and 7th will meet high standards in Science,** as evidenced by scoring proficient or higher on the ISAT Science within the first year of operation. In years 2 through 5, the cohort will grow 2% annually.
 - **Rationale:** 62% of Pinecrest Academy students in grades 5th and 7th scored proficient or higher on the FSA Science Assessment during the 2018 testing year.
- Learning Gains
 - GOAL: At least 60% of students in grades K-8 will make learning gains on ISAT ELA by:
 - Improving one or more achievement levels from one year to the next; or
 - Level 1 and 2 students increasing their score from one subcategory to a higher subcategory; or
 - Level 3 students maintaining a Level 3 or improving their score by at least 1 point from one year to the next; or
 - Level 4 students: Maintaining a level 4 from one year to the next.
 - GOAL: At least 60% of students in grades K-8 will make learning gains on ISAT Math by:
 - Improving one or more achievement levels from one year to the next; or
 - Level 1 and 2 students increasing their score from one subcategory to a higher subcategory; or
 - Level 3 students maintaining a Level 3 or improving their score by at least 1 point from one year to the next; or
 - Level 4 students: Maintaining a level 4 from one year to the next.

Key Educational Design Elements, Curricula, Tools, & Instructional Methods

Instrumentation: Select universal screeners and standardized assessments are used by Pinecrest Academy of Idaho to monitor students' academic progress, academic performance, and trend analysis. Commercially appropriate assessments, instruments, and curriculum will be used to

assist in the development of daily lessons, weekly units of instruction, and short and long range instructional goals. Pinecrest Academy of Idaho will use one or more of the following assessments: ISAT (Idaho Standards Achievement Test), Idaho Reading Indicator, Measure of Academic Progress (MAP), iReady, World-Class Instructional Design and Assessment (WIDA), PSAT, SAT, and Idaho Alternative Assessment (IDAA) to provide insight into further classroom instruction. Teacher created informal assessments will be used to regularly monitor student progress.

Data Collection: Pinecrest Academy of Idaho teachers will screen students at the beginning of the year to determine current levels of academic performance. Once the data from these screeners have been analyzed and interpreted, instructional objectives will be determined. Along with state mandated assessments, a variety of data points will be collected. These data points will be assembled virtually and shared in grade-level meetings along with other student performance artifacts for the purposes of reporting individual student growth and progress for teacher and administrative use in creating meaningful and purposeful instructional activities to meet the needs of all students.

Data Analysis: Pinecrest Academy of Idaho will form data teams comprised of grade level teachers and groups of instructors who teach similar content such as math, ELA, science, and social studies. The purpose of these data teams is to assist in monitoring student progress. Data teams will compile progress-monitoring data on a quarterly basis (or during interim testing and when evaluating instructional impact) and will disaggregate the results for cohorts. Data teams will meet monthly to evaluate data and correlate to instructional decision, review progress-monitoring data at grade level and classroom level to identify students and their academic levels; identify professional development to enhance students' achievement levels; collaborate, problem solve, share effective practices, evaluate implementation, make decisions, and practice new programs and skills; as well as facilitate the process of building consensus, increasing infrastructure, and making decisions about implementation.

Instructional Changes and Interventions (Corrective Actions) based on Data:

Administrators and data teams will use data analysis to collaboratively develop instructionally focused calendars with timelines for addressing targeted strands as denoted in assessed benchmarks. Instructors will adjust their instruction, monitor student progress, and select appropriate classroom activities to work on student deficiencies and to guide differentiated instruction.

Students who are identified as academically “at risk” via the universal screening process and who are not already identified with an IEP, will be referred to Pinecrest Academy of Idaho’s Student Academic Behavioral Intervention Team (SABIT). Pinecrest Academy of Idaho’s SABIT team will be comprised of a staff member from every general education grade level and the special education teacher or designee selected by the teacher. The SABIT team notifies the parent(s) that his/her/their child will be entering the SABIT program, which will provide interventions in all areas of the student’s deficiencies.

Once the student is identified, the SABIT team writes goals for the student in the area of deficiency, provides intensive interventions, and monitors weekly progress. The interventions

and progress-monitoring tool provided would be interventions and tools that have been validated through research and determined effective by the SABIT team. The SABIT team reviews the student's progress according to the progress-monitoring data every four weeks and adjusts instruction when a student is not showing progress through trend analysis. If the student is not showing progress after every four weeks of data analysis, the teacher attempts a variety of intensive interventions and strategies designed to facilitate the child's learning within that classroom. Interventions may be intensified by providing more daily or weekly time on the intervention, providing interventions in a smaller group setting or individualized, or by compiling a combination of intervention that may work.

Pinecrest Academy of Idaho has adopted researched base core curriculum to support the academic program at the school. Below is an explanation of each program to be implemented:

Content Area	Core Curriculum	Supplemental Curriculum
Mathematics	<p>Everyday Math: (K-5) Elementary teachers and 5th grade teachers will implement the Everyday Math Curriculum based on Nevada Academic Content Standards, using the program consistently and uniformly across all campuses. https://connected.mcgraw-hill.com/connected/login.do</p> <p>i-Ready & Ready Classroom: (K-5) materials have been accepted as ICSs aligned supplements. http://www.curriculumassociates.com/products/ready-common-core-overview.aspx https://www.teacher-toolbox.com/</p> <p>SpringBoard: Grades 6-8 will use the Math Springboard Curriculum based on Nevada Academic Content Standards and use the program consistently and uniformly across all campuses. https://pinecrestnv.springboardonline.org/ebook/login</p>	<p>Calendar Routine & Math Message (K-2 optional): Teachers in first and second grade may shift away from traditional calendar routines to better meet the needs of their class. These routines establish repetitive practice of essential mathematical skills pertaining to the grade level and real world.</p> <p>Math Made Fun! (K): An engaging math supplement that includes daily differentiated lessons, pre- and post-assessments, and hands-on centers.</p> <p>Number Talks (K-5): Number talks activities are meant to develop and review number sense concepts. http://www.insidemathematics.org/classroom-videos/number-talks</p> <p>ST Math Test Drives: Teachers will incorporate these tools into whole and/or small group instruction, whenever possible, to promote the link between blended learning programs, curriculum, and the ICS. https://web.stmath.com/entrance/jijiconsole.html</p> <p>Achieve the Core: https://achievethecore.org/category/854/mathematics-lessons</p>
Reading	<p>Wonders Reading Series: Grades K-5 will implement the Wonders Reading Series based on Nevada Academic Content Standards and use the program consistently and uniformly</p>	<p>Novels & Supplements: Grades 2-8 will use non-fiction reading material and novel sets) based on Idaho Content Standards. Novel studies should be standards-based and focused on student application of the standards through</p>

	<p>across the campus. https://connected.mcgraw-hill.com/connected/login.do</p> <p>iReady: Grades 2-5 will implement the iReady Classroom curriculum based on Nevada Academic Content Standards and use the program consistently and uniformly across the campus. https://teacher-toolbox.com/toolbox</p> <p>SpringBoard Curriculum: Grades 6-8 will use the ELA Springboard Curriculum based on Nevada Academic Content Standards and use the program consistently and uniformly across all campuses.</p>	<p>the reading. Pinecrest teachers do not simply teach novels. They teach standards through novels. Resources used to teach novels are expected to be standards-based, rigorous, of high quality, and preferably not a packet.</p>
Science	<p>Houghton Mifflin Science Fusion: <i>Fusion</i> provides informational texts along with many hands-on labs. Teachers and students have access to <i>ThinkCentral</i>, which provides interactive labs.</p> <p>Pearson Interactive Science: Program provides a variety of interactive tools to help support, extend, and enrich classroom instruction.</p> <p>Pearson Interactive Science (pacing Adv): Interactive Science embodies the 21st century learner by infusing the core subjects and themes throughout the program; provides continuum of accelerated intervention strategies</p> <p>Physical Science: CPO Science: CPO Science-rich in STEM connections and aligned with NGSS</p> <p>Biology: Pearson Prentice Hall Miller & Livine Biology: Biology- text that will prepare students for advanced coursework.</p>	<p>Gizmos Zaner-Blosser <i>I Read to Write Science Weekly</i>, Brain Pop, <i>Think Central</i></p> <p>Gizmos, Brain Pop</p> <p>Gizmos, Khan Academy, Brain Pop</p>

Reading/English Language Arts (ELA)

The school's English Language Arts program is to provide instruction for mastery of the ICS, making students college and career ready at the conclusion of their high school career as well as 21st century literate. Teachers will provide instruction in Language Arts to promote academic excellence in Reading, Writing, Speaking & Listening, and Language. The grade specific ICS will guide instruction at each grade level and help ensure that students gain adequate exposure to an increasingly complex range of texts and tasks as they progress from grade to grade. The courses will cover the application of the writing process, effective use of speaking and listening and language skills, and higher-order critical thinking and literacy skills in preparation for overall post-secondary studies.

To build a foundation for college and career readiness in language, students must gain control over many conventions of Standard English grammar, usage, and mechanics as well as learn other ways to use language to convey meaning effectively. The school will provide students with increasingly complex texts to aide student growth in reading comprehension and expose them to complex vocabulary. Similarly, students will be given writing tasks that engage them to use writing as a way of offering and supporting opinions, demonstrating understanding of the subjects they are studying, and conveying real and imagined experiences and events. Students will plan, revise, edit, and publish their writing. Via the writing process, students will appreciate that a key purpose of writing is to communicate clearly to an external audience and subsequently they will begin to adapt the form and content of their writing to accomplish a particular task and purpose.

Students will master reading, writing, and verbal skills through continuous infusion of literacy skills in all subject areas. The ELA program will include instructional strategies for students reading at grade level or higher, as well as for students who are reading below grade level. The program emphasizes critical and creative thinking skills through instruction aligned to the Idaho Content Standards. Lessons will be based on broad topics covering the reading process, literary analysis, the writing process, communication, information and media literacy.

Students will also engage in research projects as a means to develop the capacity to build knowledge on a subject and to respond analytically to literary and informational sources. To meet these goals, teachers will be expected to provide students significant opportunities and time for writing and producing numerous pieces over short and extended time frames throughout the year. Through Language Arts, students will also be required to develop a range of oral communication and interpersonal skills through whole group discussions as well as individual, partnered and small group presentations. Through these, students engage in contributing accurate, relevant information, responding to and developing what others have said, making comparisons and contrasts, and analyzing and synthesizing a multitude of ideas through various language arts domains.

Students will receive 90 minutes of consecutive, uninterrupted daily instruction in Reading/Language Arts. The School will follow the state standards in the instruction of Reading using placement procedures for Intensive Reading and following the same frequency of delivery and timelines for progress monitoring at all Tiers of instruction. The school will use interventions; carefully selected supplemental instructional materials grounded in scientifically based reading research and progress monitoring tools proven successful at the Pinecrest schools being replicated. Students, who have been identified through the RtI/MTSS process as Tier 2, will receive a minimum of 30 minutes of uninterrupted daily immediate intensive intervention (iii) in addition to instruction in the 90-minute block. Individual intervention beyond the initial block and iii is required for students, which have been identified through the RtI/MTSS process as Tier 3. Students in need of immediate intensive intervention may be scheduled for a minimum of an additional 30 minutes daily during the school day or afterschool.

English Language Learners (ELLs) will have the same instructional time as non-ELLs for language arts/reading. Students with Disabilities (SWD) will have the same instructional time (90 minutes of uninterrupted daily instruction) in reading/language arts only within a single

instructional setting. The general education classroom will be the first placement consideration for scheduling and providing access to these courses for students with disabilities.

K-5 instruction in language arts includes English, reading process, literary analysis, writing process and applications, communication, information and media literacy. Student mastery of the basic skills, including cursive writing, will be in accordance with the criteria established by current Idaho requirements and frameworks. Key strategies include:

Universal Design of Learning: used as a guide to instructional design and delivery in all curriculum development. Universal Design of Learning is a framework for flexible, differentiated instructional approaches that includes flexible methods for presentation, expression and active learning, and student engagement, so all students (e.g., students with disabilities, ELLs) can participate fully in core instruction.

Centers/Differentiated Instruction - Reading centers will be set up throughout the classroom in various areas that allow students to work independently or in a small group setting using instructional materials to explore and expand their literacy. During this time, students are engaged in a variety of activities that reinforce and extend learning without the assistance of the classroom teacher. Students will practice reading, writing, speaking, listening, and working with letters and words. Manipulatives such as magnetic letters and sound letter cards are used to increase active participation and provide additional guided practice through multi-sensory approaches. For example during:

Guided reading center, students work with the teacher to read and practice the weekly reading strategies and skills using text at their level.

Writing center, students are practicing their writing skills related to the week's writing focus. Students are moving through the writing process at their own pace.

Test prep center, students are participating in practice of reading skills and strategies relevant to their grade level grade reading. Students work independently and alongside a teacher when it is time to review the content.

Technology center, students use technology such as Reading Plus and receive reading enrichment that challenges them according to their reading rate and comprehension level.

The grade specific standards will guide instruction at each grade level and help ensure that students gain adequate exposure to an increasing complex range of texts and tasks as they progress from grade to grade. Using pacing guides for instruction, the school's curriculum will cover the standards within each of the clusters in each strand.

Grades 6-8 Courses: Students will be required to successfully complete three middle school annual courses in Language Arts, which emphasize literature, composition, and technical text. The following ELA courses will be offered:

Intensive Reading: Courses will be in addition to the required Language Arts courses in grades 6-8.

As part of the school's rigorous program, students who score below required proficiency levels on the FSA for English/Language Arts may be placed in an intensive reading course.

Instructional Materials: The school plans to use a mixture of board-adopted and teacher-selected instructional materials, including digital software and multimedia in the instruction of Reading/Language Arts to differentiate between the regular and advanced curriculum. The school commits to use these or other digital materials as appropriate for use by the charter school.

Research-Based Instructional Materials (ELA/Reading)

<p>Wonders Reading Series: Grades K-5 will implement the Wonders Reading Series based on ICS and use the program consistently and uniformly across the campus. https://connected.mcgraw-hill.com/connected/login.do</p> <p>iReady: Grades 2-5 will implement the iReady Classroom curriculum based on ICS and use the program consistently and uniformly across the campus. https://teacher-toolbox.com/toolbox</p> <p>SpringBoard Curriculum: Grades 6-8 will use the ELA Springboard Curriculum based on ICS and use the program consistently and uniformly across all campuses.</p>	<p>Novels & Supplements: Grades 2-8 will use non-fiction reading material and novel sets) based on Idaho Content Standards. Novel studies should be standards-based and focused on student application of the standards through the reading. Pinecrest teachers do not simply teach novels. They teach standards through novels. Resources used to teach novels are expected to be standards-based, rigorous, of high quality, and preferably not a packet.</p>
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Writing

The writing standards focus mainly on text types, responding to reading, and research. To build a foundation for college and career readiness, students need to learn to use writing as a way of offering and supporting opinions, demonstrating understanding of the subjects they are studying, and conveying real and imagined experiences and events. The standards acknowledge the fact that whereas some writing skills, such as the ability to plan, revise, edit, and publish, are applicable to many types of writing, other skills are more properly defined in terms of specific writing types: arguments, informative/explanatory texts, and narratives. The expectation is that students learn to appreciate that a key purpose of writing is to communicate clearly to an external audience and they begin to adapt the form and content of their writing to accomplish a particular task and purpose. It is also important that students develop the capacity to build knowledge on a subject through research projects and to respond analytically to literary and informational sources. To meet these goals, teachers will be expected to provide students significant opportunities and time and to writing, producing numerous pieces over short and extended time frames throughout the year.

Teachers will deliver lessons that focus on the following areas:

Purpose, Focus, and Organization: These lessons will enable the student to write sustained and consistently focused within the purpose, audience, and task; and the student has a clearly stated controlling idea and effective organizational structure creating coherence and completeness.

Evidence and Elaboration: The main focus in this area is to provide additional resources to

enable students to elaborate within their responses providing thorough and convincing support/evidence for the controlling idea or main idea that includes the effective use of sources, facts, and details.

Conventions of Standard English: Additional lessons will focus on grammar usage and conventions both written and via the use of technological tools. This will enable students to respond demonstrating an adequate command of basic conventions.

Other primary instructional strategies include: **Kinesthetic Aids**- Prewriting and organizational skills are taught through the use of a graphic organizers; **RACE** -(restate, answer, cite and explain) responses will be expected from students to instill the need for evidence-based answers in alignment with the requirements outlined in the FSA writing rubrics; **RAFT** - essay writing that includes a role, audience, format and a topic, plus a strong verb; **SPADE** (*Survey, Predict, Annotate + Analyze, Additional Reads, Dissect Questions, Evidence*) reading strategy for teachers to use to improve reading comprehension.

Research-Based Instructional Materials (Writing)

Wonders Writing and Jane Schaffer: Grades K-1 will implement the Wonders Reading Series in conjunction with Jane Schaffer writing strategies. All lessons will be based on Idaho Content Standards. Implementation will happen consistently and uniformly across all campuses.

Ready Writing/Wonders and Jane Schaffer: Grades 2-5 will implement the Ready Writing curriculum in conjunction with Jane Schaffer writing strategies. All lessons will be based on Idaho Content Standards. Teachers may use whichever elements of the program are available at their respective campus to teach the Idaho Content Standards and support Wonders Reading.

SpringBoard and Jane Schaffer: Grades 6-8 will implement SpringBoard in conjunction with Jane Schaffer writing strategies, based on Nevada Academic Content Standards. Implementation will happen consistently and uniformly across all campuses.

In grades K-5 students will receive 150 minutes of weekly instruction with a minimum of 30-minute instructional blocks. For Advanced Classes in 6-8: *SpringBoard* activities and Writing Workshops will deepen students' knowledge of writing process, types, and purposes so that students can produce clear and coherent writing ready for publication. The Embedded Assessments and Writing Workshops provide a comprehensive writing curriculum to foster effective teaching and learning to ensure that all students are prepared for the writing demands of high-stakes state assessments, Advanced Placement courses and exams as they progress unto high school.

Mathematics

Students will receive 60 minutes of consecutive and uninterrupted, daily instruction in mathematics. Students with disabilities will have the same instructional time as their non-disabled peers. The required program of study for Mathematics is aligned to state requirements. The School will develop students understanding of mathematical concepts as well as their ability to engage mathematics to reason, communicate, and problem solve making them able to remain competitive in an ever changing, fast-paced and technology-rich society. The cultivation of these skills will help students develop numerical literacy, wherein they will have acquired the

mathematical knowledge, problem-solving ability, and communication skills required to excel at or above grade level expectations.

The School's mathematics curriculum intends to develop students' understanding of mathematical concepts as well as their ability to engage mathematics to reason, communicate, and problem solve making them able to remain competitive in an ever changing, fast-paced and technology-rich society. Using the curriculum Pacing Guides, teachers will be able to plan for mathematics lessons that meets the ICS and achieve at minimum a year's worth of learning for each student covering the Mathematics Standards under each domain (Counting and Cardinality; Operations and Algebraic Thinking; Number and Operations in Base of Ten; Measurement and Data; Geometry and Number and Operations – Fractions).

In grades 6-8, the ICS describe the mathematical skills and concepts all students need for success in college and careers and are organized by grade level in the following domains: Grade 6/7: Ratios and Proportional Relationships, The Number System, Expressions and Equations Geometry, Statistics and Probability; Grade 8: The Number System, Expressions and Equations, Functions, Geometry, Statistics and Probability.

The Standards for Mathematical Practice describe the characteristics of mathematically proficient students. These standards describe how students should use mathematics and provide a mechanism through which students engage with and learn mathematics.

Mathematical Practices:

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning for of others.
4. Model with Mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

The Mathematical Practice Standards remain the same at each grade level; however, students will engage with and master new and more advanced mathematical ideas as they progress through each grade level. Accordingly, the Practice Standards will be taught and practiced in conjunction with the Content Standards at each grade level.

K-5 Centers/Differentiated Instruction -Teachers will use varying methods of instruction to address diverse learning styles. Examples are as follows:

Classroom is arranged to enable active engagement by all students:

- Whole-group instruction
- Teacher-led small groups instruction (based on data and depending on student need)
- Cooperative learning groups
- Independent student centers

Sample Math Centers – The number of students in each group may vary based on understanding

of concept. If a student is struggling with daily concept the teacher may provide scaffolding and support through:

- Reteach - worksheets for better understanding
- Enrichment- teacher provides worksheet that "level up" concept
- Mathletics- challenges students' based on level and allows students to choose a concept to practice
- Mathematics "print rich environment" - math word walls and bulletin boards will reflect taught and current mathematics topics

Grades 6-8 Courses: Students will be required to successfully complete three middle school annual courses in Mathematics.

Instructional Materials: The School plans to use standards-aligned instructional materials, including digital software and multimedia in the instruction of Mathematics. The school commits to use these or other digital state-adopted materials as approved by the district/state for use by the charter school.

Research-Based Instructional Materials (Mathematics)

Core Curriculum	Supplemental Curriculum
<p>Everyday Math: (K-5) Elementary teachers and 5th grade teachers will implement the Everyday Math Curriculum based on ICS, using the program consistently and uniformly across all campuses. https://connected.mcgraw-hill.com/connected/login.do</p> <p>i-Ready & Ready Classroom: (K-5) materials have been accepted as ICSs aligned supplements. http://www.curriculumassociates.com/products/ready-common-core-overview.aspx https://www.teacher-toolbox.com/</p> <p>SpringBoard: Grades 6-8 will use the Math Springboard Curriculum based on ICS and use the program consistently and uniformly across all campuses. https://pinecrestnv.springboardonline.org/ebook/login</p>	<p>Calendar Routine & Math Message (K-2 optional): Teachers in first and second grade may shift away from traditional calendar routines to better meet the needs of their class. These routines establish repetitive practice of essential mathematical skills pertaining to the grade level and real world.</p> <p>Math Made Fun! (K): An engaging math supplement that includes daily differentiated lessons, pre- and post-assessments, and hands-on centers.</p> <p>Number Talks (K-5): Number talks activities are meant to develop and review number sense concepts. http://www.insidemathematics.org/classroom-videos/number-talks</p> <p>ST Math Test Drives: Teachers will incorporate these tools into whole and/or small group instruction, whenever possible, to promote the link between blended learning programs, curriculum, and the ICS. https://web.stmath.com/entrance/jijiconsole.html</p> <p>Achieve the Core: https://achievethecore.org/category/854/mathematics-lessons</p>

Students below grade level - If a middle school student scores at Level 1 or Level 2 on the statewide-standardized assessment in mathematics, then the following year the student will receive remediation.

Grades 6-8 Additional Technology Resources/Supplements: Technology will also be integrated into the mathematics curriculum to enable students to explore, visualize, solve, and better describe the concepts they are learning. Graphing software, calculators, computers, and interactive white-boards are some of critical technology tools that will be used as part of an effective mathematics program, as applicable.

Science

The Science curriculum will incorporate an inquiry-based approach to learning. The Science Curriculum addresses critical domains in science: The Nature of Science, Earth and Space Science, Life Science, and Physical Science to meet the specified annually assessed and content-sampled benchmarks found in the NG-SSS. Using pacing guides, teachers will plan science instruction that meets the standards benchmarks grouped in nine-week clusters. The School will incorporate an inquiry-based approach to learning of the central science themes: matter and energy, force and motion, earth and space, processes of life, and the scientific method. Students will participate in monthly *Scientist of the Month* projects in order to provide them with the ability to apply and practice the scientific method. Moreover, students will participate in weekly hands-on science investigations in the classroom, exposing students to the scientific process and scientific thinking. In grades 5-8 students will be encouraged to participate in Science Clubs where they will be able to explore and investigate the steps to the scientific method.

Differentiated Instruction in the Science Classroom

To meet the individual needs of students, teachers will also provide differentiated instruction opportunities through enhancement of conceptual understanding of the Next Generation Science Standards/ICS via varying entry points of instruction, learning tasks, and outcomes, which include but are not limited to:

Five “E” Instructional Model

1. Engagement
2. Exploration
3. Explanation (& Elaborate)
4. Evaluate
5. Extend

This approach takes students through the learning cycle by tapping into prior knowledge and experiences, new explorations and investigations.

Engage - These activities mentally engage students with an event or question. Engagement activities capture students' interest and help them to make connections with what they know and can do. The teacher provides an orientation to the unit and assesses students' prior understanding of the concepts addressed in the unit.

Explore - Students encounter hands-on experiences in which they explore the concept further. They receive little explanation and few terms at this point, because they are to define the problem or phenomenon in their own words. The purpose at this stage of the model is for students to acquire a common set of experiences from which they can help one another make sense of the concept. Students must spend significant time during this stage of the model talking about their experiences, both to articulate their own understanding and to understand another's viewpoint.

Explain – Only after students have explored the concept does the curriculum and/or teacher

provide the scientific explanation and terms for what they are studying. The teacher may present the concepts via lecture, demonstration, reading, or multimedia (video, computer-based). Students then use the terms to describe what they have experienced, and they begin to examine mentally how this explanation fits with what they already know.

Elaborate/Extend - Students elaborate on their understanding of the concept. They are given opportunities to apply the concept in unique situations, or they are given related ideas to explore and explain using the information and experiences they have accumulated so far. Interaction between the students is essential during the elaboration stage. By discussing their ideas with others, students can construct a deeper understanding of the concepts.

Using NGSS standards for Science, teachers will develop lessons using strategies that incorporate the following **Essential Science Components: Preparing Students for Learning and Prior-Knowledge Assessment** - “frontloading” to elicit prior knowledge related to real-life experiences and applications. Strategies: Using graphic organizer, Concept Mapping, KWL, showing a video clip, conducting a demonstration, using literature.

Developing Active Learners - *Students can become active learners by providing opportunities for them to construct their own understanding. These situations should require students to organize, classify, interpret, and draw conclusions about real-life mathematical and scientific problems.* Strategies: Posing open-ended questions, real-life scenarios to solve, or situations requiring higher order thinking skills.

Differentiated Instruction - *A variety of instructional formats will be used in the classrooms to make sense of the content and to construct meanings from new situations. The School will provide opportunities for small-group work, individual exploration, peer instruction, and whole class discussion and inquiry-based instruction.* Strategies: Using scientific laboratory equipment, hands-on activities, and technology-based activities.

Integrated Teaching - *Students must recognize the various roles that science plays in real life. The connection and application of science will motivate, give meaning to, and reinforce student learning.* Strategies: Posing authentic problems to solve; bridging and activities that involve students in critical thinking, process skills, and product development.

Critical Thinking and Higher-Order Questioning - *Use effective, open-ended questioning techniques that encourage student inquiry. Encourage students to pose their own questions, evaluate the information presented, and make informed decisions about the information. Examples would include, “How would you solve a similar situation?” or “What criteria would you use to ...?”* Strategies: Elaborating, analyzing, hypothesizing, and evaluating.

Strategies will be implemented to increase awareness of Science programs and initiatives as well as to ensure student success and mastery of Next Generation Sunshine State Standards, the FS Standards for Literacy in Science, and the FS Writing Standards for Science, as follows:

- Commit to hands-on science learning experiences- science teachers will incorporate at least 75 minutes of laboratory experience per week into their instruction;
- Encourage development of science clubs as well as Science/math related honor societies;

- Encourage students to participate in hand-on activities such as those proposed in SECME;
- Allocate time for Science and mathematics teachers to work together to plan the integration of science and mathematics to support the curriculum of their specific courses (e.g. mathematics and science teachers at the School will include meaningful mathematics and science projects that emphasize the content strands and can be incorporated into classroom and home learning assignments);
- Integrate technology and literacy (e.g. CRISS strategies for mathematics and science) as a part of their effective teaching strategies;
- Utilize current research-based programs and high quality materials with documented success; and
- Inform the community and the parents about the curriculum, assessment, and courses necessary to pursue various career options through a Family Math/Family Science and Technology Night.

K-5 Instruction: Students in grades K-1 will receive 60 minutes per week of science instruction, while students in grades 2-5 will receive 150 minutes per week of science instruction covering the Next Generation Sunshine State Standards. Students will participate in weekly hands-on science investigations, which will expose students to scientific processes and scientific thinking. Students will be encouraged to participate in Science Labs and Science Fairs where they will be able to explore and investigate the steps to the scientific method. These activities will allow students to recognize the various roles that science plays in real life. The connection and application of science will motivate, give meaning to, and reinforce student learning.

Grades 6-8 Courses Students will be required to successfully complete three middle school annual courses in Science.

Instructional Materials: The school plans to use standards-aligned instructional materials, including digital software and multimedia in the instruction of Science.

Research-Based Instructional Materials (Science)

Grades	CORE	Supplement/ Technology	Rationale All Materials Aligned to NGSS
K-5	Houghton Mifflin Science Fusion	Gizmos Zaner-Blossser <i>I Read to Write</i> <i>Science Weekly</i> Brain Pop <i>Think Central</i>	<i>Fusion</i> provides informational texts along with many hands-on labs. Teachers and students have access to <i>ThinkCentral</i> , which provides interactive labs.
6-8	Pearson <i>Interactive Science</i>	Gizmos Brain Pop	Program provides a variety of interactive tools to help support, extend, and enrich classroom instruction.

6-8 Advanced	Pearson <i>Interactive Science</i> (pacing Adv) Physical Science: <i>CPO Science</i> Biology: Pearson Prentice Hall <i>Miller & Livine Biology</i>	Gizmos Khan Academy Brain Pop	Interactive Science embodies the 21 st century learner by infusing the core subjects and themes throughout the program; provides continuum of accelerated intervention strategies CPO Science- rich in STEM connections and aligned with NGSS Biology- text that will prepare students for advanced coursework
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Additional Science instructional materials will be gathered for lesson plans using the following resources:

- Scientific magazines such as Science Weekly and National Geographic Resources
- National Institute for Science Education
- National Science Teachers Association

Social Studies

The School will deliver a Social Studies curriculum that will prepare students to achieve mastery of Social Science ICS as well as content area literacy standards for all grades. Social Studies education will promote loyalty and love of country and community, and it will prepare students to participate intelligently in public affairs. Its component disciplines foster in students the knowledge and skills needed to understand current political and social issues. Social Studies education will provide students with an understanding of the democratic principles and ideals upon which good citizenship is founded and an understanding of the world beyond their borders.

The comprehensive Social Studies program will:

- Emphasize content, concepts, and skills from the social sciences, the humanities, and, where appropriate, mathematics, and the natural sciences;
- Reflect a clear commitment to democratic beliefs and values;
- Encourage civic responsibility and active participation;
- Promote high expectations for all students;
- Incorporate a multicultural perspective;
- Reinforce the development of a global perspective;
- Promote understanding of social, political, and economic institutions;
- Encourage student involvement in community service;
- Focus on the identification of the potential solutions to local, national, and world problems;
- Involve students in their learning by using a variety of teaching strategies and instructional materials; and
- Promote an interdisciplinary approach to learning.

The school will use school-created pacing guides for K-8 to support mastery of ICS and incorporate the following topics in the Social Science curriculum:

- African-American History (K-8)

- Holocaust Education (K-8)
- Hispanic Contributions to the United States (K-8)
- Women’s Contributions to the United States (K-8)
- Sacrifices made by veterans in protecting democratic values (K-8)
- History of Idaho (K-8)
- History and content of the Declaration of Independence and the U.S. Constitution (K-8)
- Digital Citizenship (K-5)
- Multicultural education (K-8)
- Character Education (K-8)
- Economic Education (6-8)
- History of the U.S., including the period of discovery, early colonies, the War for Independence, the Civil War, the expansion of the U.S. to its present boundaries, the world wars, and the civil rights movement to the present (Grade 8)

Instructional Strategies

Use visuals such as graphs, maps, information and digital materials (google earth) in social science instruction. The School will also use Newspapers as a literacy enrichment supplement and to incorporate data analysis daily by means of graphs and charts and will integrate Reading and Writing strategies within the Social Science Content using Literacy Standards for Social Science.

Claim Evidence Reasoning (C-E-R) - requiring students to state a **claim** (may be in response to a question); to provide **evidence** to support the claim, and state a **reason** why the evidence answers the question.

Inquiry-based learning – though primary sources of information - allowing students to: **Connect:** to prior knowledge, interpreting and questioning an information source; **Wonder:** develop focus questions to guide their inquiry investigations; **Investigate:** use a combination of primary and secondary sources to pursue their questions in depth; **Construct:** organize and draw conclusions from the information to confront conflicting ideas and form and defend their evidence-based opinions; **Express:** develop a product to demonstrate their new understandings and share with others, they solidify their own learning; and **Reflect:** think about what they have learned about the topic or idea and about inquiry itself.

History Labs require in-depth learning and thinking on the part of the student guided by an essential question, analysis of primary or secondary source documents, and ending in a rigorous writing assignment or other rigorous learning task. History/Social Science labs ensure that engaging lessons are designed to increase student skill level in interpreting documents. School-based “**Civics in a Snap Lessons**” in grades K-5 will support the scaffolding of civic knowledge and dispositions. School-based “**Civic Engagement Lessons**” in grades 3-5 will support the scaffolding of civic knowledge and dispositions.

Stimuli Based Instruction using primary or secondary sources of information, emphasizing content/skills explicitly stated in standards/benchmarks, to increase student content knowledge, analytical skills, and engagement (e.g., political cartoons, graphs, quotes, etc.)

Grades 6-8 Courses: Students will be required to successfully complete three middle school annual courses in Social Science.

Other Instructional Strategies

Power Hour

Power Hour reading was built on the premise that all students deserve differentiated instruction at their readiness level. This structure is derived from student need, coupled with teacher strengths, to meet the diverse range of learners within a grade level. Rather than every teacher facilitating three or more reading groups within their classroom, students are grouped according to their readiness/ability levels. The teachers along with the principal will determine which option best meets the needs of the learners within their grade level.

Options for student rotations are as follows:

Option 1: Rotating Power Hour (entire grade level moves): Students begin each day in their homeroom to receive grade-level instruction based on the Nevada Academic Content Standards. The weekly-suggested lesson plans from the Wonders Literacy Series is broken up into whole group and small group activities. The whole group activities serve as the basis for the homeroom instructional block. During the second block (Power Hour), students rotate among the grade level to receive instruction at their readiness/ability level. The number of teachers at each grade level will determine the number of groups (e.g. low, medium-low, medium, medium-high, and high for 5 teachers). The small group activities from the Wonders Literacy Series will be the starting point for instruction within each group. Supplements for instruction are listed in the chart below.

Option 2: Targeted Power Hour (outliers move): Students begin their day in their homeroom for the on-level Wonders lesson. During the Power Hour block, very low and very high student outliers shift classrooms to receive additional instruction at their readiness level. All other students remain in their homeroom.

Option 3: Homeroom Power Hour (all students remain): Students receive differentiated instruction within their own classroom.

Strategies for Serving Special Populations

At-Risk

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

- 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.

⁶ IDAPA 08.02.03.110.01 (June 2019)

- 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.

PAI's highly involved system of data assessment, monitoring, and Power Hour 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 PAI 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 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.

The continuum of services offered by Pinecrest Academy of Idaho begins in regular education classes. All students are given a universal progress monitoring assessment 5 times a year. Then 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 and top 15% or another cut score as determined by the school. Students who score in the bottom 15% and students who are failing are discussed and an intervention plan is developed. Students who score in the top 15% are identified and provided specific differentiated instruction for accelerated learners. The staff then

brainstorms different interventions that may help the student progress further academically or behaviorally. In general education, Power Hour and intervention periods are scheduled in daily to provide instructional level academics to all students. In addition, before and after school tutoring clubs and blended online learning programs provide instructional level interventions and accelerations.

If the student is still not showing progress on the universal progress monitoring, the student will enter into an SABIT program. During SABIT, 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. 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 SABIT process.

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

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

PAI'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 PAI'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

PAI 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 (e.g. - 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

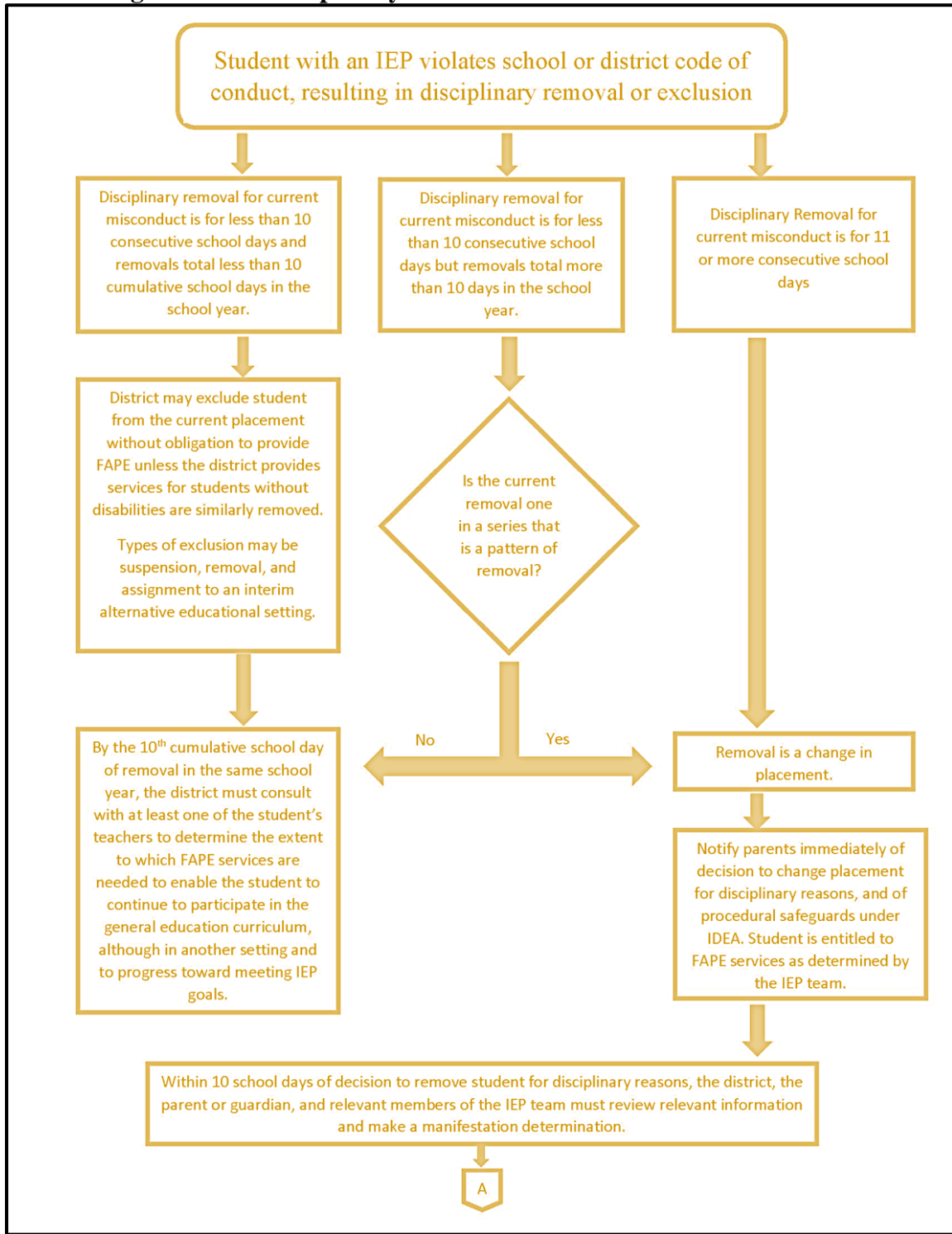
The rights of students with disabilities are protected by following the IDEA flow chart below. If a student with disability has a discipline problem, the administration contacts the parent for a parent meeting. If the student is suspended, all school work may be picked up daily by the parent and returned 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 22**⁷ below:

Image 2: IDEA Disciplinary Procedures for Students With Disabilities



⁷ Bateman, David F. & Bateman, C. Fred. *A Principal's Guide to Special Education, 3rd Edition*. Council For Exceptional Children. Arlington. (2014).

Monitoring

PAI'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 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 PAI 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

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

- All newly enrolled students are provided a Home Language Survey (HLS), which 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). PAI 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.”⁸ 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:

- Classify students who are eligible for English Language Learner (ELL) services as Non-English or Limited English proficient. The students eligible for ELL services.
- 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.
- 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.
- 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 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

⁸ WIDA. Assess. Kindergarten W-APT. [website] URL: <https://wida.wisc.edu/assess/kwapt>; last accessed June 2019.

them to perform satisfactorily in general education classes without special instructional considerations.

Staffing

PAI'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. PAI'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.

PAI will offer an evidenced-based ELL Program such as the Content-Based Model. The goals of the entire 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.⁹

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.

The reading and math Power Hour blocks will provide excellent opportunities to group students with similar English-acquisition profiles. The school may need to provide instruction in the students' native language during Power Hours to aid with cultural assimilation and language comprehension. Ready Reading from iReady has built in ELL modules in each section that can be delivered by the classroom teacher or during Reading Power Hour. Teachers will also support non-native English-speaking students by introducing the richness their language and culture brings to the classroom. Ethnically and culturally diverse students will be welcomed and celebrated.

Monitoring

PAI 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

⁹ 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.

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.

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 will 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.

PAI 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 PAI 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). Parental and community involvement in the School is a fundamental and expected (but not legally required) part of the philosophy and operation of the School. The goal is to encourage parents to be active participants in their child's education, and give the community ownership of a high quality educational program, and teach children to be civic-minded and socially responsible. Parents and community members will have extensive opportunities for involvement in aspects of school operations. Through the parent/teacher group, School Advisory Council (SAC), and other such committees, parent and community representation and decision making in the educational processes of the School is possible. Similarly, the administration will also require the faculty and staff of the School to uphold a strong belief in and understanding of the charter school concept through the inclusion of parents in the educational process. Through open lines of communications, faculty and staff will also encourage parental involvement through such endeavors as follow:

- Parental Volunteers – parents will be welcomed to volunteer at the School during various school activities, assemblies and meetings. Parents can be active participants in the parent club and their child's homerooms. Volunteer opportunities to complete parent participation hours (communicated through newsletters, the School website, schoolnotes.com, email and calls home) will be plentiful and yearlong. Some of these will include activities such as chaperoning field trips, assisting with class and community service projects, helping in the library, participating in Career Week and Family Day, and assisting with the School store.

School Advisory Council (SAC) - This group will consist of school personnel, parents, students, local business, and community members. Members will be able to address and vote on pertinent school matters on a regular basis.

- Quarterly Parent/Teacher Conferences – hosted in the evenings at the School where parents can discuss topics that affect their children's educational progress.
- Open houses, Career Fairs, Family Day - events held to recruit new students, maintain communication and involvement between the School and the surrounding community.

- School Website, Newsletters, Social Media, and Event Calendar – updated regularly to disseminate information and maintain open lines of communication in the community.
- Community Service Projects – students, faculty and parents will participate in activities to help, give back to, and connect with, the community.
- PTO – Parent Teacher Organization coordinates extra-curricular events involving the community.
- Parent Club- dedicated to work in partnership with the families, faculty, and community to provide resources for the school through fundraising and volunteering. The club strives to support students in an academic environment that encourages character building.
- Parent Workshops on education-related topics, such as decision-making regarding school performance and student assessment needs will be offered.

The school will continually seek out opportunities to educate parents and community members about the school's vision and mission, instructional philosophy, governance, school performance, and student assessment criteria. PAI will issue a parent satisfaction survey at least once a year. The results of this survey will help PAI's governing board determine actions needed to address categories averaging less than 70% satisfaction, with the goals of achieving at least 85% satisfaction on average across the survey.

Homeless/Migrant

Identification

PAI 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, PAI 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 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, PAI will follow to 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.

To meet the specific needs of low-income students, PAI will send voluntary questionnaires to families to address food and housing security. Interventions and services will be offered where required or allowed by law. These may include coordinating with social service organizations, providing transportation for homeless students, and addressing wrap-around nutrition services. PAI will choose a National School Lunch program vendor who can provide meals at or below the cost of the federal reimbursement rate and comply with the requirements of Idaho Child Nutrition Program.¹⁰ There would not be a need for a budget for the program since it would be expected to break-even.

Gifted/Talented

Gifted students will have many opportunities to stretch their learning and work with peers at their readiness level. The reading and math Power Hour configuration will provide ample opportunity to receive challenging programming. Ready Reading and Ready Math have modules built in for advanced learners that can be assigned during grade-level instruction and during Power Hour.

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.”¹¹

PAI 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

¹⁰ See <http://www.sde.idaho.gov/cnp/>. Last retrieved June 26, 2019.

¹¹ Idaho Code §33-2001.

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 PAI 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 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 PAI-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.

PAI 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 - PAI 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 PAI'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

PAI is also committed to ensuring fair and equitable promotion and retention of our students in alignment with PAI's mission. Using real-time data from frequent assessment results, PAI 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. A

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.

PAI 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

Pinecrest Academy of Idaho will develop a Professional Learning Community (PLC) atmosphere by using professional development throughout the school year to allow for common planning and teaching teams, both within grade levels and subject areas. Through professional development activities planned within the school calendar, teachers will have opportunities to reflect on practice, discuss research and cases of learning, and examine student work. Such a culture makes it safe for teachers to share universal goals, confront what is and isn't working, and transform their own thinking and practice.

A two-week summer institute will be scheduled at the start of each school year. For year one, given the importance of our endeavor, we will strive for three weeks of training and preparations with our teachers. Professional development will include:

Pinecrest Academy Instructional Model: This training will be provided by current Pinecrest Academy instructional staff across the Pinecrest system and will focus on the Pinecrest Instructional Model, provide classroom-level scope and sequence instruction including individual lesson plan materials for the classroom including: adopted curriculum, positive behavior support, supporting special needs students including special education, ELL and GATE learners.

Data Analysis: Teachers will acquire skills necessary to implement data-driven instructional decisions. This training will also provide teachers with the necessary skills for administration of school-wide adopted assessments.

Vertical Alignment (by subject and grade level): Teachers will be permitted common planning time by department in order to correctly align courses by quickly assessing what

students mastered in preceding grades and focusing on building skills and knowledge. This will eliminate the common problem of consuming valuable instructional time with unnecessary reviewing and re-teaching of skills that have already been mastered.

Horizontal Alignment (by grade level): The School will encourage teacher collaboration and cross-curricular planning, allowing all teachers of a common grade level to address specific subject matter following the same time line. Such alignment is crucial in school systems dealing with state-mandated, standards-based assessments. It also allows students to see interdisciplinary connections.

Building Emotional Intelligence: This training will provide teachers with the positive behavior support for social emotional learning of our students.

STEAM: This training will provide support to teachers on incorporating STEAM activities into daily instruction.

Ongoing Professional Development: The primary venue for ongoing professional development will be during staff meetings. Planning in-service training will be the responsibility of the principal based primarily on student achievement data (which can be measured through i-Ready assessments) and behavioral management issues. Secondly, in-service training will provide opportunities to introduce or reinforce concepts taught in Summer Institute. Teachers with unique experience (reading therapy, special education, etc.) will be asked to lead in-service training when appropriate. Ongoing training topics will include the following:

- Using Student Information Systems
- Managing IEP and 504 students and records
- State Commission Performance Framework
- AdvancED Accreditation
- CMAS Administration Training
- Data reviews
- Maximizing i-Ready

In addition to on-site professional development opportunities, PAI plans to send instructional staff to content specific conferences. The expectation when attending these events will be for the attending staff to bring information back to the site and provide professional development to other teachers. These conferences may include:

- National Council for Teachers of Mathematics
- National Science Teachers Association
- International Literacy Association
- International Society for Technology in Education Conference
- National Charter School Conference
- ASCD Conference
- Annual Conference for Middle Level Educators

II. FINANCIAL AND FACILITIES PLANS

Fiscal Philosophy and Spending Priorities

The Pinecrest Academy of Idaho (PAI) 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. Pinecrest Academy of Idaho 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:

1. Protect the charter school from unnecessary borrowing in order to meet cash- flow needs;
2. Provide prudent reserves to meet unexpected emergencies and protect against catastrophic events;
3. Meet the uncertainties of state and federal funding; and
4. 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:

1. The predictability and volatility of its expenditures;
2. The availability of resources in other funds;
3. The potential drain upon general fund resources from other funds;
4. Liquidity; and
5. Designations

Pinecrest 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. Pinecrest 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 Nevada's standing relationship with the lending institution Vectra Bank will allow Pinecrest 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. Pinecrest 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~~ Pinecrest Academy of Idaho will look to provide transportation to and from school ~~will not be provided at Pinecrest 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 Pinecrest 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, Section IV~~, PAI projects that 66% of the student population will qualify for free and reduced lunch. ~~As such, the school assumes it will qualify for reimbursed student meals from~~ 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 and School Breakfast Program. The amount of \$500 (NSLP), including talking with Emily Chatelain of School Food and Wellness Group on all options. First, we will seek to contract with a Vendor/School District to prepare specified meals under the NSLP. The school will also contact local restaurants to see if any of them would be interested in serving the school. If neither of these are possible, the school will evaluate the best way to implement it internally. 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 by students not eligible for these programs. The amount of \$1,000 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 Twin Falls area.

Financial Management and Monitoring Plan

As mentioned above, the Pinecrest Academy of Idaho Board will oversee all aspects of the fiscal management of the school. The auditors, accountants, and educational management company retained by the Board, will work as a team to develop financial statements and accounting reporting templates to ensure compliance with the state and federal reporting guidelines.

Additionally, Pinecrest Academy of Idaho intends to contract with Academica Idaho, an Educational Service Provider whose services to Pinecrest Academy of Idaho, shall include, but not me 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 Pinecrest Academy of Idaho. An early relationship with Academica Idaho allows Pinecrest 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>176-225</u>	<u>\$10,000.00 (Flat Fee)</u>
<u>226-325</u>	<u>\$75.00 (p/student)</u>
<u>326-425</u>	<u>\$150.00 (p/student)</u>
<u>426-525</u>	<u>\$225.00 (p/student)</u>
<u>526-624</u>	<u>\$300.00 (p/student)</u>
<u>625 or more</u>	<u>\$450.00 (p/student)</u>

Academica will also provide Pinecrest 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 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 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. All claims for payment from charter school funds are processed by Academica Nevada in conformance with charter school procedures. Payment is authorized against invoices properly supported by approved purchase orders with properly submitted vouchers approved by the governing body.

Pinecrest Academy of Idaho intends to adopt and comply with the Idaho Financial Accounting Reporting Management System (IFARMS), developed by the Idaho Department 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.

Additionally, Pinecrest Academy of Idaho ("Licensee") will enter into a Trademark License Agreement with Pinecrest Academy, Inc. ("Licensor"). Pinecrest Academy, Inc. grants Pinecrest 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 Pinecrest Academy of Idaho in the State of Idaho. The budget reflects this agreement as the Pinecrest 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 Pinecrest Academy, Inc. for its collaboration, accreditation, and support. The budget reflects only the Professional Development half of the expense in Pinecrest Academy of Idaho's first few years of operation. The half of the fee that goes to Pinecrest Academy, Inc. will be charged once Pinecrest Academy of Idaho is able to financially sustain its cost. Please see Appendix F5 – Pinecrest Affiliation Agreement for more information.

Facilities Plan

PAI is ~~continuing to~~ actively ~~search~~searching for facilities options within its target community. Based on its proposed enrollment configuration, the school's eventual facility need is no more than 30,000 square feet at full buildout by year 5 of the charter. It is important to note that PAI's enrollment plans assume a slow growth model starting with ~~less than 200~~approximately 190 students and expands by a grade per year with some modest adding of additional sections in existing grades. ~~Consequently, 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. Due to the evolving nature of the capital markets for charter school facilities, it would be imprudent to speculate as to the terms of such financing this far out.~~

PAI's facility options are detailed below:

- ~~Primary Location:~~
Twin Falls Reformed Church
1631 Grandview Drive North,
Twin Falls, ID 83301
- ~~Secondary Location:~~
YMCA of Twin Falls, Inc.
1751 Elizabeth Blvd.,
Twin Falls, ID 83301

~~PAI is currently in preliminary discussions with representatives from both sites, which are subject to further development upon receipt of evidence of an approved charter. Neither of these two sites require additional facility renovation and will comfortably facilitate the logistical needs of Pinecrest Academy of Idaho.~~

PAI is in discussions with Twin Falls Reformed Church located 1631 Grandview Drive North, Twin Falls. The location is within the schools target community. This site includes over 12 classrooms, administration offices, cafeteria area, full size gym, commercial kitchen, outdoor play 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. PAI will look to enter into a short term lease, 1-3 years, with Twin Falls Reformed Church.

PAI will look to construct a long-term facility after its first or second year of operation. For its long-term facility, PAI will look to build a facility that accommodates the school's enrollment at full capacity or 489 students. PAI estimates that the long-term facility it constructs will be 60-75

sf per student, with a large field space. The school is in discussions with groups such as Hawkins Companies, Galena Fund, and Building Hope among others about purchasing a facility and creating a stair step rent schedule that would allow the school to build up enrollment until it can afford a full rent payment. PAI is also currently in preliminary discussions with leaders from Twin Falls Reformed Church 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 has begun steps that will facilitate the process once a charter has been awarded. 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 further information regarding these facilities, please see [*Appendix A5: Facility Options*](#).

III. BOARD CAPACITY & GOVERNANCE STRUCTURE

Governance Structure

The Pinecrest Academy of Idaho (PAI) 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.

Governing Board

As mention 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.

Furthermore, PAI’s bylaws state that the board may create by resolution an Academic Committee, a Governance Committee, a Financial Committee and 1 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.

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.

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

PAI will be contracting with Academica as its Educational Service Provider, as detailed in ~~Section~~ ***Section V***. 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

Pinecrest 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, as detailed below:

Alex Castañeda

- Real estate, Hispanic Chamber of Commerce
- Customer service, bilingual (Spanish/English)

Connie Stopher

- BA, Political Science; MA, Public Administration
- Economic Development, Human Resources

Lucy Keaton

- BA, Education; MA, Educational Leadership
- Former Pinecrest Principal, Exemplary Turnaround Schools

Rogelio Villaseñor

- Certificate in Law Enforcement, Core courses in Associates of Liberal Arts
- Employment Training, Management, Workforce Programs

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.

PAI structured its founding committee with the governing board role in mind. None of our members are seeking employment at the school, and all joined the committee because they are passionate about the school's mission and believe they 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.

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 other free or low-cost venues. We will also disseminate it through direct communication to the parents of all enrolled students, requesting referrals of individuals with the requisite skills, beliefs, and behaviors necessary to be effective and engaged board members. Individual board members will also circulate the notice within their professional communities and we will actively seek out opportunities to broaden our networks to recruit individuals who reflect the broader community and believe wholeheartedly in our mission and vision.

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.

~~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. The governing board will also send members to the Charter Start! 101 Workshop training offered by the Idaho State Department of Education.~~

~~Each year starting after~~

Current board members attended the Charter Start! Workshop conducted by the Idaho Department of Education's Office of School Choice. The two-day workshop covered topics on ethical and effective board governance, the charter petition process, charter school financing, accountability, and other topics relevant to starting a governing a new charter school. Between January and August 2020, the board will participate in additional trainings that cover: Open meetings law, public records request, governing board roles and ethics, financial oversight, school leader evaluation, and academic achievement data analysis.

At the conclusion of the first ~~school~~-year, and annually thereafter, the board will participate in a board retreat. The retreat will be a time to analyze ISAT scores 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; ~~and setting develop/modify a strategic plan; and 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 self-evaluation will use an evaluation tool to rate the board's performance on factors including:

- A solid board foundation (well-drafted charter contract and board bylaws, financial and legal status clear and well-understood, strategic plan in place)
- Board operations (new members oriented, members collectively possess a range of expertise, meetings well-planned with clear agendas, strong board chair, meeting norms, minutes are taken and promptly approved, members prepare for meetings and participate constructively, process in place for addressing ineffective, destructive or absent board members, committees have clear scope)
- Relationship with Principal (clear performance goals in place, plan for succession, board has understanding with staff regarding board vs. principal responsibilities)
- Budget/Finance (adopts annual budget, monitors budget throughout the year, contracts with independent auditor, adopted a long-term financial plan, fiscal management policies in place, board oversees fundraising activities)
- Student Achievement (board has adopted student achievement goals, assessment data is reviewed and analyzed by the board throughout the year, school reports on student achievement to authorizer)

Based on the self-evaluation, authorizer feedback, and stakeholder input, the board will develop a training schedule for the upcoming year. The board will also ensure ongoing training on applicable Idaho laws, policies, and legislation affecting charter schools.

IV. STUDENT DEMAND & PRIMARY ATTENDANCE AREA

Primary Attendance Area

As a public charter school, Pinecrest Academy of Idaho (PAI) is open to all residents in the state of Idaho. However, PAI's target attendance area will most likely focus on our families and students in the Twin Falls, Idaho area. PAI's proposed school facility, for at least its first year of operation, will be located at Twin Falls Reformed Church located at the following address: 1631 Grandview Dr. N, Twin Falls, ID 83301.

In order to determine the primary attendance area, our committee to form focused on the schools within a 5-mile radius of the proposed location. The school district zoning boundaries of these schools will define the primary attendance area for the purpose of identifying students who are eligible for the relevant preference in your enrollment lottery. Those schools include the following elementary and junior high schools:

- Bickel Elementary School
- Bridge Academy
- I B Perrine Elementary School
- Lincoln Elementary School
- Morningside Elementary
- Oregon Trail Elementary School
- Robert Stuart Jr High School
- Sawtooth Elementary School
- Vera C O'Leary Jr High School

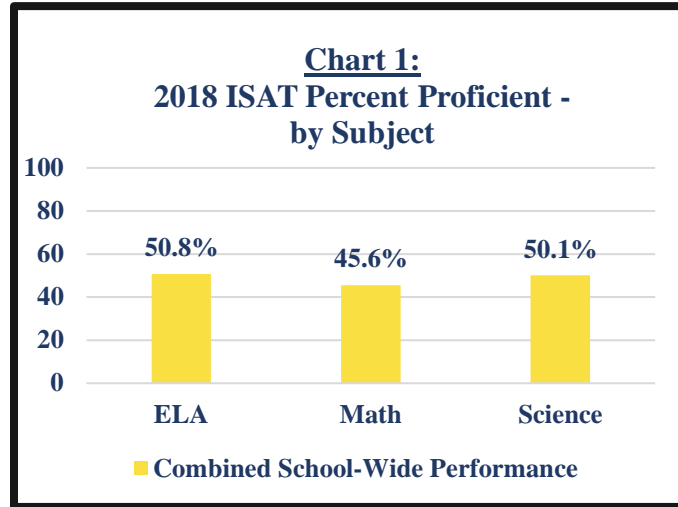
We chose this area because of the need of a high quality school option, as explained further below, and because of the increase in the student population in the area. The population of Twin Falls School District has increased significantly over the past few years. There was a 23.5% increase in the student population between 2010 and ~~2017~~2017¹². To assist with the population growth, the school district built two new elementary schools, one of which filled to capacity in just two years.¹³ Pinecrest Academy of Idaho will help relieve the overcrowding at current schools, while also giving families a high quality school option.

Student Need and Demand

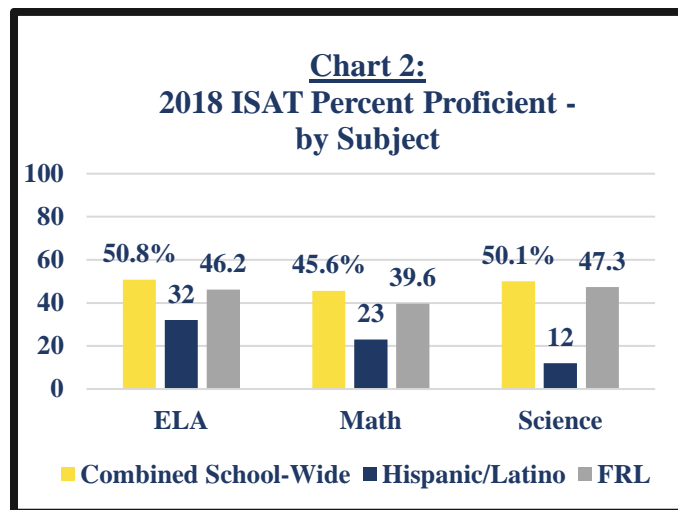
Based on the most recent academic performance information, these schools have struggled with significant achievement gaps, as demonstrated in **Chart 1**:

¹² Wootton-Greener, Julie (2018) 'Magic Valley schools weigh options to deal with enrollment growth' *MagicValley.com*, 2 August. Available at: https://magicvalley.com/news/local/education/magic-valley-schools-weigh-options-to-deal-with-enrollment-growth/article_a3f025cc-4a9a-5322-b73d-9ff2c5aa4b85.html

¹³ Ibid.



Proficiency scores shown in **Chart 1**¹⁴ have been averaged together for all grades from all public schools within a 5-mile radius of PAI's proposed location. Based on these 2018 ISAT results, only 50.8% of the students in the community are proficient in English language arts (ELA), while only 45.6% are proficient in mathematics and 50.1% are proficient in science. What's more, these proficiency results are even poorer when examining specific student subgroups, such as: Hispanic/Latino students and students that participate in the Free and Reduced Lunch program. Because of data privacy laws, the Idaho Department of Education was not able to provide data for the other subgroups for most of the schools used in the analysis. Please see **Chart 2**¹⁵ below:



These student proficiency results demonstrate a need for families and students of the community to attend a quality school with a rigorous and unique approach to preparing students for success in life. The educational philosophy at Pinecrest is anchored by the key areas of collaboration,

¹⁴Idaho Department of Education. School Report Cards. *Idaho School Finder*. <https://idahoschools.org/>; last accessed June 2019.

¹⁵ Ibid.

communication, creativity and critical thinking. These four skills have been identified by Partnership for 21st Century Skills as “super skills” necessary to thrive in the future. Pinecrest’s educational model ensures that achievement gaps are closed and that every student progresses using research-based strategies and curriculum that have proven effective for students at all levels, but especially for at-risk students. By providing students with Pinecrest’s STEM and Blended Learning program, students become competent global citizens who are college and career ready.

As stated earlier, PAI is a replication of the highly successful Pinecrest Academy charter school network located in both Nevada and Florida. This network has demonstrated success with diverse, at-risk student populations, including students qualifying for Free/Reduced Lunch (FRL), ELL students, and Students with Disabilities. What’s more, the Pinecrest Academy network schools in Nevada provide a very close representation of our expected demographic, demonstrating that the network’s success can be replicated here. The Nevada schools’ largest minority demographic subgroup, Hispanic students (22%), closely matches the analyzed schools’ largest minority subgroup, also Hispanic (23%), and there is the same percentage in Students with Disabilities (10%).

The Pinecrest school network in Nevada is the highest rated charter school network in the state. The Nevada Department of Education scores each elementary, middle and high school on the Nevada School Performance Framework (NSPF) and gives a school a star rating from 1 to 5, with 1-star being the lowest rating and 5-star being the highest. Each Pinecrest elementary and middle school (a total of 8 schools) received a 5-star rating. “A five-star school recognizes a superior school that exceeds expectations for all students and subgroups on every indicator category with little or no exception. A five star school demonstrates superior academic performance and growth with no opportunity gaps. The school does not fail to meet expectations for any group on any indicator. These schools are recognized for distinguished performance.”¹⁶

The subgroups with the Pinecrest of Nevada (PAN) network have also outperformed the state and the school district in which the schools are located. **Table 1** shows the difference in percent proficient of the subgroups in elementary school within PAN to the overall state proficiency in Math and ELA. **Table 2** shows the data for middle school. Historically, underperforming subgroups would have proficiency rates that are less than the state’s overall proficiency rates. As you can see in the tables, most of the subgroups within PAN are close or greater than the state’s overall proficiency percentages.

Table 1

% Proficient - Elementary School		
	2017-18 Math	2017-18 ELA
State (overall)	43.4	50.1
PAN (overall)	70.3	76.3
IEP	38.3	39.3
ELL	39.0	52.1

¹⁶ 2018 Nevada School Performance Framework Procedures Manual. Page 72.
http://nevadareportcard.nv.gov/DI/Content/pdf/2018_NSPF_Guidance_Final_8-21-18.pdf

FRL	51.5	65.3
Black	55.0	68.1
Hispanic	61.4	71.4

Table 2

% Proficient – Middle School		
	2017-18 Math	2017-18 ELA
State (overall)	32.4	47.8
PAN (overall)	51.7	72.7
IEP	16.8	20.7
ELL	10.0	20.5
FRL	37.7	48.8
Black	19.4	43.2
Hispanic	44.1	51.4

There are a few subgroups that are struggling, but PAN has been making progress with these subgroups. As part of the NSPF rating, the Department of Education calculates how each school closes the opportunity gap. Closing the opportunity gap is determined as the percentage of students meeting their Adequate Growth Percentile (AGP) who did not pass the state assessment from the previous year. **Table 3** shows the percentage of students who met their AGP in ELA and Math during the 2017-18 school year who had not passed the state assessment during the previous school year. The NSPF gives up to 20 points for the Closing Opportunity Gaps category, and **Table 3** also shows the score each campus received providing further evidence that the Pinecrest Academy of Nevada network is a high quality charter school.

Table 3

Campus	Math ES	ELA ES	Score	Math MS	ELA MS	Score
Inspirada	42.4%	53.8%	20/20	26.6%	65.3%	20/20
Cadence	28.0%	55.2%	15/20	22.4%	37.5%	19/20
Horizon	32.8%	44.6%	13/20	34.8%	61.9%	20/20
St. Rose	35.4%	44.4%	14/20	24.2%	37%	20/20

Student Population

PAI's target population has been projected by examining the schools listed above. Please see **Table 44**¹⁷ and **Table 55**¹⁸ below:

Table 4

Target Population – Ethnic Demographics						
Am. Indian/ AK Native	Asian	Black/ Afr. – American	Hispanic/ Latino	White	Nat. HI / Pacific Isl.	Multi- Racial

¹⁷ Idaho Department of Education. *Idaho School Finder*. <http://www.idahoschools.org> ; last accessed June 2019.

¹⁸ Ibid.

0%	4%	3%	23%	68%	1%	1%
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Table 5

Target Population – Subpopulations		
ELL	FRL	SWD
19%	66%	10%

PAI anticipates serving a similar population demographic that is majority White (68%) as well as having a high percentage (66%) of students who qualify for Free and Reduced Lunch (FRL) services and a large percentage of English Language Learners (19%). In short, PAI recognizes these demographic projections demonstrate a population with a variety of backgrounds and needs, which will be adequately addressed by the school.

Enrollment Capacity

PAI 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 6**. The total school capacity is expected to be 489 at full build out.

Table 6

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

Tables 1 and **2** above show the estimated percentages of ethnic demographics and estimated percentages student subpopulations.

PAI will comply with Idaho's class size ratio goals and has planned for teaching staff accordingly. **Table 7** shows the proposed staffing of the school during the first five school years.

Table 7

TEACHING STAFF	20-21	21-22	22-23	23-24	24-25
Classroom Teachers	8	11	15	19	20
SPED Teachers	1	1	1.5	2	2
Art Teacher	0	0	1	1	1
Music	0	0	1	1	1

PE Teacher	0	0	0	1	1
Technology (STEM)	0	0	0	1	1
Additional Elective Teachers	0	0	0	1	2
Total Teaching Staff	9.00	12.00	18.50	26.00	28.00
ADMIN & SUPPORT					
Principal	1	1	1	1	1
Assistant Principal	0	0	0	1	1
Office Manager	1	1	1	1	1
Receptionist	0	0	1	1	1
Teacher Assistants (Including SPED)	0	0	2	6	7
Campus Monitor/Custodian	0	0	0	1	1

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. PAI 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

PAI'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.

PAI 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.

Timeline	Item	Cost
December 2019 – March 2020	Develop PAI 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

Enrolling Underserved Families

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.

PAI 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 PAI 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.

V. SCHOOL LEADERSHIP & MANAGEMENT

Top-performing charter school networks identify two competencies that will drive our recruitment of an outstanding school leader, *leadership practice and student outcomes*.¹⁹ Leadership practice consists of the actions that principals take to drive increased student outcomes. We describe these actions in five categories, or standards:

1. Learning and Teaching: The actions a principal takes to drive dramatic student achievement gains through the development and support of effective teaching.
2. Shared Vision, School Culture and Family Engagement: The actions a principal takes to create a vision of high achievement supported by a culture of high expectations and family engagement.
3. Strategic Planning and Systems: The actions a principal takes to manage and monitor school systems and operations, including those that impact financial and organizational outcomes.
4. Talent Management: The actions a principal takes to develop and maintain a high-quality, effective teaching staff.
5. Personal Leadership and Growth: The actions a principal takes to demonstrate effective leadership through self-reflection, change management, and clear communication.

To fulfill those endeavors, PAI recognizes that the domains included in the *Idaho Standards for Effective Principals* are essential to a successful school.

PAI 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 PAI 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. In addition, every classroom will display PAI's mission and vision. The building's culture will show the beliefs of the school through the consistent mission and vision being posted.

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

¹⁹ See <https://cdn.americanprogress.org/wp-content/uploads/2016/09/30112946/CharterLeadership.pdf>. Last retrieved June 20, 2019.

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 PAI 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 PAI. Through the affiliation with Pinecrest Academy of Nevada and Pinecrest Academy, Inc. in Florida, current administrators and school leaders will be responsible for coaching and training of PAI principal in the domains set forth in the Idaho Principal Evaluation Framework. This evaluation tool focuses on student achievement, instructional leadership, organizational leadership, and professional and ethical behavior, among other criteria. Additionally, the Principal will be evaluated in three stages through-out a school year:

1. Beginning of school year – Establish goals
2. Mid-Year Evaluation (Based on Idaho Principal Evaluation Framework)
3. End-of-Year Evaluation (Based on Idaho Principal Evaluation Framework)

The Principal and/or designated academic supervisor will conduct formal evaluations of classroom teachers and other instructional personnel annually. Because of its affiliation with Pinecrest Academy, PAI has adopted the Evaluation System for Classroom Teachers and Other Instructional Personnel developed by the Florida Consortium of Public Charter Schools. 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.

PAI's and Pinecrest Academy Inc.'s (Pinecrest Inc.) affiliation is a key partnership in the success of the proposed leadership and curriculum development plans, as PAI plans to replicate the highly successful model of Pinecrest Academy Inc. (Pinecrest Inc.). Pinecrest Inc. has successfully opened and implemented this model and best practices at their schools in Florida and Nevada. With special distributions from the state of Idaho, Professional Development funds and Continuous Improvement Plans and Training funds will be accessed to provide high quality training to PAI administration and staff to ensure a successful replication.

Pinecrest Academy, Inc. is a high-achieving charter school network that currently operates 13 schools across 9 campuses in Florida and 4 campuses in Nevada. Since its inception in 2000, the organization has maintained a proven track record of success in raising student achievement while decreasing the achievement gap for disadvantaged student populations. As of the 2016-17 school year, seven Pinecrest schools were designated high performing schools by the Florida Department of Education, having met all criteria specified and all campuses in Nevada earned five-star ratings.

Pinecrest Academy of Idaho will evaluate its affiliation with Pinecrest Academy, Inc. three times during the year, similar to its evaluation of the Principal and its service provider, Academica Nevada. Goals will be established at the outset of the school year and services will be evaluated at a mid- and end-of year evaluation. The rubric used for this evaluation is currently under development and will obtain approval from Pinecrest’s Governing Board once finalized.

2017-18 Accountability Data from Pinecrest Nevada Schools

Campus	Star Rating	Total Enrollment	Elem ELA Proficiency	Elem Math Proficiency	Middle School ELA Proficiency	Middle School Math Proficiency
PA Horizon	5	866	71.9%	63.6%	72.6%	48.9%
PA Cadence	5	1261	69.4%	65.4%	64.5%	45.5%
PA Inspirada	5	1017	85.3%	80.4%	88.1%	61%
PA St. Rose	5	982	82%	75.4%	70.6%	55.9%

Each Pinecrest school benefits from the support and scrutiny of several entities including the governing board and Academica. The Pinecrest of Idaho Board will be responsible for the affairs and management of the school and will provide continuing oversight of all school operations. The Governing Board of the school is the ultimate policy-making body that determines the academic direction, approves curriculum, and oversees operation of the school.

In 2017, Pinecrest Academy, Inc. achieved corporate accreditation for their network of schools. This has allowed Pinecrest to create unified standards, policies, and best practices, ensuring that all schools that are replicated stay true to the network’s mission, vision and academic standards. All Pinecrest Academy, Inc. schools share: 1) a common philosophy/expectation of student excellence; 2) a commitment to instill a college bound mindset at every level of education; 3) an assurance to implement rigorous and standards based instruction; 4) an expectation of parental commitment and partnership in the academic career of their child; 5) and a collaborative management infrastructure to ensure implementation of the Pinecrest model with fidelity; and 6) necessary support for all schools to not only ensure continuous improvement but also quality outcomes. These commitments and corporate values have yielded success for the Pinecrest schools and further support the organization’s capacity to replicate the Pinecrest model.

Leadership Team

The Pinecrest Academy of Idaho 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. A brief overview of those powers and duties are as follows:

- 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

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.

Faculty and staff will be responsible for carrying out these procedures in their duties, activities, and interactions with students, teachers, and parents of the school. 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.

PAI will be accountable to the public through the school's goals and accountability measures. Furthermore, Pinecrest Academy of Idaho will continue to work closely with the Parent-Teacher-Student Organization and the School Accountability Committee to ensure that all members of the community have an active voice in the school's governance and operations.

In compliance with *Idaho Standards for Effective Principals*, the administrator's evaluation must be based on the following components:

- Domain 1: School Climate**
- Domain 2: Collaborative Leadership**
- Domain 3: Instructional Leadership**

The governing board will conduct formal administrator evaluations annually. The evaluation systems for school administrators will:

- Promote success for all students by sustaining a positive school culture and instructional program that is conducive to student learning and continued professional development.
- Foster a collaborative leadership structure by seeking input from stakeholders and establishes high standards for professional, legal, ethical, and fiscal accountability.
- Be designed to support effective instruction and student learning growth, and performance evaluation results must be used when developing school improvement plans.
- Assess teacher performance using the Danielson Framework for Teaching which includes

timely feedback and criteria for continuous quality improvement of the professional skills of instructional personnel, and performance evaluation results will be used when identifying professional development.

- Include a mechanism to examine performance data from multiple sources, including opportunities for parents to provide input into employee performance evaluations when appropriate.
- Differentiate among four levels of performance as follows:
 1. Distinguished
 2. Proficient
 3. Basic
 4. Unsatisfactory

Educational Services Provider

The founding team believed that it would be in the best interest of the school to hire an experienced and successful management company to assist in the planning and creation of the new charter school, and so that the school staff and administration can focus on implementing the school's mission and vision and concentrating on student achievement. Contracting with an EMO will ensure that the business operations are maintained and that the governing board is supported. The Committee chose Academica because they have experience in successfully helping to open and support quality charter schools in the Nevada, Colorado, ~~Hawaii~~, and Arizona, which currently total 24 separate campuses and nearly 20,000 students. In addition, the Committee feels that Academica's services in assisting the Board with financial management, financial oversight, board meeting management and statutory compliance will complete tasks that otherwise require the Board to hire additional staff.

The Committee to Form was initially contacted because of the desire of the Pinecrest Academy network to expand into the state of Idaho. The PAI Board has not entered into any contractual agreement with an Educational Service Provider, and the Committee to Form will continue to do its due diligence in researching services and pricing of other management companies to ensure that Academica is the best fit for the school. All Pinecrest Academy schools in Nevada and Florida contract with Academica as their Education Service Provider so it was a natural collaboration to begin this journey.

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. 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. Pinecrest Academy of Idaho will benefit from not only the Pinecrest Academy network of schools in Nevada and Florida, but also an existing portfolio of over 150 Academica partner schools.

Primarily Academica staff from Idaho and Nevada will assist Pinecrest Academy of Idaho in providing services to the school. 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:

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 even if they reside on the same campus). Of the 38 schools, 24 earned four and five star ratings and 9 received three-star rating.

Role of Service Provider

The role of the service provider, Academica, is to serve at the will and guidance of the Board. Academica will be expected to carry out the defined responsibilities found in their contract in a manner that is consistent and assists the board to meet its vision and mission. Academica's services will include, but are not limited to, the following:

- At the Board's direction, prepare agendas and post notices of all board meetings;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;
- Assist with school programs (i.e. National School Lunch Program);
- Assist with systems development;
- Assist with procurement of furniture, curriculum, and technology;
- Monitor and assure Compliance with all state reports;
- Assist the Board in identifying and retaining an employee leasing company;
- Assist with student and teacher recruitment (advertising, job fairs);
- 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 PAI 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 PAI to subsidize schools located outside of Idaho; and,
- 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

PAI 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 Education Service Provider Contract (Appendix E), 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 the ESP

The Governing Board and the school administration will have an opportunity to provide feedback to Academica a minimum of ~~one~~three times per year through the completion of a Service Evaluation. At the outset of a school year, the Board will establish goals with Academica and will evaluate them twice during the year (a mid- and end-of year evaluation). The Service Evaluation includes a rubric for each department/service within the Academica organization.

Those departments include:

- Board Management
- Facilities
- Finance (Accounting, Accounts Payable, Budget, Payroll)
- Legal Services
- Marketing
- National School Lunch Program
- Procurement
- Registration
- School Resource Development
- State Reporting
- Teacher Recruitment

In evaluating the service provider, the Board Members and principal will use the Service Provider Rubric provided in [Appendix E](#) that uses the following rating metrics:

Academica Service Provider Rubric			
Exemplary	Solid	Approaching	Unsatisfactory
The service provider exceeds expectations of the school organization by providing excellent level of service. Provider anticipates problems and responds immediately to urgent requests, working extraordinarily	The service provider consistently meets all performance expectations in timeliness, accuracy, responsiveness, efficiency, and integrity. In the rare instance of failing to meet expectations, the service provider acknowledges the deficiency and takes	The service provider occasionally failed to meet the school organization's expectations or has made a material error but otherwise performed satisfactorily. In response to such failure, the service provider is slow to respond or challenges	The service provider consistently fails to meet the school organizations expectations, is inflexible when urgent requests are made, does not respond quickly to calls of emails, subverts the school's organization's mission by its actions and

flexible hours to meet the school organization's needs.	clear and decisive action to address it.	the facts rather than focusing on solving the problem proactively.	behaviors, and does not embody the values of the school organization.
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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:		156	193	264	364
	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	\$238,126.08	\$249,776.64	\$349,465.65	\$551,380.11
Salary and Benefit Apportionment	NA	\$593,202.00	\$617,457.00	\$860,300.00	\$1,365,482.00
Transportation Allowance	NA	\$35,100.00	\$35,100.00	\$35,100.00	\$70,200.00
Special Distributions	NA	\$183,874.16	\$203,937.62	\$269,183.18	\$348,441.90
REVENUE TOTAL	-	\$1,075,302.24	\$1,131,271.26	\$1,514,048.83	\$2,335,504.01

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	\$665,958.50	\$665,958.50	\$869,058.17	\$1,385,006.21
Educational Program Totals	\$0.00	\$97,008.82	\$116,789.35	\$187,159.57	\$293,418.24
Technology Totals	\$0.00	\$34,912.00	\$38,676.00	\$48,498.00	\$61,513.00
Capital Outlay Totals	\$0.00	\$9,570.00	\$11,715.00	\$21,945.00	\$30,195.00
Board of Directors Totals	\$0.00	\$19,600.00	\$20,100.00	\$36,200.00	\$36,830.00
Facilities Totals	\$0.00	\$175,112.92	\$201,100.00	\$271,600.00	\$377,425.00
Transportation Totals	\$0.00	\$58,500.00	\$58,500.00	\$58,500.00	\$117,000.00
Nutrition Totals	\$0.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Other	\$0.00	\$8,640.00	\$8,640.00	\$9,660.00	\$17,255.00
EXPENSE TOTAL	-	\$1,075,302.24	\$1,127,478.85	\$1,508,620.74	\$2,324,642.45
OPERATING INCOME (LOSS)	-	(\$0.00)	\$3,792.41	\$5,428.09	\$10,861.57
PREVIOUS YEAR CARRYOVER		-	\$0.00	\$3,792.41	\$5,428.09
NET INCOME (LOSS)	-	(\$0.00)	\$3,792.41	\$5,428.09	\$10,861.57

Idaho Public Charter School Commission

Charter Petition: Pre-Operational Budget

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.

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		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	\$0.00	

Additional Notes or Details Regarding Revenues:

Pre-Operational Expenditures

Section 1: Staffing

1a: CERTIFIED STAFF	Budget		Assumptions / Details / Sources
Classroom Teachers	FTE	Amount	
Elementary Teachers			
Secondary Teachers			
Specialty Teachers			
Classroom Teacher Subtotals	0.0	-	Average classroom size:
Special Education	FTE	Amount	
SPED Director / Coordinator			
Special Education Teacher			

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	-	
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:					
	156	193	264	364	
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	\$238,126.08	\$249,776.64	\$349,465.65	\$551,380.11	Attach the M & O Revenue Template
Salary and Benefit Apportionment	\$593,202.00	\$617,457.00	\$860,300.00	\$1,365,482.00	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	\$62,400.00	\$77,200.00	\$105,600.00	\$145,600.00	Virtual schools include SDE worksheet
Content and Curriculum	\$14,916.40	\$15,646.20	\$21,253.20	\$32,556.20	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	\$3,262.08	\$3,324.24	\$3,443.52	\$3,611.52	Per SDE Budget guidance
Leadership Premiums	\$9,148.68	\$9,148.68	\$12,198.24	\$18,805.62	Per SDE Budget guidance
IT Staffing	\$10,475.00	\$10,987.50	\$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	\$24,840.00	\$30,170.00	Per SDE Budget guidance
Safe and Drug-Free Schools	\$3,872.00	\$4,316.00	\$5,168.00	\$6,368.00	Per SDE Budget guidance
Technology (i.e. Infrastructure)	\$50,820.00	\$54,335.00	\$61,080.00	\$70,580.00	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	\$14,000.22	\$19,150.56	Per SDE Budget guidance
REVENUE TOTAL	\$1,075,302.24	\$1,131,271.26	\$1,514,048.83	\$2,335,504.01	

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	340,000.00	8.00	340,000.00	11.00	488,125.00	17.00	786,250.00	
Elementary Teachers									
Secondary Teachers									
Specialty Teachers									
Classroom Teacher Subtotals	8.00	340,000.00	8.00	340,000.00	11.00	488,125.00	17.00	786,250.00	Average classroom size: (K-1-1:20;2-3-1:21;4-8-1:25)
Special Education	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
SPED Director									
Special Education Teacher	1.00	42,500.00	1.00	42,500.00	1.00	44,375.00	1.50	69,375.00	
Special Education Subtotals	1.00	42,500.00	1.00	42,500.00	1.00	44,375.00	1.50	69,375.00	Anticipated % Special Education Students: 10%
Other Certified Staff	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Lead Administrator (Principal)	1.0	80,000.00	1.00	80,000.00	1.00	82,400.00	1.00	84,872.00	
Assistant Administrator									
Other Certified Staff Subtotals	1.00	80,000.00	1.00	80,000.00	1.00	82,400.00	1.00	84,872.00	
CERTIFIED STAFF TOTAL	10.00	462,500.00	10.00	\$462,500.00	13.00	\$614,900.00	19.50	\$940,497.00	

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	35,280.00	
Paraprofessionals- SPED									
Admin / Front Office Staff (Office Manager)	1.00	35,000.00	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	35,000.00	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%	\$9,401.50	11.94%	\$9,401.50	11.94%	\$7,723.43	11.94%	\$123,176.44	Public Retirement System of Idaho (PERSI)
Workers comp/ FICA/ Medicare	7.72%	\$8,407.00	7.72%	\$8,407.00	7.72%	\$5,253.34	7.72%	\$9,641.72	
Group Insurance (Medical/Dental)	13.00%	\$4,680.00	13.00%	\$4,680.00	12.65%	\$82,320.00	13.39%	\$138,180.00	
Paid time off (provide assumptions)	1.20%	\$,970.00	1.20%	\$,970.00	1.20%	\$,811.40	1.20%	\$12,379.54	
BENEFITS TOTAL		168,458.50		168,458.50		218,108.17		353,377.71	
CERTIFIED & CLASSIFIED STAFF TOTAL		497,500.00		497,500.00		\$650,950.00		\$1,031,628.50	
TOTAL STAFF & BENEFITS TOTAL		665,958.50		665,958.50		\$869,058.17		\$1,385,006.21	

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		\$22,380.00		\$22,380.00		\$24,840.00		\$30,170.00	State Professional Dev. Funds
SPED Contract Services		27,300.00		33,775.00		46,200.00		63,700.00	Types of anticipated SPED Contractors: OT, PT, ST @ \$175 per student
Leadership Premiums		\$9,148.68		\$9,148.68		\$12,198.24		\$18,805.62	\$1,016.52 per Instructional/Pupil Service staff

Affiliation Fee: Pinecrest Academy, Inc. (1%)	4,332.14	4,511.67	6,224.33	19,870.62	Pinecrest Academy, Inc. Affiliation Fee - Usually 1% (half going back to the school for Professional Development and the other half going to the national Pinecrest 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	19,800.00	54,600.00	Academica Fee schedule - dependent on student count
Substitute Teaching Services	14,850.00	14,850.00	19,800.00	30,525.00	10 days x \$165 per day per Instructional/Pupil Service staff
Office Supplies	2,028.00	2,509.00	3,432.00	4,732.00	\$13 per student
OVERALL EDUCATION PROGRAM TOTAL	\$87,438.82	105,074.35	144,094.57	234,103.24	

Zb: ELEMENTARY PROGRAM	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum	9,570.00	11,715.00	15,361.50	18,117.00	FFE Lease
Elementary Instructional Supplies & Consumables	-	-	17,120.00	19,120.00	Consumables Year 1 picked up in FFE lease / \$80 per student
Elementary Special Education Curricular Materials	-	-	-	-	
Elementary Contract Services (provide assumption)	-	-	-	-	
ELEMENTARY PROGRAM TOTAL	9,570.00	11,715.00	32,481.50	37,237.00	

Zc: SECONDARY PROGRAM	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Secondary Curriculum	-	-	6,583.50	12,078.00	FFE Lease
Secondary Instructional Supplies & Consumables	-	-	4,000.00	10,000.00	\$80 per student
Secondary Special Education Curricular Materials	-	-	-	-	
Secondary Contract Services (provide assumptions)	-	-	-	-	Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	-	-	10,583.50	22,078.00	
EDUCATIONAL PROGRAM TOTAL	97,008.82	116,789.35	187,159.57	293,418.24	

Additional Notes or Details Regarding Educational Program Expenditures:

Assumes Pinecrest 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 Pinecrest 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 Pinecrest 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. Pinecrest 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. Pinecrest 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 Year 1 Budget	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	6,552.00	8,106.00	11,088.00	15,288.00	Contracted IT @ \$42 per student annually (Intelliatek) - reduced fee if breakeven scenario utilizing relationship with Intelliatek
Technology Software & Licenses / Set-up Fees	7,500.00	7,500.00	3,500.00	3,500.00	Tech. Set-up fees
Computers for Staff Use	1,972.00	2,414.00	4,522.00	6,222.00	FFE Lease
Computers for Student Use	2,958.00	3,621.00	6,783.00	9,333.00	FFE Lease
Other Technology Hardware (i.e. document cameras, projectors, etc.)	4,930.00	6,035.00	11,305.00	15,555.00	FFE Lease
TECHNOLOGY TOTAL	34,912.00	38,676.00	48,498.00	61,513.00	

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 Pinecrest 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. Pinecrest 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. Pinecrest 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 Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)	7,177.50	8,786.25	16,458.75	22,646.25	FFE Lease

Kitchen Equipment (warming oven, salad bar, etc.)	2,392.50	2,928.75	5,486.25	7,548.75	FFE Lease
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)					
CAPITAL OUTLAY TOTAL	9,570.00	11,715.00	21,945.00	30,195.00	

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 Pinecrest 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. Pinecrest 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. Pinecrest 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 Year 1 Budget	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 Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Mortgage or Lease	109,200.00	135,100.00	198,000.00	291,200.00	Twin Falls Reformed Church - Estimated Rent @ \$700 per student in Year 1, increasing \$50 per student each year thereafter.
Construction / Remodeling (if applicable)	-	-	-	-	
Repairs and Maintenance	3,912.92	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.)	32,000.00	32,000.00	37,500.00	48,000.00	Contracted Janitorial, Snow, Lawn Maintenance
Utilities (i.e. gas, electric, water, etc.)	24,000.00	24,000.00	25,600.00	27,200.00	\$0.80 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	175,112.92	201,100.00	271,600.00	377,425.00	

Additional Notes or Details Regarding Facilities Expenditures:

The Pinecrest Academy of Idaho Board will secure a facility lease in time for the commencement of school operations. Pinecrest Academy of Idaho has set aside \$700 per pupil for facility rent in its first year increasing by \$50 per student each year. Assumes Pinecrest 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 Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
PAI 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:

Pinecrest 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 Pinecrest 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 Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Food Costs	6,000.00	6,000.00	6,000.00	6,000.00	
Non-Food Costs					
NUTRITION TOTAL	6,000.00	6,000.00	6,000.00	6,000.00	

Additional Notes or Details Regarding Other Expenditures:

Pinecrest Academy of Idaho projects that 66% 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 \$6,000 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 Year 1 Budget	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	3,360.00	5,640.00	Est. @ \$240 per employee
OTHER TOTAL	8,640.00	8,640.00	9,660.00	17,255.00	
Additional Notes or Details Regarding Other Expenditures:					

Cash Flow Operational Year 1														
Year 1														
	Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total
Student Enrollment Capacity	193													
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	249,777	\$62,444.16	\$74,932.99			\$29,973.20			\$49,955.33			\$27,475.43		\$244,781.11
Salary and Benefit Apportionme	617,457	\$154,364.25	\$185,237.10			\$74,094.84			\$123,491.40			\$67,920.27		\$605,107.86
Transportation Allowance	35,100	\$8,775.00	\$10,530.00			\$4,212.00			\$7,020.00			\$3,861.00		\$34,398.00
Special Distributions	203,938								\$50,984.41			\$152,953.22		\$203,937.62
Total Revenue	\$1,131,271.26	\$250,583.41	\$270,700.09	\$0.00	\$0.00	\$108,280.04	\$0.00	\$0.00	\$231,451.13	\$0.00	\$0.00	\$252,209.92	\$0.00	\$1,113,224.59
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	116,789.35		\$10,617.21	\$10,617.21	\$10,617.21	\$10,617.21	\$10,617.21	\$10,617.21	\$10,617.21	\$10,617.21	\$10,617.21	\$10,617.21	\$10,617.21	\$116,789.35
Technology Totals	38,676.00		\$3,516.00	\$3,516.00	\$3,516.00	\$3,516.00	\$3,516.00	\$3,516.00	\$3,516.00	\$3,516.00	\$3,516.00	\$3,516.00	\$3,516.00	\$38,676.00
Capital Outlay Totals	11,715.00		\$1,065.00	\$1,065.00	\$1,065.00	\$1,065.00	\$1,065.00	\$1,065.00	\$1,065.00	\$1,065.00	\$1,065.00	\$1,065.00	\$1,065.00	\$11,715.00
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	201,100.00	\$16,758.33	\$16,758.33	\$16,758.33	\$16,758.33	\$16,758.33	\$16,758.33	\$16,758.33	\$16,758.33	\$16,758.33	\$16,758.33	\$16,758.33	\$16,758.33	\$201,100.00
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	\$1,127,478.85	\$16,758.33	\$95,929.45	\$95,929.45	\$95,929.45	\$95,929.45	\$95,929.45	\$95,929.45	\$95,929.45	\$95,929.45	\$95,929.45	\$95,929.45	\$95,929.45	\$1,071,982.31
Cash Flow														
Operational Cash Flow		\$233,825.08	\$174,770.64	(\$95,929.45)	(\$95,929.45)	\$12,350.58	(\$95,929.45)	(\$95,929.45)	\$135,521.68	(\$95,929.45)	(\$95,929.45)	\$156,280.46	(\$95,929.45)	\$41,242.28
Cash on Hand	\$0.00	-	\$233,825.08	\$408,595.72	\$312,666.26	\$216,736.81	\$229,087.40	\$133,157.94	\$37,228.49	\$172,750.17	\$76,820.72	(\$19,108.73)	\$137,171.73	
Cash End of Period		\$233,825.08	\$408,595.72	\$312,666.26	\$216,736.81	\$229,087.40	\$133,157.94	\$37,228.49	\$172,750.17	\$76,820.72	(\$19,108.73)	\$137,171.73	\$41,242.28	\$41,242.28

New Charter Petition Facility Option 1						
Location Address	1631 Grandview Dr. N, Twin Falls, ID 83301					
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:		Twin Falls Reformed Church			
	Physical Address of Home Office:		1631 Grandview Dr. N, Twin Falls, ID 83301			
	Website Address:					
	Company Contact:					
	Company Contact Phone Number:					

Additional Information - Facility Option 1
<p>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.</p> <p>We do not anticipate much need to for remodeling or fixing of the facility. Facility is set up to run a school already.</p>

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	\$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)	Choose an item.	
Capitalization rate at purchase (if applicable)		
Other		
<p>Please include any additional narrative here.</p> <p>Twin Falls Reformed Church has classrooms that can 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 permeant site nearby.</p>		

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New Charter Petition Facility Option 2

Location Address						
Facility Information	Anticipate Move-In Date	8/1/2023	Facility Type	New Land	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:		N/A			
	Physical Address of Home Office:		TBD			
	Website Address:					
	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.

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		
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)	Choose an item.	
Capitalization rate at purchase (if applicable)		
Other		
Please include any additional narrative here.		

PAI will look to construct a long term facility after it's first or second year of operation. For it's long-term facility PAI will look to build a facility that accommodates the school's enrollment at full capacity and estimates that the long-term facility it constructs be approximately 60-75 SF p/student, with large field space.



0003597910

**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 #: 0003597910

Date Filed: 8/19/2019 12:25:28 PM

Articles of Incorporation (Nonprofit)	
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Expedited (+\$40; filing fee \$70)
Article 1: Corporation Name	
Entity name	Pinecrest 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:
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.	
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	INCORP SERVICES, INC. Commercial Registered Agent Physical Address 1310 S VISTA AVE STE 27 BOISE, ID 83705 Mailing Address 1310 S VISTA AVE STE 27 BOISE, ID 83705

B0327-6933 08/19/2019 12:26 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
Alejandro Castaneda	Director	PO BOX 5572 TWIN FALLS, ID 83303
Connie Stopher	Director	1866 TETON CT. TWIN FALLS, ID 83301
Kim Hamblin	Director	195 RIVER VISTA PL 304 TWIN FALLS, ID 83301
Lucy Keaton	Director	527 BROKEN SHALE CIR. HENDERSON, NV 89052
Roy Villasenor	Director	1989 TAMARACK LOOP TWIN FALLS, ID 83301

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

Michael Muehle

Michael Muehle

08/19/2019

Date

BYLAWS OF **PINECREST ACADEMY OF IDAHO**

ARTICLE I **INTRODUCTION AND LEGAL STATUS**

Section 1. Name, Location and Address. The name of the charter school is PINECREST ACADEMY OF IDAHO (the “School”). The School, is located in Twin Falls, 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

PINECREST 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 PINECREST ACADEMY OF IDAHO (“PINECREST”) 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 PINECREST 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 PINECREST has a transaction or arrangement,
 - b. A compensation arrangement with PINECREST or with any entity or individual with which PINECREST has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which PINECREST 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 PINECREST or any entity in which PINECREST has a financial interest;
 - b. Does not directly or indirectly have a significant business relationship with PINECREST which might affect independence indecision-making;
 - c. Is not employed as an executive of another corporation where any of PINECREST’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 PINECREST or who holds a position that has a significant financial relationship with PINECREST.

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 PINECREST can obtain with reasonable efforts a more advantageous 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 PINECREST'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 PINECREST 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 PINECREST 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 PINECREST, either individually or collectively, is prohibited from providing information to any committee regarding compensation.~~ Board Members shall not receive compensation from PINECREST.

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 PINECREST 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 PINECREST 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 PINECREST'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, PINECREST 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 PINECREST.

They will not attempt to exercise individual authority over PINECREST. 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.

ALEJANDRO L. CASTAÑEDA

PO BOX 5572
TWIN FALLS, IDAHO 83303
Ph: (208) 539-5758
alexc@bluelakes.email

OBJECTIVE:

I am seeking employment with a growing Company where I can utilize my education and experience in working with a population with special needs.

EXPERIENCE:

1-1-2002 – present

Blue Lakes Real Estate Co., Twin Falls, ID

Owner, Manager

I own and managed the daily operations of a top selling real estate team well over 17 years. My responsibilities include but are not limited to; supervise daily management of finances, property management, sales, buyers trust funds, and making sure we maintain compliance with Idaho Real Estate code.

Our team has and continues to be one of the top selling teams in our area. Doing over 100 sides closed per year. In the last two years, my team, and I have closed 209 units, and totaling over 26 million dollars. Of which 12 were commercial transactions totaling 4.3 million dollars.

3-2011 – present

Radio Rondevoo, Twin Falls, ID

Owner, CEO

Owner operator of the radio Rondevoo event center. Supervise day to date management of bookings, finances and revenue. I directly supervised events managers, janitorial, and maintenance staff.

02/97 – 12-2001

Idaho Migrant Council, Inc., Twin Falls/Burley, ID

REGIONAL MANAGER

Manage Twin Falls and Burley Employment & Training offices by performing the following duties; Plan and direct program activities targeted to Hispanic adults and youths, and migrant seasonal farm workers by assisting in employment and training services, emergency services such as food, shelter and general supportive services. Translates, and Notarizes materials for clients from Spanish to English or vice-versa. Directly hire, supervises and trains Burley and Twin Falls area office staff; monitor and manage program budgets, maintain effective coordination with employer community and other agencies. Assists Employment and Training Director in research and grant proposal writing and Provides reports, and documentation regarding program and office activities. Solicits employers for hard to place program participants. Also, provides assistance to Director with training of newly hired management staff. Engages in research and follow up activities to evaluate counseling techniques. Compiles and studies occupational, educational, and economic information to aid participants in making and carrying out vocational and educational objectives. Including but not limited to serving as the liaison to the Membership-Regional Council, and IMC Board of Trustees for this Region. As a Regional Manager I place a high emphasis in advocating for Migrant and Seasonal Farmworkers' civil rights, and employment discrimination.

01/94 - 01/97

Idaho Migrant Council, Inc., Blackfoot, ID

EMPLOYMENT & TRAINING COUNSELOR

Interviewed, identified, enrolled and counseled eligible clients and provided educational and vocational services by performing the following duties; conducted in-depth assessment of applications to determine eligibility and

appropriateness for enrollment in training or employment placement. Enrolled and assisted participants to set employability goals and developed individual training plans for vocational, on-the-job or other available training activities. Collected, organized, and analyzed job market information from area employers and educational/vocational institutions to assist clients' vocational and educational planning and goal setting, referred clients to potential job openings, monitored trainees on-site every two weeks to encourage, counseling and ensure retention in the training program. Identified trainees supportive service needs that could be met by the IMC or other community resources, maintained current area job listings, engaged in research and follow-up activities to evaluate counseling techniques. Assisted area employers in developing job openings appropriate for clients. Advised area agencies of available resources and services, and opportunities available through IMC's Employment and Training Component. Translated materials for clients. Provided technical assistance to area employers for development of on-the-job training opportunities for IMC's participants, and to establish placement opportunities for IMC's participants who successfully completed training activities.

04/93 - 01/94

Idaho Migrant Council, Inc., Burley, ID

SUMMER YOUTH COORDINATOR/IIB PROGRAM

Duties were to select applicants for summer jobs by interviewing, developing an enrollee pool, and verifying eligibility for the program. Conducted pre-assessment, and in-depth assessment of participants to determine eligibility for enrollment for summer youth program, identified goals and objectives and developed and action plan of participants expectations from JTPA program. Analyzed job market information, to establish placement opportunities for summer youth program participants.

05/92 - 04/93

Idaho Migrant Council, Inc., Burley, ID

TEACHER'S AIDE

Assisted head teacher in providing assistance to children to promote social, physical, and intellectual growth of children, by performing the following duties; Ensured children practice personal cleanliness and self help skills, wrote lessons plans tailored to individual child's development, recorded individual child's progress, and planned daily experiences based on assessment and progress information, observed children in classroom, attended family conferences, and home visits, advocated for the needs and interests of migrant children and their families.

EDUCATION:

1998 – Present

I have received and provided Training at the National Level to help implement the Workforce Investment Act of 1998. As well as provided workshops at various National Conferences regarding IMC unique services, and ways of reaching out to the Migrant and Seasonal Farmworker, Hispanic, and low-income community.

05/94 - 06/94

Training in Life Management skills, for Adults & At-Risk Youth,
CERTIFIED

11/92 - 05/93

(CSI) College of Southern Idaho, Twin Falls, Idaho
(CDA) CHILD DEVELOPMENT ASSOCIATES

08/88 - 05/92

Raft River High School, Malta, Idaho

PERSONAL:

1994-Present: Cinco de Mayo Planning Committee

1997 to Present: Region IV Development Association Board of Directors
1997 to Present: South Central Idaho Works! Board of Directors
1997-Present: Member of the Twin Falls Police Community Council
1998 to Present: Member of the Regional Collaborating Team to Implement One Stop for this Region
1999 to Present: Member of the One Stop System Implementation Committee
Computer Skills: Word 97, Microsoft Excel 97, Access, DBASE IV, Windows 95, and WinNT. Typing 30 W.P.M.
**Excellent bilingual skills, fluent in reading and writing English and Spanish.*

REFERENCES:

Excellent references available upon request

SUMMARY OF QUALIFICATIONS

- Several years of management and leadership experience
- Extensive public relations and community outreach experience
- Several years of experience in fundraising, grant writing and volunteer efforts
- Successfully developed and reorganized departments and organizations to optimize efficiency and performance
- Several years of experience developing marketing materials for a variety of industries
- Experience preparing and giving professional presentations including staff trainings
- Several years of experience developing, distributing and interpreting reports, surveys, and data
- Several years of experience in workforce development

EDUCATION

Idaho State University	Pocatello, ID
Master of Public Administration	
<ul style="list-style-type: none"> • Emphasis in State, Local, and Non-Profit Organizations 	
Idaho State University	Pocatello, ID
BA: Political Science	

CAREER OVERVIEW

2017-Present	Southern Idaho Economic Development Organization Twin Falls, ID Executive Director <i>In this role, I direct and oversee the business and talent recruitment efforts for a 8 county region by collaborating with partners, stakeholders, cities and counties throughout Southern Idaho. Some of my accomplishments include:</i> <ul style="list-style-type: none"> • Developed and launched a new talent recruitment campaign • Completed an organizational merger that added new staff and regional services • Expanded organizational capacity while balancing the budget and creating reserves • Expanded regional footprint, increased membership, and increased engagement
2014-2017	South Coast Development Council Coos Bay, OR Executive Director <i>I served as the administrator and manager of the South Coast Development Council (SCDC), a regional non-profit economic development organization. My primary focus included implementation of the SCDC strategic plan and partnering with the SCDC Board, cities, counties, port districts and public of Oregon's South Coast to recruit and retain quality jobs through responsible development. Some of my accomplishments include:</i> <ul style="list-style-type: none"> • Developed and manage new Business Retention and Expansion Program • Increased and expanded organization's regional presence • Created first community profile for the region • Created new project reporting system • Increased and broadened community support and engagement • Increased revenue 77% in two years

- | | | |
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| 2006-2008, 2013-2014 | Bannock Development Corporation
Economic Development Specialist- Director of Investor Relations
<i>In this role, I had the unique opportunity to work directly on projects to recruit new business. I assisted with the development of proposals and served as an organizational representative to numerous government agencies and business entities. As a special project I also took on the task of re-establishing the Business Retention and Expansion program and serve as the liaison to the Workforce Sub-committee and the Fundraising Sub-Committee. I was also responsible for:</i> <ul style="list-style-type: none"> • Investor relations, including fundraising, planning events, grant writing and bringing on new investors • Preparing financial statements/ reports; accounts payable; preparation and distribution of payroll • Conducting research for specific client needs, on a variety of topics • Assisting Executive Director with client relations, and the development of proposals. • Developing and assisting with the creation and disbursement of newsletters, press releases and marketing information • Managing intern program | Pocatello, ID |
| 2012-2014 | Idaho State University
Human Resources Training Associate, Continuing Ed and Workforce Training Instructor
<i>In this role, I was responsible for developing and implementing a variety of trainings programs for faculty and staff. These trainings included but were not limited to Communication Skills and Leadership. I was also responsible for:</i> <ul style="list-style-type: none"> • Successfully increased contributions for university wide fundraising campaign • Assisting with the ISU Cares Employee recognition program • Maintaining and updating various HR web pages • Develop and Instruct public courses on a variety of professional and personal development topics | Pocatello, ID |
| 2011-2012 | Seasons of Hope
Executive of Human Resources-
<i>In this role, I developed the Human Resources Department from the ground up. I managed recruitment and personnel for 6 growing medical offices across the state. I also was solely responsible for:</i> <ul style="list-style-type: none"> • Writing staff contracts • Department reorganization, analysis, and improvement • Staff hiring, firing, and training • Tracking and increasing staff productivity • Managing staff benefits programs • Posting job openings | Chubbuck, ID |

Community Leadership Roles:

- 2017-2018: Idaho Economic Development Association-Board of Directors, Treasurer
- 2016- 2017: Southwestern Oregon Workforce Investment Board- Board of Directors, Vice Chair
- 2015- 2017: Oregon Economic Development Association- Board of Directors
- 2015 2017: Coos County Urban Renewal Agency- Board Member
- 2014- 2017: Coos Bay Downtown Association- Board President
- 2014- 2017: Bay Area Enterprises- Board of Directors
- 2014- 2017: Bay Area Chamber of Commerce- Board of Directors



Kim
Hamblin

208-316-2201 /
kimhamblinrealtor@gmail.com

EXPERIENCE

Real Estate Consultant

Realtor, Real Estate Consultant at Westerra Real Estate Group / Twin Falls, ID / May 2019 - Present

- Consulted industry professionals on matters regarding the sale of real estate and real estate best practice.

Real Estate Agent

Berkshire Hathaway Idaho Homes & Properties / Twin Falls, ID / April 2017 – May 2019

- Sold over \$1.1 Million worth of real estate between December 2017-July 2018

CREDENTIALS & COMMUNITY SERVICE

2018 Community Outreach Committee

- Facilitated relationships with local entities and assisted in community initiatives addressing housing and community issues related to real estate with Idaho Realtors

Valley House Homeless Shelter

- Currently serves on Board, overseeing the provision of short term relief for homeless and low income persons in the Twin Falls area.

Credentials

- ABR
- PSA
- SRES
- SRS

Education Masters of Arts in Educational Leadership, May 1999, University of Nevada Las Vegas
Bachelor of Arts in Education, June 1989, Fresno State University

Professional Experience Pinecrest Academy of Nevada
Clark County School District, Las Vegas, NV

June 30, 2020 – Retired from Pinecrest Academy St. Rose

August 2015 – Current Principal at Pinecrest Academy St. Rose Campus

- Planned and organized the opening of the new campus
- Implemented structures and the adopted Instructional Model to ensure student achievement and success.
- Ensured the required enrollment expectations by holding Parent Informational Meetings, advertising, and having Meet the Principal park events. All enrollment expectations were met and the wait list was maintained and exceeded in having over 1600 students waiting to get accepted to the campus.
- Student academic performance was maintained and gains were demonstrated at the end of the year through the STAR Reading and STAR Math quarterly assessment along with the mandated SBAC state test.
- Frequent parent, student, and teacher surveys were conducted to ensure school success.
- K-8 student population was 940 students.
- All course work focused on college and career readiness.
- Developed and offered 15 after school clubs, such as: drama, guitar, violin, engineering, yoga, gymnastics, etc.
- Offered after school sports: flag football, soccer, volleyball, cross country, tennis, etc.

February 2014 – June 2015 Principal at Ronzone Elementary School

- Transitioning school from a nine month calendar year to a year round setting.
- Planning and preparing for the 2014-2015 school year.
- K-5 student population was 970 students.
- 100% Title I school
- 60% of Hispanic population identified as English Language Learners.
- Demographics were: 70% Hispanic, 15.42% Black, 7.97% white
- Students demonstrated strong reading achievement by utilizing MAP and STAR testing.
- Implemented Mandatory Student Attire
- Weekly and monthly celebrations were held to recognize students as they succeeded with their reading and math levels.

February 2013 – February 2014 Assistant Superintendent for the English Language Learner Program for Clark County School District

- Supervised over 200 staff members which include: Instructional coaches, Coordinators, Executive Directors, Translators, and Language Assessment personnel.
- Implemented Instructional Programs to help raise student achievement for over 90,000 identified English Language Learner (ELL) students K-12 grades.
- Developed an Action Plan to help raise the academic progress of students,

increase high school graduation rates, and help decrease student high school drop-out rates.

- Supported over 350 Elementary, Middle, and High Schools with their ELL needs by providing them with Title III funding, trainings, materials, interventions and before and after school tutoring.
- Managed a budget of \$25 million dollars.

August 2005 - February 2013

Principal at Halle Hewetson Elementary

- Transformed school from a low performing school into an Exemplary Turn Around school (the highest designation for the state of Nevada) in 2010 by implementing and monitoring a focused School Improvement Plan.
- Selected as the National Distinguished Principal for the state of Nevada in 2010 and participated in the Award Ceremony in Washington D.C.
- Recognized as the Principal of the Year in 2011 and was inducted in the Nevada Education Hall of Fame in Reno, Nevada.
- Received a Certificate of Recognition and Distinction by Senators Harry Reed, and John Ensign as well as a Congressional Recognition by Congresswoman Shelley Berkley for academic excellence.
- Earned the National Excellence Urban School Transformation Honor Roll Award in 2010 by the National Center for Urban School Transformation.
- Received the SuccessMaker Scholar Award in 2011 by Pearson Digital Learning in recognition for outstanding student achievement.
- Published an article, “Nowhere to Go But Up” for the March/April 2011 issue of Principal magazine for the National Association of Elementary School Principals.
- Highlighted and recognized in the Renaissance Learning’s Extra Ordinary Educator Newsletter in 2010 for excellence in reading.
- Met Adequate Yearly Progress for five years in a row. These findings derived from the state’s annual Criterion Reference Test.
- Maintained High Achieving status for two consecutive years.
- Focused on strengthening Mathematics at all grade levels where 91% of our students were designated proficient.
- Focused on strengthening ELA at all grade levels where 80% of our students were designated proficient.
- Consistently met Annual Measurable Achievement Objectives (AMAO) for our high English Language Learner population by providing daily tutoring for all students. Students are consistently demonstrating substantial English Language growth and are exiting the ELL program at a rapid rate.
- Invited by Nevada’s Governor Sandoval on March 2013 and presented at the annual nationwide Governor’s Conference on “How to be Successful at a High Poverty School.”
- Presented to administrators and teachers at the 2010 Nevada Mega Conference in Reno, Nevada on how to transform ELA achievement by utilizing best practices and implementing daily self-selected reading programs.
- Presented to all CCSD elementary schools through the Curriculum Professional Development Department on best practices in writing instruction.
- Provided training and mentored over 20 principals in how to develop strong School Improvement Plans and how to engage students in reading and writing.
- Trained over 18 visiting schools throughout the state and nation on Hewetson’s Power Reader, Goal Setting and Incentive Programs.
- Taught classes at Nevada State College, post/undergraduate courses for TESL endorsement, Dual Language Instruction, and Introduction to Education.
- Developed, mandated, implemented, facilitated and monitored weekly Professional Learning Community meetings at each grade level to maintain fidelity of implementation.

- Implemented a teacher mentoring program to ensure teacher retention at the school.
- Created student incentive programs to increase attendance, and decrease unacceptable school behavior.
- Provided opportunities for members of the school community to collaborate, develop leadership, and share responsibility for student learning.
- Raised PTO parent participation from 40 members to over 400 members.
- Implemented the PAAL's (Parents as Academic Leaders) program where parents volunteered in the classroom -123 parents participated and assisted 123 hours in the classroom.
- Developed a common prep schedule that increased time for the Professional Learning Community's to interpret data and increase student achievement.

April 2001- July 2005

Assistant Principal at Halle Hewetson Elementary

August 2000-April 2001

English Language Learner Administrator Specialist

August 1998-August 2000

Teacher on Special Assignment for the English Language Program

August 1996-August 1998

English Language Learner Facilitator at Ruby Thomas ES

August 1994-July 1996

Bilingual Kindergarten Teacher at Ruby Thomas ES

**Professional
Membership**

Clark County Association of School Administrators (CCASA)
Nevada Association of School Administrators (NASA)

Roy Villaseñor

1989 Tamarack Loop
Twin Falls, ID 83301
(208) 490-0448

SKILLS:

Workforce Programs YouthBuild
Housing Management Management Skills
Computer Literate/Public Relations Bilingual English/Spanish
Certified Workforce Development Professional
Resident Producer License Insurance agent – Property & Casualty

EMPLOYMENT:

03/02- Present

Community Council of Idaho, 1139 Falls Ave East Suite# B, Twin Falls, ID 83301

EMPLOYMENT & TRAINING SPECIALIST/REGIONAL MANAGER

Manage the operations of two offices administering employment & training and YouthBuild programs, community financial services to farmworkers and rural poor program participants. Establish work sites, training sites, and educational opportunities. Responsible for training, mentoring, coaching, and evaluating staff in delivery of state and federal grant funding sources. Ensure proper documentation, establishing eligibility for programs, service delivery, and statistical reporting of outcomes. Manage the offices' programs and administered budgets. Collect, organize and analyze job market information from employers and educational institutions to assist participants in their training careers. Supervise youth program to reduce the dropout rate and promote post secondary education. Assist in various community organizations to ensure efficient delivery of services.

06/2015-Present

CastleRock Insurance, 1225 Overland Ave. Burley, ID 83318

Resident Producer – Property & Casualty

Customize insurance programs to suit individual customers, often covering a variety of risks. Explain features, advantages, and disadvantages of various policies to promote sale of insurance plans.

11/00 – 03/02

Idaho Migrant Council, 1122 Washington St. So, Twin Falls, ID 83301

RENTAL HOUSING MANAGER

Manage the operations for two housing complexes, which consisted of 124 units. Ensured proper documentation, establishing eligibility for USDA and IFHA housing regulations. Collected rents and provided rental assistance through community resources. Supervised clerical staff and maintenance workers on their responsibilities. Planned effective maintenance schedules for work orders on a priority manner. Administered budgets and maintained computerized ledgers. Promoted positive relations with community & tenants.

01/94 – 11/00

Idaho Migrant Council, 406 Gardner Ave., Twin Falls, ID 83301

EMPLOYMENT & TRAINING COUNSELOR

Responsible for job development and public relations with area employers and other organizations. Collecting, organizing and analyzing job market information from employers and education/vocational institutions to assist clients' vocational and educational planning in Title IV Section 402/WIA Training programs. Conduct in-depth assessment to determine eligibility and appropriate enrollment in training or employment(On-the-job training, classroom training, limited work experience, and direct placement). Responsible for meeting goals for each quarter and program year for the Title IV Section 402/WIA Training Programs. Assisted in CSBG, FEMA, SOS, and 402 non-training, and summer youth programs to determine eligibility and enrollment. Monitoring trainees on-site bi-weekly to encourage, counsel, and ensure retention. Planned and monitored budget for the 402 training program. Submitted computerized ledgers and monthly reports. Attended community meetings to assist in enhancing the social and economical status of the low-income population. Planned and assisted fundraiser for the Community Council of Idaho Scholarship fund.

EDUCATION:

2017

Association of Farmworker Opportunity Program Training Institute
Certificate of Achievement Business Services Certification

2015

Resident License Producer – Property & Casualty

2015

Association of Farmworker Opportunity Program Training Institute
Certificate of Achievement Job Seeker Certification

12/9/2010

Association of Farmworker Opportunity Program Training Institute
Certificate of Achievement Job Development

9/16/2006

The National Association of Workforce Development Professionals
Certified Workforce Development Professional Certification

2/01/2006

Community Action Partnership (Institute of Family Support & Development)
Family Development Specialist Certification

08/92 – 12/93

College of Southern Idaho, Twin Falls, ID 83301
Core courses in Associates of Liberal Arts/Associates in Applied Science

08/91 – 05/92

Idaho State University, Pocatello, ID
CERTIFICATE IN LAW ENFORCEMENT

08/86 – 05/89

Minidoka High School, Rupert, ID 83350
High School Diploma

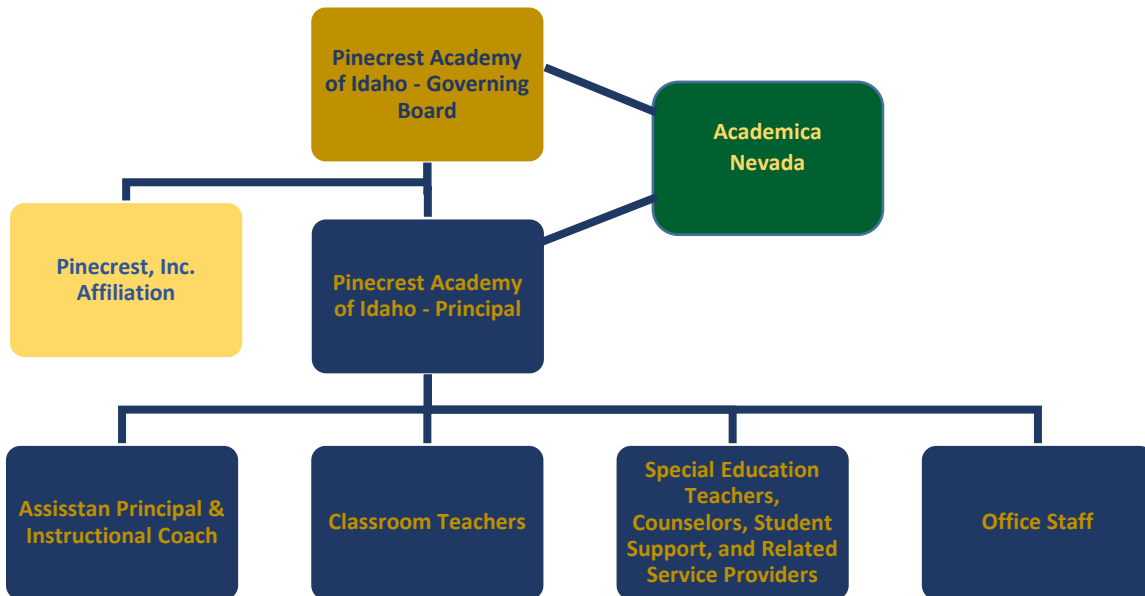
ORGANIZATIONS:

*Board Member for Region IV Development
Board Member for Idaho Hispanic Chamber of Commerce*

REFERENCE:

Available Upon Request

Pinecrest Academy Organizational Chart



Pinecrest, Inc. Affiliation

Support from the Pinecrest, Inc. Affiliation will include Principal resources, training, accreditation support, and arts integration support from both the Nevada and Florida Pinecrest networks, among other resources and supports. While this is a replication of the Pinecrest Academy educational model, the Pinecrest Academy of Idaho Governing Board maintains complete authority and autonomy apart from the Pinecrest, 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](#).

JOB DESCRIPTION

POSITION TITLE: Principal

CONTRACT YEAR: Twelve (12) Months

QUALIFICATIONS

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

EXPERIENCE

REQUIRED: A total of five (5) years of school experience is required, including a minimum of three (3) years of experience as a Principal/Assistant Principal. Must hold a Idaho-issued Administrator of a School License or be eligible to receive the same within 1 year.

REPORTS TO: Governing Board.

SUPERVISES: All Administrative, Instructional, and Non-Instructional staff at the school.

POSITION GOAL: 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.

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 Pinecrest 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.
- Perform other duties as assigned by the Governing Board.

Education Service Provider

How and Why the ESP was Selected

The founding committee has chosen to partner with Academica, a charter school service organization, and Pinecrest Academy, Inc., a STEAM focused school network, for the planning and establishment of Pinecrest Academy of Idaho. Pinecrest 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. PAI chose to join the Pinecrest 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. Pinecrest Academy is recognized for excellence nationally by independent organizations and receives excellent results on state performance measures.

While PAI will be replicating Pinecrest Academy Inc.'s school model, PAI'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 PAI to our community's needs.

Pinecrest 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 Pinecrest Academy, Inc. in providing services to Pinecrest Academy of Idaho. PAI will benefit from not only the Pinecrest Academy network of schools, but also an existing portfolio of over 150 Academica partner schools.

Moreover, we feel Academica's fee and Pinecrest 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.

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.

Pinecrest Academy, Inc., charges a fee of 1% of annual revenues in exchange for the support services detailed below and the use of the Pinecrest Academy name and logo. The Pinecrest 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 Pinecrest 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 Pinecrest Academy, Inc. to successfully assist in completing the accreditation process. We expect Pinecrest 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.

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 Pinecrest 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, PAI will partner with Pinecrest Academy, Inc., which will provide the administrator with training, share best practices, and collaborate on educational programs and initiatives. This partnership will provide PAI'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 PAI 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 Pinecrest 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 PALLY 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 Pinecrest Academy, Inc. is to serve at the will and guidance of the Board. We expect Academica Nevada and Pinecrest 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 Pinecrest 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 PAI 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 PAI 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 PAI serve more students and maintain financial surpluses without compromising the educational goals of the school.

The school will affiliate with Pinecrest 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 Pinecrest 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.

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 Pinecrest Academy, Inc. in providing services to PAI.

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
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. <input type="checkbox"/> 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. <input type="checkbox"/> 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. <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 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:			

Responsibilities: Assist schools in preparing and drafting school and board policies and other written documents (i.e. contracts, MOU's) as requested. <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 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:			
Responsibilities: Work with campus leaders to resolve legal issues regarding parents, staff, and students. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
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			
Responsibilities: Confer with clients to determine marketing strategy and design of school marketing materials. <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 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:			
Responsibilities: Work closely with school principals, directors, managers, administration, and all other school representatives for creative direction. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
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

funding questions. Staff does not assist the system with budget revisions.	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.	to modify grant budgets, as the need arises. Staff works with all agencies that have questions regarding grant reimbursements or other grant related questions.	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.
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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**

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
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.	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.	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.	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.

Comments:

Responsibilities: Track teacher licensure and notify teachers of license expiration.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Licensed staff are not notified of upcoming license expiration at least 6 months in advance. No attempt is made to notify licensed staff and	Licensed staff are inconsistently notified of upcoming license expiration at least 6 months in advance. A modest attempt is made to notify	Licensed staff are consistently notified of upcoming license expiration at least 6 months in advance. Licensed staff and administration are	Licensed staff are consistently notified of upcoming license expiration, including an explanation of any provisions or requirements

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.
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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 with in 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

PINECREST ACADEMY OF IDAHO, INC.

AND

ACADEMICA IDAHO, LLC

TABLE OF CONTENTS

DUTIES OF SERVICE PROVIDER:	3
1. Recitals	3
2. Engagement	3
3. Duties	3
4. Board of Directors Meetings	4
5. Record Keeping	4
6. Bookkeeping	4
7. Staff Administration	4
8. Financial Projections and Financial Statements	5
9. Grant Solicitation	5
10. Financing Solicitation and Coordination	5
11. Other Funding Sources	5
12. Annual Reporting	6
13. School Board Representation	6
14. Governmental Compliance	6
15. Charter Renewal Coordination	6
16. Facilities Identification Expansion, Design and Development	6
17. Systems Development	7
TERM OF AGREEMENT	7
18. Initial Term	7
19. Renewal	7
20. Termination	7
COMPENSATION	8
21. Base Compensation	8
22. Additional Services	8
23. Reimbursement of Costs	8
24. Incurred Expenses	9
OTHER MATTERS	9
25. Designated Contact Person	9
26. Conflicts of Interest	9
27. Insurance and Indemnification	9
28. Miscellaneous	9

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

This is an Agreement to provide services and support to a Charter School by and between Pinecrest Academy of Idaho, Inc. (“Pinecrest”) and Academica Idaho LLC (“Service Provider”)

WHEREAS, Pinecrest has a contract (“the Charter”) with the Idaho Public Charter School Commission (the “State”) to operate a charter school, known as the Pinecrest Academy of Idaho, Inc. (the “School”);

WHEREAS, the School is governed by the Board of Directors of Pinecrest 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, Pinecrest 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 Pinecrest, and the Board of Director's duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

WHEREAS, Pinecrest 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

Pinecrest 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 Pinecrest 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 Pinecrest employees or employees leased to Pinecrest, 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. Pinecrest 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, Pinecrest 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, Pinecrest 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 Pinecrest 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

Pinecrest 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 Pinecrest 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 Pinecrest 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 Pinecrest, 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 Pinecrest, 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 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 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 Twin Falls, 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: **Pinecrest 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 Pinecrest held on the ____ day of _____. At that meeting, the undersigned Director of Pinecrest 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.

Pinecrest Academy of Idaho, Inc. Board

By: _____
Board Chair

Date: _____

ACADEMICA IDAHO, LLC

By: _____
Robert Howell, CEO

Date: _____

DRAFT

July 1, 2019

PINECREST ACADEMY OF IDAHO

A K-8 PUBLIC
CHARTER SCHOOL



FOUNDING BOARD OF DIRECTORS

ALEX CASTAÑEDA

KIM HAMBLIN

LUCY KEATON

CONNIE STOPHER

ROGELIO VILLASEÑOR

LUKE SCHROEDER
SUPERINTENDENT OF SCHOOLS
KIMBERLY SCHOOL DISTRICT
141 CENTER STREET WEST
KIMBERLY, ID 8334

Dear Mr. Schroeder,

Pinecrest Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Twin Falls, Idaho area. As such, the school anticipates opening in the fall of 2020 and could potentially serve students within the Kimberly School District 414.

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 you so request.

Included with this letter is a copy of our proposed charter petition for your reference.

If you have any questions, please email Kim Hamblin at kimhamblinrealtor@gmail.com.

Thank you,

A handwritten signature in blue ink that reads "Kim Hamblin".

KIM HAMBLIN
FOUNDING BOARD MEMBER,
PINECREST ACADEMY OF IDAHO
F1 - DISTRICT NOTIFICATION LETTERS
Pinecrest Academy of Idaho



143

July 1, 2019

PINECREST ACADEMY OF IDAHO

A K-8 PUBLIC
CHARTER SCHOOL



FOUNDING BOARD OF DIRECTORS

ALEX CASTAÑEDA

KIM HAMBLIN

LUCY KEATON

CONNIE STOPHER

ROGELIO VILLASEÑOR

JOHN GRAHAM
SUPERINTENDENT OF SCHOOLS
FILER SCHOOL DISTRICT
700 B STEVENS AVE
FILER, ID 83328

Dear Mr. Graham,

Pinecrest Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Twin Falls, Idaho area. As such, the school anticipates opening in the fall of 2020 and could potentially serve students within the Filer School District.

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 you so request.

Included with this letter is a copy of our proposed charter petition for your reference.

If you have any questions, please email Kim Hamblin at kimhamblinrealtor@gmail.com.

Thank you,

A handwritten signature in blue ink, reading "Kim Hamblin", is positioned above the printed name.

KIM HAMBLIN
FOUNDING BOARD MEMBER,
PINECREST ACADEMY OF IDAHO



July 1, 2019

PINECREST ACADEMY OF IDAHO

A K-8 PUBLIC
CHARTER SCHOOL



FOUNDING BOARD OF DIRECTORS

ALEX CASTAÑEDA

KIM HAMBLIN

LUCY KEATON

CONNIE STOPHER

ROGELIO VILLASEÑOR

DALE LAYNE
SUPERINTENDENT OF SCHOOLS
JEROME SCHOOL DISTRICT
125 4TH AVENUE WEST
JEROME, ID 83338

Dear Mr. Layne,

Pinecrest Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Twin Falls, Idaho area. As such, the school anticipates opening in the fall of 2020 and could potentially serve students within the Jerome Joint School District 261.

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 you so request.

Included with this letter is a copy of our proposed charter petition for your reference.

If you have any questions, please email Kim Hamblin at kimhamblinrealtor@gmail.com.

Thank you,

A handwritten signature in blue ink, reading "Kim Hamblin", is placed above the printed name.

KIM HAMBLIN
FOUNDING BOARD MEMBER,
PINECREST ACADEMY OF IDAHO
F1 - DISTRICT NOTIFICATION LETTERS
Pinecrest Academy of Idaho



July 1, 2019

PINECREST ACADEMY OF IDAHO

A K-8 PUBLIC
CHARTER SCHOOL



FOUNDING BOARD OF DIRECTORS

ALEX CASTAÑEDA

KIM HAMBLIN

LUCY KEATON

CONNIE STOPHER

ROGELIO VILLASEÑOR

BRADY DICKINSON, PH.D.
SUPERINTENDENT OF SCHOOLS
TWIN FALLS SCHOOL DISTRICT
201 MAIN AVENUE WEST,
TWIN FALLS, ID 83301

Dear Dr. Dickinson,

Pinecrest Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Twin Falls, Idaho area. As such, the school anticipates opening in the fall of 2020 and will primarily serve students within the Twin Falls School District 411.

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 you so request.

Included with this letter is a copy of our proposed charter petition for your reference.

If you have any questions, please email Kim Hamblin at kimhamblinrealtor@gmail.com.

Thank you,

A handwritten signature in blue ink that reads "Kim Hamblin".

KIM HAMBLIN
FOUNDING BOARD MEMBER,
PINECREST ACADEMY OF IDAHO
F1 - DISTRICT NOTIFICATION LETTERS
Pinecrest Academy of Idaho





To Whom It May Concern:

I am writing to express my support for the approval of Pinecrest Academy of Idaho. I believe that Pinecrest Academy of Idaho will be an incredible asset and of great benefit to our children, families, and local economy.

The Pinecrest Academy will fill a need in our community for education focused on STEM. The Magic Valley and communities across the country are seeing a growing demand for skills in Science, Technology, Engineering, and Math. As an Economic Development practitioner, I've seen how a lack of these skills can dramatically impact a community's ability to thrive. The Magic Valley is undergoing a dramatic shift from traditional agricultural jobs, to jobs requiring a background in science, robotics, engineering, and advanced technology. It is essential for the success of our students and our community that we provide additional options for our students to realize these opportunities.

Pinecrest Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Twin Falls. Pinecrest Academy of Idaho will bring a proven educational approach to Twin Falls, serving a diverse student population reflective of our community.

Here at Southern Idaho Economic Development, we work with employers across the region as well as new employers moving to the area. As such, we have the ability to introduce classes to industry contacts for career exposure through field trips, in class demonstrations, and research and data on emerging career fields. We are committed to finding ways to partner so that Pinecrest Academy of Idaho is as successful as possible in serving students in the Magic Valley.

I support Pinecrest 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 that reads "Connie L Stopher".

Connie Stopher
Executive Director
Southern Idaho Economic Development



IDAHO HISPANIC FOUNDATION

To Whom it May Concern,

October 24, 2019

As the Founder and CEO of the Idaho Hispanic Foundation , I am writing this letter on behalf of the Foundation to identify our support for the proposed charter school, Pinecrest of Idaho. As demand grows for greater emphasis on arts disciplines in education providing a systemic approach to raising the academic achievement of students, especially in Idaho, is important.

Research shows that students who are introduced to arts disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas. Practicing and perpetuating the traditions, beliefs, customs, language and the arts.

The mission of the Idaho Hispanic Foundation is to continually look for opportunities to support the minority population in education, leadership and scholarship.

Pinecrest of Idaho will be an incredible asset and provide great benefit to our children, families, and local community. Pinecrest of Idaho will fill a definite need in our community for tuition-free, public charter schools K-8 education focused on arts integration.

The Idaho Hispanic Foundation strongly supports this school.

We look forward to continuing to support improved academic achievement in our community and achieving quality arts integration education.

Regards,


Founder and CEO
Idaho Hispanic Foundation



To Whom it May Concern,

October 24, 2019

As the IWBC East Director of the Idaho Women's Business Center, I am writing to express my support for the approval of the proposed Charter School, Pinecrest of Idaho. I believe that Pinecrest of Idaho will be an incredible asset and of great benefit to our children, families, and local community.

Pinecrest of Idaho will fill a need in our community for K-12 education focused on EDUCATIONAL MODEL. 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.

Working with the women in our community, I know first hand the need to finding the right educational experience for particular children. I look forward to working with Pinecrest of Idaho in partnership with the Idaho Women's Business Center.

Pinecrest of Idaho will be a great addition to the existing tuition-free, public charter schools in Idaho. Pinecrest of Idaho will bring a proven educational approach to Idaho, serving a diverse student population reflective of our community.

On behalf of our organization we offer our support of Pinecrest of Idaho and look forward to its development.

A handwritten signature in black ink, appearing to read "Susie Rios".

Susie Rios

IWBC East Director
Idaho Women's Business Center
WWW.IdahoWomen.Org
208-996-1570

October 25, 2019

To Whom It May Concern:

As the Multicultural Student Affairs Coordinator at the College of Southern Idaho, I writing this letter in support of the newly proposed Pinecrest of Idaho Charter School to provide outstanding educational resources in our community for students K-8. Pinecrest of Idaho Charter School will be a great benefit to our children, families, and local community.

The curriculum at the Pinecrest of Idaho School meets the ever-growing demand for greater emphasis on advanced educational opportunities in areas in high need as it is science.

Students will thrive in Pinecrest of Idaho school hands-on collaborative learning environment. Students will benefit from an individualized learning plan tailored to their needs to encourage them to reach their fullest potential and become lifelong learners.

The Pinecrest of Idaho Charter School will be a great addition to our community. This school will bring a proven educational approach to Twin Falls, Idaho, serving a diverse student population reflective of our community.

I strongly support the Pinecrest of Idaho Charter School as an excellent school of choice in our community.

Sincerely,

Alejandra Hernandez

Multicultural Student Affairs

College of Southern Idaho

To Whom It May Concern:

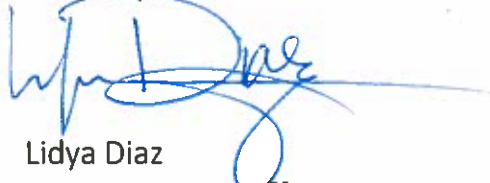
I am writing to express my support for the approval of Pinecrest Academy of Idaho. I believe that Pinecrest Academy of Idaho will be an incredible asset and of great benefit to our children, families, and local community.

Pinecrest Academy of Idaho will fill a need in our community for education focused on Science, Technology, Engineering, the Arts and Mathematics. 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.

Pinecrest Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in the Magic Valley. Pinecrest Academy of Idaho will bring a proven educational approach to Twin Falls, serving a diverse student population reflective of our community.

I support Pinecrest Academy of Idaho and would be very happy to support an excellent school of choice in our community.

Sincerely,



Lidya Diaz
Mortgage Loan Officer
First Federal Savings Bank



Lee Family Broadcasting - KXTA AM/FM
47 N. 100 W. Jerome, Idaho 83338
208-324-8181

To whom it may concern:

I am writing to show our support for a newly proposed charter/STEM school for the Twin Falls metropolitan area.

As Spanish Language Brand Manager for Lee Family Broadcasting the past 20 years, I have realized that our area often struggles in properly preparing our youngest citizens for the challenges of a changing world. As I often interview community leaders, I have realized that the lack of preparation in technical fields has left many companies have had a difficult time in hiring properly-qualified candidates. At the same time, especially in the Hispanic community, students are often bored with traditional curriculum and leave school at an early age. As presented to me by Alex Castañeda, this charter school would help alleviate both concerns.

Our radio group would also be very much interested in collaborating with the school in providing employment opportunities and internships, enabling the students to use their knowledge in the “real world.” We whole-heartedly recommend and endorse the aforementioned plans for formation of this school.

Warm regards,

Benjamín R. Reed
Spanish Language Brand Manager

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 The principal	Basic The principal	Proficient The principal also	Distinguished The principal also
<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. 	<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. 	<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. 	<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.

1c. Advocacy: *Principal advocates for education, the district and school, teachers, parents, and students that engenders school support and involvement.*

<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.
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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.*

2a. Shared Leadership: *Principal fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth.*

<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.
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2b. Priority Management: *Principal organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities.*

<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.
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2c. Transparency: *Principal seeks input from stakeholders and takes all perspectives into consideration when making decisions.*

<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.
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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.*

Unsatisfactory The principal	Basic The principal	Proficient The principal also	Distinguished The principal also
<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: <i>Principal seeks and implements innovative and effective solutions that comply with general and special education law.</i>			
<p>Unsatisfactory 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>Basic 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>Proficient 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>Distinguished 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.*

<p>Unsatisfactory 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>Basic 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>Proficient 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>Distinguished 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.
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3c. High Expectations: *Principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being.*

Unsatisfactory The principal	Basic The principal	Proficient The principal also	Distinguished The principal also
<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.

3d. 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.*

Unsatisfactory	Basic	Proficient	Distinguished
<p>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>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>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>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.

3e. Evaluation: *Principal uses teacher evaluation and other formative feedback mechanisms to continuously improve teacher effectiveness.*

Unsatisfactory	Basic	Proficient	Distinguished
<p>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>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>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>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>			
Unsatisfactory The principal <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. 	Basic The principal <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. 	Proficient The principal also <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. 	Distinguished The principal also <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.

October 22, 2019

Idaho Public Charter School Commission
304 North 8th Street, Suite 242
Boise, Idaho 83702

RE: Pinecrest 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 Pinecrest 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 Pinecrest Academy of Idaho in the highest regard. We are excited by the opportunity to invest in Twin Falls, 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

DISTRICT MEMBERSHIP AGREEMENT

This District Membership Agreement (this “**Agreement**”) is entered into effective as of _____, 2019 (“**Effective Date**”) by and between The Pinecrest 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 (“**PINECREST**”) and Pinecrest 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 PINECREST 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, PINECREST 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 PINECREST 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 PINECREST ACADEMY OF IDAHO (the “**Charter School**”) in the County of Twin Falls, 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 PINECREST 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 “PINECREST 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) **“PINECREST 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 PINECREST 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 PINECREST 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), PINECREST 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 PINECREST. 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 PINECREST 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) PINECREST developed the Educational Programs, PINECREST 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 PINECREST 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 PINECREST 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 PINECREST 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:

[PINECREST Academy Inc. By-Laws, PINECREST Academy Inc. District Strategic Plan, PINECREST Academy Inc. Board Policies and Procedures, PINECREST Academy Inc. Employee Handbook, PINECREST 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 PINECREST with any and all of the Data upon PINECREST's reasonable written request;

for the avoidance of doubt, PINECREST 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, PINECREST 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 PINECREST 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, PINECREST 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 PINECREST, 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 PINECREST Obligations. PINECREST 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.

PINECREST 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 PINECREST determines in its reasonable discretion or otherwise learns that MEMBER SCHOOL has failed to comply with any of its obligations in this Section 2, PINECREST 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 PINECREST 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, PINECREST'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 PINECREST'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 PINECREST and its representatives harmless from any liability that results in connection with any advice and guidance given under this Section.

3. RIGHTS TO USE PINECREST DISTRICT PROGRAM IP.

3.1 Rights To Use PINECREST 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 PINECREST 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 Twin Falls 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 PINECREST 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 PINECREST. In no event

shall MEMBER SCHOOL or the Charter School remove any legends or intellectual property rights notices from any PINECREST 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 PINECREST 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 PINECREST 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 PINECREST District Program IP provided above, PINECREST reserves all right, title, and interest in and to the Marks, Proprietary Materials and other applicable PINECREST District Program IP.
- 3.4 Cooperation. MEMBER SCHOOL shall, and shall cause the Charter School to, reasonably cooperate with PINECREST with respect to the perfection, enforcement or acquisition of PINECREST's rights, titles and interests in the Marks, Proprietary Materials or any other applicable PINECREST 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 PINECREST District Program IP, and to report promptly to PINECREST any infringement or claims of infringement of any of the Marks, Proprietary Materials or other PINECREST District Program IP of which it has become aware.
- 3.5 Inurement; No Sublicense. All use of the licensed Marks, Proprietary Materials and other PINECREST District Program IP shall, as between the parties, inure solely to the benefit of, and on behalf of, PINECREST. 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 PINECREST District Program IP, in whole or in part, without the prior written approval of PINECREST. MEMBER SCHOOL agrees that it shall not apply for registration of any of the licensed Marks or any other PINECREST District Program IP or for any trademark, name, logo or other designation that PINECREST 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 PINECREST 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 PINECREST 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 PINECREST 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 PINECREST, its affiliates, the DISTRICT, the Marks or any other PINECREST 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, PINECREST 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 PINECREST 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 PINECREST District Program IP in any advertisement, marketing, goods, packaging and the like, MEMBER SCHOOL shall obtain written approval from PINECREST. Any subsequent alteration, modification, or change in any use following such approval must be reviewed and approved by PINECREST prior to implementation of such alteration, modification, or change. PINECREST 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 PINECREST.
- 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 PINECREST Academy School", or as otherwise expressly agreed upon in writing by the parties.
- 3.9 No Impairment of Goodwill or PINECREST 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 PINECREST's or its affiliates' ownership or other rights, title or interest in the Marks, Proprietary Materials and any other applicable PINECREST 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 PINECREST has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to PINECREST, 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 PINECREST District Program IP, or any other use of the Marks or any other applicable PINECREST 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 PINECREST and will be deemed the sole and exclusive property of PINECREST and works made-for-hire for PINECREST, and no compensation will be due to MEMBER SCHOOL or its personnel therefore, and MEMBER SCHOOL hereby assigns to PINECREST all right, title and interest in any intellectual property so developed. PINECREST 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 PINECREST, MEMBER SCHOOL hereby assigns ownership of that item, and all related rights to that item, to PINECREST and shall sign, or cause the assignment of, any assignment or other document as PINECREST requests to assist PINECREST 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. PINECREST agrees to disclose to MEMBER SCHOOL concepts and developments of other member schools that are made part of the DISTRICT membership program. As PINECREST may reasonably request, MEMBER SCHOOL shall take all actions to assist PINECREST’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 PINECREST supporting documentation with respect to determination of the Annual Fee, the Affiliation Services Budget, and any other document reasonably requested by PINECREST.
- 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 PINECREST on or before June 1st of each year. PINECREST 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, PINECREST 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, PINECREST 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 PINECREST which is not cured within thirty (30) days of written notice from MEMBER SCHOOL to PINECREST 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 PINECREST continuously and diligently prosecutes such cure.
- 6.5 PINECREST Termination for Cause. In addition to PINECREST'S other rights of termination set forth in this Agreement, during the Initial Term or any Renewal Term, PINECREST 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 PINECREST 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 PINECREST 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 PINECREST District Program IP, as applicable;
 - (b) MEMBER SCHOOL discloses, duplicates or otherwise uses in an unauthorized manner any material portion of the PINECREST District Program IP or any other information provided by PINECREST 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 PINECREST's written consent, any of the rights granted to MEMBER SCHOOL by or in connection with this Agreement;
 - (d) Without limiting PINECREST'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 PINECREST'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 PINECREST, 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 PINECREST 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 PINECREST District Program IP will terminate immediately, and MEMBER SCHOOL shall immediately cease and desist from all use of the Marks and PINECREST 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 PINECREST, 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 PINECREST ownership of any registered names including or having a connection to PINECREST 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 PINECREST or destroy (as certified by MEMBER SCHOOL), at PINECREST's direction, all Confidential Information including (all of which is acknowledged by MEMBER SCHOOL to be PINECREST's property);
- (e) MEMBERS SCHOOL shall pay all sums owing to PINECREST 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 PINECREST 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 PINECREST; 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 PINECREST terminates this Agreement during a School Year other than for convenience, PINECREST 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 PINECREST 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 PINECREST, including DISTRICT Standards. MEMBER SCHOOL shall make such books, records and accounts available to PINECREST 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 PINECREST or required by law.

7.2 Audit Rights. At any time during the Membership Term and for a period of two (2) years thereafter, PINECREST 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 PINECREST payments under this Agreement or (b) MEMBER SCHOOL's compliance with its obligations under this Agreement. The foregoing shall include the right for PINECREST 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 PINECREST have been underpaid, then MEMBER SCHOOL shall immediately pay to PINECREST 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 PINECREST may have.

- 7.3 **Guidance.** In addition, PINECREST 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. PINECREST's advice or guidance is generally based upon the experience of PINECREST and its affiliates in operating charter schools and MEMBER SCHOOL shall hold PINECREST 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 PINECREST, 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 PINECREST'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 PINECREST Indemnity. PINECREST 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 PINECREST'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 PINECREST harmless, MEMBER SCHOOL agrees to indemnify and hold harmless PINECREST 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 PINECREST 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 PINECREST 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 PINECREST. PINECREST 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 PINECREST 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 PINECREST 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 PINECREST, 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 PINECREST prompt notice of such order, cooperate with PINECREST 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 PINECREST and which is identified as “CONFIDENTIAL”, PINECREST 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. PINECREST agrees not to use any such confidential or proprietary type information except in the furtherance of this Agreement or the performance of its obligations hereunder. For the avoidance of doubt, nothing in this paragraph shall require PINECREST or any of its officers, directors, employees, professional advisors, agents and representatives to maintain the confidentiality of its Confidential Information or any information that is deemed to belong to PINECREST pursuant to this Agreement.

14. RELATIONSHIP; THIRD PARTIES.

Nothing in this Agreement is intended, or is to be construed, to constitute a partnership, agency of franchise relationship between the parties. Neither party shall have the right or authority to assume or create any obligation on behalf of the other party or to bind the other party to any contract, undertaking, or agreement with any third party. Except for each of third parties entitled to indemnification under Section 13 or otherwise in this Agreement (each of which is an intended third party beneficiary of this Agreement), this Agreement is not intended to create any rights of a third party beneficiary.

15. ATTORNEYS’ FEES AND COSTS.

In any action or litigation arising from or relating to the enforcement of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys’ fees and costs in all trial and appellate levels.

16. ENTIRE AGREEMENT; AMENDMENTS.

The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties. There are no oral terms to this Agreement. Neither party is relying upon any oral term or representation.

17. WAIVERS.

The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

18. NOTICE.

Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

If to PINECREST: The PINECREST Academy, Inc.
 2450 NW 97th AVE.
 MIAMI, FL 33172

Attn: President/Chairperson

With a copy to (which shall not constitute notice to PINECREST):

Charles A. Gibson, Esq.
3634 Grand Ave
Miami, FL 33133-4953

If to MEMBER SCHOOL: Pinecrest Academy of Idaho
Attn: Board Chair
6630 Surrey St.
Las Vegas, NV 89119

With a copy to: Pinecrest 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: _____
President
PINECREST, Inc.

By: _____
President

WITNESSED:

WITNESSED:

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

DRAFT

EXHIBIT A

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.

Section 9.04 Cooperation of the Lessor	20
ARTICLE X DISCLAIMER OF WARRANTIES; OTHER COVENANTS	20
Section 10.01 Disclaimer of Warranties; AS-IS Condition; Surrender	20
Section 10.02 Further Assurances and Corrective Instruments	21
Section 10.03 The Lessor, Lessee or Trustee Representatives	21
Section 10.04 Granting of Easements	21
Section 10.05 Compliance with Requirements of Law	21
Section 10.06 Lessee Acknowledgement of the Bonds; Subordination of Lease	22
Section 10.07 Tax Covenants	22
Section 10.08 Lessee's Use of State Payments	23
Section 10.09 Financial Statements; Reports; Annual Certificate.	24
Section 10.10 Charter Covenants	26
Section 10.11 Covenant as to Days Cash on Hand	26
Section 10.12 Limitations on Incurrence of Additional Indebtedness	27
Section 10.13 Coverage Ratio Covenant	27
Section 10.14 Conflict of Interest	28
Section 10.15 Related Party Restrictions	28
Section 10.16 Lessee's Covenant to Comply with Charter School Laws	28
Section 10.17 Management Covenant.	28
ARTICLE XI ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING ASSIGNMENT BY THE LESSOR	29
Section 11.01 Assignment and Subleasing by the Lessee	29
Section 11.02 Restrictions on Deed of Trust or Sale of the Leased Property	29
ARTICLE XII EVENTS OF DEFAULT AND REMEDIES	30
Section 12.01 Events of Default Defined	30
Section 12.02 Remedies on Default	31
Section 12.03 No Remedy Exclusive; No Obligation to Mitigate Damages	33
Section 12.04 Waivers	34
Section 12.05 CONFESSION OF JUDGMENT	34
Section 12.06 Lock Box Provisions	36
ARTICLE XIII MISCELLANEOUS	37
Section 13.01 Indemnification Covenants	38
Section 13.02 Manner of Giving Notices	39
Section 13.03 Binding Effect.....	39
Section 13.04 Indebtedness; No State Liability.....	39
Section 13.05 No Individual Liability	39
Section 13.06 Amendments, Changes and Modifications	40
Section 13.07 Events Occurring on Days that are not Business Days	40
Section 13.08 Severability	40
Section 13.09 Execution in Counterparts	40

Section 13.10	Applicable Law	40
Section 13.11	Captions	40
Section 13.12	Retention of Records	40
Section 13.13	Electronic Storage	40
Section 13.14	Estoppels	41
Section 13.15	Access	41
Section 13.16	Attornment	41
Section 13.17	Security Interest	41
Section 13.18	Third Party Beneficiaries	42

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 a 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 undismissed 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)

S-1

**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