



IPCSC Regular Meeting

Idaho Public Charter School Commission

700 W. Jefferson Street, Boise, ID; Idaho State Capitol Building, East Wing 41

Dec 9, 2021 9:00 AM - 10:00 AM MST

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I. COMMISSION WORK

A. AGENDA APPROVAL

The IPCSC must approve the agenda prior to beginning the meeting.

COMMISSION ACTION

A motion to approve the agenda as presented; or

A motion to amend the agenda [state amendment] based on the following good faith reason [state reason amendment is necessary].

B. MEETING MINUTES

The IPCSC will consider approval of meeting minutes for the previous meeting.

COMMISSION ACTION

A motion to approve the meeting minutes for October 14, 2021 as presented; or

A motion to approve the meeting minutes for October 14, 2021 with the following amendments: [state specific amendments].

IDAHO PUBLIC CHARTER SCHOOL COMMISSION REGULAR MEETING AGENDA

Date: Thursday, December 9, 2021
Start Time: 9:00 A.M., MST

Physical Location: 700 W. Jefferson Street, Boise, ID
Idaho State Capitol Building, East Wing 41

Public Participation: The public may attend in person or observe via YouTube Livestream.
<https://www.youtube.com/channel/UChV-TDWV4fvl-UoozmMeoPA>

I. COMMISSION WORK

- A. Agenda Review / Approval (Action Item)
- B. Minutes Review / Approval (Action Item)

II. PUBLIC COMMENT

Public comment will be limited to three minutes per person. If you wish to provide written comment, please include your name and contact information and submit comments to the IPCSC office by mail or email. Written comments may also be submitted at the meeting.

III. CONSIDERATION OF POLICY REVISION

- A. Proposed revisions to IPCSC school policy (Action Item)

IV. CONSIDERATION OF NEW CHARTER SCHOOL PETITIONS

- A. Virtual Preparatory Academy of Idaho (Action Item)
- B. Kootenai Classical Academy (Action Item)

V. DIRECTOR'S REPORT

Update from Director Thompson

VI. FINANCE COMMITTEE REPORT

Update from Commissioner Van Orden (Action Item)

**MEETING MINUTES
IDAHO PUBLIC CHARTER SCHOOL COMMISSION**

October 14, 2021
IPCSC office, Borah Building, 304 North 8th Street, Suite 242
Boise, ID 83702
Remote/public access via YouTube Livestream

This meeting was called to order by Chairman Reed on October 14, 2021 at 9:00 a.m.

Alan Reed – Present via Zoom
Sherrilynn Bair – Present via Zoom
Brian Scigliano – Present via Zoom
Wanda Quinn – Present via Zoom
Nils Peterson – Present via Zoom
Julie VanOrden – Present via Zoom
7th Seat Vacant

I: COMMISSION WORK

A. Agenda Review/Approval

M/S (Quinn/Peterson) Motion to approve the agenda as presented. *The motion passed unanimously.*

B. Minutes Review/Approval

M/S (Quinn/Scigliano) Motion to approve the August 19, 2021 minutes as presented. *The motion passed unanimously.*

II: PUBLIC COMMENT

This agenda offered opportunity only for written comment; none was offered.

III: DIRECTOR'S REPORT

Director Thompson shared updates on staffing, school interventions, and team progress on ongoing projects, such as annual reports and renewal cycles.

No action.

IV. CONSIDERATION OF PERFORMANCE CERTIFICATE

Gem Prep Twin Falls was approved for operations at the August 19th meeting. The negotiated performance certificate was presented to the Commission for consideration.

M/S (Scigliano/Bair) Motion to execute the performance certificate as presented for Gem Prep Twin Falls. *The motion passed unanimously.*

V. RENEWAL COMMITTEE REPORT

Director Thompson reviewed the renewal process and indicated that an additional meeting might be needed prior to or following February's regularly scheduled Commission meeting in the event that any school up for renewal requests a formal administrative hearing.

No action.

VI. CONSIDERATION OF 2022 CALENDAR

A. Consideration of 2022 Regular and renewal meeting schedule

Director Thompson presented the proposed 2022 calendar year meeting schedule. Commissioners discussed options for the August 2022 meeting date, deciding on August 18, 2022. Commissioners also discussed whether or not to schedule March 3, 2022 and March 4, 2022 as special meetings to consider renewal applications.

M/S (Bair/Quinn) Motion to approve 2022 calendar, noting August 18, 2022 for the August meeting, and including meetings on March 3 and 4, 2022. *The motion passed unanimously.*

The meeting was adjourned by Chairman Reed at 9:59 am.

II. PUBLIC COMMENT

A. Live Comment

1. Members of the public may address the IPCSC during this meeting.
2. Members of the public must indicate the topic they wish to address on the sign-in sheet prior to the start of the meeting.
3. If the topic is an agenda item, members of the public may be invited to speak by the Chairman during the agenda item to which the public comment pertains.
4. If the topic is not an agenda item, members of the public may be invited to speak during the separate public comment section of the agenda.
5. Public comments shall be limited to three (3) minutes.

B. Written Comment

1. Written comment may be submitted to the IPCSC staff at any time via email to pcsc@osbe.idaho.gov.
2. Written comment must be identified as such and must include the name and contact information of the author.
3. Written comment submitted at least seven (7) days in advance of an IPCSC meeting will be included in the meeting materials.
4. Written comment submitted fewer than seven (7) days in advance of an IPCSC meeting will be distributed to commissioners, but may not be included in the meeting materials.
5. Written comment will be read aloud at the regularly scheduled IPCSC meeting following receipt and will be limited to three (3) minutes.

III. CONSIDERATION OF POLICY REVISION

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5213(2)

Idaho Code § 33-5205C(7)

BACKGROUND

The IPCSC maintains policy for the purpose of governance and administration of its statutory obligations. The IPCSC revised policy in August of 2020. In August of 2021, the IPCSC adopted minor revisions to existing policy and added a replication section to school policy. These annual revisions were preceded by research, legal review, periods of solicited public feedback, and a multiple read process by the Commission.

The Commission has been asked to consider removing Section II.A.4 from its policy. The change under consideration is included in these materials in red text. The issue at hand is that Idaho Code does not expressly give charter school authorizers the authority to refuse to review a petition, and this section of policy has been perceived as such a refusal.

DISCUSSION

One of the minor policy revisions adopted by the Commission in August of 2021 expressly states that a petition to replicate will not be considered as a new petition, only as a replication, and only if the petition meets the eligibility requirements to replicate as defined in Idaho Code.

As it currently stands, a petition that proposes to replicate an existing school is not eligible to apply to the IPCSC until the school being replicated has completed at least one full performance certificate term (5 years) and has earned a non-conditional renewal. These minimum qualifications are established in statute and serve the purpose of ensuring that authorizers make data-driven authorizing decisions.

If this section of policy is removed, petitions that do not qualify to apply as replications may instead be submitted for consideration as new petitions. This would initiate a 12-week review cycle and provide petitioners an opportunity to present their case to the Commission. If denied, a clear appeal process is outlined in IDAPA.

If this section of policy is *not* removed, petitions that do not qualify to apply as replications would be required to wait until they meet the eligibility requirements before applying for authorization. As no appeal process exists to contest policy, the matter could be pursued through legal action.

The IPCSC's Standards of Quality serves as the tool against which each petition (new, replication, or amendment) is evaluated. A replicating school requires a shorter timeline for review (maximum 8 weeks) as results and outcomes are already available and less research needs to be conducted to determine how the petition measures up to the established standards. Conversely, a new petition requires a longer timeline (minimum 12 weeks) for review to allow for reading, research, and data validation before a petition can be evaluated against the standards of quality.

Regardless of whether this section of policy is removed or not, it remains unlikely that a school proposing to replicate an unproven or an underperforming model will be recommended for approval.

SPEAKER

IPCSC Director, Jenn Thompson

IMPACT

If the IPCSC approves the proposed revision, the amended policy will become effective as of the date of approval. If so, petitioners could choose how to submit their petition, and the IPCSC would review all submissions through an approval or denial decision.

If the IPCSC does not approve the proposed revisions, current policy will remain in effect. If so, replications will not be considered unless the school being replicated has operated for five years and meets the Commission's established standards.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the IPCSC approve the proposed revisions as presented.

COMMISSION ACTION

A motion to adopt the proposed revisions to IPCSC school policy as presented;

OR

A motion to adopt the revisions to IPCSC school policy as amended: [state specific changes];

OR

A motion to deny the proposed revisions to IPCSC school policy.



IPCSC Charter School Policy

Idaho Public Charter School Commission
304 North 8th Street, Room 242
Boise, Idaho 83702
Phone: (208)332-1561
pcsc@osbe.idaho.gov

Alan Reed, Chairman
Jenn Thompson, Director

IPCSC Policy
Revised 6/10/21

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Section I: IPCSC Meeting Protocol

A. Submission of Meeting Materials

1. Final revisions for new charter school petitions must be received by the IPCSC office no later than 5:00 p.m. Mountain Time thirty (30) calendar days prior to the scheduled hearing.
2. All other materials to be considered at a regular meeting must be received by the IPCSC office no later than 5:00 p.m. Mountain Time fifteen (15) calendar days prior to the meeting date.
3. Materials to be considered at a special meeting of the PCSC must be received by the IPCSC office no less than twelve (12) hours prior to the scheduled start time of the meeting.
4. Additional or revised materials may be accepted after the deadline at the discretion of the IPCSC Director.
5. Additional materials and handouts may be accepted at the meeting at the discretion of the IPCSC Chair.
6. All materials shall be submitted electronically via electronic mail, web-based file-sharing services, or portable data storage devices. Materials submitted as a shared document or via a shared drive not provided by the IPCSC will not be accepted.

B. Public Comment

1. Members of the public may address the IPCSC during regular or special IPCSC meetings if so noted on the meeting agenda.
2. If public comment is on the agenda, members of the public must indicate the topic they wish to address on the sign-in sheet prior to the start of the meeting.
3. If public comment is on the agenda, members of the public will be invited to speak by the Chairman during the agenda item to which the public comment pertains.
4. Public comment unrelated to an agenda item will be allowed only if a separate public comment section is included on the agenda. In such a case, the speaker will be invited to address the IPCSC during that section.
5. Public comments shall be limited to three (3) minutes.

C. Written Comment

1. Written comment may be submitted to the IPCSC staff at any time.
2. Written comment must be identified as such and must include the name and contact information of the author.
3. Written comment submitted at least seven (7) days in advance of a IPCSC meeting will be included in the meeting materials.
4. Written comment submitted fewer than seven (7) days in advance of a IPCSC meeting will be distributed to commissioners but may not be included in the meeting materials.
5. Written comment will be read aloud at the regularly scheduled IPCSC meeting following receipt and will be limited to three (3) minutes.

D. Agenda Items Regarding IPCSC Schools

1. A public charter school will be informed no less than thirty (30) days prior to any meeting at which that school is the subject of an agenda item.
2. A public charter school's governing board or its designee shall be allotted up to fifteen (15) minutes to address the IPCSC during the agenda item(s) specifically related to that school. Additional time may be allowed at the Chairman's discretion.

Section II: New Charter School Petitions

A. New Charter School Petition Eligibility

1. New charter school petitions shall be considered only at regularly scheduled IPCSC meetings.
2. A petition for a new charter school shall be eligible for consideration by the IPCSC if all of the following are satisfied:
 - a. The new charter school petition includes all required narrative sections and all required appendices, pursuant to IDAPA 80.02.04.202; and
 - b. The new charter school petition is submitted by a governing board whose bylaws are compliant with the Idaho Nonprofit Corporation Act and fully executed, and whose articles of incorporation are filed in the state of Idaho; and
 - c. The new charter school petition includes evidence that both the petition and the letter stating the petitioners' intent to pursue authorization with the IPCSC were submitted to all impacted traditional school districts at least four (4) weeks prior to submission to the IPCSC.
 - d. At least one member of the petitioning group has completed the Charter Start 101 workshop, hosted by the State Department of Education.
3. A petition for a new charter school shall not be eligible for consideration by the IPCSC if any of the following are true:
 - a. The petition has been denied by the IPCSC within the 90 days; or
 - b. A Petition Evaluation Report for the proposed new public charter school has been issued by the IPCSC staff, and the petition was subsequently withdrawn from consideration prior to the scheduled hearing within the previous 90 days;
 - c. No member of the petitioning group has completed the Charter Start 101 workshop, hosted by the State Department of Education.
4. ~~A petition for new charter school that seeks to replicate an existing school is not eligible to apply as a new charter school. Please see Section V of these policies for more information regarding a petition to replicate.~~

B. New Charter School Petition Submission Requirements

1. A petition for a new charter school may be submitted to the IPCSC at any time.

2. Petitions received between January 1st and September 1st, if approved, may open the following fall.
3. Petitions received between September 2nd and December 31st will be subject to the next full review cycle based on the petition's submission date. If approved, the public charter school may not begin operations until July 1 of the following year, at least eighteen (18) months after the date on which the petition was submitted.
4. New Charter School Petitions must include the following:
 - a. One Adobe PDF document comprising the petition narrative and all appendices, including the completed budget template; and
 - b. One Excel document (including formulas) comprising the completed budget template.
 - c. Materials provided by the petitioners, but not incorporated into the final PDF by the petitioners, shall not be forwarded to the IPCSC for consideration.

C. New Charter School Petition Content Requirements

1. IPCSC staff will maintain a New Petition Guidance document and a full description of the Standards of Quality against which a new charter school petition shall be evaluated.
2. Pursuant to IDAPA 08.02.04.202, the petition narrative shall include descriptions of the following:
 - a. Educational program; and
 - b. Financial and facilities plan; and
 - c. Board capacity and governance structure; and
 - d. Student demand and primary attendance area; and
 - e. School leadership and management; and
 - f. Virtual or blended learning model, if applicable.
3. Pursuant to IDAPA 08.02.04.202.07, New Charter School Petitions shall include all of the following appendices:
 - a. Appendix A – Budgets, including the IPCSC budget template and facility option template; and

- b. Appendix B – Articles of Incorporation and Bylaws; and
 - c. Appendix C – Board of Directors; and
 - d. Appendix D - School Administration; and
 - e. Appendix E - Education Services Provider, if applicable.
4. New charter school petitions may include any additional supporting documents incorporated into the PDF as Appendix F.

D. New Charter School Petition Evaluation Timeline

1. Within thirty (30) days of receiving an eligible new charter school petition, IPCSC staff will issue a Petition Evaluation Report to the petitioners for use as a revision tool.
2. IPCSC staff will conduct an interview with the public charter school's governing board for the purpose of evaluating the board's governance capacity. A summary of the interview shall be included in the final Petition Evaluation Report.
3. Petition revisions will be accepted by IPCSC staff until, and no later than thirty (30) calendar days prior to the hearing. Revisions submitted fewer than thirty (30) days prior to the hearing may be accepted at the discretion of the IPCSC Director.
4. IPCSC staff will issue a recommendation for approval, denial, or conditional approval to the school within twelve (12) weeks of the original submission date.
5. The IPCSC will hold a hearing at the next regularly scheduled meeting following the issuance of the IPCSC staff's recommendation.
6. Materials for the hearing will consist of:
 - a. The final new charter school petition in PDF format, as submitted by the petitioners; and
 - b. The final Petition Evaluation Report, as prepared by IPCSC staff; and
 - c. A cover sheet noting the IPCSC staff's recommendation.
7. At the hearing, the IPCSC will issue a decision of approval, denial, or conditional approval.
8. If approved, a Performance Certificate for an initial operational term of five (5) years will be drafted by the IPCSC staff, and must be executed by both parties within seventy-five (75) days from the date of approval.

9. New public charter schools must attend a pre-opening orientation meeting with IPCSC staff within two (2) weeks of approval for the purpose of reviewing pre-opening requirements and timelines.
10. Denials may be appealed to the state superintendent of public instruction, pursuant to I.C. § 33-5207.

DRAFT

Section III. Petition for Transfer of Authorization

A. Petition to Transfer Authorization Eligibility

1. Petitions to transfer authorization of a public charter school's current Performance Certificate to the IPCSC shall be considered only at regularly scheduled IPCSC meetings.
2. Petitions to transfer authorization may be submitted to the IPCSC at any time.
3. The term dates of a public charter school's Performance Certificate are fixed, and shall not change due to a transfer of authorization.
4. A petition to transfer authorization shall be eligible for consideration by the IPCSC if both of the following are true:
 - a. The public charter school's governing board has passed a resolution stating its intent to apply for a transfer of authorization; and
 - b. The public charter school's existing authorizer has provided written support of the public charter school's intent to apply for a transfer of authorization.
5. A petition to transfer authorization shall not be eligible for submission if:
 - a. The petition to transfer authorization has been denied by the IPCSC within the previous 90 days; or
 - b. Either the public charter school's governing board or the public charter school's current authorizer do not wish to pursue the transfer.

B. Petition to Transfer Authorization Submission Requirements

1. Initial petitions to transfer authorization must include the following:
 - a. A petition narrative as described in Section II.C.2 of these policies; and
 - b. The school's current-year board-approved annual budget; and
 - c. The school's most recent financial audit; and
 - d. Written notification from the existing authorizer indicating that it agrees to the pursuit of a transfer of authorization; and
 - e. The school's existing Performance Certificate, including the Performance Framework, and any other applicable appendices or conditions.
2. Final petition to transfer authorization must also include the following:

- a. The proposed IPCSC Performance Certificate, including the Performance Framework, as applicable to the public charter school under IPCSC authorization; and
- b. Written confirmation from the school's existing authorizer that it has reviewed the materials included in the final submission, particularly the proposed Performance Certificate, and agrees to the transfer of authorization.

C. Petition to Transfer Authorization Evaluation Timeline

1. Within thirty (30) days of submission, IPCSC staff will provide to the petitioner:
 - a. A Petition Evaluation Report outlining any concerns with regard to the IPCSC's Standards of Quality; and
 - b. A draft Performance Certificate, as applicable to the public charter school under IPCSC authorization.
2. A hearing shall be scheduled within twelve (12) weeks of the original submission date.
3. The IPCSC will issue a decision to approve or deny the petition to transfer authorization at the scheduled hearing.
4. If approved, the transfer of authorization shall be effective on the following July 1st.
5. Denials may be appealed to the State Board of Education, pursuant to I.C. § 33-5209A.

Section IV: Amendments

A. Eligibility for Amendment

1. A public charter school or its authorizer may enter into negotiations to revise a Charter or Performance Certificate at any time.
2. The IPCSC shall not approve requests for amendments if any of the following are true:
 - a. The amendment proposes to increase enrollment or to change the grade levels served and the school did not meet standard on all measures of the Performance Framework, as reported on the most recent Annual Performance Report; or
 - b. The amendment proposes to increase enrollment or to change the grade levels served, or to increase the rate of growth toward capacity and the school is operating on an initial Performance Certificate term; or
 - c. The amendment proposes to adjust sections of the Charter or Performance Certificate that are relevant to the reasons for possible non-renewal or revocation and the IPCSC has issued notification of potential non-renewal or either revocation proceedings or closure protocol have begun.
3. Proposed Charter or Performance Certificate amendments shall include the following:
 - a. A cover letter explaining the nature of and rationale for the proposed amendments; and
 - b. One Adobe PDF document comprising the section(s) of the Charter or Performance Certificate to be amended; and
 - c. One Adobe PDF document comprising any supporting documentation, including budgets and/or notifications to the traditional district, if applicable.

B. Consideration of Minor Amendments

1. The IPCSC Director has the authority to approve minor amendments to a school's Charter or Performance Certificate.
2. Minor amendments include, but are not limited to:
 - a. Changes in enrollment numbers by grade if the amendment does not impact the school's approved enrollment capacity or grades served;

- b. Changes in enrollment capacity if the amendment does not increase the school's approved enrollment capacity by more than 10% over the course of the Performance Certificate term and the amendment does not change the approved grade levels served;
 - c. Changes to the school's mission, vision, or key design elements to reflect strategic planning if the amendment does not significantly change the instructional model;
 - d. Changes to the school's primary attendance area for the purposes of clarifying the intent of the existing area; or
 - e. Changes to the school's Charter to include statutorily allowable enrollment preference categories.
- 3. Notification of approval or denial by IPCSC staff of any minor amendment will be issued to the public charter school within thirty (30) days of submission.
 - 4. Amended Charters or Performance Certificates shall be fully executed by both parties within thirty (30) days of receiving notification of approval.
 - 5. If the amended Performance Certificate or Charter is not executed by both parties within thirty (30) days of notification of approval, the amendment shall be considered failed and the Performance Certificate or Charter will revert to its state prior to the failed amendment.

C. Consideration of Major Amendments

- 1. Major amendments will be considered by the IPCSC only at regularly scheduled meetings.
- 2. Major amendments include, but are not limited to:
 - a. Changes to the public charter school's enrollment capacity of more than 10% over the course of the Performance Certificate term;
 - b. Changes to the grade levels served by the public charter school;
 - c. Changes to the school's instructional model of such significance as to require the section of the charter to be rewritten; or
 - d. Any amendment that does not otherwise qualify as minor according to Section IV.B.2.

3. Upon submission of a request to expand a school's enrollment by ten percent (10%) or more, or to increase the grade levels served:
 - a. The IPCSC will notify any school districts and charter schools that may be impacted by the major amendment request.
 - b. The IPCSC will schedule the amendment for consideration at a regularly scheduled IPCSC meeting at least thirty (30) days after submission.
4. A request to expand a charter school that results in a single local education agency (LEA) occupying multiple campuses may be considered as an amendment as long as all campuses are located within five (5) miles of the original campus. Should an expansion be located more than five (5) miles from the original campus, the petition may not be submitted as an amendment, but may be considered as a replication.
5. The IPCSC will approve or deny proposed Charter or Performance Certificate amendments at the hearing at which they are considered.
6. Amended Charters or Performance Certificates must be fully executed by both parties within thirty (30) days of approval.
7. If the Amended Performance Certificate or Charter is not executed by both parties within thirty (30) days of approval, the amendment shall be considered failed and the Performance Certificate or Charter will revert to its state prior to the failed amendment.

Section V: Replication

A. Eligibility for Replication

1. Petitions to replicate an existing charter school shall be considered only at regularly scheduled IPCSC meetings.
2. A petition for a replication shall be eligible for consideration by the IPCSC if all of the following are satisfied:
 - a. The school being replicated has completed at least one (1) renewal cycle and has been renewed without conditions;
 - b. The replication must serve the same, or a subset of the same, grades as are served in the school being replicated; and
 - c. The replication must implement the same operational model as implemented by the school being replicated.
3. A petition for a replication shall not be eligible for consideration by the IPCSC if any of the following are true:
 - a. The school is currently operating on a conditional performance certificate; and/or
 - b. The school does not meet the eligibility requirements established in Section A.2 of these policies.

B. Replication Petition Submission Requirements

1. A petition for replication may be submitted to the IPCSC at any time.
2. Petitions received between January 1st and September 1st, if approved, may open the following fall.
 - a. Upon submission of a petition to replicate a school, the IPCSC will notify any school districts and charter schools that may be impacted by the replication petition.
 - b. The IPCSC will schedule the petition for consideration at a regularly scheduled meeting at least thirty (30) days after submission.
3. The IPCSC shall schedule the petition for consideration at a regularly scheduled IPCSC meeting at least 30 days after submission.
4. A replication petition must include all of the following:
 - a. A description of the capacity of the charter holder to successfully govern multiple schools and manage the replication process;

- b. A description of how the charter holder will maintain high academic performance (based on the IPCSC Framework) at all campuses for which the charter holder is responsible;
 - c. A description of how the charter holder will incorporate representation and input in the school operations from the local area where the new school will be located if the location is outside of the traditional school district in which the school being replicated is physically located;
 - d. A facility plan;
 - e. A financial plan;
 - f. A description of the proposed primary attendance area; and
 - g. Evidence of student demand in the proposed primary attendance area.
5. The IPCSC will approve or deny replication petitions at the hearing at which they are considered.
6. A performance certificate for approved replications will be executed within seventy-five (75) days of approval.

Section VI: Reporting

C. Governing Documents

1. No charter school may commence operations without a Performance Certificate executed within seventy-five (75) days of charter approval.
2. A Performance Certificate will outline the terms and conditions under which a charter school is authorized to operate.
3. All Performance Certificates will include Performance Framework that outlines the specific standards and outcomes the school must achieve in order to earn subsequent operational terms.
4. The Performance Framework shall include indicators, measures, and metrics in the following categories:
 - a. Academic achievement,
 - b. Operational effectiveness,
 - c. Financial health, and
 - d. Board stewardship

D. Annual Performance Reports

1. Annual Performance Reports will be prepared by IPCSC staff and shall include the following:
 - a. The school's status with regard to the terms of its Performance Certificate;
 - b. The school's performance outcomes as evaluated against its Performance Framework;
 - c. The school's status with regard to any renewal conditions included in its existing Performance Certificate, if applicable;
 - d. Longitudinal data reflecting the school's performance over the course of the previous three (3) operational years; and
 - e. The school's status with regard to any mission-specific goals, if such are included in its Performance Framework.
2. Public charter schools may submit corrections and/or clarifications to the Annual Performance Report within thirty (30) days of issuance of the report.

3. Corrections and/or clarifications must be submitted to the IPCSC office in writing, and must include a cover sheet clearly identifying each correction or clarification and the supporting documentation.
4. Annual Performance Reports will be published on the IPCSC's website no later than January 31st.
5. IPCSC staff will prepare and publish an annual report addressing the performance of all schools authorized by the IPCSC. This report will be published on the IPCSC's website no later than January 31st.

E. Required Reports

1. Public charter schools authorized by the IPCSC must submit the following reports annually by the following dates, or as requested:
 - a. July 30th
 - i. The school's leadership update, noting any changes to board directors, administrative staff, or key operational staff. This report also requires confirmation of contact information and assurance that all compliance issues that occurred during the previous fiscal year were reported to the IPCSC as required;
 - ii. The school's board-approved annual budget for the current fiscal year (any subsequent amendments must be submitted within five (5) days of the change);
 - iii. The school's projected enrollment by grade level on which the submitted annual budget is based;
 - iv. A projected cash flow report for the current fiscal year; and
 - v. If applicable, any data necessary to evaluate the school's performance against mission-specific goals that are included in the school's Performance Framework.
 - b. November 1st
 - i. A board-approved independent fiscal audit report for the previous fiscal year.
 - c. February 1st
 - i. A balance sheet and a budget-to-actuals report as of the end of the second quarter of the fiscal year.

- d. A public charter school that did not meet standard on any financial measures of the most recently issued Annual Performance Report must also submit the following financial documentation:
 - i. A balance sheet, due November 1st and May 1st to reflect the first and third quarters of the fiscal year, respectively; and
 - ii. A budget to actuals report, due November 1st and May 1st to reflect the first and third quarters of the fiscal year, respectively; and
 - iii. An updated cash flow report for the current fiscal year, due quarterly on November 1st, February 1st, and May 1st.

F. Reporting Standards

1. A public charter school shall be considered a governmental entity. As such, public charter schools shall follow and adhere to the standards established by the Government Accounting Standards Board (GASB).
2. Budgets shall be completed on an accrual basis, with year-end balances including encumbrance. That is, revenue intended for use in one fiscal year may not be used to demonstrate fiscal stability by covering expenditures that should have been paid using revenue from the previous fiscal year.
3. Cash flow projections shall be completed on a cash basis, showing actual cash amounts and projections with funds moving out at the appropriate, anticipated time.

G. Required Documentation

1. Public charter schools must submit copies of the following documents prior to operating and must notify the IPCSC of any changes within five (5) days:
 - a. Facility lease agreement, if instructional facilities are leased; and
 - b. Certificate of occupancy for all instructional facilities; and
 - c. Accreditation reports; and
 - d. Board bylaws; and
 - e. Contact information for each board member (including full name, phone number, address, email address, and resume).
2. Public charter schools must notify the IPCSC within five (5) days if the administration or the governing board becomes aware of any of the following

circumstances:

- a. The school may have violated the terms of its Performance Certificate;
 - b. The school may have violated an applicable laws, rules, or regulations;
 - c. A lawsuit has been filed against the school;
 - d. A complaint against an employee of the school has been filed with the Professional Standards Commission; or
 - e. The school's board passes a motion to relinquish its charter.
3. A public charter school must provide copies of the following insurance binders to the IPCSC prior to operating:
 - a. Liability;
 - b. Property loss;
 - c. Worker's compensation;
 - d. Unemployment; and
 - e. Health.
4. Pursuant to IDAPA 08.03.01.300, a public charter school must provide the following documents to the IPCSC prior to beginning operations in an initial or any subsequently acquired facility:
 - a. Building inspection report from the Idaho Division of Building safety;
 - b. Fire marshal report for the site; and
 - c. Health district inspection certificate issued by the appropriate health district for the site.
5. The IPCSC or its staff may request additional reports on an as-needed basis for the purpose of fulfilling its duty to oversee the public charter school's compliance with applicable laws, rules, and regulations, including the school's Performance Certificate and Performance Framework.

H. Authorizer Fee

1. Authorizer fees shall be calculated pursuant to I.C. § 33-5208(8).

2. IPCSC staff will issue authorizer fee invoices no later than February 15th each year.
3. Authorizer fees shall be due to the IPCSC no later than March 15th each year.
4. A public charter school may redirect up to 10% of the assessed fee to pay membership fees to an organization that provides technical assistance, training, and advocacy for Idaho public charter schools. Receipts must be remitted with payment as proof of purchase.
5. A public charter school will be notified within thirty (30) days of the due date if payment is delinquent. In such a case, the amount due will be withheld from the next scheduled payment distribution until such time as the school remits payment in full, pursuant to IDAPA 08.02.04.102.

Section VII: Public Charter School Oversight

A. General Oversight

1. All public charter schools authorized by the IPCSC shall be continuously monitored for compliance with all applicable laws, rules, regulations, and the terms of the Performance Certificate.
2. All public charter schools authorized by the IPCSC shall be annually evaluated against the Performance Framework to determine performance outcomes.
3. The IPCSC will consider the reporting burden of public charter schools when requesting reports, and will utilize data and reports prepared by the State Board of Education, the State Department of Education, and/or IPCSC staff whenever possible.
4. If a public charter school is accredited by a State Board of Education approved accrediting agency, the IPCSC shall accept accreditation reports in lieu of conducting a site visit for the purpose of establishing whether the school is effectively implementing its Key Design Elements as stated in its Performance Certificate.
5. If a public charter school is not accredited by a State Board of Education approved accrediting agency, the IPCSC will conduct a site visit once during the public charter school's Performance Certificate term for the purpose of evaluating whether the school is effectively implementing its Key Design Elements as stated in its Performance Certificate.
 - a. The public charter school will receive written notice of a site visit for this purpose at least thirty (30) days prior to the visit, and whenever possible, the site visit will be scheduled at a time convenient for the public charter school.
6. The IPCSC may make additional site visits for the following purposes:
 - a. Conducting a pre-opening site visit with advanced notice for the purpose of determining the school's readiness to begin operations.
 - b. Observing the enrollment lottery once per Performance Certificate term with advanced notice and for the purpose of evaluating operational compliance;
 - c. Observing a governing board meeting once per Performance Certificate term with advanced notice and for the purpose of evaluating operational compliance;

- d. Investigating concerns regarding compliance with any applicable laws, rules, regulations, or the performance certificate with or without notice.

B. Complaints

1. IPCSC staff shall log all complaints against a public charter school it authorizes within five (5) business days of receiving the complaint.
2. IPCSC staff shall notify the public charter school's governing board and primary administrator of the complaint within five (5) business days of receiving the complaint.

C. Investigations

1. IPCSC staff shall investigate the validity of complaints alleging that a public charter school may be in violation of an applicable law, rule, regulation, or term of its Performance Certificate.
2. If the IPCSC staff has reason to believe that a violation may have occurred, or that more specific expertise is required to determine whether a violation has occurred, the IPCSC staff shall provide notice of its concerns to both the Charter holder and the entity responsible for enforcing the law, rule, or regulation in question.
3. Enforcement of the law, rule, or regulation that has been violated will be the responsibility of the entity with the authority to enforce that law, rule, or regulation.
4. If the public charter school is in violation of the terms of its Performance Certificate, the IPCSC shall issue a Courtesy Letter defining the violation and the date by which the violation must be resolved. IPCSC shall engage in progress-monitoring for the purpose of enforcing compliance.
5. Progress-monitoring plans will be documented, and may include additional site visits, desk audits, and/or meetings.
6. A public charter school's Annual Performance Report shall include record of any IPCSC staff investigation concluding that a violation occurred, and record of any findings or violation identified by an entity responsible for enforcing an applicable law, rule, or regulation.

D. Courtesy Letters

1. Courtesy letters may be issued to a public charter school for any reason at the discretion of the IPCSC Director.

2. Courtesy letters will be issued to a public charter school if any of the following circumstances arise:
 - a. The IPCSC has reason to believe the school may be in violation of a law, rule, regulation, or the terms of its Performance Certificate;
 - b. The IPCSC has reason to believe that the public charter school may not be able to remain fiscally viable for the remainder of its Performance Certificate term;
 - c. To request any reports in addition to those described in Section V.C of these policies;
 - d. To request any documentation necessary to conduct the IPCSC's oversight duties;
 - e. To inform the school of a progress-monitoring plan; and/or
 - f. To inform the school of potential or executed actions of the IPCSC that impact the operations of the public charter school, including, but not limited to, non-renewal or revocation of the school's Performance Certificate or changes to IPCSC policy.
3. Courtesy letters shall be for the purpose of ensuring that the public charter school is formally made aware of a concern, request, or required action.
4. The issuance of a courtesy letter and the receipt of documented resolution of a concern identified in a courtesy letter will be noted in the public charter school's Annual Performance Report.

E. Written Notification of Fiscal Concern

1. If the IPCSC has reason to believe that a public charter school may not remain fiscally stable for the remainder of its Performance Certificate term, the IPCSC shall issue to the State Department of Education a written notification of concern.
2. A notification of fiscal concern shall be issued by the IPCSC for the purpose of protecting taxpayer dollars and shall cause the public charter school's funding to be distributed in equal percentages across the regularly scheduled distribution dates for the fiscal year following issuance.
3. A public charter school shall be considered financially stable if the school met all financial standards on the most recently issued Annual Performance Report.

4. A public charter school may also be considered financially stable if the public charter school did not meet all of the financial standards on the most recently issued Annual Performance Report, but all of the following are true:
 - a. The public charter school's fiscal audit indicates a positive year-end fund balance for the previous fiscal year; and
 - b. The public charter school maintained a positive cash flow during the current fiscal year; and
 - c. The public charter school is able to service all current-year financial obligations without relying on revenue intended for use in future fiscal years; and
 - d. The public charter school did not engage in any new long or short term debt during the current fiscal year.
5. Written notifications of fiscal concern shall be considered for issuance, continuation, or removal only at the IPCSC's regularly scheduled June meeting.
6. Written notifications of fiscal concern shall be in effect for the entire fiscal year.
7. Public charter schools wishing to have written notifications of fiscal concern considered for removal must provide a cover letter and documentation evidencing fiscal stability at least fifteen (15) days in advance of the scheduled meeting.

Section VIII: Renewal, Non-Renewal, and Revocation

A. Renewal Standards

1. The IPCSC shall make renewal, non-renewal, or conditional renewal decisions in compliance with I.C. § 33-5209B.
2. The IPCSC shall consider a school's demographic profile and other circumstances that may affect the school's ability to adhere to the terms and conditions of its Performance Certificate when making renewal or non-renewal decisions.
3. The IPCSC shall base its renewal decisions on:
 - a. The school's performance outcomes as evaluated against the school's Performance Framework; and
 - b. The school's fiscal audits; and
 - c. The terms of the school's Performance Certificate.
4. The IPCSC shall renew a charter, thereby granting a subsequent Performance Certificate term, to any public charter school that met all of the terms of its Performance Certificate (including the Performance Framework) on the Performance Report issued on the November 15th preceding the renewal decision. Schools in this category are exempt from submitting a renewal application.
5. The IPCSC may renew, non-renew, or renew with conditions any Charter in which the public charter school failed to meet one (1) or more of the terms of its Performance Certificate (including the Performance Framework).
6. All renewals, including conditional renewals, will be for a term of five (5) years.
7. Conditional renewals shall include specific, written conditions for necessary improvement, including the mid-term date by which the condition(s) must be met, in the Performance Certificate. If a school fails to meet any written condition for necessary improvement by the mid-term date specified in the school's Performance Certificate, the IPCSC shall consider whether to begin revocation proceedings at the next regularly scheduled meeting, in accordance with Section VII.3 of these policies.

B. Renewal Process

1. The IPCSC shall conduct its renewal process in accordance with I.C. § 33-5209B.
2. A performance report shall be issued by the IPCSC to all schools by November 15th preceding the school's renewal year. The performance report shall include a summary of the school's performance record to date and, if applicable, notice of

any weaknesses or concerns that may jeopardize renewal.

3. A school may submit a response to the performance report for the purpose of providing relevant clarification or corrections within thirty (30) days of issuance.
4. Renewal guidance and application requirements shall be provided to each schools by November 15th of its renewal year.
5. No later than December 15th, public charter school must submit a renewal application in accordance with the Renewal Guidance Document.
6. No later than January 15th, IPCSC staff will notify the school of its proposed recommendation, including any recommended conditions and/or the prospect of non-renewal when applicable.
7. No later than March 15th, the IPCSC will hold a meeting for the purpose of making final renewal or non-renewal determinations regarding all renewal-year schools. In preparation for the meeting, the IPCSC will be presented with a dossier for each school. The dossier will include at least the following:
 - a. A cover sheet including the IPCSC staff's recommendation;
 - b. The school's performance report;
 - c. The school's response to the performance report, if submitted; and
 - d. The school's renewal application, including any additional evidence supporting its case for renewal and any improvements it has planned or has undertaken, as submitted by the school.
8. All public charter schools for which the IPCSC is making a renewal decision may present relevant information during the renewal-determination meeting.
9. Any public charter school facing non-renewal may request a separate hearing. In such a case, the IPCSC may delegate the hearing of evidence to a hearing officer, or may hear evidence itself.
10. Final renewal or non-renewal determinations will be conveyed in writing to the public charter school and the State Board of Education within fourteen (14) days of the decision.
11. A decision to non-renew may be appealed directly to the State Board of Education pursuant to I.C. § 33-5209C(8).

C. Revocation Process

1. A public charter school that has failed to meet a specific, written condition by the date specified in the school's current Performance Certificate may have its Charter revoked.
 - a. The IPCSC will annually communicate to each school in writing the public charter school's progress toward meeting any conditions for necessary improvement included in its Performance Certificate.
 - b. If a school fails to meet an established condition by the date specified in its Performance Certificate, the IPCSC will consider whether to begin revocation proceedings at the next regularly scheduled commission meeting.
 - c. A decision to begin revocation proceedings will be issued to the public charter school in writing.
 - d. If closure proceedings must begin, the school will be notified in writing, and the school must cease to operate by June 30th of the current school year.
 - e. A decision to revoke may be appealed directly to the State Board of Education pursuant to I.C. § 33-5209C(8).
2. A public charter school with insufficient access to unrestricted cash may have its Charter revoked pursuant to I.C. § 33-5209C.
 - a. If a school's independently-audited financial report reflects fewer than fifteen (15) days of unrestricted cash on hand, the IPCSC will notify the school of the prospect of closure no later than November 30th.
 - b. If the school's next consecutive independently-audited financial report (e.g., the following year) again reflects fewer than fifteen (15) days of unrestricted cash on hand, the IPCSC must begin closure protocol by November 30th.
 - c. If closure proceedings must begin, the school will be notified in writing, and the school must cease to operate by June 30th of the current school year.
 - d. Initiation of revocation due to insufficient access to unrestricted cash may be appealed directly to the State Board of Education pursuant to I.C. § 33-5209C.

D. Closure Protocols

1. The implementation of closure protocol shall begin immediately following the issuance of:

- a. Written notification of the IPCSC's non-renewal decision; or
 - b. Written notification of the IPCSC's decision to revoke; or
 - c. Written notification of the public charter school's decision to relinquish its Charter.
2. Within three (3) business days of the implementation of closure protocol, representatives of the public charter school's board and administration shall meet with staff representatives of the IPCSC and the SDE to review and begin the IPCSC's closure protocol.
3. The closure protocol must begin regardless of whether or not a school has chosen to appeal the decision.
4. The school shall cooperate with the IPCSC and the State Department of Education through the closure process, and shall perform the following actions according to IPCSC closure protocol:
 - a. Notify stakeholders (e.g., parents, local districts, etc.) of closure; and
 - b. Develop and monitor implementation of the closure plan; and
 - c. Provide educational services in accordance with the Charter and Performance Certificate until the end of the school year, or the agreed upon date when instruction will stop; and
 - d. Assist students in transferring to, or applying for, enrollment at schools that meet their educational needs; and
 - e. Address the school's financial, legal and reporting obligations.

IV. Consideration of New Charter School Petition

A. Virtual Preparatory Academy of Idaho

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5205
IDAPA 08.02.04

BACKGROUND

Virtual Preparatory Academy is a proposed new public charter school that intends to serve up to 2000 students statewide at capacity. The school's board intends to partner with Accel Schools for management services.

DISCUSSION

Please see the Petition Evaluation Report for Virtual Preparatory Academy of Idaho for details.

After the Petition Evaluation Report was issued on November 16th, the IPCSC was informed that two of the three board directors had resigned. The remaining board director did not attend the governance capacity interview. New board directors have been added; however, IPCSC staff cannot speak to the governance capacity of the proposed board at this time.

Accel Schools provided a letter from its attorney accompanied by copies of services contracts between ITCA and K-12 and between Inspire and Pearson as a response to the initial Petition Evaluation Report. Both documents were downloaded from the respective school's websites. Inspire's document was erroneously water-marked confidential by Inspire. This issue has been addressed with Inspire. This documentation was submitted separately from the revised petition and is included in these materials.

SPEAKERS

Ron Packard, CEO, Pansophic Learning
James Konantz, Contractor for Accel Learning
Various board directors and support staff from Accel Learning will be available via Zoom for questions.

IMPACT

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

If the IPCSC 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 IPCSC deny the petition on the grounds that it proposes a school operated by a for-profit education services provider, the academic performance of other ACCEL schools does not indicate that this school would be likely to meet the Commission's established standards, and

the governing board's capacity to govern was not established through the petition review process.

COMMISSION ACTION

A motion to deny the Virtual Preparatory Academy of Idaho's new charter school petition on the following grounds:

- a. The petition proposes a school operated by a for-profit education services provider;
- b. The academic performance of other ACCEL schools does not indicate that this school would be likely to meet the Commission's established standards; and
- c. The governing board's capacity to govern was not established during the petition review process.

*Note: additional or substitute grounds for denial may be included in this motion at the discretion of the Commission.

OR

A motion to approve the Virtual Preparatory Academy of Idaho's new charter school petition with the following conditions: [state conditions and due dates].

OR

A motion to approve the Virtual Preparatory Academy of Idaho's new charter school petition as presented.



Re: Virtual Preparatory Academy of Idaho
Report Issued November 16th, 2021

Idaho Public Charter School Commission

304 North 8th Street, Room 242

Boise, Idaho 83702

Phone: (208)332-1561

PCSC@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

Petition Review Summary

Virtual Preparatory Academy of Idaho is a proposed virtual charter school that intends to serve students in the state of Idaho beginning Fall of 2022. The petition proposes management of the school by a for-profit education services provider. The school intends to enroll 500 students in grades K-10 in 2022 and add grades 11 and 12 over the next two years, respectively, eventually enrolling 2000 students by year five.

Significant concerns include: management by a for-profit education services provider (ESP); insufficient governance capacity of the board; lack of transparency in the disclosure of cost of services; lack of evidence of community need; and low academic performance of other schools managed by this ESP.

The petition does not meet the following Standards of Quality: Section I.1.c; Section II.2.c; Section II.5.a; Section III.1.a; Section IV.1.a; Section IV.3.a.

Based upon IPCSC staff's review of the petition, staff recommend that the Commission deny the petition on the grounds that it does not adhere to Idaho Code and does not meet several established standards of quality.

Summary of Section Ratings

Section 1: Educational Program ↓↓

DOES NOT MEET STANDARD

Section 2: Financial & Facilities Plan ↓↓

DOES NOT MEET STANDARD

Section 3: Board Capacity and Governance Structure ↓↓

DOES NOT MEET STANDARD

Section 4: Student Demand & Primary Attendance Area ↓↓

DOES NOT MEET STANDARD

Section 5: School Leadership and Management ↓↓

DOES NOT MEET STANDARD

Section 6: Virtual Schools ↓↓

MEETS STANDARD

Section I: Educational Program

DOES NOT MEET STANDARD

Comments

The proposed educational model is built upon three pillars outlining the school's vision of the educational program: research-based curriculum, family engagement, and peer interaction. The petition further presents a multitude of educational models and is reliant on a learning coach role. All teachers, administrators, and non-certificated personnel are proposed to be employees of the ESP.

Based upon previous performance from the Education Service Provider's primary virtual academy, it does not appear likely that the school would meet IPCSC standards as defined in the Performance Framework.

Strengths

- The authors of the petition appear to be well-versed in a multitude of educational strategies.
- The school's curriculum is based on the industry standard "Carnegie Unit", has received the University of California's UC A-G approval.
- The program is fully accredited by Cognia (formerly AdvancEd).

Concerns

- OHDELA, the single school in the Alternative Education Academy district (located in Ohio) and the flagship virtual school run by Accel, is the most comparable school managed by the ESP to the proposed school. OHDELA did not meet the proposed benchmarks set forth in the petition (page 12) in the most recent year in which academic data was available (2018-2019). Only 4.3% of students performed at or above an "achieves" level (this score is cumulative, and not broken down by area of study such as ELA, Math, etc.), and only 26.4% graduated in 4 years (29.7% graduated in 5 years).
- Additionally, this school achieved an "F" rating in all areas of the Ohio state report card for both the 2018-2019 and 2017-2018 school years. The areas of failure include:
 - Achievement
 - Progress
 - Gap Closing
 - Graduation Rate
 - Improving At-Risk K-3 Readers
 - Prepared for Success

- Academic data provided for growth at OHDELA shows that 4% of students progressed to meet grade-level expectations (page 443), and 50% of students remained at least one grade below grade-level.
- No research presented in the petition or identified by the IPCSC staff indicates that a primarily asynchronous model that is “learning coach” dependent serves this demographic well.
- The numerous models included in the petition do not appear to be cohesive and connected to the targeted student population. This does not meet IPCSC Standard of Quality I.1.c.

Section II: Financial and Facilities Plan

DOES NOT MEET STANDARD

Comments

The petition proposes a facility consisting of approximately 4,000 sq. ft. of leased office space. The requirements include 10 office spaces, a conference room, and ancillaries (kitchen, storage, bathrooms, etc.). The proposed facility chart does not provide for student use, although the petition narrative states that 6 rooms will be available for individualized instruction and teacher conferences. The petition also includes a budget and financial management plan that does not adequately describe exactly what fees and other costs the school will pay to the educational services provider. Overall, the petition does not appear to meet IPCSC Standard of Quality II.2.c. regarding appropriate use of taxpayer dollars.

Strengths

- The petition ensures that accounting expertise will be provided as part of the agreement with the ESP.

Concerns

- The total management fee assessed appears to be more than what is transparently presented in the petition. What can be ascertained is that the base fee is high, and a high number of additional fees are embedded as pass-through costs.
- The 12% noted in the fee schedule is based upon total revenue but can only be paid with discretionary funds. The proposed fees are more than 12% of discretionary funds.
- In addition to the management fee described above, the school is responsible for:
 - \$1300 per student per year for curriculum
 - \$150 per student per year for technology
 - \$100 per student as an “enrollment processing fee”
 - \$300 per student per year in community outreach.
 - \$42.50 per employee per pay period
 - 100% of salary and benefits for all ESP staff assigned to the school (which is proposed to include all teachers, administrators, and support staff).
- The enrollment number on which the management fee is based is unclear. While the draft contract states that an annual enrollment reconciliation is performed, it is unclear what this reconciliation is based on (continuously enrolled students, partial student enrollment, etc.). Because virtual schools often experience a high level of student

turnover, the per student portion of these fees could become exorbitant if not clearly defined in the contract.

- A loan is noted in the pre-operational budget that assumes a loan with Accel with a 5% line of credit (page 265). No documentation of the loan is provided in the petition.
- In the draft contract, Article 5 states that the ESP may provide “supplemental programs” to increase exposure for the school (page 266). The original petition stated in Article 5 that the ESP would be granted no-cost use of the school’s facility to operate non-school programs through which the ESP will collect additional profit. While this was changed in the supplemental draft contract, it is important to note that Idaho code expressly prohibits a school from operating any programs that are not included in the performance certificate and that use of the school’s facility by a third party must be separately negotiated, not embedded in the general services contract. Without a clear definition of the “supplemental programs” referred to in Article 5, IPCSC staff are not able to clearly determine whether these programs adhere to Idaho code.
- A copy of the draft facility lease is not included as required. As this appears to be negotiated with the same ESP, all aspects of these financial arrangements must be evaluated as part of the petition and presented for the public record. This does not meet IPCSC Standard of Quality II.5.a.

Section III: Board Capacity and Governance Structure

DOES NOT MEET STANDARD

Comments

Members of the board include Marjorie Scott, a retired executive assistant from Eagle, ID, Joseph Shulleeta, a high school assessment coordinator, and Sonja Howerton, who currently serves as the board clerk with additional reporting duties for Heritage Academy and as a trainer for the Idaho Network of Children's Advocacy Centers. Jim Konantz, currently a consultant with Education Initiatives and a former Senior Vice President of K12, has served Accel Schools by drafting this petition and preparing the governing board for the petition process.

Strengths

- The board members appear to have a wide array of skills.

Concerns

- After reviewing the petition and conducting the governance capacity interview, significant concerns exist about the board's capacity to govern. The board cannot delegate its governance authority to any other entity; however, the proposed Education Services Provider seems to have effective control over the school. Examples of this concern include:
 - Board directors are not adequately involved in the petition process, have not read the petition, and were not familiar with the initial petition evaluation report issued on 9/23/21.
 - A three-person board may not be sufficient to provide adequate governance.
 - Idaho Code requires that any contract between an ESP and a charter school have a termination clause. However, the clause presented in this contract only allows the school to terminate with 90 days' notice and with evidence that the ESP has materially failed to provide the services.
- As public agents, the governing board must use the procurement process for all public contracts, including the ESP and all Affiliates. Evidence of such due diligence is not presented in the petition.
- The petition contains conflicting information about the ESP's authority to make financial decisions on behalf of the board without the board's prior approval. While the narrative states that this is not the case (page 74), the draft contract indicates otherwise, particularly in relation to service fees for Education Services, Administrative

Services and Technology Services (page 265). As the board is ultimately responsible for the financial decisions of the school, this puts the school at unnecessary risk.

Governance Capacity Interview Summary

Interview Date: October 19th, 2021

Present: Marjorie Scott, Joe Shulleeta

Not Present: Sonja Howerton

IPCSC Staff Present: Jenn Thompson, Jared Dawson, Mel Rivera, Erik Olson, Sheri Johnson

Personal introductions – Please take a moment to introduce yourself and tell why you chose to serve on this board:

- **Marjorie Scott** – No formal education experience, but very passionate about providing quality education to students, particularly those without access.
- **Joe Shulleeta** – Career in education, wants to help children receive a quality education
- **Sonya Howerton** – Did not attend.

1. What do you feel are the defining characteristics of a successful public charter school?

Board directors indicated that they believe a successful charter school takes care of students' needs. They are interested in reaching students and providing dropout recovery, and they are interested in doing so in an environment where students are comfortable and productive.

2. What are the defining characteristics of a successful governing board?

Directors indicated that they are still learning, observing, and keeping an open mind throughout the start-up process. They have high expectations, and want to keep the focus on reaching kids outside the system.

3. What board training have you sought out? What training would you like to pursue in the future?

The board has had two meetings so far, and has not had any formal training yet. They would like training on fiscal responsibility, and hope to become a quality board.

4. How did you come together as a board? How did you decide to pursue working with Accel?

Mr. Konantz reached out to Mr. Shulleeta about joining the board and described the proposed school to him. Mr. Shulleeta knew Mrs. Scott personally as they live in the same neighborhood, and invited her to join the board with him.

5. Please tell us about the board policy for handling complaints and grievances.

As of right now there are no set policies. However, an attorney is available until policies are in place. Directors would like to listen first, not overreact, and provide a reasonable response after conducting research first.

6. The founding board only has one-year terms. Do any of you plan on staying on the board after the initial term?

It is the board's understanding that after the initial year-long term, the directors will then stay on with renewed, staggered terms.

7. How involved have you been in the petition process thus far?

Outside of several calls Mr. Shulleeta has had with Mr. Konantz, the board has not been involved in the petition process, and are still in the process of reviewing the initial petition.

Section IV: Student Demand and Primary Attendance Area

DOES NOT MEET STANDARD

Comments

The school intends to provide a statewide virtual education option. In various places throughout the petition, the target student population is identified as statewide, rural, at-risk, and underserved. The petition anticipates an enrollment of 500 students in grades K-10, and grow to 2000 students in grades K-12 in year 5. The petition does not establish student demand or community need for the program.

Strengths

- The level of community engagement the petition describes having after the school is open is appropriate and adequate.
- Strategies for initial engagement appear reasonable.

Concerns

- No documentation is presented in the petition to evidence student demand for this program. This does not meet IPCSC Standard of Quality IV.3.a.
- The targeted student population is ill-defined. The petition states that this model seeks to serve “at-risk students” in one place and “underserved populations” in another.
- The petition provides no evidence of demand or community need. Considering that Idaho currently operates 28 virtual schools, it seems unlikely that this required element of the petition is present. This does not meet IPCSC Standard of Quality IV.1.a.

Section V: School Leadership and Management

DOES NOT MEET STANDARD

Comments

The petition proposes a school, Virtual Preparatory Academy, whose charter would be held by an Idaho non-profit, Idaho Collaborative Learning Partners (the Board of Directors), who would contract out all management and operations to Accel Schools, an Education Services Provider. Accel Schools manages schools in multiple states and is incorporated in Ohio as a for-profit entity.

Accel Schools is a division of Pansophic Learning, a for-profit global education management company founded in 2014, originally funded by Safanad Limited, out of Dubai. Ron Packard, the CEO of Pansophic Learning, also founded K12, Inc. in 2000 and was CEO until 2014.

Strengths

- The management organization has extensive experience in running charter schools across the country, with a large concentration in Ohio.

Concerns

- The proposed Education Services Provider is a for-profit entity with clear intention to operate the school. Idaho Code states that no charter shall be approved to any school that is operated by a for-profit entity I.C. §33-5203.4.b. Therefore, the petition as presented is not eligible for approval.
- The draft contract includes a reconciliation clause (page 265), wherein the school may be obligated to pay additional monies to the ESP based upon a sweep of any existing fund-balance at the end of the fiscal year. This does not appear to be a responsible use of Idaho taxpayer dollars.
- Acquiring subcontracts through the ESP as a primary contract appears to circumvent the procurement process, which is required by statute I.C. §67-9208. This is noted in the draft contract section 3.4, which states that Accel and its affiliates will be the sole providers of educational products and services for the school (p. 264).
- The petition proposes that the board will contract with the ESP and an independent third party for CFO services. It also states that the ESP will provide budgeting, bookkeeping, accounts payable, and payroll. Elsewhere it states that Accel will provide

comprehensive business management services. It is important to note that should the ESP or any of its affiliates bear the primary responsibility for accounting and reporting, this would be a clear conflict of interest as the ESP's management fee is based on enrollment reporting.

- The primary administrator must be an employee of the school, not the Education Services Provider. Article 6.2 of the draft contract specifically states that the Head of School is an employee of Accel, and that the Board may provide input about its preferred candidate during the hiring process (page 267).
- The draft contract references an "Accel Price List" for Student Facing Products and Services Fees (page 265). This price list is not included in the petition, and therefore IPCSC staff cannot adequately analyze the cost of these services to Idaho taxpayers.
- The management fee paid to the ESP is based on the recruitment, enrollment, and reporting managed by the ESP. This is a clear conflict of interest and not acceptable internal controls.

Section VI: Virtual Schools

MEETS STANDARD

Comments

The petition presents a program that would utilize Big Blue Button as the Learning Management System and would use virtual curriculum developed by StrongMind, Accelerate Education, and other vendors as well as print-based curriculum, such as traditional textbooks. The petition describes teachers having regular access to raw student data and ability to modify each student's learning modules as necessary. The petition does not establish a strong rationale for use of a virtual program (Standard VI.3.a).

Strengths

- The Learning Management System appears to meet standard.
- Students will be issued a computer and a wireless hotspot if internet access is a barrier.

Concerns

- There are no concerns with this section.



November 15, 2021

VIA ELECTRONIC MAIL- jared.dawson@osbe.idaho.gov
Jared Dawson, Program Manager
Idaho Public Charter School Commission
304 N 8th Street, Suite 242
Boise, ID 83702

RE: Idaho Collaborative Learning Partners' application and Accel's revised Educational Products and Services Agreement

Dear Mr. Dawson,

Education consultant, Accel Online West, LLC ("Accel"), received the Idaho Public Charter School Commission's (the "Commission") comments regarding the proposed Educational Products and Services Agreement Idaho Collaborative Learning Partners submitted on August 25, 2021, regarding Virtual Preparatory Academy of Idaho (the "School"). In response, Idaho Collaborative Learning Partners submitted a revised Educational Products and Services Agreement on October 20, 2021 (the "Revised Services Agreement"), which included some of the Commission's requested modifications. In addition, Accel made other modifications to or retained contract provisions so the Revised Services Agreement is aligned with education consultant contracts the Commission previously approved. Several topics at issue are addressed below.

1. Employer of Head of School, Teachers and Staff

Accel respectfully disagrees with the Commission's position that all employees at the school level, including administrator, teachers, and clerical staff, must be employees of the School's board of directors (the "Board"). Idaho Code does not prohibit an education service provider from employing school administrators, teachers and staff nor does it require the Board to directly employ them. Moreover, review of Sections 7.1 and 7.2 of the current Educational Products and Services Agreement between Idaho College and Career Readiness Academy and K12 Virtual Schools LLC (the "K12 Contract") reveals that K12 Virtual Schools LLC ("K12") employs and determines employment terms for administrative personnel who may include a Head of School ("HOS") or equivalent administrative staff and other staff, including teaching staff, as K12 deems necessary. K12 has "the sole authority to select, supervise, compensate and determine compensation, evaluate, transfer, promote, discipline and dismiss staff members." The K12 Contract contains a process for the Board to submit complaints about K12 staff. Sections 6.1 through 6.4 of Accel's original proposed contract as well as the Revised Services Agreement follow the K12 employment model the Commission previously permitted. An important distinction is that Accel seeks Board input about the final few candidates Accel selects for HOS and teachers, thereby enabling the Board to maintain control. Accel's proposed Services Agreements have at all times stated that staffing is under the direct oversight and subject to direction from the Board, thereby acknowledging the Board's responsibility to maintain control of the School.

2. Management of a Charter School by a For-Profit Prohibited

The Commission expressed concern that Accel is a “for-profit entity with clear intention to operate the school. Idaho Code states that no charter shall be approved to any school that is operated by a for-profit entity. Therefore, the petition as presented is not eligible for consideration.” The Revised Services Agreement includes language clarifying that Accel provides educational products and services that help support the Board as it operates the School. In addition, the Revised Services Agreement does not contain Board spending restrictions except as limited by the annual budget approved by the Board. The Revised Services Agreement only requires the Board to obtain Accel's consent, approval or mutual agreement in limited circumstances: consent to use Accel's proprietary materials beyond which is already allowed under the agreement, disclose Accel's confidential information, execute some indemnification obligations and assign the Board's responsibilities; approval as mutually required for public relations matters; and mutual agreement for additional services, additional compensation, budget format, general recruitment and admission policies, waiver of Accel being sole provider of products and services provided under the agreement, alternate interest rate on unpaid service fees and loans, and change of employer entity. As stated throughout the Revised Services Agreement, Accel provides products and services under the direction and supervision of the Board which delegates limited authority to Accel. The Revised Services Agreement also states that the Board has the ability to revoke the delegation of authority.

3. Financial Management

The Commission expressed concern that, “. . . should the ESP or any of its affiliates bear the primary responsibility for accounting and reporting, this would be a clear conflict of interest.” Review of the current Connections Education LLC Charter School Virtual Learning Programs Statement of Agreement with Inspire Academics, Inc., effective as of July 1, 2018 (the “Connections Contract”) reveals that the accounting and reporting services Accel offers are akin to the services Connections offers. Sections 3.m.ix., 3.m.x. and 3.m.xi. of the Connections Contract state:

Under the direction of board treasurer, provide accounting support services to the board, including providing all necessary supporting reports for all Connections activities under the agreement. Assist the board treasurer in the development of a budget for the board's consideration and approval on an annual basis. Provide audit support and local, state and federal financial reporting support, as well as related consultation support to the board.

Accordingly, as the accounting and reporting services Accel offers are on par with what Connections already provides for existing Idaho school, Inspire Connections Academy, there is no conflict of interest or grounds to deny Idaho Collaborative Learning Partners' the application for this reason.

4. Fee Structure

The Commission expressed concern that Accel's originally proposed 15% fee is “high and ill defined[.]” and is “based upon total revenue but can only be paid with discretionary funds. The proposed fees are far more than 15% of discretionary funds[.]” The Commission did not cite any authority for the statements. Regardless, the Revised Services Agreement shows Accel reduced its percentage-fee to 12%. Review of the K12 Contract currently in force shows K12 charges 15%

for its management fee and 7% for its technology fee which is significantly higher than Accel's initial proposal. While the Connections Contract shows four percentage-based fees totaling 11.5%, it also shows Connections Education LLC ("Connections") also charges 18 flat fees on a per student, teacher, computer or household basis.

K12 and Connections' fees based on percent of revenues are calculated in a broader manner than Accel. According to Section 11.a. of the Connections Contract, fees "based on a 'percentage of revenue', , , shall be assessed against funds received by the School from whatever source in a given Academic Year, whether from state, local or federal government agencies, including but not limited to Federal Title funds, grants, income or other funding sources ('Total Revenues')." Meanwhile, according to Section 1.8 of the K12 Contract, fees are based on percent of "School Revenues" which is defined as:

. . . all revenues and income generated or appropriated for and received by or on behalf of the Board as attributed to any Student or the School which includes, but is not limited to, the following sources as applicable: State and local per-pupil general and special education funds, federal funds specific to the School and/or its Students; other funding including, but not limited to, Title I of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. §6301 *et seq.*, as amended), State provided facility funding and other income or revenue sources provided by law and obtained by the Board and/or K12 which are not specifically excluded herein and all contributions and grants (including but not limited to Charter School Block Grants and other grants as applicable) received by or on behalf of the Board and granted as a matter of right and/or practice or through competitive and non-competitive grant processes, which are to assist in the improvements of any applicable School-related facility(ies), the implementation or maintenance of the School operations.

In contrast, Accel's calculation specifically excludes free and reduced lunch revenues, charitable contributions, transportation funding, and proceeds from fundraisers, which shall be retained entirely by the Virtual Preparatory Academy of Idaho.

Notably, neither the K12 Contract nor the Connections Contract refers to discretionary funds.

5. Subcontracting Requirements

The Commission states, "Acquiring subcontracts through the ESP as a primary contract appears to circumvent the procurement process, which is required by statute I.C. 67-9208." Accel does not intend to circumvent the procurement process or assist a school to do so. As stated throughout the originally submitted Educational Products and Services Agreement, Accel will comply with all applicable laws. To avoid any doubt, Section 3.4 of the Revised Services Agreement states, "Subcontractors will be procured in accordance with applicable law." Neither the K12 Contract nor the Connections Contract refers to a subcontracting process or compliance with law regarding same.

6. Compensation Model – No Conflict of Interest

The Commission expressed concern that the "management fee paid to the ESP is based on the recruitment, enrollment, and reporting managed by the ESP. This is a clear conflict of interest and not acceptable internal controls." There is no conflict of interest and there are internal controls as

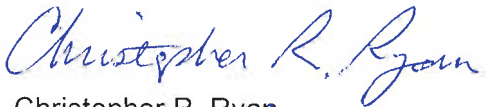
well as external controls. Per Section 1.2(a)(vii) of the original Educational Products and Services Agreement and the Revised Services Agreement, Accel maintains financial, educational and student records pertaining to the School, including documentation regarding recruitment, enrollment and reporting. In Section 1.2(a)(vii) of both agreements submitted for review, Accel acknowledged the records are property of the School. Per Section 1.2(a)(vi) of both agreements submitted for review, the Board has the right to conduct or to appoint others to conduct examination, of the books and records maintained for the School. As stated in Section 1.2(a)(vi) of both agreements submitted for review, Accel agreed to provide reports on the finances and operation of the School as requested or required by the Idaho State Department of Education, the School or Board or the authorizer to ensure compliance with the terms of the Charter Agreement. Moreover, Accel's business relating to the School is subject to external control and review by annual audit by the State of Idaho.

Accel's compensation model is similar to both Connections and K12, neither of which were denied the ability to provide services to Idaho schools based on having a conflict of interest.

Conclusion

Accel's business model is akin to those of Connections and K12, both of which have previously been approved by the Commission and currently operate in Idaho. Accel respectfully requests that it be evaluated based on the same criteria as K12 and Connections and likewise be approved.

Sincerely,



Christopher R. Ryan
General Counsel

cc: Lyndon Nyugen, Board counsel (with enclosures)

Enclosures: K12 Contract and Connections Contract

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

Between

IDAHO COLLEGE AND CAREER READINESS ACADEMY

And

K12 VIRTUAL SCHOOLS LLC

**FOR THE IDAHO COLLEGE AND CAREER READINESS ACADEMY, AN ONLINE
PROFESSIONAL-TECHNICAL HIGH SCHOOL AUTHORIZED BY THE IDAHO STATE PUBLIC
CHARTER COMMISSION, SERVING IDAHO STUDENTS STATEWIDE IN GRADES 9-12**

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EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

This EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT (“**Agreement**”) is made and entered into by and between the Governing Board of Directors (the “**Board**”) of the Idaho College and Career Readiness Academy, Incorporate an Idaho nonprofit corporation and K12 Virtual Schools LLC (“**K12**”), a Delaware limited liability company, each a “**Party**” together the “**Parties**”, as of the date signed by both Parties, and includes the following exhibits:

- a. Exhibit A (Products and Services)
- b. Exhibit B (K12 Proprietary Marks)

RECITALS

A. **WHEREAS**, the Board governs the Idaho College and Career Readiness Academy also known in abbreviated form as IDCCRA (the “**School**”).

B. **WHEREAS**, the mission of the School is to provide an innovative model of an online professional-technical public charter school adapted to the needs of high school students throughout the State of Idaho in order to inspire every student to succeed in their academic and occupational pursuits.

C. **WHEREAS**, the Board has filed a charter petition (application) with the Idaho State Board of Education’s Public Charter School Commission (the “**Commission**”) pursuant to the Idaho Charter Schools Act (Section 33-5201 *et seq.*) of the Idaho Education Code (“**IEC**”), to open an online professional-technical charter school that will utilize K12 products and services, subject to the Commission’s approval. The Board is also seeking certain funding approval from the Division of Professional-Technical Education which is the administrative arm of the State Board of Education’s State Board for Professional-Technical Education.

D. **WHEREAS**, once the Board’s charter petition is approved, a charter shall be granted (the “**Charter**”) to operate a professional-technical public charter school called the Idaho College and Career Readiness Academy, and the Board will utilize K12’s products and services in the School in accordance with this Agreement.

E. **WHEREAS**, K12 and its Affiliates were established, among other things, for the following purposes:

- promoting and encouraging new methods of effective education;
- implementing innovative and effective instructional systems in elementary and secondary education.

F. **WHEREAS**, K12 will provide the Board with a variety of educational products and services in furtherance of the School’s mission. These educational products and services include providing the highly regarded K12® Curriculum as well as third party professional and technical curriculum procured by K12 on behalf of the Board, online school and learning management systems; teacher training, recruitment and management; financial and school administration services; technology services for a student account management system and other administrative and technology support services specified in this Agreement and the Charter as applicable to the School.

G. **WHEREAS**, upon approval of the Charter, it is the intention of both Parties to enter into a long-term relationship in which the Board governs the School while K12 provides comprehensive educational products and services, including turnkey management services, and in which K12 will assure the financial solvency of the School in accordance with the terms of this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:

1.1. Affiliates. An “Affiliate” of K12 is an entity that controls, is controlled by, or under common control with K12, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise.

1.2. Applicable Law. Applicable Law is defined herein as the Constitution of the State, the State education laws and/or code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to public charter schools in the State.

1.3. Charter. The Charter is defined as the authorization provided to the Board by the Charter Authorizer pursuant to Applicable Law, permitting the Board to operate as a public charter school and entitled to receive public funds, appropriations and other revenues.

1.4. Charter Authorizer. The Charter Authorizer is the entity which has been granted the authority by law to permit the Board to operate in accordance with the Charter and Applicable Law. The Charter Authorizer is currently the Idaho State Board of Education’s Public Charter School Commission.

1.5. Change in Net Assets. A Change in Net Assets is the difference in a given Fiscal Year between the School Revenues and School Expenses as certified by an independent audit in accordance with Generally Accepted Accounting Principles (GAAP).

1.5.1. A “Positive Change in Net Assets” means School Revenues exceeded School Expenses in a given Fiscal Year.

1.5.2. A “Negative Change in Net Assets” means School Expenses exceeded School Revenues in a given Fiscal Year.

1.6. Fiscal Year. The Fiscal Year shall run July 1 through June 30.

1.7. Net Asset Position. Net Asset Position means the difference between total assets and liabilities of the School at the end of a given Fiscal Year as certified by an independent audit in accordance with GAAP.

1.7.1. A “Positive Net Asset Position” means that total assets of the School exceed total liabilities of the School.

1.7.2. A “Negative Net Asset Position” means that total liabilities of the School exceed total assets of the School.

1.8. School Revenues. School Revenues are all revenues and income generated or appropriated for and received by or on behalf of the Board as attributed to any Student or the School which includes, but is not limited to, the following sources as applicable: State and local per-pupil general and special education funds, funds and apportionments for professional-technical schools and other public school State and local funding; federal funds specific to the School and/or its Students; other funding including, but not limited to, Title I of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. §6301 *et seq.*, as amended);

State provided facility funding and other income or revenue sources provided by law and obtained by the Board and/or K12 which are not specifically excluded herein and all contributions and grants (including but not limited to Charter School Block Grants and other grants as applicable) received by or on behalf of the Board and granted as a matter of right and/or practice or through competitive and non-competitive grant processes, which are to assist in the improvement of any applicable School-related facility(ies), the implementation or maintenance of the School operations.

1.9. Shareholder. A Shareholder is a holder of greater than one percent (1%) of K12's outstanding shares of common stock.

1.10. State. The State is Idaho.

1.11. Student. A Student is any student enrolled and/or otherwise taking course(s) in the School or previously enrolled, including those pupils who have withdrawn.

2. K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.

2.1. Description of Educational Products. During the Term, K12 and Affiliates shall license to the Board solely for use in the School, on a non-exclusive, non-assignable, non-sublicensable basis the products and offerings, as described in Exhibit A, to include the K12® curriculum, access to its online school and designated learning management system(s) and/or available third party curriculum, instructional tools and other products and offerings (collectively the “**Educational Products**”). During the Term, the Parties may agree upon K12 and Affiliates licensing additional products (e.g., new curriculum, supplementary curriculum, and/or educational programs) beyond those listed in Exhibit A. Provision of additional products will be mutually agreed upon and shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.2. Description of Administrative and Technology Services. During the Term, K12 and Affiliates shall provide to the Board solely for the School “**Administrative Services**”, including financial and school administration services, teacher recruiting, training and management, and “**Technology Services**” to include a student information system, hosting of an online platform, a student account management system and related technical support and other educational services as described in Exhibit A. The Administrative Services and Technology Services shall collectively be referred to as the “**Services**”. During the Term, the Parties may agree upon K12 and Affiliates providing the Board with additional services beyond those listed in Exhibit A. Provision of additional services shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.3. Special Education Services. K12 shall assist with the provision of special education and/or related special needs services including but not limited to recruiting teachers and procuring related service providers for Students with special education needs or any Students who have, will have or require an Individualized Education Program (“**IEP**”). All special education-related funding from any source for the Special Education Students shall be included within School Revenues.

2.4. Place of Performance. Performance of Services is not required to be rendered at the School's facility(ies) (if any), unless specifically stated in Exhibit A or for compliance with Applicable Law or the Charter.

2.5. Standards of K12 Performance.

2.5.1. K12 Compliance. K12 will provide the Educational Products and Services set forth in this Agreement and any amendments hereto in accordance with Applicable Law, the Charter, and Board policies made known to K12 in writing and relating to the School. Subject to Section 11, K12 shall

also comply with changes in Board policies within thirty (30) days of receipt of written notice and a copy thereof; however, School Policies (as defined in section 3.2) shall be adopted in accordance with Section 3.2.

2.5.2. Confidentiality of Records/FERPA. K12 will maintain the confidentiality of School personnel, student and other records in accordance with the requirements of Applicable Law. The Board recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”) and the State open records act, K12 has a legitimate educational interest for purposes of the Board (or its designees) disclosing a student’s educational records to K12 and such records shall be disclosed to K12 in order for K12 to perform the Services. The Board shall define “school officials” and “legitimate educational interest” as permitted by FERPA, broadly enough to permit the provision of the Educational Products and Services hereunder.

2.5.3. Licensure or Other State Requirements. Except as otherwise provided in this Agreement, K12 will comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder.

2.5.4. Non-Discrimination. K12 prohibits discrimination in all its programs and activities on the basis of race, color, religion, sex, national origin, age, disability, and where applicable, marital status, familial status, and sexual orientation.

3. BOARD RESPONSIBILITIES.

3.1. Payment Obligation. For the Educational Products and Services, the Board shall compensate K12 at the rates and conditions set forth in this Agreement or as amended as mutually agreed in writing.

3.2. Oversight of K12. The Board shall be responsible for monitoring K12’s performance under, and compliance with, the terms of this Agreement in accordance with Applicable Law. Accordingly, the Board shall be responsible for overseeing the School’s quality, operational and financial performance and for working with the Charter Authorizer as required. K12 shall reasonably cooperate with such monitoring and oversight.

3.3. Adoption of Policies. The Parties acknowledge and agree that in providing the Services, it shall be the responsibility of K12 to recommend various policies for the operation of the School (“**School Policies**”). K12 will implement procedures consistent with such policies, but the Board retains ultimate responsibility for adopting policies and for overseeing K12’s implementation. K12 will cooperate with such oversight and policy implementation subject to Section 11. K12 and the Board will work collaboratively and in a timely manner on the creation of School Policies that may include, but are not limited to, policies relating to the budget, authorization of expenditures, curriculum, admissions procedures, student conduct online and at any applicable School facility, School calendars, procedures for resolution of parent or student complaints and disputes between School employees, and the responsible use of computer equipment and other instructional property. To the extent any of the foregoing collaborative policies are not yet in effect, the Parties agree that K12’s applicable standard policies and best practices shall be used to avoid a lack of any policy. The Board shall promptly provide K12 written copies of all School Policies adopted and must promptly notify K12 in writing of any changes to such policies.

3.4. School-Related Correspondence. The Board shall provide K12 with any reports, documents and other findings that are related or may have an impact on the School, the Charter and/or K12’s obligations herein. Such School-related correspondence includes, but is not limited to, adopted Board minutes, resolutions and Board reports, State audit preliminary and final reports, and Charter Authorizer reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.

3.5. School Compliance. The Board will perform its obligations under this Agreement and shall comply with, and govern itself in a manner consistent with, the requirements of Applicable Law, the Charter and the Charter Authorizer's policies.

4. FINANCIAL MATTERS.

4.1. Financial Risks Assumed by K12. K12 assumes the risks, except as otherwise set forth in this Agreement that its fees may not allow it: i) to operate profitably, and/or ii) to fully recover the amounts invoiced by K12 to the Board in accordance with this Agreement. In addition, the Parties agree that the School will not conclude a Fiscal Year during the Term in a Negative Net Asset Position. Accordingly, the Parties further agree that each of them shall take all reasonable steps and approaches necessary to avoid a negative change in Net Assets or conclude a Fiscal Year in a Negative Net Asset Position during the Term. For each year of the Agreement, provided that there has been no material breach of the Agreement by the Board, if the Board ends a fiscal year in a Negative Net Asset Position, the Parties agree that K12 will provide sufficient credits ("**Balanced Budget Credits**") to be applied to K12 invoices to ensure that the School does not experience a Negative Net Asset Position during or at the end of said Fiscal Year.

4.2. Balanced Budget Credit Remittances. Should the School end a Fiscal Year in a Positive Net Asset Position, as evidenced by its audited financial statements conducted in accordance with GAAP for such Fiscal Year, and K12 has issued Balanced Budget Credits in prior years for which a balance remains, the Board will reimburse K12 up to the cumulative amount of previously issued Balanced Budget Credits, as follows:

- a. Of the first \$100,000 or less of the Positive Net Asset Position, the amount due to K12 will be twenty-five percent (25%) of such amount, not to exceed \$25,000.
- b. Of the second \$100,000 or less of the Positive Net Asset Position, if any, the amount due K12 will be fifty percent (50%) of such \$100,000 or \$50,000. The amount due K12 will not exceed \$75,000, for the first \$200,000 of School's Positive Net Assets.
- c. If the School's Positive Net Asset Position exceeds \$200,000 any outstanding amount of Balanced Budget Credits due to K12 will be seventy-five percent (75%) of the amount over \$200,000 plus the \$75,000 noted in the point immediately above.

Such amounts shall be paid to K12 in accordance with the preceding payment schedule, subject to the following conditions:

- a. The total amount of Balanced Budgets Credits remitted over the Term will not exceed the amount of Balance Budgets Credits issued during the Term;
- b. Balanced Budget Credits will not be due until the School is in a Positive Net Asset Position, if ever; and
- c. In no single school year will the amount of any remittance exceed fifty percent (50%) of the then current school year's Positive Net Asset Position, as determined by an independent audit before the payment of Balanced Budget Credits.

Finally, at the end of the Term if there is a balance of Balance Budgets Credits which have not been remitted such credits will be forgiven by K12, subject to the termination provisions of this Agreement.

4.3. Financial Risk Mitigation. As an inducement for entering into this Agreement and issuing Balanced Budget Credits, the Board and K12 agree that K12 is willing to assume the financial risks set forth herein, subject to both the Balanced Budget Credit remittance (Section 4.2) above and all of the risk mitigation efforts set forth below, each of which are material terms of this Agreement:

4.3.1. Exclusivity. K12 shall be the sole provider of the Educational Products and Services for the School unless otherwise waived in writing by an authorized officer of K12. Nothing within this provision, however, shall be construed to preclude the Board in the exercise of its fiduciary obligations to the School. Moreover, the Board shall be permitted to procure goods and services from a third party to the extent required by law, solely provided such goods and services are not otherwise included in the Educational Products and Services. Prior to any third party procurements, the Board shall give K12 a thirty (30) day right of first refusal to provide such services or goods not enumerated herein or in the future, and if K12 is able and willing to provide such services or goods the Board shall procure them from K12.

4.3.2. Final School Budgets. The Board will adopt an annual School budget for each Fiscal Year during the Term and the Parties agree that K12 will present to the Board (or its authorized delegates or subcommittee) a proposed School budget for each such Fiscal Year. The proposed School budget will include assumptions provided by K12. K12 will present a proposed budget for the upcoming school year by May 15 of the then current Fiscal Year and the Board shall consider the budget proposed by K12 and will act to approve a final School budget not later than thirty (30) days prior to the start of the Fiscal Year (or sooner if required by Applicable Law). In the event the Parties cannot agree in writing upon a final budget (or any budget modification), K12 shall only be obligated to issue Balanced Budget Credits, if any, up to the amount proposed and reflected in the original budget submission or any proposed modifications to such budget by K12.

4.3.3. Budget Modifications. K12 may submit to the Board proposed modifications to a School budget to take into account the actual Student enrollment for the applicable school year, other changes in key assumptions or other changes deemed necessary or appropriate. The Parties will work in good faith to agree in writing on modifications to the final School budget but, in any event, the Board shall act on any modifications proposed by K12 within thirty (30) days of the proposal thereof.

4.3.4. Variances from Budgets. In the event that the Board causes (or its employees or designees cause) the School to experience a Negative Net Asset Position within the Fiscal Year of more than an aggregate of two percent (2%) during the entire Fiscal Year above the agreed to amount in writing by K12, if any, then K12 reserves the right to limit the Balanced Budget Credits up to such 2% variance.

4.3.5. Material Deviations. In the event the Board materially breaches this Agreement or otherwise acts in a manner that will have the effect of materially increasing K12's obligations, including payment obligations, or materially decreasing its rights herein, including changing the name of the School, amending the Charter or Lease, or adopting adverse policies and the Agreement is not terminated, then to the extent K12 has not otherwise expressly agreed to such material change in writing, K12 reserves the right to suspend the issuance of Balanced Budget Credits effective immediately beginning with the School year that such breach or action occurred in addition to other remedies available.

4.3.6. Lease Terms and Compliance. To the extent the Board enters into a lease for example, for administrative offices or Student training, all facility-related costs shall be a School Expense. The Board agrees that it will not modify, terminate or enter into any lease for any facility or location without the prior written consent of K12 (or the Charter Authorizer as required) if any such action will have the effect of materially impacting any of K12's rights or obligations hereunder, including its financial obligations. For the avoidance of doubt, in the event the Board violates this Section or otherwise breaches any such lease so as to have the effect of materially impacting K12's rights or obligations, K12 reserves the right to suspend the issuance of Balanced Budget Credits effective immediately beginning with the Fiscal Year that such breach occurred.

4.4. Advances Made by K12 on Behalf of the School. If the available cash receipts of the School are, from time to time, insufficient to cover payment of School Expenses on a timely basis, and the Board is unable to seek funding from other sources to cover such deficiency, K12 may advance the Board such amounts (not to exceed maximum amounts set by Applicable Law) to allow payment of such School Expenses on a timely basis (collectively hereinafter referred to as “**Advances**”) provided that, K12 will have no obligation to make any Advances in any Fiscal Year for expenditures: (i) for any items that are in excess of the lesser of the amount proposed by K12 for the budget or the approved budgeted amount except to the extent that such excess amounts are beyond the Board’s control and due to events beyond the Board’s control; (ii) for amounts payable to K12 pursuant to this Agreement or any other agreement between K12 or its Affiliates and the Board; or (iii) for any matters as to which K12 or any other person or entity is entitled to indemnification under this Agreement. The Advances will be due and owing to K12 by the Board thirty (30) days after K12 invoices the Board for such funds.

4.5. Start Up Costs. “**Start Up Costs**” are those project management, insurance, legal, recruiting and hiring fees, computers, phones and other administrative costs that have been incurred on behalf of the School, together with advances made to the School by K12, prior to and subsequent to the execution of this Agreement in order to obtain School approval by the applicable Charter Authorizer(s) or to open the School. In order to sufficiently verify the Start Up Costs are valid and applicable to the School, the Board agrees to provide a detailed breakdown with the appropriate receipts for all such costs which will be subject to audit by K12. To the extent the Start Up Costs were paid to or on behalf of the School by K12 and/or Advances were made to the Board for Start Up Costs, K12 shall invoice the Board for reimbursement of such Start Up Costs and Advances in accordance with Sections 4.4 and 8.3 herein. Payment will be due within thirty (30) days of receipt of such invoice unless sufficient cash is not on hand to do so at which time such invoices will accrue interest per the Agreement.

4.6. Financial Reports. The Board may request that K12: (i) prepare and submit reports on the School’s finances as often as on a monthly basis in addition to those financial reports required by Applicable Law or the Charter; or (ii) provide the Board with such other information as reasonably necessary and appropriate to enable the Board to monitor performance under the Charter and related agreements, including the effectiveness and efficiency of the School’s operations. All such requests shall be made in writing. The Parties agree that K12 shall supply the foregoing reports and information, solely provided that the Board or other third parties have given K12 all necessary and current data needed for such reports (as reasonably requested by K12), including, but not limited to, relevant audit findings, Board expenditures and funding detail. Accordingly, the Board shall not withhold, and shall cooperate with K12 to ensure K12 has the needed data and information the Board’s control in a timely manner.

4.7. School Audit. K12, in collaboration with the Board, will arrange for an independent audit of the School’s financial statements. The cost of such audit shall be a School Expense.

4.8. School Expenses. The Board will be responsible for all debts, liabilities, and obligations incurred on behalf of the School by or on behalf of the Parties (collectively, “**School Expenses**”) during the Term of the Agreement. School Expenses shall be determined in accordance with the budget process set forth herein, will be paid out of the School Revenues and shall include, but are not limited to, the following School-related costs:

4.8.1. oversight fees to the Charter Authorizer, if any;

4.8.2. School teacher (master and lead) and lab attendants (individually a “**Teacher**”, collectively “**Teachers**”) salaries;

4.8.3. Teacher related expenses, including, Teacher training related expenses and other Teacher expenses;

4.8.4. offices for administrative staff and related expenses;

4.8.5. Student Support Staff (defined in Section 7.4 below) related expenses;
4.8.6. related services expense for Students with special education needs (as applicable);
4.8.7. state test related expenses;
4.8.8. school community relationship building;
4.8.9. direct mail, printing and related expenses for enrolled Students;
4.8.10. amounts due to K12 and its Affiliates, including interest on Advances and past due amounts;
4.8.11. supplemental curriculum and other academic services as agreed to by K12 in writing;
4.8.12. reasonable legal fees for representation of the Board as it pertains directly to the School and not for legal representation or related expenses adverse to K12;
4.8.13. insurance including directors' and officers' liability insurance, general liability insurance and other School-related insurance coverage, as appropriate;
4.8.14. accounting and reporting not comprehended in K12's Services to be provided, payroll processing, audit, and/or tax preparation fees directly associated with the School;
4.8.15. use, sales, income, property or other taxes, if any;
4.8.16. fees for required background investigations of School employees;
4.8.17. office and School facility and infrastructure related expenses; and
all other School-related expenses approved in the budget, however, if any total School Expenses are, as reasonably known, going to be incurred at a variance of two percent (2%) or more above the budgeted amount, they must be pre-approved in writing by K12.

5. TERM OF AGREEMENT.

5.1. **Term.** This Agreement will become effective upon the date of full execution by the Parties, for commencement on July 1, 2014 ("**Effective Date**") and will terminate on June 30, 2024 (the "**Term**") unless sooner terminated under the Section 11 of this Agreement. In the event the Charter Authorizer and/or the Charter changes, this Agreement shall automatically survive and be performed in accordance with the new Charter, these terms and conditions and Applicable Law, unless this Agreement is otherwise terminated in accordance with Section 11 herein.

5.2. **Renewal.** Following the Initial Term, this Agreement will automatically extend for successive additional periods of seven (7) year(s) (each such period a "**Renewal Term**"), unless (a) either Party provides the other with written notice of non-renewal at least two (2) years before the expiration of the then-current Initial Term or Renewal Term (as applicable); or (b) the Agreement is sooner terminated under Section 11. The Initial Term and any Renewal Terms will be referred to collectively as the "**Term**".

6. PRICING, FEES AND PAYMENT.

6.1. **Educational Product Prices.** In consideration of the value of the Educational Products provided by K12 (including teaching support) as specified in detail in Exhibit A, the Board will pay K12 and its Affiliates for the Educational Products based on the then current national K12 Managed Virtual School Pricing for similarly situated, similarly branded professional-technical schools ("**Product Price List**"), to include third party product pricing as applicable. Notwithstanding anything in this Agreement to the contrary, for each Educational Product set forth in the Product Price List, the School agrees that the fees for such Educational Products will be subject to change, no more than once per calendar year, at K12's reasonable discretion and communicated to the Board during the annual budget process. Payment for the Educational Products shall be made in accordance with Section 8 below.

6.2. **Administrative Services Fee.** In consideration of the value of the Administrative Services provided by K12, as specified in detail in Exhibit A, the Board agrees to pay K12 and its Affiliates fifteen percent (15%) of the School Revenues (the "**Administrative Services Fee**") for each Fiscal Year of the Agreement. Payment for the Administrative Services Fee shall be made in accordance with Section 8 below.

6.3. Technology Services Fee. In consideration of the value of the Technology Services provided by K12 as specified in detail in Exhibit A, the Board agrees to pay K12 and its Affiliates seven percent (7%) of the School Revenues for the Technology Services (the “**Technology Services Fee**”) for the each Fiscal Year of the Agreement. Payment for the Technology Service Fee shall be made in accordance with Section 8 below.

6.4. Priority of Payments. Payments from the School Revenues shall be paid by the Board in the following order of priority: (1) Teacher salaries, including applicable payroll taxes, (2) School Expenses identified in Section 4.8 above, (3) Advances made by K12, (4) fees for Educational Products, (5) Administrative and Technology Services Fees payable to K12 and its Affiliates, including any fees for administrative or technology products and services purchased by the Board in addition to those enumerated in Exhibit A, and (6) Balanced Budget Credits, if any.

6.5. Business Judgment. The Board hereby agrees, in the exercise of its business judgment, that the economic arrangement included herein, including the Balanced Budget Credits and fees payable to K12 hereunder are reasonable, necessary, and fair compensation for the Educational Products and Services provided for the Term, particularly in light of the Agreement’s provision requiring K12 to provide assurance of the School’s financial solvency to the extent set forth in Section 4 of this Agreement.

7. PERSONNEL SUPPORTING THE SCHOOL.

7.1. K12 Staff Assigned to the School. K12 will employ and determine the employment terms for administrative personnel who may include a Head of School (“**HOS**”) or equivalent administrative staff position, and such other staff, including teaching staff, as K12 deems necessary to deliver the Educational Products and Services described in this Agreement. The responsibilities and performance of K12’s staff will be consistent with Applicable Law. Such administrative personnel may be assigned to the School on a full- or part-time basis. K12 will have the sole authority to select, supervise, compensate and determine compensation, evaluate, transfer, promote, discipline and dismiss its staff members.

7.2. Complaints About K12 Staff. If the Board is dissatisfied or concerned about the job performance of a K12 staff member assigned to the School, the Board shall discuss the matter first with the HOS or its equivalent. In the event the Board has a concern or is not satisfied with the HOS’ job performance, the Board will provide K12 official written notice pursuant to this Agreement and set forth the specific issues and requested action with supporting documentation and K12 shall review such request and respond in a timely manner.

7.3. Teachers and School-Student Support Staff. The Board shall, within budgetary limitations, employ and be ultimately responsible for the Teachers and “**Student Support Staff**” (defined below) for the School, except in limited circumstances where K12 deems it reasonably necessary to employ such staff to deliver the Educational Products and Services hereunder to the extent allowed by Applicable Law. K12, however, will take the lead to help recruit, set the terms of employment, hire, supervise, discipline and terminate Teachers and Student Support Staff and such activities will be performed in consultation with the Board (or its designees). In accordance with Section 4.8, the Board will be responsible for all costs associated with the employment of such staff (including, without limitation, salaries, benefits, travel and other School-related expenses). “**Student Support Staff**” is defined as any position that provides direct services to the School and its Students which may include, for example, a Nurse and a Guidance Counselor or similar positions. For the avoidance of doubt, any HOS (Principal) for the School shall be an employee of K12 or its Affiliates. To the extent required by law, all Student Support Staff personnel shall be State licensed or possess the necessary credentials, qualifications, background and conduct checks as required by Applicable Law and/or the Charter.

7.4. Complaints About School-Student Support Staff. If K12 is dissatisfied or concerned about the job performance of any of the Board's staff, including Teachers or Student Support Staff assigned to the School, the Board shall delegate to K12's HOS (or its designee), the authority to discipline such staff member and as necessary or required, K12 shall promptly notify the Board of such actions. In some cases, K12 may recommend termination or elimination of specific positions to the Board for prompt action by the Board (who maintains the exclusive right to hire and terminate its employees), approval of which will not be unreasonably withheld.

7.5. Determination of Employer Entity. The Parties anticipate that, except as otherwise required by Applicable Law or to the extent necessary for the Board to maintain its status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended ("IRC"), the HOS and other administrative personnel will be provided by K12. In the event that K12 determines that it is necessary or desirable that any of the K12 staff members providing services under this Agreement become an employee of the Board, K12 shall notify the Board of such determination in writing and upon the written agreement of the Board, such K12 staff member shall become an employee of the Board; such change shall become effective on the date specified by K12 in such notice. In the event that at any time or from time to time K12 determines that it is necessary or desirable that any of the Board's staff members to become an employee of K12, K12 shall notify the Board of such determination in writing and upon the written agreement of the Board such School employee shall become an employee of K12; such change shall become effective on the date specified by K12 in such notice.

7.6. Background Investigations on K12 Employees. As part of its Administrative Services, K12 will be responsible for arranging for criminal background checks to be conducted on its employees assigned to the School to the extent required by Applicable Law and will maintain documentary evidence that it has done so. Upon the Board's request, K12 will provide the Board with documentary evidence of its compliance, subject to any confidentiality requirements imposed by Applicable Law.

7.7. Background Investigations on School Employees. As part of its Administrative Services, K12 will help ensure that the Board fulfills its responsibilities to: a) conduct criminal background checks required by Applicable Law; and b) maintain evidence that it has performed such actions.

8. PAYMENT OF PRODUCT AND SERVICE FEES.

8.1. Invoicing and Payment of Fees. K12 will submit to the Board, a detailed invoice for the Educational Products and Services delivered for the prior calendar month. For any fees calculated as a percentage of School Revenue, such fees will be calculated based upon the approved budget or subsequent updates in effect for the applicable calendar month and will be billed for services rendered on a monthly basis during the Term, even though School Revenue may be received by the Board beyond the expiration of the Term.

8.2. Location of Payment. All payments made hereunder will be made to K12 (or its designated Affiliate) and at the address set forth above, or such other address provided by K12 in writing.

8.3. Payment Date and Interest. All invoices payable to K12 and its Affiliates are due within thirty (30) days from the invoice date. Advances will be due thirty (30) days from the date an Advance is invoiced by K12. The Board agrees to pay interest on overdue Advances at a rate of prime plus two percent (2%), not to exceed fifteen percent (15%) per annum, or the maximum amount allowed by Applicable Law. All other amounts past due and owing by the Board to K12 will accrue interest at one and one-quarter percent (1¼ %) per month but not to exceed fifteen percent (15%) per annum, or the maximum amount allowed by Applicable Law, on each overdue amount. The Board shall not intentionally withhold payments due to K12. In the event the Board intentionally withholds payments due hereunder, no Balanced Budget Credits shall be issued by K12 to cover any late fees due hereunder.

8.4. Taxes. Except as otherwise stated herein, K12 is not responsible for any taxes or third-party charges related to the activities, or the ownership or operation of the School. Without limiting the foregoing, the Board agrees to pay any sales, use, property, excise, value-added, or other similar taxes, if any, imposed by Applicable Law, except for taxes based on K12's income. For the avoidance of doubt, all fees for the Educational Products and Services set forth herein are exclusive of such taxes.

8.5. Year-End Adjustments. Within thirty (30) days after completion of the School's audited financial statements for each Fiscal Year, K12 will prepare and submit to the Board a statement of the total amounts of the Administrative Services and Technology Services Fees or other Service fees set forth in this Agreement (collectively "**Service Fees**") payable with respect to such Fiscal Year, including the calculation of such amounts (which calculations will be based upon the School's audited financial statements for such Fiscal Year). If the total amount of the Service Fees calculated in accordance with the foregoing sentence exceeds the total amount invoiced by K12 pursuant to Section 8.1, then the excess amount will be payable to K12; if such total amount is less than the total amount invoiced by K12 pursuant to Section 8.1, then the shortfall amount will be payable to the Board. Payment of any excess Service Fees payable to K12 will be due thirty (30) days after the submission of the statement thereof. Reimbursement to the Board of any overpayment of Service Fees will be due thirty (30) days after the submission of the statement thereof, provided, that K12 may elect in its discretion to set-off the amount any such overpayment against any outstanding obligations of the School to K12 or any Affiliate of K12.

8.6. Payment Out of School Funds Managed by K12 Only. K12 is authorized by the Board to pay itself the fees set forth in this Agreement out of the Board's funds managed by K12, if any, subject to the School's applicable expenditure authorization policies approved by the Board.

8.7. Disputed Amounts. If the Board disputes any charge invoiced by K12 the Board (or its authorized designee) must submit a good faith claim in writing regarding the disputed amount with documentation reasonably necessary to support the claim no later than ninety (90) days beyond the Fiscal Year audit regarding the disputed amount. If the Board (or its authorized designee) does not submit a documented claim to K12 within such time frame regarding the disputed amount, then notwithstanding anything in this Agreement to the contrary, the Board waives all rights to dispute or otherwise claim that it does not owe or to seek any credits or reimbursements thereafter regarding such disputed amount.

9. RELATIONSHIP OF THE PARTIES.

9.1. Status of the Parties. K12 is not a division or any part of the Board. The Board is a body corporate organized under State law which independently governs the School, and is not a division or a part of K12. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. The Parties are independent contractors. Nothing herein will be construed to create a partnership or joint venture by or between the Board and K12. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement where K12 is authorized to take action on behalf of the Board. The Board and its employees will in no case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind K12 to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing by K12.

9.2. Relationship Between the Board and the School. The Idaho College and Career Readiness Academy is an Idaho public charter school authorized by the Charter Authorizer and governed by its Board. Although certain provisions in this Agreement refer to the School and may grant rights or impose obligations on the School, it is the Board that has the final legal responsibility under this Agreement to K12 and the Charter Authorizer. Therefore, it is the responsibility of the Board to ensure that the School fulfills all its obligations under this Agreement.

9.3. No Related Parties or Common Control; Certain Permitted Participations. Except as contemplated by this Agreement or any agreement between the Board and any Affiliate with respect to the provision of services described hereunder, K12 will not have any role or relationship with the Board that, in effect, substantially limits the Board's ability to exercise its rights, including termination rights, under this Agreement. None of the Board's voting power shall be vested in K12 or its directors, trustees, members, managers, officers, Shareholders, or employees, and none of the voting power of K12's Board of Directors or Shareholders of K12 shall be vested in the Board's or its Charter Authorizer's directors, trustees, members, managers, officers, shareholders, or employees. The Board agrees to take such action as is necessary to permit employees or agents of K12 to have a nonvoting presence at the Board meetings, including executive sessions, during the Term of this Agreement, provided that, the inclusion of employees or agents of K12 in executive sessions will be at Board's discretion and is not inconsistent with Applicable Law.

10. OTHER SCHOOLS. The Parties acknowledge that K12 and its Affiliates will have the right to render similar services to other persons or entities including other public or private schools or institutions within and outside of the State ("**Other Schools**").

11. TERMINATION. Events of termination are as follows:

11.1. Termination for Cause. The Parties shall use good faith efforts to resolve all disputes relating to this Agreement as set forth in Section 21; however, either Party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other Party for cause. Termination for cause shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement, and a failure to cure such a breach within forty-five (45) days after receiving written notification from the terminating Party. Upon termination of this Agreement, the non-breaching Party shall be entitled to seek any remedies for which it would be entitled at law or in equity. Additionally, in the event the Board does not cure the material breach of this Agreement as set forth in this provision K12's, in its sole discretion, may suspend the issuance of Balanced Budget Credits detailed in Section 4 in lieu of terminating this Agreement.

11.2. Termination for Material Reduction in School Revenue. K12 may terminate this Agreement in the event there is a material reduction in School Revenue below the amount for the prior Fiscal Year or such reduction will materially increase the financial risk to K12 in providing the Educational Products and Services. K12 shall notify the Board of its intent to terminate under this provision and provide the Board thirty (30) days' notice so that the Parties may work together to find alternative funding or other means to offset the reduction in School Revenue. If the Parties are unable to find additional revenue or other means in the thirty (30) day time-frame, K12 may terminate this Agreement and such termination shall be effective: (i) immediately upon written notice by K12 to the Board, if notice or publication of such reduction is given at least ninety days (90) prior to the commencement of the school year to which such reduction is applicable; or (ii) at the end of the school year upon written notice to the Board if notice or publication of such reduction is given during the school year to which such reduction is applicable. In the event K12 elects not to terminate this Agreement in accordance with this provision, K12 may reasonably revise and determine the level of products and services to be provided in accordance with Applicable Law, considering any such funding reduction.

11.3. Termination Upon Loss of Charter or Judicial Ruling. This Agreement may be terminated immediately by either Party upon written notice to the other Party: (i) if the Charter Authorizer (or a successor governing body duly appointed by the State Legislature) provides written notice that it has terminated, revoked, or non-renewed the Charter or (ii) upon a final adverse determination by the highest court in the State that the School is no longer valid under law or its ruling has the effect of terminating the School.

11.4. Termination for Failure to Approve Budget. In the event that the Board does not approve a budget or reasonable modifications to a budget within thirty (30) days following the submission of a proposal thereof by K12, K12 may terminate this Agreement effective at the end of the then-current school year in which the budget or reasonable modification is not approved, or if the lack of approval is for an upcoming school year that has not commenced, K12 may terminate this Agreement upon written notice prior to the commencement of the upcoming school year.

11.5. Termination in the Event of Certain Changes in the Charter or School Policies. K12 may terminate this Agreement effective immediately upon written notice to the School in the event that the Charter is amended or the Board or the Charter Authorizer adopts or amends a policy, in each case without the prior written approval of K12, and the effect of such amendment or policy could reasonably be determined to require K12 to increase materially the level of services (or other obligations) required to be provided hereunder or to increase materially the financial risk to K12 arising from its performance of its obligations hereunder, thus rendering K12's performance economically unviable as determined by K12. In the event the Board or Charter Authorizer adopts such an adverse policy in the middle of a school year, K12 agrees to use its best efforts to complete the then current school year without waiving any rights and remedies hereunder.

11.6. Change in Applicable Law. If any change in Applicable Law enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

12. TERMINATION EFFECTS. Effects of termination are as follows:

12.1. Outstanding Payments Due. Except as otherwise agreed by the Parties in writing, termination does not relieve the Board of any obligations for payments outstanding to K12 as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

12.2. Return of Equipment. Return of K12-provided equipment is mandatory. As such, all K12 assets including, but not limited to, computers, printers, related equipment and non-consumable materials that may be provided by or on behalf of K12 are to be returned upon the expiration or termination of this Agreement, in accordance with the policies governing the use and reclamation of such materials. Nonetheless, any damages to such equipment and materials or unreturned equipment and materials will be invoiced to the School at the Replacement Value. The Replacement Value is the cost to replace the equipment anew, without regard to depreciation. Shipping costs, if applicable, shall be paid by the Board to K12.

12.3. Balanced Budget Credits Outstanding. In the event this Agreement expires or is terminated pursuant to Section 11, to the extent there are outstanding Balanced Budget Credits remaining, the Board shall fully exhaust its Net Assets to pay off the outstanding balance of Balanced Budget Credits, provided however, if any Balanced Budget Credits remain after the Net Assets are fully exhausted, the remaining Balanced Budget Credits shall be fully forgiven.

12.4. Fees Owed. In the event this Agreement terminates as provided for herein, or it expires pursuant to its terms, and unless otherwise agreed by the Parties in writing, the Board shall owe for all products and services rendered to include the Administrative and Technology Services Fees, Educational Products and Services in accordance with this Agreement for the period up to and including then current Fiscal Year of the

termination or expiration. All such fees will be determined on an accrual basis per the Board's audited financial statement up to and including the year in which this Agreement terminates or expires.

12.5. Loss of Value. The Board acknowledges and agrees that the subject matter of this Agreement is unique and that it would not be possible for K12 to resell the Educational Products or the Services that are the subject of this Agreement. In view of the difficulty in estimating K12's damages incurred, the Parties agree to the extent not precluded by Applicable Law, for the purposes hereof that K12's damages (in addition to those entitled under law or equity) shall be fifteen percent (15%) of the School Revenues in the Fiscal Year in which the Agreement is being terminated, due within thirty (30) days following date of such termination, if the Agreement is terminated as set forth in Section 11 because of the Board's actions or omissions unless said action or omission is in response to state or federal law or direction which is not caused by the negligent action or omission or the willful misconduct of the Board, and except as action is taken by the School to terminate this Agreement in accordance with Section 11.1.

13. INTELLECTUAL PROPERTY RIGHTS.

13.1. Proprietary Materials. The Board acknowledges and agrees that K12 has the right to license (or sublicense as the case may be) certain intellectual property rights and interests in and to K12 and its Affiliate's (and respective licensor's) intellectual property, including but not limited to curriculum, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, School Charter application (to the extent prepared by or on behalf of K12), presentations and related petitions and documents, School logo, website design and domain numbers and names including those registered by K12 and/or for K12, its Affiliates and the Board and other materials created for the School, and curricular materials and any and all customizations and derivative works thereof (collectively, "**K12 Proprietary Materials**"). The Board further acknowledges and agrees that: (i) it has no intellectual property interest or claims in the K12 Proprietary Materials or any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Materials, (ii) it has no right to use the K12 Proprietary Materials unless expressly agreed to herein by K12, and (iii) K12 and its Affiliates (and respective licensors as the case may be) own all intellectual property rights in and to the K12 Proprietary Materials.

13.2. Sub-License of K12 Proprietary Materials. K12 hereby grants the Board a royalty-free, non-exclusive, non-transferable sub-license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use and distribute the K12 Proprietary Materials solely in connection with the School operations as contemplated in this Agreement. Notwithstanding the foregoing, the Board shall not: (i) modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials, (ii) sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion, or (iii) frame any website owned by K12. Upon the termination of such license, the Board will cease use of the K12 Proprietary Materials, and will return all K12 Proprietary Materials to K12 promptly, including those in the possession of the Board, any Teachers and Board employees participating in the School, and students participating in the School.

13.3. Rights of K12 in K12 Proprietary Marks. The Board acknowledges and agrees that, as between the Board and K12, K12 (and its applicable Affiliates) owns and shall maintain all intellectual property rights, title and interest, including any goodwill, in and to K12 and its Affiliate's trademarks, service marks, trade dress and trade names including the School name(s), School logo(s) and related marks and trade dress and the K12 mark, K12 (& Design) and as may be featured in Exhibit B (collectively, "**K12 Proprietary Marks**"). The Board further acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Marks and has no right to use the K12 Proprietary Marks

except in the limited capacity as set forth in Section 13.4 or unless expressly agreed to in writing in advance by K12, which agreement K12 may withhold in its sole discretion.

13.4. Use of K12 Proprietary Marks. During the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, K12 hereby grants the Board the non-exclusive, non-transferable right to use those K12 Proprietary Marks relating to the School solely in connection with the operations of School as contemplated in this Agreement. Notwithstanding the foregoing, the Board will not be permitted to sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion. Upon the termination of the rights to use the K12 Proprietary Marks, the Board will immediately cease use of the K12 Proprietary Marks.

13.5. Limitations on Use of K12 Proprietary Materials and K12 Proprietary Marks. The Board will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing rights, the Board agrees not to alter, copy, disassemble, reverse engineer or modify the K12 Proprietary Materials and/or the K12 Proprietary Marks in any way, nor will the Board act or permit action in any way that would impair the rights of K12 in them. The Board's authorized use will not create any right, title, or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. K12 will have the right to monitor the quality of the Board's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the Board will notify K12 promptly in writing of any known infringement or unauthorized use of such property in which the Board becomes aware. K12 and the Board agree to reasonably assist each other in pursuing measures to prevent further use of K12's intellectual property by said unauthorized party. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the Board will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing.

13.6. Intellectual Property Assignment. To the extent the Board has established any rights, title or interest in the K12 Proprietary Materials or K12 Proprietary Marks, the Board hereby assigns and transfers to K12, its successors and assigns, all of the Board's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the K12 Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of the such marks.

13.7. Publicity/Press Release. K12 may use the School's name and make School references in a listing of new, representative or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press release at the request of either of them, subject to prior written consent and approval of the form and substance of both the Board and K12.

14. LIMITS ON LIABILITY AND DAMAGES.

14.1. LIMIT OF LIABILITY. K12'S MAXIMUM LIABILITY AND OBLIGATION TO THE BOARD AND THE BOARD'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE PRIOR SIX (6) MONTHS.

14.2. CONSEQUENTIAL DAMAGES. EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES,

INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, DAMAGES FOR THIRD PARTY CLAIMS, LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND K12'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST K12 HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER K12 IN BREACH OF THIS AGREEMENT.

15. ASSIGNMENT. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party, provided, however, K12 may assign all of its rights and obligations under this Agreement to any Affiliate, acquiror, or successor in interest to the extent not otherwise expressly prohibited by Applicable Law. K12 may delegate the performance of its duties hereunder to any person, contractor or entity, but K12 shall be responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegees.

16. INDEMNITY. The Party charged with indemnifying and/or defending under this provision (the "**Indemnifying Party**") shall conduct the defense in any such third party action arising as described herein and the Party claiming the benefits of this Section 16 (the "**Indemnified Party**") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party shall require such Indemnified Party's prior written consent.

16.1. Indemnification of the Board. K12 will indemnify, defend, and save and hold the Board and all of its employees, officers, directors, subcontractors and agents (collectively "**Board Indemnitees**") harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "**Claim**") that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by K12 pursuant to this Agreement, (b) noncompliance by K12 with any Applicable Law in connection with the School's operations, but excluding any Claims that arise from conduct undertaken in accordance with the Charter Authorizer's, the Board's or the Board Indemnitees' instructions, procedures or written policies, except where such instructions arise from and are in accordance with explicit recommendations formally provided by or on behalf of K12, and (c) act or omission of K12 or K12 Indemnitees (defined below) in connection with School's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of the Board or Board Indemnitees.

16.2. Indemnification of K12. The Board will indemnify, defend, and save and hold K12 and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents, their respective successors and permitted assigns (collectively "**K12 Indemnitees**"), harmless against any and all Claims that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by the School pursuant to this Agreement, (b) noncompliance by or on behalf of the Board with any Applicable Law in connection with School's operations, (c) act or omission of the Board or any Board Indemnitees in connection with the School's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of K12 or K12 Indemnitees.

16.3. Indemnification Procedures.

16.3.1. Notice Requirement. Each Indemnified Party must give written notice to the other of the existence of a Claim promptly after such Indemnified Party first receives notice of the existence of the potential Claim, provided that such Indemnified Party will not be foreclosed from seeking indemnification hereunder by any failure to provide such prompt notice except and only to the extent the Indemnified Party actually incurs an incremental expense or otherwise has been materially prejudiced as a result of such delay.

16.3.2. Defense and Settlement of Claims. Each Indemnified Party seeking indemnification hereunder will permit the Indemnifying Party (at the expense of the Indemnifying Party) to assume the defense of such Claim, provided, that (i) counsel for the Indemnifying Party who will conduct the defense of such Claim must be reasonably satisfactory to such Indemnified Party and (ii) such Indemnified Party may participate in such defense at such Indemnified Party's expense. Except with the prior written consent of the Indemnified Party seeking indemnification hereunder, the Indemnifying Party, in the defense of any Claim, will not consent to entry of any judgment or enter into any settlement. In the event that any Indemnified Party seeking indemnification hereunder has been advised by counsel for the Indemnifying Party that such Indemnified Party may have available to it one or more defenses or counterclaims that are different from or in addition to one or more of those that may be available to the Indemnifying Party in respect of such Claim and, in such counsel's reasonable opinion, such counsel could not assert such defenses or counterclaims without creating a conflict of interest, such Indemnified Party will have the right to take over and assume control over the defense of such claim at the sole cost of the Indemnifying Party, provided that if such Indemnified Party does so take over and assume control, such Indemnified Party will not settle such claim without the written consent of the Indemnifying Party. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party seeking indemnification hereunder will have the right to defend against such Claim, provided that such Indemnified Party will not settle such Claim without the written consent of the Indemnifying Party. In any event, any Indemnified Party seeking indemnification hereunder and the Indemnifying Party will cooperate in the defense of any claim subject to this Section entitled "Indemnification".

17. INSURANCE.

17.1. Liability Coverage. Each Party will initiate and maintain for a period of two (2) years after the expiration or termination of this Agreement, at its own expense, comprehensive professional and general liability insurance, including product liability, contractual liability (applicable to the indemnification obligations of the said Party set forth herein), and advertising injury insurance, with reputable and financially secure insurance carriers to cover the operations of the said Party, for not less than \$5,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Such insurance required by the Board (excluding D&O and E&O insurance) will include K12 and its Affiliates and their respective directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Such insurance required by K12 (excluding D & O and E & O insurance) will include the Board and its respective directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Each Party's insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term.

17.2. Evidence of Insurance. Each Party will furnish a certificate of insurance evidencing such coverage to the other Party within five (5) days of written request by that Party. The Parties will endeavor to provide thirty (30) days' advance written notice to the other Party of any cancellation or material adverse change to such insurance.

17.3. Insurance Coverage No Limitation on K12's Rights. The Board's insurance will be primary

coverage and any insurance K12 may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of the Board. K12's insurance will be primary coverage and any insurance the Board may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of K12. The minimum amounts of insurance coverage required herein will not be construed to impose any limitation on a Party's indemnification obligations expressly set forth herein.

17.4. Workers' Compensation Insurance. Both Parties will initiate and maintain workers' compensation insurance for its respective employees working at or for the School as required by Applicable Law.

17.5. Cooperation. All Parties will comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

18. REPRESENTATIONS AND WARRANTIES.

18.1. Representations and Warranties of K12. K12 hereby represents and warrants to the Board:

18.1.1. Organization and Good Standing. K12 is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is a wholly owned subsidiary of K12 Inc.

18.1.2. Power and Authority; Authorization; Binding and Enforceable Agreement. K12 has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by K12 and constitutes the valid and legally binding obligation of K12, enforceable against K12 in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

18.1.3. Professional Services. K12 warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards, and deliverables, if any, will materially comply with the agreed upon functional specification set forth in the applicable Exhibit A, if used in a manner consistent with the conditions for which it was designed. THE FOREGOING WARRANTIES MADE BY K12 IN THIS SECTION (AND ITS SUBSECTIONS) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS.

18.1.4. Non-Conformities. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware or interfacing not supplied by K12, its Affiliates or authorized contractors; (b) resulting from inadequate or improper maintenance, modification, storage, access or usage by the Board, its employees or Students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

18.2. Representations and Warranties of the Board. The Board hereby represents and warrants to K12:

18.2.1. Organization and Good Standing. The Board is a body corporate duly organized, validly existing, and in good standing under the laws of the State.

18.2.2. Power and Authority; Authorization; Binding and Enforceable Agreement. The Board has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by the Board and constitutes the valid and legally binding obligation of the Board, enforceable against it in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

18.2.3. Authority Under Applicable Law. The Board has the authority under Applicable Law to: (i) contract with an educational management company to obtain the Educational Products and Services and all other programs and services under this Agreement; (ii) to execute, deliver, and perform this Agreement; and (iii) to incur the obligations provided for under this Agreement.

18.2.4. Non-Contravention. The execution, delivery and performance of this Agreement by the Board will not constitute, under any other agreement, note, lease, or other instrument to which the Board is a party or by which it or any of its assets is bound, any violation, breach or event of default by the Board or any other party thereto.

18.2.5. Provision of Authority to K12. The Board has provided and will provide K12 with all authority and power necessary and proper for K12 to undertake its responsibilities, duties, and obligations provided for in this Agreement.

18.2.6. Charter Enforceability and Renewal. During the Term, the Charter shall be in full force and effect and shall constitute a valid and binding obligation of each party thereto, enforceable in accordance with its terms. The Board shall deliver a true and complete copy of the Charter (and all Board-Charter Authorizer agreement(s), if any) to K12. The Board will use best efforts to maintain the Charter in full force and effect during the Term and to renew the Charter upon its expiration and seek any performance certificate's required for renewal in accordance with State law, with assistance from K12 within a reasonable time before any Charter expiration.

18.2.7. Certain Provisions of the Charter. The Charter will, when approved, authorize the Board to operate the School and receive the federal, state and local education funds identified in this Agreement, as well as other revenues, and otherwise vests the Board with all powers necessary and desirable for carrying out the School program and other activities contemplated in this Agreement.

19. OFFICIAL NOTICES. All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, (iii) facsimile (with confirmation of transmission by sender's facsimile machine), or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) three business days after mailing as described in clauses (i) or (ii) of the foregoing sentence, (ii) on the date of personal delivery or (iii) on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day). Electronic mail does not constitute official notice under this Agreement. The addresses of the Parties are:

For K12:

K12

ATTN: EVP of School Management & Services
2300 Corporate Park Drive, Suite 200
Herndon, Virginia 20171
Phone: 703-483-7000
Fax: 703-483-7330

For Board:

Idaho College and Career Readiness Academy

ATTN: Board President

TBD *Kary Lupatkin*

Idaho

Phone: 208-870-7218

Fax: _____

With Copy To K12's Counsel:

K12

ATTN: General Counsel
2300 Corporate Park Drive, Suite 200
Herndon, Virginia 20171
Phone: 703-483-7000
Fax: 703-483-7496

With Copy To The Board's Counsel:

Yorgason Law Offices, PLLC

ATTN: Chris Yorgason

6200 N. Meeker Place

Boise, Idaho 83713

Phone: (208) 861-3332

Fax: (208) 375-3271

20. NON-SOLICITATION/NON-HIRING.

20.1. Non-Solicitation. Each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employees of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement.

20.2. Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party or its related company of such consultant or employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that employee's base starting salary with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The Board acknowledges and agrees that no Balanced Budget Credits shall be issued by K12 to cover any penalty, damages or other relief owed by the Board upon a violation of this provision.

20.3. Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee of the other Party; however, such Party shall continue to be precluded from engaging or otherwise using a Party's employee, former employee or consultant as provided for in Section 20.2.

21. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.

21.1. Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's authorized designee and to the Head of School for K12. If the dispute is not resolved after ten (10) calendar days from the receipt of such written notice, then the Parties shall escalate the matter to the Board's authorized executive designee and the Western Regional Vice President for K12. If the dispute is not resolved after five (5) business days thereafter, then the Parties shall escalate the effort to resolve to the Board President and the Executive Vice President of School Management and Services for K12 who shall have five (5) days to seek resolution of the matter. The dispute resolution procedures described herein will

be deemed complete upon the earlier to occur of the following: (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures; and (ii) the relevant dispute is not resolved within the time periods provided under.

21.2. Mediation and Arbitration. If the Parties are unable to resolve the dispute pursuant to the Section immediately above, the Parties agree that they will attempt in good faith to settle any and all disputes arising out of this agreement, including those disputes relating to the enforceability or validity of this Agreement, through a process of mediation in Ada County, Idaho, under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle any such dispute(s), the Parties hereby agree to proceed to mandatory binding arbitration in Ada County, Idaho, pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Judgment upon the award rendered shall be final and binding and may be enforced by any state or federal court with competent jurisdiction over the arbitrated matter. Each Party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section except that the Parties will share equally any fees payable to a professional mediator and/or arbitrator.

21.3. Injunctive Relief. Notwithstanding the foregoing dispute resolution procedures, the Board acknowledges that in the event it breaches any provision contained in the Section entitled "Intellectual Property Rights", K12 may suffer irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. As such, in its sole discretion, K12 may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above. K12 will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. The decision by K12 not to seek judicial relief during the above described dispute resolution procedures, will not create any inference regarding the presence or absence of irreparable harm.

21.4. Governing Law. The laws of the State without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement.

22. MISCELLANEOUS.

22.1. Coordination; Exercise of Approval or Consent Rights:

22.1.1. Coordination and Consultation. The Parties will coordinate the performance of their respective activities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement. Without limiting the generality of the foregoing, K12's legal counsel and the Board's legal counsel will consult from time to time with respect to the requirements of Applicable Law, the Charter, and the Board's and the Charter Authorizer's policies as they relate to the School's operations.

22.1.2. Approval or Consent Rights. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

22.2. Force Majeure. Notwithstanding any other sections of this Agreement, no Party will be liable for any delay in performance or inability to perform (except for payments due hereunder) due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence.

22.3. Entire Agreement. This Agreement including its attachments hereto constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations and understandings. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.4. Counterparts, Facsimile or PDF Transmissions. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or PDF signature pages as if such facsimile or PDF pages were originals.

22.5. License Audit. Upon forty-five (45) days written notice, K12 may audit the School's use of the Educational Products and the Board agrees to cooperate and provide reasonable assistance with such audit. The Board agrees to pay within thirty (30) days of written notification any fees applicable to the School's use of the Educational Products in excess of the license rights granted herein or K12 may revoke the related technical support and license(s).

22.6. Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.7. Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

22.8. Interpretation. The Parties hereto acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

22.9. Severability. In the event any term, provision or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of all other provisions of this Agreement. To the extent that any of the services to be provided by K12 are found to be overbroad or an invalid delegation of authority by the Board, such services will be construed to be limited to the extent necessary to make the services valid and binding.

22.10. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

22.11. No Third-Party Rights. This Agreement is made for the sole benefit of the School and K12 and their respective successors and permitted assigns. Except as set forth in Sections 13 and 16 and except for each Affiliate of K12, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

22.12. Survival of Termination. All representations, warranties, and indemnities expressly made in this Agreement will survive termination of this Agreement.

22.13. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

* * * * *

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date set forth below.

For and on behalf of

IDAHO COLLEGE AND CAREER
READINESS ACADEMY

Signed:

Kerry L. Wysocki

Name:

Kerry L. Wysocki

Position:

BOARD PRESIDENT

Date:

6-13-2013

For and on behalf of

K12 VIRTUAL SCHOOLS LLC

Signed:

Ron Packard

Name:

Ron Packard
CEO & Founder

Position:

Date:

6-25-13

EXHIBIT A

Curriculum and Services

I. Educational Products, Pupil Recruiting and Product Related Services: During the Term, K12 and its Affiliates will provide or cause to be provided to the Board for the School, its Students and its personnel the following Educational Products and related services in accordance with the fees published on the Product Price List provided to the Board:

1. Online School: For each school year during the Term, K12 will provide a license for and access to: (i) K12® Curriculum and associated learning management system for grades 9 through 12, in each case in Language Arts, Math, Science and History in addition to applicable electives per the K12 course catalogue; and (ii) any third party curriculum K12 generally offers its managed virtual schools, or procures for the School on behalf of the Board, in each case for such courses required by Applicable Law or as otherwise agreed in writing.

2. Instructional Tools and Materials. Such instructional tools and supplies, including without limitation textbooks and multi-media teaching tools, as K12 determines in its discretion to be necessary to deliver the educational program. K12 shall identify which of such materials are durable shall be reclaimed. These materials will be returned in accordance with Section 12.2.

3. Product Related Services. Pupil Recruitment and related services are included in the cost of the curriculum and materials in the Product Price List:

a. Additional Instructional Support. K12 will make available the necessary instructional support and teachers as mutually agreed upon in accordance with the Product Price List as the School may require for the Educational Products and related offerings.

b. Pupil Recruitment. Recruitment of students in K12's and its Affiliates discretion, including creation, design and preparation of recruitment materials and advertisements; assist with information sessions and other events via mail, e-mail, print, radio, television, and outdoor advertising. Additionally recruitment includes designing school recruitment materials, letterhead, business cards, and logos to create school identity and developing, designing, and maintaining the School website. Recruiting campaigns undertaken may be general awareness or combined campaigns, launched to inform potential students about the School and/or K12 and its Affiliate's programs (including K12 partner schools and programs) in the local area. Information that K12 obtains with respect to leads generated including, but not limited to, statistics, trends and contact information shall be owned by K12 (and its Affiliates).

c. Admissions. Implementation of the School's admissions policy and the Student enrollment process. Communicating with potential students and their families and conducting a random lottery or waitlist if required.

d. Family Services. Plan and arrange School orientation sessions. Assist with the design and implementation of parent orientation sessions. Field and respond to incoming calls, letters, faxes, and e-mails received by K12 about the School, its curriculum, the application/enrollment process, instructional materials, etc. Help facilitate the creation of a parent manual and/or student handbook.

e. School Feedback. Obtain feedback on how to improve the School and curriculum, as appropriate. Create methods for Students, their parents, and teachers to submit comments and suggestions; implement improvements where K12 deems them to be valuable.

f. Computers. K12 may provide or cause to be provided computers, monitors, software and other hardware as K12 determines in its discretion to be necessary to deliver the curriculum and as agreed to in writing by K12 during the budgeting process. All such equipment shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement.

g. Student Clubs and Contests. Access to monitored, private, virtual social clubs for Students. Clubs meet monthly and are formed based on Student feedback on their interests. K12 also provides access to participation opportunities in nationwide art, poetry and craft contests. Access to both Student clubs and contests is voluntary and is open to all Students.

h. High School Services: As requested and as available, K12 may offer the following for High School Students:

i. Counseling Tools - Students will have access to various counseling tool(s) to support college, career planning and exploration. These tools and related offerings are described below.

- National and local counseling efforts are buttressed by an online college and career planning platform that helps students organize and plan their futures. This tool helps students keep track of their high school coursework, log extracurricular activities/work hours, and set goals and strategies for achieving those goals. Further, this tool provides values, skills, and interests assessments to help direct students toward professional fields in which they are inclined while also offering a robust college search engine, allowing students to compare colleges across many different facets. Finally, this tool assists students in managing their college applications and searching for scholarships.
- Nationally, K12 offers virtual sessions that aid in helping students recognize the importance of high school performance and post-secondary education planning. K12 exposes students and their parents to a multitude of pathways including attendance at a four-year college or university, community college, vocational/technical college, military, and civilian service opportunities. K12 offers career exploration sessions presenting adults who are professionals across a variety of career clusters. K12 provides college application and admissions sessions covering various types of colleges, components of college applications, and strategies for crafting a competitive application.
- Additionally, during the school year students can take advantage of college and career-focused teacher-led virtual clubs and during the summer K12 offers college and career-focused virtual camps.
- The High School Business Unit provides support for different high school models by working with schools to create offerings and programs that match the needs of various student populations.

II. Administrative Services: During the Term, K12 and its Affiliates will provide or cause to be provided to the Board for the School the administrative services (the "Administrative Services") set forth below. K12 will provide the Administrative Services at School's facility and from K12's offices in Herndon, Virginia and elsewhere, as deemed necessary in K12's discretion.

1. Educational Program Consulting. Propose educational goals, curriculum (including securing third party curriculum), methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled in the School. K12's recommendations for the School will be consistent with Applicable Law and the Charter. As mutually agreed, K12 will also assist the Board with obtaining student internships to provide Students with hands on training and career opportunities.
2. Personnel Assistance. Supervision of all personnel providing Educational Products, Administrative Services, and Technology Services. Management of all School employees including discipline and hiring recommendations in accordance with the Agreement, but excluding performing the following: payroll functions or securing of payroll services; negotiation, securing and management of health, retirement and other benefits, each of which shall be Board's (or its non-K12 designee's) responsibility. Provide teacher performance evaluation models to the Board as requested, and recommend and, if approved, carry out effective ways to measure teacher performance in a virtual setting.
3. Insurance. Assist the Board with obtaining general liability insurance or other insurance required with a reputable carrier for the Board in accordance with this Agreement, the Charter, the Lease (if applicable) and Applicable Law.
4. Facility Management. As may be applicable, help identify location of the Board's administrative office facility(ies) for the School and facilities for hands on Student training and internships. Together with Board's attorney and designees, assist with negotiating and approving facility licenses, leases, leasehold improvements and lease amendments entered into in accordance with the Agreement.
5. Business Administration. Administration of all business aspects and day-to-day management of the School. These services shall include:
 - a. Consultation, and services as liaison on behalf of the School with the Charter Authorizer, and other governmental offices and agencies;
 - b. Consultation and advice regarding special education programs, processes, support services and reimbursements;
 - c. Consistent with other provisions of the Agreement, provide School administrative staff as appropriate;
 - d. Work with Board's counsel, if any, on legal matters affecting the School;
 - e. Preparation of forms, operations manuals, handbooks, guides, and policies and procedures as necessary or required by the Charter or Charter Authorizer;
 - f. Consultation with respect to, and monitoring and oversight of, state reporting systems;
 - g. Assist the Board in identifying and applying for grants and other funding opportunities;
 - h. Assist with the administration of federal entitlement programs (e.g., Title I, I.D.E.A.);
 - i. Arrange contracts with school districts, education services centers, and professional service providers for special education, testing and other support services on School's behalf;
 - j. Help establish and implement policies and procedures to maintain proper internal controls;
 - k. Provision of regulatory compliance services, including responses to audits; and
 - l. Provision of such other administrative and consulting services as agreed in writing by the Parties from time to time.
6. Budgeting and Financial Reporting.
 - a. Preparation of a proposed annual budget for the School, including projected revenues, expenses and capital expenditures. The School budget and subsequent modifications shall be adopted in accordance with the process set forth in Section 4 of the body of Agreement.
 - b. As practical and as possible, provide to Board on a periodic basis, but no more frequently than monthly, detailed statements of all revenues received, from whatever source for the School,

and detailed statements of all direct expenditures for services rendered to the School.

c. Provide to the Board all financial reports required under Applicable Law and by the Charter Authorizer including an annual financial report.

d. Subject to any confidentiality obligations imposed on K12 by third parties, provide to the Board such other information either required by the Charter Authorizer to be made available to the Board or the Charter Authorizer as requested, in each case within a reasonable time following such written request therefore, and in all cases consistent with Applicable Law.

Notwithstanding the foregoing, K12 will not be responsible for filing any tax forms for the Board.

7. Financial Management.

a. In accordance with the Agreement and the School's expenditure authorization policy, K12 will, within commercially reasonable periods of time or as required by any agreement governing same, make payment for all School Expenses, out of the School funds managed by K12 to the extent such funds are managed by K12.

b. All School funds will be maintained in an account(s) belonging to the Board over which designated representatives of K12 will have signature authority as approved by the Board. The Board will immediately transfer to such account(s) all School Revenues received by the Board from any source, including but not limited to per pupil payments or reimbursements received from the State or federal government and/or any other source, as well as any and all contributions received by the Board for the School.

c. Perform necessary planning, forecasting, accounting and reporting functions as appropriate.

d. Assist and coordinate in any third-party financial audit(s) of the School.

8. Maintenance of Financial and Student Records.

a. K12 will maintain and keep the records and books of the School at the facility. K12 may maintain electronic or paper copies of records and provide other services elsewhere, unless prohibited by Applicable Law. The Board recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act and the State open records act, K12 has a legitimate educational interest for purposes of the Board or its designees (including Teachers) disclosing to K12 the School student's educational records.

b. K12 will maintain accurate financial records pertaining to the operation of the School and will retain all such records for a period of seven (7) years (or longer/shorter if required/allowed by Applicable Law) from the close of the Fiscal Year to which such books, accounts, and records relate.

c. K12 will maintain accurate student records pertaining to students enrolled in the School in the manner required by Applicable Law, and retain such records on behalf of the Board at the agreed facility until this Agreement is terminated, at which time such records will be retained by and become the sole responsibility of Board.

d. Ensure accessibility of School records to the Board, its independent auditor and the State for completion of audits required by Applicable Law. The Parties agree to maintain, retain, disclose, and withhold School records as may be required and in the manner required by Applicable Law.

9. Student Discipline. Provide necessary information and cooperate with the Board on the handling of all student disciplinary matters, including without limitation attendance and truancy matters. K12 will recommend policy and procedures for Board adoption consistent with Applicable Law.

10. Annual Reports to Charter Authorizer. Create, design, and arrange for publication and dissemination of an annual report regarding the School in accordance with Applicable Law.

11. Teacher Effectiveness and Training. Develop new teacher training and ongoing professional development for teachers. Develop and maintain the K12 Teacher Handbook. Host ongoing teacher

professional development sessions throughout the school year for new and returning teachers.

12. Charter Authorizer Policies and Charter Renewal. Assist the Board in complying with all applicable Charter Authorizer policies as reasonably interpreted to apply to the School program. Assist the Board with drafting the School's Charter renewal application, including working with the Board to develop any necessary budgetary and curriculum information. Provide information to help prepare Board members to present and defend School's Charter renewal application before the Charter Authorizer.

13. Instructional Property Management. Prepare and submit to the Board proposed policies and procedures regarding the responsible use of equipment and other instructional property. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing during the budget process.

14. Grants and Donations for the School. On behalf of the Board, K12 may solicit and receive grants and donations from public funds through competitive or non-competitive processes, and private sources consistent with the School's objectives; provided, however, that any solicitation of such grants and donations by K12 will be subject to the approval of the Board and such fund shall be used as designated.

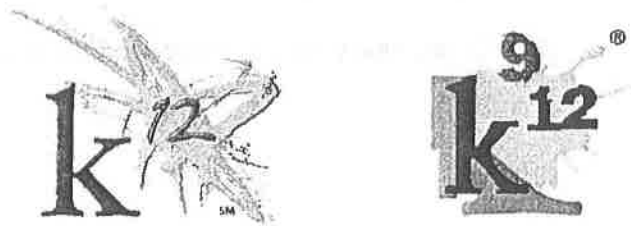
15. Additional Administrative Services. Any other services as agreed to in writing by the Parties from time to time.

III. Technology Services: During the Term, K12 and its Affiliates will provide or cause to be provided to the Board for the School the technology services (the "Technology Services") described below. K12 will provide the Technology Services at the facility and from K12's offices, as deemed necessary and in K12's discretion.

1. 24-7 monitoring of production services, i.e., the Student account management systems (currently to include the system known as "SAMS") and the on-line learning management system;
2. Monitor and analyze system data, to fix production issues as they may arise;
3. Generate reports on pupil academic performance, attendance and progress;
4. Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals for the School;
5. Train School staff, as deemed appropriate and necessary, on technology systems;
6. Develop, design, publish, and maintain the School's website;
7. Install and maintain the School's computer network;
8. Generate technology related reports as may be required by the Charter Authorizer or Applicable Law;
9. Develop community tools on the School's website and/or K12 platform which may include password protected threaded discussion and message boards, moderation functionality, directories, etc.;
10. Determine hardware configurations (including software and operating systems) for the School's technology needs;
11. Provide onsite and telephone support for the School administration in troubleshooting system errors, and telephone support for current students;
12. Propose for the Board adoption policies and procedures regarding the responsible use of computer equipment and other School property;
13. Support Teachers and School care associates in answering technology-related questions from students, parents, teachers, and administrators;
14. Install software to generate master image of computer configurations for teachers, administrators, and students in order to standardize the user experience and lower costs and turn-around time for implementation and troubleshooting;

15. Help ensure electronic security of Student records (through the use of encryption, firewalls, etc.);
16. Provide a Web-filtering device to ensure that current Students do not have access to inappropriate materials on the Internet;
17. Prepare for, supervise, and implement all system roll-overs at the end of each academic year;
18. Design and implement inventory management systems with the School's distribution and hardware vendors, as well as reclamation programs, as needed;
19. Provide online enrollment, registration and placement services;
20. Provide School email accounts for School employees;
21. Provide School care and technology support services on the learning management system, computer and software issues;
22. Oversee changes to the School website to maintain quality assurance and make sure that there are not "version control" problems;
23. Coordinate security, creative, and content issues pertaining to the website;
24. Coordinate Web hosting contracts and relationships with vendors across the State as needed;
25. Handle troubleshooting issues for the school's website and send issues to the appropriate person or division for resolution; and
26. Additional Technology Services in K12's discretion and any other services as agreed to in writing by the Parties from time to time.

EXHIBIT B
K12 Proprietary Marks



**CONNECTIONS EDUCATION LLC
CHARTER SCHOOL VIRTUAL LEARNING PROGRAMS
STATEMENT OF AGREEMENT**

Customer Name: INSPIRE ACADEMICS, INC.
Contact Person: Marcia Moore
Phone Number: 2088919375
Email Address: disturbedlibrarian@gmail.com
Effective Date: July 1, 2018

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1. Inspire Academics, Inc., a non-profit Governing Board for Inspire Connections Academy (“School”) and Connections Education LLC dba Pearson Online & Blended K-12 USA (“Connections”) are hereby entering into this Statement of Agreement (“Agreement”) whereby School, by and through its Authorizer, Idaho Charter School Commission, for the fees provided for herein is contracting with Connections to receive access to certain virtual education products through Connexus[®], Connections’ education management system (“EMS”), along with associated support services, as more fully set forth herein (collectively “the Education Program”).
 2. **Defined Terms:** Capitalized terms within the Agreement, not otherwise defined herein, have the meanings ascribed to them in the Index of Defined Terms, attached hereto and incorporated herein by reference.
 3. **Connections Responsibilities:**
 - a. **Education Program.** Provide the Curriculum which, when supplemented with Teacher provided additions and modifications, meets the State Standards, as adopted by the Idaho State Department of Education. The Curriculum shall include, at a minimum, the following:
 - i. Connections standard Course offering, including core and elective subjects, augmented by a mix of supporting online and offline instruction and intervention resources;
 - ii. Access to teacher directed extended learning activities; nationally facilitated non-School directed extracurricular activities, activities, and special events described in the Program Guide;
 - iii. To the extent permitted by Idaho law, access to certain courses taught through the International Connections Academy (“iNaCA”);
 - iv. In accordance with the license terms set forth in Section 6 below, a license to use all required curricular and instructional materials that are part of Connections’ standard offering, including textbooks, ancillary materials such as workbooks, kits, texts and other instructional resources (collectively “Instructional Materials”). Instructional Materials will be provided in compliance with Students’ individualized education plan (“IEP”) or 504 Plan;

- v. Access to online lesson content, instructional materials, including Teachlet® tutorials, Longitudinal Evaluation of Academic Progress (“LEAP”) and other intangible educational resources included in Courses.
- b. Connexus® Access.
 - i. In accordance with the license terms set forth in Section 6 of this Agreement, a license for the duration of the Term to access and use Connections’ proprietary technology platform, known as Connexus® (or any successor technology platform(s) to Connexus to which Connections transitions the School) (collectively, “Connexus”), for purposes of utilizing the Education Program set forth in Section 3 of this Agreement, including providing web-based access to the Education Program from non-school sites to Students, Caretakers of Students, Learning Coaches, Teachers, and Administrative Staff;
 - ii. Access to other technologies, including those offered through Connexus, including the Connexus student information system, lesson scheduling tools, accountability tools, messaging, video and audio streaming, and message board forum; and the ability to track Student progress.
- c. Operations Services. Under the direct oversight of the Governing Board, and subject to the Delegation of Responsibility set forth in Section 4.b.ii. of this Agreement, provide services critical to the operation and integrity of the Education Program of the School (“Operations Services”), including, the provision of human resources services set forth in Section 3.m.i. below. Operations Services shall be provided in accordance with the Charter, federal and state law, and the authority conferred to Connections by the Governing Board, including all policies and procedures set forth in the Governing Board approved Student and employee handbook. Connections shall support the school, prepare any policies the School believes it will need to adopt to be compliant with State law, as well as prepare all reports to the Caretakers, and/or other third parties required by law and/or the Governing Board. To the extent any School operational practice, including any aspect of the Delegation of Responsibility from the Governing Board to Connections in Section 4.b.ii. of this Agreement, is determined to violate the Charter, federal or state law, the parties agree to negotiate in good faith an amendment to this Agreement to cure such determined violation.
- d. Complaints. Together with the Lead School Administrator, promptly investigate any concerns or complaints raised by the Governing Board involving the performance of any member of the Administrative Staff, Teachers, Special Education Director or other personnel providing support services to the School, regardless of whether: (i) employed by Connections; (ii) employed by the School; or (iii) retained as an independent contractor.
- e. Counseling and Related Services. Provide support to guidance counselors and advisory teachers in their provision of academic counseling and other related services to Students, including assisting in the development of protocols and providing consultative support in connection therewith.
- f. Services to Special Need Students.
 - i. Assist the School in the development of Special Education Protocols that will govern the manner in which Special Education Services are provided; and

- ii. Provide consultative support to the Special Education Director in support of the Special Education Services provided by the School, as well as periodic compliance assessments to the Board of Trustees of the School's delivery of Special Education Services.
- g. Enrollment and Academic Placement Processing. Implement and conduct the School enrollment process on behalf of the School, in accordance with placement and withdrawal policies and procedures adopted by the Governing Board and Connections, and consistent with local, state and federal law. The School hereby appoints Connections as the School's agent throughout the enrollment process for purposes of obtaining and delivering information from and to Students and Caretakers relevant to the enrollment and placement process.
 - i. Except as otherwise provided for in this Section and for the purposes of this Agreement, dual or part-time enrollment will not be permitted except by prior written agreement by Connections and the School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.
 - ii. The School has no responsibility to pay Connections for any Students Enrolled in the School who are not eligible.
 - iii. Connections shall maintain a list of the Students Enrolled on behalf of the School and shall provide such list to the School promptly upon request.
 - iv. Connections will report on the status of withdrawals to the School monthly during the Academic Year, or whenever requested by the School.
 - v. Connections will be responsible for reimbursing the proceeds of any state and federal funds that it has received to the extent the School is required to repay such funding as a result of a Student's withdrawal.
- h. Repository of School Records. The School hereby appoints Connections its repository of electronic Student Records and other electronic School records, including financial records. Connections shall store and maintain such electronic Student Records and other electronic School records in accordance with state, local and federal requirements and consistent with commercially reasonable technical and organizational measures intended to protect against: (i) accidental or unauthorized destruction; (ii) accidental or intentional loss or alteration; or (iii) unauthorized disclosure or access. In the event the Agreement terminates, Connections shall be obligated to maintain said repository for a period of seven (7) years following such termination for no additional fee, unless otherwise provided by law. Further, upon reasonable request, and in a manner that will not interfere with the Authorized Users accessing the Education Program, for the duration of being the Repository of School Records, Connections shall make available to the School's independent auditor, all electronic School records, including financial records.
- i. Student Records Support. In furtherance of its enrollment and placement related obligations set forth in Section 3.g. of this Agreement and in connection with its repository obligations set forth in Section 3.h. of this Agreement:

- i. Connections shall receive from Caretakers all Student Records on the School's behalf that are submitted electronically through its secure, password-protected system.
- ii. Connections shall maintain the confidentiality of all Students' records in compliance with applicable state and federal laws, and pursuant to the confidentiality provisions set out in Section 17 of this Agreement. Connections shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law.
- iii. All Student Record information shall remain the property of the School, and, to the extent not immediately available through the School's on-demand access, shall be provided to the School via a secure means within five (5) business days of the School's written request for such information. To the extent permitted by law, Connections may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the School provides written notice requesting that specific records be returned or Destroyed.
- iv. Unless the parties expressly agree to a longer time period, Connections shall certify to the School within one (1) year from the date it receives instructions, as to what Student Records are to be returned or Destroyed, that it has complied with the instructions of the School in connection with such notice.
- j. Testing and Assessments. Support the administration of all State required testing and other State mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State of Idaho standardized tests or other State mandated testing.
- k. Insurance. Maintain and keep in force the insurance policies set forth in **Exhibit A**, which shall be in amounts that are no less than the minimum levels required by the Charter, applicable law, or both. Liability, casualty, and property insurance for any facility leased directly and/or managed by the School, and any capital equipment or furniture and fixtures owned by the School, as well as Director and Officer's Insurance in the amount required by the Authorizer will be the responsibility of the School.
- l. Public Website. Maintain a public web site on behalf of the School that will contain or link to any information required by the Charter School Law.
- m. Other Professional and Technical Support Services.
 - i. Provide human resources and support services integral to delivery of the Education Program, including: (1) recruiting and training of School Staff, and other support service providers employed or otherwise engaged by the School, as well as providing guidance and support to the Lead School Administrator in the supervision, monitoring and support of such personnel and supporting the annual performance evaluation process for such personnel, based on a combination of competencies and goals, which will be submitted annually to the Board of Directors for its consideration and approval; (2) implement a performance based compensation program, or other program mutually agreed upon by Connections and the Governing Board, for all School Staff designed to attract and retain qualified personnel; (3) payroll and benefits administration, including providing employee benefit plans as

required by law; (4) conducting background checks, including pre-employment reviews as specified by law; and (5) assisting in the development of an employee handbook and school handbook that shall be submitted for review and adoption to the Governing Board.

- ii. Provide 24/7/365 technical support through on-line Help (in Connexus®) and live phone support via Connections Support Services to parents and students Monday-Friday 9:00 a.m. to 9:00 p.m. (ET)), and to staff Monday-Friday 8:00 a.m. to 6 p.m. (ET), which hours are subject to change at Connections' discretion, with prior notice to the School. For Students not using computer technology provided by Connections, Connections shall provide initial technical support to ensure Students have the minimum requirements necessary to participate in the Education Program, and ongoing technical support on an as needed basis for the Students' use of Connexus®.
- iii. Assist the School in their recruitment and support of Community Coordinators, including obtaining any criminal background checks and child abuse clearances for each Community Coordinator, as required under applicable law.
- iv. During the Academic Year, staff a virtual educational resource center during the hours of 9:00 a.m. to 6:00 p.m. ET with education professionals trained in the delivery of the Education Program to provide applicable School Staff with additional education support services.
- v. Provide all Teachers with access to all Instructional Materials supplied to Students as necessary to conduct their teaching responsibilities.
- vi. Provide Governing Board Members and School Staff with training in Connections protocols and other best practices. In addition, as part of its fee for the Education Program paid to Connections, Connections will make available to the Governing Board and School Staff continuing professional development and other related training, leadership development and peer to peer networking opportunities (collectively "Training") that support the School mission and delivery of the Education Program and which shall be sufficient, at minimum, to allow the respective Governing Board Members and School Staff to comply with applicable laws that specify Training requirements. All costs associated with such Training shall be the responsibility of Connections, including related travel, housing, meal and hospitality costs, except to the extent Connections notifies the School prior to the Training opportunity of those costs, the School will be required to cover. All Connections' sponsored training will be for the purpose of promoting the School's education mission and other related official school business.
- vii. Provide training and support programs and materials to Students, Learning Coaches, Caretakers and community coordinators on the Curriculum, use of Connexus®, various Connections policies and procedures, and other technology to support Student learning as appropriate.
- viii. As part of Connections' Education Program responsibilities, and in order to facilitate the School's ability to oversee Connections' Operation Services and Education Program responsibilities ("Program Oversight"), Connections shall make key personnel reasonably available for advisement and consultation with members of the

Governing Board, Authorizer, and/or Lead School Administrator or his or her designee. Except to the extent otherwise agreed, reasonable expenses incurred by Connections, including hospitality related expenses, in connection with Program Oversight, shall be paid out of the fee for the Education Program paid to Connections.

- ix. Under the direction of the Governing Board treasurer, provide accounting support services to the Governing Board, including providing all necessary supporting reports for all Connections activities under this Agreement.
- x. Assist the Governing Board treasurer in the development of a Budget for the Governing Board's consideration and approval on an annual basis.
- xi. Provide audit support and local, state and federal financial reporting support, as well as related consultation support to the Governing Board.
- xii. Develop and implement a Public Information Campaign ("PIC") utilizing a combination of national and local information campaign strategies designed to inform and engage potential students, their Caretakers, and other interested parties about the School. Local PICs will be developed in collaboration with the School's PIC coordinator and designated staff.
 - 1. All local PICs will comply with Connections' trademark usage guidelines located at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>.
 - 2. Connections is under no obligation to implement any PIC initiatives promoted by the School that Connections determines will have a negative impact on its brand identity and/or reputation in the Marketplace, including in relation to the School.
 - 3. PIC activities for each Academic Year during the term, commence on or before the January immediately preceding the Academic Year in question.
 - 4. Fees for PIC related activities supporting the Academic Year in question are not invoiced until the start of such Academic Year, and then, are invoiced to the School in monthly installments spread out over the course of such Academic Year, with any outstanding amounts owed being invoiced in the final invoice for such Academic Year. For the sake of clarity, the PIC activities related to the 2018-19 school year may begin as early as January 2018, but the invoicing for them will not commence until July 2018 and continue through the final invoice related to the 2018-19 school year.
- xiii. Serve as an invoice payment processor for the School for school operations invoices. All costs associated with the invoices, however, remain the responsibility of the School and will be reimbursed at cost to Connections.
- xiv. Provide logistic services in connection with the Connections provided physical Curriculum materials, including procurement, contracting, storage, fulfillment, and other services required to obtain, deliver, collect and warehouse these materials.
- n. Provision of Computer Technology for School Staff. For all School Staff and the Lead School Administrator, provide and maintain in working condition the Computer Technology necessary to provide the Education Program. Any Computer Technology provided by Connections will be the exclusive property of Connections or its contractors

and will be returned upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner. The School shall not be responsible for ensuring the return of Computer Technology.

- o. Provision of Computer Technology for Students. To the extent required by law and/or the Charter, provide access to Computer Technology solution to Students, which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such Computer Technology, as well as other related comprehensive logistical support services, such as, set up, Connexus[®] interface mapping, and technical support, in accordance with Connections' established policies and procedures. Any Computer Technology provided by Connections will be the exclusive property of Connections, and will be returned upon the termination of this Agreement, or when the Student is no longer Enrolled, whichever is sooner. The Computer Technology may be updated from time to time by Connections. The School and the Governing Board shall not be responsible for ensuring the return of Computer Technology. However, to the extent that such Computer Technology is not recovered, Connections may invoice Caretakers, unless prohibited by law, for any Computer Technology not returned.

4. **Governing Board Responsibilities:**

- a. Governance. Obtain and maintain the governance and organizational structure required by law and/or the Charter.
- b. Management of the School.
 - i. The Governing Board shall be responsible for adopting any necessary policies to comply with state law in oversight of the School, as well as overseeing the day to day affairs of the School, subject to the Delegation of Responsibility set forth below.
 - ii. Delegation of Responsibility and Rescission Procedure.
 - 1. Subject to Section 4.c. and the Governing Board's authority to rescind such delegation, in order to ensure the quality and integrity of the Education Program and to fully leverage Connections experience providing comprehensive support services to full time virtual K-12 schools, the Governing Board delegates to Connections ("Delegation of Responsibility"), all responsibilities associated with the recruiting, training, supervision, oversight, discipline and dismissal of Teachers, Administrative Staff, the Special Education Director, 504 coordinator, clerical staff, and other such support positions as may be necessary to support School operations, subject to ratification by the Governing Board when required by law. Nothing herein shall interfere with the Governing Board's ultimate responsibility to establish staffing levels as provided for in the Budget process set forth in Section 11.k.
 - 2. All terminated School employees shall have the ability to have their terminations reviewed by the Governing Board, as further set forth in the employee handbook and no termination action will be considered final until the later of: (i) the time period to request review has expired and no such request has been timely made; or (ii) the Governing Board has affirmed such termination in accordance with the termination procedure set out in the employee handbook.

3. The Governing Board reserves the right through resolution by a properly constituted Governing Board to void or modify any decision made by Connections under the Delegation of Responsibility. Any Governing Board action to void or modify any decision made by Connections under the Delegation of Responsibility shall take effect at a time and in manner specified by such Governing Board resolution.
 4. The Delegation of Responsibility may be rescinded in whole or in part upon adoption of a resolution by a properly constituted Governing Board setting forth the parameters of such rescission. Except for instances of Connections' material breach of its duties under this Agreement, any Governing Board decision to rescind the Delegation of Responsibility, whether in whole or in part, shall not take effect any earlier than the close of the Academic Year in which such rescission is communicated to Connections, provided however, the notice of rescission must be provided to Connections by January 1 of such Academic Year.
 5. Prior to the adoption of any resolution either voiding or modifying a decision arising out of, or related to the Delegation of Responsibility, or rescinding in whole or in part the Delegation of Responsibility, the Governing Board shall consult with Connections and explain the reasons therefor. In the event of the rescission of the Delegation of Responsibility set forth herein, Connections has the option to terminate this Agreement or agree to negotiate a new agreement with the Board that establishes the rights and responsibilities of the Parties following such rescission. Except for instances of Connections' material breach of its duties under this Agreement, any termination under this section shall not take effect until the close of the Academic Year in which such notice of termination is provided and shall be subject to the post-termination provisions set forth in Section 20.b. of this Agreement. As part of this Delegation of Responsibility, and regardless of any Governing Board decision to rescind such delegation, if Connections has a concern about the legality of any action by the Governing Board or lack of action relating to any Board management decision of the School that Connections believes could jeopardize the school's reputation or ability to continue as an ongoing concern, Connections may refer the matter to the Governing Board's Counsel of Record for review and analysis, and take such other action available to Connections under the terms of this Agreement and/or applicable law.
- iii. The Governing Board shall be responsible for adopting any necessary policies to comply with state law and regulation in the oversight of the School and to promptly inform Connections of any obligations or deficiencies in the School's operations.
 - iv. The Governing Board shall perform any responsibility assigned to Connections under the terms of this Agreement to the extent such delegated task or responsibility is in conflict with or nullified by any applicable law, regulation and/or the terms of the Charter.
 - v. The Governing Board shall perform any responsibility not explicitly assigned to Connections under the terms of this Agreement, that would otherwise be the

responsibility of the School under applicable law, regulation and/or the terms of the Charter, unless and until, Connections and the School reach agreement regarding under what conditions such responsibilities will be delegated to Connections.

- c. Education Program Administration. Administer the Education Program in a manner that fully implements the Education Program as designed by Connections.
 - i. Employment of School Staff. Subject to the Delegation of Responsibilities set forth above, the School shall be the employer of all School Staff and the Governing Board has final authority over matters relating to hiring, compensation, discipline, termination, as well as employment policies and procedures as set forth in the School employee handbook. The Governing Board shall consult with Connections in determining compensation arrangements due to the impact on the school budget, and shall not adopt a compensation arrangement that will cause the School to run a deficit except when expressly agreed to in writing by Connections, and then only to the extent of such written agreement. Failure to obtain such written consent shall result in a loss of Deficit Protection provided for in Section 11.g. of this Agreement.
 - ii. The Lead School Administrator, in consultation with Connections, shall be responsible for the day to day delivery of the Education Program and supervision of all School Staff, and shall be the primary interface between Connections and the Board of Directors, as well as the primary interface between the Board of Directors and the School Staff. The Lead School Administrator may also from time to time be referred to as the principal or Executive Director. The Lead School Administrator consults with Connections on the recruiting, selection, training, supervision, oversight, discipline and dismissal of Teachers, Administrative Staff and clerical staff. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to: reporting regularly to the Board of Directors; supervising administrative personnel; inspiring Teachers to teach and facilitate student learning; Students to engage in learning; and Learning Coaches to engage in their Student's learning consistent with the school's mission. The Teachers shall report to the Lead School Administrator or such individual as shall have been designated by him or her, and the Lead School Administrator shall work collaboratively with the Connections designated Director of Schools, or his/her designee, who will provide guidance to the Lead School Administrator, all under the oversight of the Board of Directors. The Lead School Administrator shall comply with Connections practices and protocols in the delivery of the Educational Program, and shall report to Connections as to the implementation of such practices and protocols. In consultation with Connections, the Lead School Administrator will promptly investigate and take action to address any complaints or concerns raised by the Governing Board, or others regarding the performance or conduct of any Teacher or Administrative Staff member. The Lead School Administrator shall provide a prompt report to the Governing Board and Connections on any and all actions taken in response to such a request.
 - iii. Under the direction of the Lead School Administrator, and in furtherance of Section 5 below, the Special Education Director, who shall be properly credentialed and have all necessary certifications required by Idaho law to hold such position, is responsible for overseeing the provision of Special Education Services, including the

implementing of the Special Education Protocols, overseeing all personnel involved in the provision of Special Education Services, including the School's Section 504 coordinator, and all outside contractors retained for such purposes. The Special Education Director may also act as a Teacher, and/or the 504 coordinator, to the extent qualified to do so, in addition to their other responsibilities.

- iv. All other Administrative Staff shall take their day to day direction from the Lead School Administrator or his or her designee. If the respective Administrative Staff have the required credentials to teach, these staff members may also act as Teachers in addition to their other responsibilities.
 - v. All Teachers shall be licensed and credentialed pursuant to Idaho law, shall take their day to day direction from the Lead School Administrator or his or her designee, and in all respects shall comply with Connection's practices and protocols in the delivery of the Educational Services.
 - d. Administer Established Protocols, Policies and Procedures. Abide by and oversee the administration of all Connections established protocols, policies and procedures in connection with the Education Program, including requirements for Course completion (including awarding of transfer credit where applicable), grade attainment, and attendance in order to meet minimum requirements for graduation with a School diploma, and return and recovery policies in connection with the use of Connections provided Computer Technology and Instructional Materials.
 - e. Diplomas. Grant diplomas based on attainment of minimum State requirements for graduation.
 - f. Insurance. Except for that insurance identified in Exhibit A, obtain and maintain the following policies of insurance, as required and/or permitted by applicable law: director and officer liability, workers compensation with minimum limits established by law, educators' legal liability, employment practices liability and general liability insurance. To the extent permitted by applicable law, Connections shall be added as additional named insureds on all policies of insurance obtained and maintained by, and for the benefit of the School.
5. **Special Education Services:**
- a. Special Education Protocols. The School will adopt Special Education Protocols that comply with state and federal law, and the Charter, with respect to Special Needs Students. In consultation with Connections, the Special Education Protocols will be subject to review and revision from time to time throughout the Term. The Special Education Protocols and all modifications to the Special Education Protocols are subject to Connections' approval. The Special Education Director will fully and consistently implement such Special Education Protocols in the provision of Special Education Services and will accept guidance from Connections with respect to providing Special Needs Students with a free and appropriate education ("FAPE").
 - b. Replacement of Special Education Director. Connections shall have the right to request that the School replace the Special Education Director in the event that Connections determines that the Special Education Director is not administering the delivery of Special Education Services in accordance with state and federal law, and so notifies the Lead

School Administrator in writing. In the event that the School refuses to comply with Connections' request to replace the Special Education Director, the School shall have 60 days to develop a plan that fully and consistently implements the Special Education Protocols, as well as addresses any other areas of concern identified by Connections, related to the provision of Special Education Services ("Special Education Remediation Plan"). The Special Education Remediation Plan should be developed in consultation with Connections, and is subject to the written approval of both parties. It is the Special Education Director's responsibility to fully and consistently implement the Special Education Remediation Plan.

- c. Failure to Adopt Special Education Protocols. During any period of time that the School fails to: (i) adopt Special Education Protocols approved by Connections; (ii) timely and consistently implement the Special Education Remediation Plan referenced in (b) above; or (iii) take corrective action with regard to any issue(s), matter(s), or concern(s) related to Special Education Services brought to the School's attention by Connections, Connections and its agents, employees, and assigns, will not be deemed to have engaged in any wrongdoing, misconduct, negligence, or default under Section 21 of this Agreement, with respect to Special Education Services.

6. **Grant of Rights and Access:**

- a. Marketing Leads License. Connections grants to the School a non-exclusive, non-transferrable, non-assignable, royalty-free, limited license during the term of this Agreement to the Marketing Leads developed and/or collected in support of the School for use in marketing the School within the geographic boundaries of the state of Idaho. As an express condition to the license grant herein: (i) to the extent the School performs any marketing activities in support of the School independent of the marketing activities performed by Connections pursuant to Section 3.m.xii. of this Agreement; and (ii) the School incorporates the Connections Academy trademark in the School name, or other Connections trademarks are used in association with the School, all such School independent marketing efforts, including, but not limited to, marketing materials, slogans, ad copy (audio, video, or print), are subject to Connections preapproval. This license expires upon expiration of the Term. All rights of use not specifically licensed herein are retained by Connections and nothing in this Section shall be interpreted to limit Connections' rights of use or rights of ownership in such Marketing Leads or to confer title or ownership (joint or several) in such Marketing Leads to the School.
- b. License. Connections hereby grants to the School a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use Connexus, and the Content and Instructional Materials, and other Intellectual Property contained in Connexus in connection with the receipt of the Education Program hereunder (collectively the "Licensed Collateral"). The School's right to access and use the Licensed Collateral is solely for the intended purpose for which such access is granted and is subject to Connections' Intellectual Property provisions set forth in Sections 15 and 16 of this Agreement. Connections may update the features and functions of Connexus® from time to time. Any right to use the Content and Instructional Materials shall be solely for the applicable Course for which a Student is enrolled, or that an Authorized User is otherwise authorized to access.

- c. Permitted and Prohibited Uses. All rights not expressly granted to the School and Authorized Users pursuant to the Agreement are reserved to Connections, and any uses of the Marketing Leads and/or Licensed Collateral by the School and Authorized Users not expressly permitted in the Agreement are strictly prohibited. Specifically, unless otherwise authorized by Connections in furtherance of the delivery of Education Program related services, School will not, and will not permit Authorized Users, School's employees or agents or any third party to: (i) access the Content and Instructional Materials or Connexus; except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content and Instructional Materials, or of Connexus; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of Connexus; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control of security systems of Connexus or the Content and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages Connexus, Content, Instructional Materials, Connections or its content providers, or in any manner that Connections may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information (as defined in Section 6.e. of this Agreement) or permit access to Connexus and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information.
- d. Usage Guidelines and Rules of Conduct. The School (including its employees and agents) and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The School will comply and assure compliance by its employees, agents and the Authorized Users with Terms of Use of Connexus, Privacy Policy, and other applicable Connections policies, as may be updated from time to time by Connections in its sole discretion. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the Connexus login page. The School acknowledges that Connections may also institute basic rules for academic and personal conduct for Authorized Users' use of the Licensed Collateral, and that Connections will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct shall be prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through Connexus, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to Connexus. The School shall immediately provide Connections with written notice of any unauthorized use or distribution of the Content, Instructional Materials, or Education Program of which the School becomes aware and shall take all necessary steps to ensure that such unauthorized use or distribution is terminated.
- e. Security and Use of Passwords. Each Authorized User will have a user name and password for the purpose of accessing Connexus and the Content and Instructional Materials (the "Log-In Information"). The School and its Authorized Users must keep all Log-In

Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. The School and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to Connexus and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of Connexus and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.

- f. **Availability and Support.** Connections strives to provide access to Connexus twenty-four (24) hours per day, seven (7) days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions.
7. **Communications from Connections:** The School acknowledges and agrees that Connections may periodically contact Authorized Users for the School in relation to Connections carrying out its obligations set forth in this Agreement, as well as to inform Caretakers and Students of educational opportunities related to such Students' academic pursuits such as summer school programs, dual credit opportunities, teacher directed extended learning activities; nationally facilitated non-School directed extracurricular activities, including sports program opportunities, in compliance with state and federal law. Unless prohibited by law, the School specifically consents to such communications being delivered to Caretakers and Students via the Connexus WebMail portal and message boards, personal email to the extent such information is available, and direct mail. Except as identified herein, Connections will not deliver communications to Students that constitute targeted advertising based on personally identifiable information from Student Records. Telephonic communications shall be limited to School related communications of an immediate nature that impact a Student's access to the Education Program or are related to the Students' academic participation and/or academic achievement. By accessing the Licensed Collateral, the School and Authorized Users will be deemed to have consented to receive such communications.
8. **Representation Regarding Non-discrimination:** Neither Connections nor the School will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Idaho law.
9. **Performance Review:** At the Governing Board's discretion, the School shall undergo a Performance Review, which shall include a review of the performance of School service providers, including Connections. Based on the outcome of the Performance Review, Connections shall work with the Governing Board to develop a performance improvement plan to address any shortcomings identified in the Performance Review. The Governing Board in its sole discretion may initiate subsequent Performance Reviews as it deems necessary. Nothing in this section prevents the School from raising concerns with Connections' performance at other times. Connections agrees to work in a prompt manner to respond to any such issues raised by the School or its Governing Board.
10. **Health and Safety:** Connections will assist the School in the development of training and policies related to the following standards regarding health and safety:
 - a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring, as required by state law;

- b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco in school operated facilities or at school sponsored events;
- c. Adopting policies prohibiting bullying, sexual harassment, harassment, and other social behaviors prohibited under applicable law; and
- d. Complying with all state immunization law.

11. **Pricing and Payment Terms:**

- a. **Fee Schedule.** During each year of the term, as compensation for the Education Program provided by Connections under the terms of this Agreement, Connections shall be paid in accordance with the schedule of fees for services (the “Fee Schedule”), attached hereto as **Exhibit B**, as amended from time to time. To the extent that the Fee Schedule includes any fees that are based on a “percentage of revenue,” such fees shall be assessed against funds received by the School from whatever source in a given Academic Year, whether from state, local, or federal government agencies, including but not limited to Federal Title funds, grants, income, or other funding sources (“Total Revenues”).
- b. **Payment Agent.** The parties may agree to have Connections act as its payment agent for various expenditures. Connections will submit to the School appropriate documentation evidencing payment of such expenditures, and upon said submission shall be entitled to a dollar for dollar reimbursement for these expenses. Reimbursement shall be made in accordance with Section 11.c. of this Agreement.
- c. **Invoicing.** Connections will invoice the School monthly. Payment will be due within five (5) business days of action by the Governing Board, which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. Connections may charge interest at the rate of one and one half percent (1.5%) per month for any invoices over sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by Connections to perform under the terms of this Agreement, or if the School is disputing any charges. The School shall notify Connections of the basis for any dispute within five (5) days of determination of such dispute, and shall work to resolve the dispute within thirty (30) days. All amounts, other than any amount in dispute, shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Idaho. Any differences in amounts that were previously paid under this Agreement, as a result of such adjustments, shall only be applied to or against the next payment or payments otherwise due under this section, or if no payment is due, Connections shall refund such amount to the School.
- d. **State Audit Adjustments.** To the extent that any adjustments as a result of a state audit are the result of Connections’ failure to adequately perform its responsibilities under this Agreement, Connections will be required to either: (i) return funds to the School in the amount determined as a result of a State audit, or (ii) to the extent that funds are withheld from future payments to the School, reduce amounts invoiced to the School by the amount funding is withheld.
- e. **Realigning of Responsibilities.**
 - i. To the extent there is a realigning of responsibilities between the parties pursuant to Section 4.b.ii. of this Agreement, the parties shall negotiate a corresponding

adjustment in the Fee Schedule for the Academic Year in which said alignment of responsibilities occurs.

- ii. To the extent Connections' delegation of responsibilities is expanded/reduced beyond what is set forth in Section 4 of this Agreement, the parties shall negotiate a corresponding increase/decrease in the Connections' fee for the Academic Year in which said expansion/reduction of responsibilities occurs. No expansion/reduction of responsibilities shall become effective until such time as the parties execute an amendment to the Agreement for such corresponding increase/decrease.
 - iii. In the event of a rescission of the Delegation of Responsibility that does not result in an early termination, as provided for in Section 20.a.vi. of this Agreement, the parties agree to negotiate and mutually agree to new compensation terms for services provided by Connections based on the relationship of the parties at that time.
- f. Protection Against Deficits.
- i. In the event that as of June 30 of each year during the Term, Total Revenues are less than the School's expenditures, including payments to Connections, as well as those incurred and paid by the School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the School does not have positive Net Assets (as defined in its annual audited financial statements,) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget, or were subsequently approved by both Parties in a written budget amendment, Connections shall issue a credit or discount to the School, to the extent required to maintain positive Net Assets at least equal to Ten Thousand Dollars (\$10,000) as of each June 30 during the Term of this Agreement ("Deficit Protection"). Any credit or discount offered under this clause will not be recoverable by Connections in subsequent years.
 - ii. In order for the School to qualify for Deficit Protection, both Parties must formally approve the School's annual Budget, and any amendments to it during the year, such Budget and amendment(s) to be reduced to a writing signed by both Parties and adopted by the Board. To the extent the School engages in spending outside the approved Budget, and any subsequent amendments thereto, the gross sum of such expenditures shall not be subject to Deficit Protection. For example, if at the end of year two (2) of the Term, the School runs a deficit of three hundred thousand dollars (\$300,000) that would otherwise be subject to Deficit Protection and fifty thousand dollars (\$50,000) of such deficit is attributable to expenses incurred on spending not approved in the School's annual budget for that year, then only two hundred and fifty thousand dollars (\$250,000) of such deficit is covered by Deficit Protection. Further, to the extent the fifty thousand dollars (\$50,000) in spending is carried forward to future Academic Years, such spending shall not be covered by Deficit Protection in such future years, unless and then only to the extent expressly agreed to in writing by Connections.
- g. Financial Reporting and Impact of Revised GASB 68. Effective for fiscal years beginning after June 15, 2014, Governmental Accounting Standards Board Statement No. 68 ("GASB 68"), as currently drafted, will require the school to recognize net pension liability and

related long term pension expense associated with the state sponsored retirement plan in its audited financial statements. Any recognition of net pension liability and related long term pension expense required under GASB 68 will be excluded when calculating net assets discussed in Section 11.g. Additionally, any impact created by GASB 68 on the school's statement of activities will be excluded when applying any charges arising from the Fee Schedule and evaluating the impact of applying Section 11.g.

- h. Breakdown of Charges. No later than September 30 of each year during the Term, Connections will provide to the Governing Board, a breakdown of its charges, including a breakdown between tangible and intangible instructional materials, and amounts charged for staff compensation, a sublicense to Connections' materials. This shall not change the amounts due to Connections by the School, but shall provide the School with support for the charges for the products and services provided by Connections.
 - i. School Funds. All School funds received by the School, from whatever source, retain their character as charter school funds until such time as they are paid out to a third party, including Connections, as payment for a service performed (or to be performed) for, or at the direction of, the School or for a product obtained at the direction of the School, at which time such monies paid to such third parties shall lose their charter school fund character.
 - j. Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Connections will present to the Governing Board or its designee and the fiscal officer, a proposed balanced budget (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year, developed under the direction of the Governing Board or its designee. The Budget shall be in reasonable detail and shall be based on the Fee Schedule. In the event that the Governing Board and Connections do not agree on a Budget by June 30, the Parties agree that Connections will continue to perform all of its responsibilities under this Agreement and will use the then current approved Budget and the corresponding Fee Schedule as the basis for operations until the Parties agree to a new Budget. Connections will use the staffing model in existence as of such date to release new positions that need to be filled in order to accommodate the projected growth in enrollment for the following Academic Year, which will allow the School to recruit, hire, and train new staff in time for the start of the following Academic Year.
12. **Additional/Optional Services**: For an additional fee as set forth in the Fee Schedule, the School has elected to contract with Connections to provide the following additional services:
- a. Facility and Capital Equipment/Furnishings Procurement, Management and Maintenance. Procure, manage and maintain for the School, administrative office space adequate to meet the needs of the School, including all equipment and furniture required to make such office space functional for its intended purpose, as well as all utilities required to fully meet such functional requirements.
 - i. Any office space provided or managed by Connections shall be materially compliant with the Americans with Disabilities Act and meet any other requirements of the Charter and other applicable laws. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Governing Board.

- ii. Connections agrees that it will have no beneficial financial interest in any approved lease.
 - iii. All leases negotiated on behalf of the School or entered into by Connections on behalf of the School shall contain a cancellation clause consistent with the requirements of the Charter, unless otherwise approved by the Governing Board.
 - iv. In the event that this Agreement is terminated prior to its expiration, Connections shall have the unilateral option to assign any lease obtained on behalf of the School to the School, subject to landlord approval if such approval is required, and any capital equipment or furniture and fixtures owned by Connections, if any, and located in the facility may be purchased by the School at the then current book value as recorded on Connections' financial records.
 - v. Any capital equipment, furniture or fixtures ("Capital Assets"), as well as any other furniture, equipment or fixtures purchased by Connections on behalf of the School using federal or state grant funds or any other sources of public money, shall remain the property of the School at no transfer cost, free and clear of all liens, claims, encumbrances and interests, and continue to be deemed the property of the School.
 - vi. Connections shall permit School to hold public meetings of the School at such offices, without payment of rent.
 - vii. Furniture and equipment are provided at an annual rental fee of one-fifth (1/5th) of Connections' purchased price and may be purchased from Connections at any time at a cost equal to its depreciated cost basis (assuming a five year life). Connections may offer an additional incentive, in its sole discretion, to the School to facilitate the purchase of the furniture and equipment by the School. Any such rental costs shall be reflected in the Fee Schedule or a separate agreement between the parties.
 - viii. Rent on the facility and utilities are a pass-through cost from Connections to the School, with no mark-up.
 - ix. Connections shall support the School in the procurement and installation of telephone service, data lines, including Internet access, and such other similar technology services used by personnel who are engaged in providing the Education Program under this Agreement.
- b. Office Products and Supplies. Support the School in the procurement of office products and supplies needed for the operation of the administrative offices by, for example, setting up accounts with office product vendors.
 - c. Student Technology Support Stipend Administration. Act as the School's agent in administering the School's student technology support stipend program established by the Governing Board. Payment of the stipend to eligible households would be facilitated by Connections, which will be issued to the Caretaker (and in certain circumstances, the Student) according to the schedule outlined in the School handbook, which shall be consistent with the rate used in the development of the Budget, provided payment of the stipend is provided for in the Fee Schedule.
13. **National Collegiate Athletic Association Eligibility**: So long as the School meets the following criteria, it may elect to be included in the Connections Academy "district" for

NCAA purposes at no additional fee, which will entitle the school to make available to its Students, high school courses, that meet the NCAA Eligibility Center requirements.

- a. The Curriculum must be the NCAA-approved content, delivered by Teachers through the Connexus system. Courses must be college prep level, meaning Connections' Standard level or higher (e.g. Honors/AP), and delivered via the sequential option. Credit recovery/diagnostic-prescriptive courses are not NCAA-eligible.
- b. Connections shall provide oversight support for the implementation of the School's instructional model by a Partner School Leadership team member or a person in a comparable role as designated by Connections to meet this requirement; and
- c. The Connections Courses must be taught by Teachers for whom Connections provides support services, including but not limited to onboarding, training, and support for such Teacher's annual evaluation within recommended evaluation guidelines, as well as provides guidance and support to the Lead School Administrator in the supervision, monitoring and support of such Teachers as more fully set forth in Section 3.m.i.

If at any time the School does not satisfy all of the criteria set forth in this Section 13, the School will be notified that it will be removed from the Connections Academy NCAA "district."

14. **Other Services:** To the extent there are products and services not included in the Education Program and the School elects to contract with a third party other than Connections for such products or services, it shall be the School's responsibility to ensure that such products or services are provided consistent with the Budget and in accordance with any requirements of Charter School Law or other applicable law and any requirements in the Charter.

15. **Trademarks:**

- a. Connections and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. Connections trademarks can be found at:

<https://www.connectionsacademy.com/Portals/4/ca/documents/pdfs/legal/common-law-trademarks.pdf> (collectively, the "Licensed Marks"). Connections grants to the School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Connections. The School agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by Connections, the most up-to-date version of which can be found at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>.

Connections retains all right, title and interest in and to the Licensed Marks, including the School name "Inspire Connections Academy", and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Connections. Any School action or inaction (such as an uncured failure to carry out or abide by the Board's responsibilities set forth in Sections 4.c. and 4.d. that Connections determines is diluting or may dilute the goodwill attributable to the Licensed Marks may result in the modification or rescission of the license grant set forth in this Section. Any such modification or rescission shall not take

effect until the later of the close of the Academic Year in which such notice of modification or rescission is provided or a time mutually agreed upon by the Parties.

- b. Upon termination of this Agreement, the School's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement or by applicable law. The School agrees that within thirty (30) calendar days from the date of termination, all references to "Connections Academy", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.

16. **Intellectual Property:**

- a. **Limitations on Use.** The Licensed Collateral, including but not limited to, Connexus and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Connections Education LLC trademarks and copyrighted works, and the trade name "Inspire Connections Academy--" are the Intellectual Property of Connections. The School's right to use and benefit from said Intellectual Property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination of expiration of this Agreement.
- b. **No Sale.** Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Connections to the School, School Staff, Students, Caretakers, or Learning Coaches.
- c. **No Use of School Funds to Develop or Procure.** No School funds shall be used by Connections to develop or procure Courses or Content or Instructional Materials or improvements to Connexus, provided, however, any School funds paid to Connections for provision of the Education Program hereunder, once paid, shall not be deemed to be School funds.
- d. **Derivative Works.** Any works created by the School Staff and derived from Connections' Intellectual Property shall be deemed the property of Connections, and the School agrees to extend all reasonable and appropriate measures to assist Connections in securing and perfecting its ownership interest in such derivative works.
- e. **Derivative Works License.** The School hereby grants to Connections, and will require its School Staff to do the same, a worldwide freely transferable, royalty free, perpetual license, in any content contained in any Derivative Works that are determined to remain the property of the School and/or a member of its School Staff. Similarly, to the extent that any School Staff created educational content is hosted on Connexus or in a Connections proprietary LiveLesson[®] session, the School on behalf of itself and such School Staff hereby grants to Connections a worldwide, freely transferable, royalty free, perpetual license to use such School Staff created educational content for its own commercial purposes.
- f. **Aggregated Data.** Student specific data, including corresponding Caretaker data, is the property of the School, Student and/or the Caretaker ("Student Information"), unless and to the extent that Connections obtains such Student Information from a source other than the School, including directly from Student (if emancipated minor or over the age of minority) or such Student's Caretaker. Connections will not use any such School owned Student Information for any non-school related purpose without obtaining the written permission of such Student or Student's Caretaker (as the case may be). Connections may freely aggregate

School owned Student Information, so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student's Caretaker. All such aggregated data shall be the property of Connections. Connections may freely use all such aggregated data, and identify its source as being the School. In addition, Connections shall, from time to time, provide to the School reports in an electronic format, requested by the School, to the extent Connections' systems and capabilities permit. Upon receipt of such request from the School, Connections will work with the School to formulate queries, formats and designs that will generate Student Information in a manner most useful to the School, based on the School's objectives and Connections' existing capabilities.

17. **Confidentiality:**

- a. **Confidential Information.** The receiving party shall use the Confidential Information of the disclosing party only in connection with the furtherance of the business relationship between the parties, and the receiving party shall make no further use, in whole or in part, of any such Confidential Information. The receiving party agrees not to disclose, deliver or provide access to all, or any portion of the disclosing party's Confidential Information to a third party, or to permit a third party to inspect, copy, or duplicate the same. The receiving party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information in connection with the performance of the Agreement, and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving party will treat the Confidential Information with the same degree of care and confidentiality that the receiving party provides for similar information belonging to the receiving party that the receiving party does not wish disclosed to the public, but not less than holding it in strict confidence.
- b. **Student Records.** Connections and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA (also referred to herein as "Student Records"). The parties acknowledge that the School at all times retains ownership of Student Records and that each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Connections and the School each designate the Lead School Administrator, School Staff, Governing Board members, third party service providers (including Connections) and volunteers who are providing educational and/or administrative services to the Students as School Officials, and thus entitled, within the scope of such service, to access education records in which a legitimate educational interest exists as described under FERPA. Connections and the School shall also maintain Student Records in accordance with all other applicable laws and regulations as well as the Model Student Data Privacy and Security Policy adopted by the Idaho State Board of Education, which can be found at, <https://www.connectionsacademy.com/Portals/19/ca-schools/inspire/documents/pdfs/disclosures/INSPIRE-Student-Data-Privacy-and-Security-Policy.pdf>.
 - i. Connections covenants and represents as follows:

1. Connections agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential and comply with all federal and state laws;
 2. Connections represents and warrants that it has in place Administrative Security, Physical Security, and Logical Security controls to protect from a data breach or unauthorized data disclosure;
 3. Connections agrees to restrict access to personally identifiable information (PII) to only authorized staff and third-party entities who require such access to perform their assigned duties;
 4. Connections agrees that it will not use student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;
 5. Connections represents and warrants that it has an appropriate records retention schedule and/or policy for the destruction of data that is consistent with the School District's record retention policy.
- ii. Penalties for Connection's non-compliance with state and federal law or Connection's covenants and representations regarding Student Data Privacy and Security as set forth in this Agreement will be assessed at the discretion of the Governing Board and may include immediate termination of any contracts with the School.
- c. Exceptions. The foregoing shall not prevent the receiving party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving party shall promptly notify the disclosing party of any such request for disclosure in order to allow the disclosing party full opportunity to seek the appropriate protective orders; and (ii) the receiving party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this Section 17.c of this Agreement is not intended to permit the disclosure of education records referenced in Section 17.b. of this Agreement, unless permitted by applicable law.
- d. Return of Confidential Information. The receiving party agrees that it will, within ten (10) days after written request by the disclosing party, return to the disclosing party, or at the option of the disclosing party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing party, including copies, reproductions, electronic files or any other materials containing Confidential Information.
- e. Remedy for Breach. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
18. **Protection of Goodwill and Academic Integrity of the Program:** The Parties recognize that Connections has invested substantial money and resources in developing a nationally recognized virtual education program under the "Connections Academy" brand, and that it has an inherent interest in protecting the goodwill generated in connection therewith, as well as the academic integrity of the Education Program. The Parties also recognize that the School

has a vested interest in Connections protecting such goodwill, as well as the academic integrity of the Education Program in connection with its mission to advance the education interests of its Students. Accordingly, as part of its responsibilities, Connections is hereby authorized to perform ongoing and periodic reviews of School records documenting the manner in which the Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers, and to report to the Governing Board, Administrative Staff and/or Teachers any deviations from established Connections policies, procedures and protocols, federal or state legal requirements, or established best practices, or other deficiencies Connections takes note of in connection with such ongoing or periodic review.

19. **Term:** This Agreement will commence on **July 1, 2018**, and shall expire on a date coterminous with the expiration of the Charter (the "Term").

20. **Termination:**

- a. **Grounds For Early Termination.** Unless otherwise renewed or earlier terminated, this Agreement shall terminate immediately upon the expiration of the Term. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Notices of termination must be made in writing and delivered to the addresses set forth herein no later than January 15 of the current Academic Year and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - i. By both parties if they agree in writing to the termination;
 - ii. By the School, for any reason, provided, however, that notice of termination shall be given in writing no later than November 1 of the Academic Year in which such termination shall be effective and termination shall not occur prior to the close of the Academic Year in which notice is given. Notice of termination under this Section 20.a.ii. shall include a detailed explanation of the reason(s) for termination and shall be subject to the resolution process referenced in Section 26;
 - iii. Termination by either party, immediately, if one (1) party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other party. Failure to pay Connections for services as set forth in the Fee Schedule shall be considered a material breach. In the event objectively ascertainable reasonable efforts have been made to effect such cure, and the breach at issue does not objectively lend itself to cure within such thirty (30) day period, then such additional time as necessary to complete said cure, but in no event longer than sixty (60) days following written notification of such breach;
 - iv. Termination by Connections at the close of the then Academic Year, if the payments to which Connections is entitled under Section 11 of this Agreement are materially reduced as a result of a change in funding provided to the School or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Connections is unwilling or unable to make the required changes;

- v. By Connections, if there are unresolvable differences between the Parties relating to what Connections, in its sole discretion, considers to be conduct that reflects materially and unfavorably upon Connections' reputation with respect to the manner in which School carries out its responsibilities under the terms of this Agreement and Connections provides the School with thirty (30) days written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to Connections' satisfaction the circumstances giving rise to such unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;
- vi. By Connections, in the event of a rescission of the Delegation of Responsibility by the Governing Board under Section 4.b.ii. and Connections provides the Governing Board with written notice of its intent to terminate rather than to negotiate a restructuring of the parties' relationship as a result of such rescission;
- vii. Termination by either party, immediately, if the Charter is terminated, or if the School is no longer authorized by the Authorizer as required by applicable state law and regulation;
- viii. Termination by the School, if the Governing Board determines at the end of an Academic Year that the Education Program set forth in this Agreement does not meet the requirements for a virtual charter school, as defined by applicable laws and regulations, but only if Connections is unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;
- ix. Termination by the School, if the Governing Board determines after a Performance Review, in the School's sole reasonable discretion, that Connections has failed to satisfactorily address any shortcomings identified in the Performance Review through the implementation of the performance improvement plan referenced in Section 9 above, to the extent such performance improvement plan is in connection with improving Connections' performance. Termination under this subsection may not occur prior to the close of year four (4) of the Term in order to provide Connections the opportunity to implement the performance improvement plan. Notice of said termination must be made on or before November 1 and shall not take effect until the close of the Academic Year in which said notice is given, unless the parties agree otherwise in writing.
- x. Event of Non-Appropriation. Termination by the School, if, after reasonable efforts are made, the Governing Board fails to appropriate sufficient funds in any fiscal year to continue operation of the School (an "Event of Non-Appropriation"). In the Event of Non-Appropriation, then (a) the School shall promptly deliver written notice to Connections of such Event of Non-Appropriation (in no case later than 30 days prior to the last day of its current fiscal year), but failure to deliver such notice shall not extend the Agreement; and (b) the Agreement shall terminate at the end of the School's fiscal year without penalty or expense to the School, *provided* that the School shall pay all amounts payable to Connections under this Agreement for which funds have been appropriated for the current fiscal year.

- b. Obligations on Termination. In the event this Agreement is terminated by either party for any reason:
- i. Connections shall assist and cooperate with the School in the transition of the Educational Products and Services from Connections to the School or another service provider, so as to minimize the disruption to the Students;
 - ii. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;
 - iii. All access to Connexus® and other educational products and services contracted for herein shall be discontinued;
 - iv. Except as provided in Section 3.h. of this Agreement, Connections shall provide to the School copies of all Student Records not otherwise in the School's possession at no additional cost;
 - v. School shall pay Connections all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

21. Indemnification:

- a. Indemnification Obligations. Each party shall defend, indemnify, save and hold harmless the other party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together "Indemnified Party") against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney's fees) made, brought, incurred, or alleged by any third party ("Claim") to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of this Agreement.
- b. Indemnification Procedure. The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims; (b) allow the Indemnifying Party to control the defense; and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party does not promptly assume the Indemnified Party's defense against any third party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party's expense.

22. **Limitation of Liabilities:** In no event will either party, or such party's Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other party or such party's Affiliates, directors, officers, employees, or agents.
23. **Sales Tax:** The School shall provide Connections with support that it is tax exempt. To the extent that the School is not tax exempt, the School shall be responsible for federal, state, or local taxes assessed, if any, based on the Education Program provided by Connections hereunder. If any sales and use taxes are assessed on purchases made by Connections for the School's benefit and charged to the School, Connections will provide a credit to the School equal to the amount of the sales or use taxes paid.
24. **Notices:** All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to Connections:

Connections Education LLC
10960 Grantchester Way
Columbia, MD 21044
Attn: Thomas Ap Simon, President

With a copy to:

Connections Education LLC
10960 Grantchester Way
Columbia, MD 21044
Attn: General Counsel

If to the School:

Inspire Academics, Inc.
600 N. Sheelhead Way, Suite 164
Boise, ID 83702
Attn: Chair, Board of Directors

With a copy to:

MSBT Law
950 West Brannock Street, Suite 520
Boise, ID 83702
Attn: Lyndon Nguyen

25. **Governing Law:** This Agreement shall be governed and controlled by the laws of the State of Idaho. Any legal actions prosecuted or instituted by any party under this Agreement shall

be brought in a court of competent jurisdiction located in the State of Idaho, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.

26. **Resolution of Disputes:** Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 26.

- a. **Negotiation.** The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the EVP, Business Development for Connections, and the Board Chairperson, for the School or his/her designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Connections and the School as the Parties mutually deem appropriate.
- b. **Mediation.** In the event the parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit the matter to Board Counsel of record, or other such third party agreed upon by the Parties, who will establish the processes and procedures by which such unresolved disputes will be mediated.
- c. **Confidentiality.** The Parties agree to treat all discussions and sharing of documents related to this Section 26.c. as confidential and not subject to disclosure to any third party to the extent permissible by law, except as consented to by the disclosing Party, or as required by law. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other party ten (10) calendar days' notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.

27. **Miscellaneous.**

- a. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- b. **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Connections or its managing member or an assignment from or to a wholly owned subsidiary of Connections, notice of which shall be provided by Connections to the Governing Board, shall not be deemed a violation of this Agreement if such assignment is made without prior written permission.
- c. **Complete Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the parties with respect to the matter contained herein and

supersedes all prior and contemporaneous agreements, warranties and understandings of the parties, including but not limited to that certain Educational Products and Service Agreement between the School and Connections Academy of Idaho, LLC, effective July 28, 2005, amended as of July 1, 2015. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

- d. Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a party or that delays or renders impossible or impracticable performance as to the obligations of such party, the party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- e. No Third party Rights. This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- f. Professional Fees and Expenses. Each party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
- g. 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance of a determination from the IRS that the School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).
- h. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.
- i. Compliance with Laws, Policies, Procedures, and Rules. Each party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the School's policies whether or not specifically listed in this Agreement.
- j. Interpretation of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.
- k. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this

Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

- l. Attendance at Meetings. The parties agree that during the Term Connections is hereby invited (through a Connections designated individual or individuals) to attend all Governing Board closed session meetings except where such attendance: (i) is prohibited by applicable law; (ii) will result in a waiver of the attorney/client privilege; (iii) will result in Connections being present during discussions concerning negotiations regarding the renewal or termination of this Agreement, (iv) will result in Connections being present during discussions regarding such other matter with respect to which Connections has a conflict of interest, or (v) as reasonably requested by the Governing Board, but not more than two (2) consecutive closed session meetings.
- m. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each party's acceptance will be deemed binding on the parties. Each party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
- n. Survival. The rights and responsibilities of Sections 11.c., 15, 16, 17, 20, 22, 23, 24, 26, 27.e. , i., n., and o., shall survive the termination of this Agreement.
- o. Status and Relationship of the Parties. Connections is a limited liability company organized under the laws of Delaware, and is not a division or a part of the School. The School is an Idaho public charter school authorized by the Charter School Law and is not a division or part of Connections. The parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of Connections shall be deemed to be an agent or employee of the School. Connections shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Connections and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Connections and the School.

Agreed to by:

INSPIRE ACADEMICS, INC.

By: Marcia Moon
0730FD1653C4475...

Title: Board President

CONNECTIONS EDUCATION LLC

By: Thomas Ap Simon
7A8AFF458C4043C...

Title: Managing Director, OBL

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“Academic Year” shall mean the school year as defined by the School Calendar under which the School operates.

“Administrative Staff” means any and all individuals employed by or otherwise providing services for or on behalf of the education program operated by the School.

“Administrative Security” consists of policies, procedures, and personnel controls including security policies, training, and audits, technical training, supervision, separation of duties, rotation of duties, recruiting and termination procedures, user access control, background checks, performance evaluations, and disaster recovery, contingency, and emergency plans. These measures ensure that authorized users know and understand how to properly use the system in order to maintain security of data.

“Affiliates” means any entity controlling, controlled by or under common control with another entity. With respect to Connections, Affiliate shall also include Pearson PLC and its Affiliates. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

“Authorizer” shall mean the agency or other governmental entity authorized by law in the state in which the School is contracting with Connections under the terms of the Agreement to provide the Education Program.

“Authorized Users” shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, Learning Coaches, and Governing Board members who are authorized to access Connexus[®], the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

“Budget” shall mean the operating budget for the School, as approved by the Governing Board as more specifically discussed in Section 11.k.

“Caretaker” shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student’s Caretaker.

“Charter” shall mean the authorization to operate a charter school granted by the Authorizer.

“Charter School Law” shall mean the applicable laws and regulations governing charter schools as codified in statutes and code of regulations of the State of Idaho.

“Community Coordinators” shall mean individuals who volunteer their services to coordinate school-sanctioned community activities and field trips that enhance the educational experience of Students and provide them with the opportunity to engage other Students residing in the immediate geographic area who also attend the School.

“Computer Technology” shall mean: (a) computer hardware, software, or both, that shall meet or exceed any specifications required by law, for each eligible household in which one (1) or more Students reside, and (b) any computer hardware, software, or both, required by Administrative Staff or Teachers.

“Confidential Information” shall mean proprietary business, technical and financial information of each of the parties, including for example and without limitation, each

party's respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement, (h) login and password information for Connexus®; (i) technical information such as development methods, computer software, research, inventions, the design and operation of Connexus®; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving party or to which the receiving party is otherwise given access by the disclosing party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing party at all times, and the parties hereby acknowledge and agree that all such Confidential Information of a party are its trade secrets. Except as specifically provided for herein, nothing contained in this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving party, by license or otherwise.

"Connexus®" means the website or Education Management System (also sometimes referred to as Learning Management System, EMS or LMS) with the URL <http://www.Connexus.com>, or such other URL as Connections or its Affiliates may designate from time to time, through which Authorized Users access Connections Content via a secure, password protected website. The features and functions of Connexus® may be modified and/or updated from time to time by Connections. Access to Connexus® is governed by the Terms of Use located at <https://www.Connexus.com/public/termsOfUse.html> and defined herein.

"Content" means the components of a Course and/or Service Delivery Resource (as each is defined herein) licensed, designed, developed, owned or provided by Connections and its third party content partners and delivered in an online format through Connexus® (as defined herein) or in an offline format (textbooks and other materials) to teach students in various subjects in grades K–12 and/or to deliver resources in connection with the Services (defined herein). Content may include the courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet® tutorials and LiveLesson® sessions. Connections reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided that the School will receive reasonable notification concerning any substitution or withdrawal that is substantial.

"Course(s)" shall be comprised of a set of lessons and assessments, including Instructional Materials, that shall meet the educational content or other standards established by the State of Idaho in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

“Curriculum” means a program of instruction provided by Connections, which includes Content and Instructional Materials accessed primarily through Connexus®, that, together with Teacher provided additions and/or modifications, shall meet the educational content or other standards established by the State of Idaho in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

“Curriculum Guide” means the publication which sets forth the list of Courses offered by Connections during a particular Academic Year and may sometimes be referred to in this Agreement as a “Program Guide”.

“Derivative Works” include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content or Instructional Materials or other Licensed Collateral may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content or Instructional Materials.

“Destroyed” means at minimum removing personally identifiable information from the Student Record stored on Connections’ production systems.

“Education Program” has that meaning ascribed to it in Section 1.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

“Governing Board” shall mean the Board of Directors of the School.

“Instructional Materials” shall have that meaning ascribed to it in Section 3 a.v.

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include Marketing Leads, data and materials and other related collateral developed by Connections, regardless of whether such data, materials and collateral are developed specifically for the School. Intellectual Property is the exclusive property of Connections.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student (when over 18 or emancipated), who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, which shall be subject to the review and approval annually by the Governing Board. Learning Coaches are not employees or contractors of either the School or Connections; shall not receive any compensation for their services from either Connections or the Governing Board; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of “Instructional Aides”.

“Licensed Collateral” shall mean Connexus® and all technology, programs, services, and materials hosted thereon to which Customer is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works and other Intellectual Property to which Customer is granted a right of use (whether in digital,

print or both and including third party content contained therein or linked to therefrom), and all Connections Education LLC trademarks, and the trade name “Inspire Connections Academy”.

“Logical Security” consists of software safeguards for an organization’s systems, including user identification and password access, authenticating, access rights and authority levels. These measures ensure that only authorized users are able to perform actions or access information in a network or a workstation.

“Marketing Leads” shall mean the Caretaker names, contact information, demographic and other information developed and collected through Connections marketing efforts (including but not limited to Public Information Campaigns defined herein) at any time before, during or after the initial or any renewal term of this Agreement, including leads, developed and collected through radio, online and television advertisements, online and in person information sessions, the Connections Academy website, surveys and petition gathering efforts, and other marketing activities performed on behalf of Connections and/or the School.

“Marketplace” shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

“Public Information Campaigns” or “PIC” shall mean such activities as marketing and outreach efforts by offline medial advertising, online advertising, direct mail, telephone calls, traditional public relations, and other advertising efforts, as well as online and in person information sessions, managing social media messaging, etc.

“Performance Review” shall have that meaning ascribed to it in Section 9 of this Agreement.

“Personally Identifiable Information (PII)” includes: a student’s name; the name of a student’s family; the student’s address; the students’ social security number; a student education unique identification number or biometric record; or other indirect identifiers such as a student’s date of birth, place of birth or mother’s maiden name; and other information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances, to identify the student.

“Physical Security” describes security measures designed to deny unauthorized access to facilities or equipment.

“Privacy Policy” means that certain statement of Connections’ practices for handling personally identifiable and non-personally identifiable information gathered by Connections through Connexus® or any web site maintained by Connections from time to time.

“Program Guide” shall have that meaning ascribed to “Curriculum Guide,” defined herein.

“Related Services” shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, social skill development, psych-educational evaluations, closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, adapted physical education, assistive technology, and other services of a similar nature.

“School Calendar” shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. Connections will provide Educational Products and Services on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Idaho law. The School Calendar for each Academic Year is subject to the prior approval of the Governing Board, taking into account all reasonable comments and suggestion by Connections, and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

“School Staff” has that meaning ascribed to it in Section 3.m.

“SDR” means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through Connexus® or otherwise.

“Services” means any service provided by Connections to Students, including therapeutic or educational services, under the terms of the Agreement between the School and Connections.

“Special Education Director” is that person employed to oversee the Special Education Services per Section 3.f. It is the Special Education Director’s responsibility to keep informed of (and to inform Connections of) any state legislative or regulatory enactments that impact the provision of Special Education Services, as well as to supervise the special education Teachers and implement a Connections approved model for special education instruction.

“Special Education Protocols” shall mean the policies, procedures and protocols that govern the provision of Special Education Services and shall, at minimum comply with applicable state and federal law requirements.

“Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.

“Special Needs Students” shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”) or Section 504 of the Federal Rehabilitation Act of 1973.

“Student” means any person actively enrolled in the School.

“Student Data” means data collected at the student level and included in a student’s educational records.

“Student Records” shall mean those “educational records,” as defined in subsection (a)(4)(A) of FERPA (as defined herein), which the School or Connections is required to retain in accordance with state law.

“Teacher” means any and all educators (including Connections Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of this Agreement and the Charter.

“Term” shall have that meaning set forth in Section 19.

“Terms of Use” means certain rules governing how Authorized Users may and may not use Connexus® and any Content and Instructional Materials accessible through Connexus®. The most current version is located at <https://www.Connexus®.com/public/termsfuse.html>

“Unauthorized Data Disclosure” is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

“Website” means the Connections website with the URL <http://www.connectionsacademy.com/home.aspx> and any subpages connected thereto.

CONFIDENTIAL

Exhibit A

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Drive Suite 300 Minneapolis MN 55428	CONTACT NAME: Dana Smith PHONE (A/C, No, Ext): 763-746-8000 FAX (A/C, No): E-MAIL ADDRESS: dana.smith@marshmma.com
INSURED CONNECTIONS EDUCATION, LLC INSPIRE ACADEMICS, INC. 10960 Grantchester Way Columbia MD 21044	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Co. NAIC # 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES		CERTIFICATE NUMBER: 859420556		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSUR LTR	TYPE OF INSURANCE	ADDL INSD	DOB INSD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-ACCIDENT <input type="checkbox"/> LOC OTHER:			PHPK1678545	7/1/2017	7/1/2018
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&A occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1678545	7/1/2017	7/1/2018
						COMBINED SINGLE LIMIT (E&A accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB591526	7/1/2017	7/1/2018
						EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			
						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Idaho State Board of Education is listed as an Additional Insured on General Liability and Automobile Liability for the operations of Connections Academy & INSPIRE Academics as a Charter school in Idaho as required by written contract executed prior to any loss, but only for the performance of our insured's work as stated in the contract. Sexual Abuse/Molestation coverage \$1,000,000 included.

CERTIFICATE HOLDER	CANCELLATION
Idaho State Board of Education Office of the State Board of Education Charter School Commission P.O. Box 83720 Boise ID 83720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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05/08/2018

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PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
101712-WC-17-18	INSURER(S) AFFORDING COVERAGE
INSURED Connections Education LLC 10960 Grantchester Way Columbia, MD 21044	NAIC # INSURER A : Safety National Casualty Corp. 15105 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

NYC-010284058-01

REVISION NUMBER: 2

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LDS4044084 (AOS) PS4044085 (WI)	05/31/2017 05/31/2017	05/31/2018 05/31/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

Idaho State Board of Education
Office of the State Board of Education
PO Box 83720
Boise, ID 83720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Steve Ruisi

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Exhibit B

Fee Schedule

INSPIRE Academics Connections Academy of Idaho, LLC Fee Schedule

Fee	Factor	Notes
Educational Resource Center	\$126.00	per each enrolled student, calculated as an average over the school year
Connexus™ Annual License (EMS)	\$600.00	per each enrolled student, calculated as an average over the school year
Technical Support and Repairs	\$150.00	per each enrolled student, calculated as an average over the school year
Accounting and Regulatory Reporting	\$50.00	per each enrolled student, calculated as an average over the school year
Direct Course Instruction Support**	standard price	per student day; based on enrollment at a point in time each month in an INaCA supported course
Short Term Substitute Teaching Services	\$300.00	per day, if service is provided by a teacher employed by the EMO Partner
Hardware/Software - Employees	\$600.00	per each staff member employed at the end of the year
Human Resources Support	\$1,500.00	per each staff member employed at the end of the year
Voice Over IP Services	\$360.00	per each teacher employed at the end of the school year
School Curriculum Supplies	\$500.00	per each teacher employed at the end of the school year
Facility Support Services	\$10,000.00	per each school office location
Student Technology Assistance*	\$605.00	per each computer provided by CA at any time during the school year***
Internet Subsidy Payment Processing	\$25.00	per each household enrolled at any time during the school year
Enrollment and Records Management	\$50.00	per each student enrolled (Stage 4) at any time during the school year
Curriculum Postage	\$33.00	per each student enrolled (Stage 4) at any time during the school year
Tangible and Intangible Instructional Materials - Kindergarten*	\$600.00	per each Kindergarten student enrolled (Stage 4) at any time during the school year
Tangible and Intangible Instructional Materials - 1st-5th Grade*	\$950.00	per each 1st - 5th grade student enrolled (Stage 4) at any time during the school year
Tangible and Intangible Instructional Materials - 6th-12th Grade*	\$1,075.00	per each 6th - 12th grade student enrolled (Stage 4) at any time during the school year
Treasury Services	1.50%	of all revenue from governmental sources, excluding any special education revenue
Marketing Services	1.00%	of all revenue from governmental sources, excluding any special education revenue
School Administration	6.50%	of all revenue from governmental sources, excluding any special education revenue
Special Education Oversight and Liability	2.50%	of all revenue from governmental sources, excluding any special education revenue
Special Education Direct Services	100%	of all special education revenue
Employee Benefits	22.00%	per actual gross wages and bonus accrual for school staff participating in CA's benefits program (rate subject to annual adjustment as part of the Board's approval of the annual school budget)
Community Outreach	TBD	annual contribution toward outreach efforts subject to Board approval
Expenses Reimbursed to Connections Academy at Cost		Expenses Paid by the School by Contractual Obligation
Office Supplies		Wages, Pension and Taxes
Copiers/Reproduction		Banking fees
Team Building		Payroll processing fees
Office Postage		Board Expense
Student Testing and Assessment		Financial Audit
Staff Recruiting		Accreditation and Consulting
Staff Training / Professional Development		Directors and Officers and Workers Compensation Insurance
Travel and Conferences		Student Activities
Maintenance and Repair		Graduation
High Speed Internet		Dues
ISP Payment Reimbursement		Expensed Equipment
Phone		Legal
Rent		Other Curriculum
Rent Operating Expense		Any other expenses for services not contracted to Connections Academy of Idaho, LLC
M&T Credit Card Suspense		
Contract School Staff		
Utilities		
* Items under Student Technology Assistance and Tangible and Intangible Instructional Materials are provided to the school and its students for use during the school year. They remain the property of Connections Academy of Idaho, LLC and/or its vendors.		
** Direct Course Instructional Support is an optional service that will be charged to the school and the national Connections list price as follows; for the 2018-2019 Academic Year, \$1.90 per Student; for the 2019-2020 Academic Year \$2.30 per Student; 2020-2021 Academic Year, \$2.75 per Student; 2021-2022 Academic Year and each Academic Year thereafter during the Renewal Term, \$3.30 per Student.		
*** Total computers provided by CA are calculated by combining the sum of all computers assigned to a household as counted on the first school day of September plus each computer shipped thereafter at any time during the school year, excluding computers shipped for the following reasons:		
<ul style="list-style-type: none"> • Reshipment for replacement or repair • Student Supplemental Technical Equipment • Computers Approved for Special Education Students 		

Application for Statewide Online Charter

**Presented To:
Idaho Commission on Charter Schools**

**By:
Idaho Collaborative Learning Partners, LLC**

**Submitted
August 25, 2021**
*Revised
September 20, 2021*

**Contact:
James Konantz
805-550-2577
jimkonantz1217@gmail.com**

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Cover Page

Applicant Entity: Idaho Collaborative Learning Partners

School Name: Virtual Preparatory Academy of Idaho

Implementation: School Year 2022-2023

General Location: Idaho, Statewide

Primary Liaison:

James Konantz
jimkonantz1217@gmail.com
805-550-2577

Board Legal Counsel:

Lyndon Nguyen, Attorney
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Executive Summary

The petitioners bringing forward the Virtual Preparatory Academy of Idaho charter have substantial experience creating educational programs specifically intended for those students who have chosen an alternative method of education. Virtual Preparatory Academy of Idaho founding group of administrators and consultants have a history of educational excellence, providing expertise in the areas of curriculum, instruction, assessment, business services, finance, organization management, and governance. This administrative team is bringing forth Virtual Preparatory Academy of Idaho to serve the students in the State of Idaho grades K-12. Virtual Preparatory Academy of Idaho will be incorporated as an Idaho non-profit entity being overseen by an experienced board of governors dedicated to the educational development of the youth and children in the State of Idaho. The governing board is made up of experienced school leaders and higher education representatives.

The Virtual Preparatory Academy of Idaho (VPAI) will provide K-12 students state-wide a rigorous online academic program designed to utilize the best aspects of both synchronous and asynchronous instruction, featuring world-class content and college preparatory skill building. Through compelling inquiry-based learning, VPAI will instill in student's intellectual curiosity and a sense of their unique purpose and strengths.

VPAI is built specifically to the online medium and incorporates audio, animation, and images to keep students interested and engaged. Students will have access to a unique NGSS virtual makerspace that is not offered by other online programs. Additionally, specially curated web-based resources have already been collected and will continue to be collected by the staff to further enhance the curriculum to go above and beyond the typical vendor curriculum. The school is designed to capitalize on the best opportunities that an online venue has to offer for both synchronous and asynchronous learning.

The school will take on the challenge of improving student achievement for all students enrolled through the engagement of students in future thinking around preparation for entry into the global economy post their formal educational development period. The country/state/community faces a critical shortage of qualified employees at all levels of professional and technical skill development. These skills; learning to learn, learning to work, learning to live form the foundation of success in the global economy of today and tomorrow. Acquisition of these skills begins in the early years of education and mature as students move to higher levels of education.

According to the recent McKinsey report, the future of work in America, nearly 60% of jobs today have the potential to be completely or partially automated as technology available today becomes more widely adopted, not even accounting for technology coming, and students with just a high school diploma or less are 4 times more likely to be automated out of a job. Even workers with strong "hard" skills can struggle to find or keep a job if they lack the skills that help them navigate successfully in the workplace and learn new career skills. Technical, professional, and social skills are critical for success in a rapidly changing workplace. The closing of this skills gap is the public policy imperative for our future generation. To achieve this goal, a new and innovative approach to the K-12 education model is required. The ability to collaborate in teams, work virtually, and learn emerging technologies are critical skills for success in both college, career, and the workforce.

Mission

The mission of Virtual Preparatory Academy of Idaho is to provide K-12 students with an individualized education in an environment focused on achievement and peer interaction while rooted in rigor and innovation and supported through current instructional technology and technology-based experiences. Compelling inquiry-based learning will instill in all students an intellectual curiosity and a sense of their unique purpose and strengths. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity.

Educational Program

Educational Philosophy

The Virtual Preparatory Academy of Idaho is built upon a strong research-based foundation that supports three pillars of student learning and success.

- *Pillar 1* - All students will experience an organized and research-based curriculum leading to mastery of academic skills delivered using collaborative technology.
- *Pillar 2* - All families will be engaged in the students' learning activities and provide support for the students' academic progress maximizing the use of learning technologies and electronic communication methods.
- *Pillar 3* - All students will, through peer interaction via electronic means, develop interpersonal skills through engaging group learning experiences and specialized counseling support and role modeling.

The Virtual Preparatory Academy of Idaho has intentionally chosen an instructional design plan that balances various methods within a high-quality, standards-aligned digital curriculum to support academic excellence for all students. The Charter School will employ several cohesive instructional methodologies within its educational model to ensure the success of every student. The school's unique virtual platform allows for data-driven, personalized instruction. According to The Efficacy of Virtual Instruction, (<https://gpl.gsu.edu/publications/efficacy-virtual-learning-k-12-education>), students benefit from best practices in instruction, including utilizing small class sizes as well as large and small group peer interactions within a highly engaging environment (Pretzman & Sass, 2020). The Charter School provides students both small and large group instruction and provides teachers numerous professional development opportunities on best practices for student engagement.

Embedded in the educational model are the values of connection and community involvement, coupled with the pillars of student success, which are grounded in an Idaho aligned curriculum, family support, and efforts to help students achieve self-actualization. We rely on the research that curiosity is known to be as important to academic achievement as intelligence (von Stumm, Hell, and Chamorro-Premuzic, 2011), (<https://doi.org/10.1177%2F1745691611421204>) and therefore, an emphasis is placed on instilling an intellectual curiosity in every student. The core models include inquiry-based and project-based methods, both of which are rooted in research, embedded seamlessly into the virtual curriculum through

projects, simulations, investigations, and research, and backed by years of experience in effective instructional and administrative practices.

Each pillar of the Virtual Preparatory Academy of Idaho educational approach stems from practical and proven research and our team's years of experience in effective instructional and administrative practices.

Supporting research is noted below:

"As cited in (Tamargo, nd, p. 27), Schutte observed that the F2F classroom could be sometimes an inhibiting environment for students and its structure can be pressurizing and intimidating. Whereas the Online environment encourages freedom of expression and students are more open to communicate and express opinion and would often thrive in these environments." (Journal of Educational Technology, Vol. 71 No. 41 January - March 2011)

"An Online Learning Environment (OLE) is a set of teaching and learning tools designed to enhance a student's learning experiences by including computer and the internet in the learning process." (Journal of Educational Technology, Vol. 71 No. 41 January - March 2011)

"A high score in achievement among students' taught and studied through online tools and online learning environment was found through this research. Similarly, achievement among students of F2F teaching was found to be low, this is because in F2F learning, collaborating, and sharing of resources is limited to the walls of classroom, but online learning made it possible for learning, collaborating, and sharing of resources beyond four walls. Online learning environment provides features such as, user centre, user control and communication, and making teaching learning process learner centric." (Journal of Educational Technology, Vol. 71 No. 41 January - March 2011)

Teaching to Multiple Intelligences: Virtual Preparatory Academy of Idaho recognizes different domains of ability, or "intelligences," as described by Dr. Howard Gardner (<https://www.niu.edu/citl/resources/guides/instructional-guide/gardners-theory-of-multiple-intelligences.shtml>).

Gardner's Theory of Multiple Intelligences provides a foundation for recognizing the different abilities and talents of students. This theory acknowledges that while all students may not be verbally or mathematically gifted, children are likely to have expertise in other areas, such as music, spatial relations, or interpersonal skills. Our program seeks to capitalize on children's various skills, experiences, and talents to provide them with multiple opportunities to learn and succeed.

For example:

- Visual spatial: Visual media, such as online videos and interactive web-based activities, help students acquire concrete concepts, such as drag and drop science activities and videos on Math concepts.
- Bodily - Kinesthetic: Students can submit a video project where they are able to act out the answer to a history research project or a science skill.
- Logical Mathematical - Students will have access to online calculators and will be able to work by themselves or with peers under the guidance of the teacher to engage in calculations in real time or asynchronously.
- Interpersonal - students will be able to interact with each other and with the instructor via live video conferencing and through in person meetups that will be scheduled.

- Musical - students will be able to showcase talents via open mic open house and can also be creative in courses by submitting an original song created to address a project or concept in class.

Spiral Approach: Using the spiral approach, a teacher introduces a concept and then reinforces it by circling back to it in later lessons. The Virtual Preparatory Academy of Idaho model is predicated on the balance between rigorous core courses in Language Arts, Mathematics, and Science and a Social Studies curriculum that applies basic core skills in a highly engaging manner, providing students with content knowledge rich in cultural literacy.

Differentiated Instruction: Differentiation is a teacher-driven effort to respond to variations among learners. Teachers can differentiate instruction in at least four areas: content, process, products/culminating projects, and learning environment. Virtual Preparatory Academy of Idaho teachers are taught effective strategies for successfully tailoring all these areas to individual student needs, ensuring that different learners are all given the best opportunity to succeed.

The powerful Learning Management System (LMS) and integrated Student Information System (SIS) create a single sign-on experience that hosts synchronous and asynchronous lessons allowing for truly student-centered learning. This provides real-time progress monitoring, allowing teachers instantaneous access to standards aligned and performance-based data on each student, allowing them to immediately target students who need small group or one-on-one instructional support. The Changing Landscape of K-12 Education in the US (2016) states that virtual schooling is an effective tool for “providing at-risk students with additional remediation,” as well as “verifying whether or not they are accessing those materials regularly and effectively.” Using the system, Idaho certified teachers will be able to do just that, deliver a remarkably individualized instruction customized to the student’s needs in real time.

The Backward Design Method used starts with the end by first identifying the desired outcomes, goals or learning objectives (Wiggins & McTighe, 1998) for a course. They also design activities that promote those learning outcomes (Reynolds & Kearns, 2017). A study that compared a traditional model of curriculum design to backward design suggests teachers using backward-design curriculum outperform teachers using a traditional-designed curriculum (Kelting-Gibson, 2005).

The student-centered instructional method used puts students' needs at the forefront of the instructional design, allowing for them to take charge and be wholly involved in each aspect of their learning. Students can progress through their lessons at different paces based on their rate of mastery, yet the school has grading and progress expectations that all students must meet for each term. In the virtual setting, the benefit rests within the flexibility and fluidity for each student’s schedule. The daily experience of a charter school student includes scheduled live instructional sessions, scheduled small group targeted sessions, and 24/7 access to asynchronous course work and supplemental curriculum resources, aligned to the Idaho Standards. This student-centered learning approach allows for more active learning, increased comprehension, and responsibility (Caulfield, 2011), which fosters independence, accountability, and time-management, all, critical skills for higher education and the job force of today.

The next component is creating a level of instruction that offers a truly personalized learning (PL) experience, which takes the student-centered approach and catapults students into a self-directed learning

plan, tailored to the needs of each student. According to Walkington & Bernacki (2020), PL allows students to “have a voice in what they are learning based on how they learn best. Learners have a choice in how they demonstrate what they know and provide evidence of their learning. In a learner-centered environment, learners own and co-design their learning”.

An important addition to individualizing instruction according to student needs is that as students’ progress through the digital curriculum asynchronously, the LMS captures the results of short cycle assessments in a color-coded mastery dashboard against the Idaho standards, equipping teachers with the immediate data needed to provide synchronous instruction. The Virtual Preparatory Academy instructional model plans synchronous instruction as a chance to add instructional value above and beyond what is already available in the asynchronous model. Teachers use data to determine which students need one-on-one direct instruction or small learning groups to both differentiate and tailor instruction to students’ real-time needs. In these live sessions, teachers focus on targeted instruction and application of content.

Two methodologies work together to amplify the instructional design, by employing project-based learning (PBL) as a form of inquiry-based learning. In this manner, “learners pursue knowledge by asking questions that have piqued their natural curiosity. The genesis of a project is an inquiry” (Bell, 2010). In project-based design, students work for an extended period to investigate and respond to an authentic, engaging, and complex question, problem, or challenge. This works together with inquiry-based learning, in which students work on independent projects driven by curiosity, executed by research, and demonstrated through student presentations. Learning responsibility, independence, and discipline are three outcomes of PBL, which has been known to prove successful as early as preschool, and its efficacy is proven in a review of various standardized assessments in comparison to traditional learning (Bell, 2010).

To support student engagement, peer interactions will be hosted within small and large virtual classroom settings, to ensure individual attention, increased participation, and better communication. The AMP system offers teachers feedback on student engagement and activity within courses, and the offline tracking system allows learning coaches [Parents, Guardians, Responsible Adults] and students to enter additional time spent on learning away from the computer, whether assigned by the instructor or not. Examples may include the teacher or parent/guardian working with the student on flashcards or additional dedicated student reading time. Teachers monitor student attendance and engagement as a key metric for academic success.

Learning best occurs when the teachers are well-prepared, best practices are employed, the students are engaged, and the lessons suit individual needs. The Charter School educational approach features innovative curricula, a high degree of connectivity and personalized attention, intensive teacher training and inquiry-based student-centered learning. Its program focuses on practical application of knowledge and strong parent and community involvement with the Charter School. Through effective use of technology, it enables teachers to custom-tailor academic programs to students’ unique skills and interests, all aimed at optimizing the student learning experience. Virtual Preparatory Academy of Idaho enables a personalized learning experience, tailor-made for each student.

The proposed Charter School staff will all have prior teaching experience at both brick-and-mortar schools and in online environments. Staff will have received preparedness courses from their graduate programs but have also numerous hours of in-services on online student engagement, boosting achievement and working with subgroups in the online environment, and many other topics. They will also receive many hours of professional development in both in person and online modalities. Along with participation in online professional learning communities' staff will be trained in techniques of differentiated instruction, enabling them to identify students' learning styles and to create learning activities compatible with the students' needs. At the same time, the Charter School will use varied assessments to enable students to demonstrate their understanding of concepts and skills. These assessments will also be used to develop further lessons that address individual student needs.

Virtual Preparatory Academy of Idaho is continuously developing and updating teaching strategies through instructional reflections and by maintaining a finger on the pulse of new research. This includes a specific focus on developing best practices in teaching in an online environment. These teaching strategies ensure that students are given every opportunity to succeed, and that the Professional Development program remains fresh and useful.

The school provides a 1:1 groundbreaking tutorial that supports students with mentoring, highly qualified teachers, coaches, and mentors vested in the student's personal success. Virtual Preparatory Academy of Idaho opens portals of opportunity. Our "pillars," the tenets of our model, create openings that give the school its unique personality and customized attributes.

Each pillar of the Virtual Preparatory Academy of Idaho educational approach stems from proven research and our team's years of experience in effective instructional and administrative practices. Some of the underlying research that supports our approach includes the following:

Teaching to Multiple Intelligences: Virtual Preparatory Academy of Idaho recognizes different domains of ability, or "intelligences," as described by Dr. Howard Gardner. Gardner's Theory of Multiple Intelligences provides a foundation for recognizing the different abilities and talents of students. This theory acknowledges that while all students may not be verbally or mathematically gifted, children are likely to have expertise in other areas, such as music, spatial relations, or interpersonal skills. Our program seeks to capitalize on children's various skills, experiences, and talents to provide them with multiple opportunities to learn and succeed.

For example:

- Visual spatial: Visual media, such as online videos and interactive web-based activities, help students acquire concrete concepts, such as drag and drop science activities and videos on Math concepts.
- Bodily - Kinesthetic: Students can submit a video project where they are able to act out the answer to a history research project or a science skill.
- Logical Mathematical - Students will have access to online calculators and will be able to work by themselves or with peers under the guidance of the teacher to engage in calculations in real time or asynchronously.
- Interpersonal - students will be able to interact with each other and with the instructor via live video conferencing and through in person meetups that will be scheduled.
- Musical - students will be able to showcase talents via open mic open house and can also be creative in courses by submitting an original song created to address a project or concept in class.

Spiral Approach: Using the spiral approach, a teacher introduces a concept and then reinforces it by circling back to it in later lessons. The Virtual Preparatory Academy of Idaho model is predicated on the balance between rigorous core courses in Language Arts, Mathematics, and Science and a Social Studies curriculum that applies basic core skills in a highly engaging manner, providing students with content knowledge rich in cultural literacy.

Differentiated Instruction: Differentiation is a teacher-driven effort to respond to variations among learners. Teachers can differentiate instruction in at least four areas: content, process, products/culminating projects, and learning environment. Virtual Preparatory Academy of Idaho teachers are taught effective strategies for successfully tailoring all these areas to individual student needs, ensuring that different learners are all given the best opportunity to succeed.

Student Academic Achievement Standards

FY2022-2027 Idaho K-20 Public Education - Strategic Plan

- **GOAL 2: Educational READINESS**
Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and work force opportunities by assuring they are ready to learn at the next educational level.
- **GOAL 3: EDUCATIONAL ATTAINMENT**
Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.
- **GOAL 4: WORKFORCE READINESS**
The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

The above goals form the foundation of the student academic achievement expectations and outcomes related to academic achievement. The tables below are a review of the current performance levels of Idaho students on the ISAT for 2021 and the science achievement levels on the 2019 ISAT for science.

ISAT 2021 (Source: Idaho State Department of Education – Assessment and Accountability)

Subject Name	Grade	Population	Advanced Rate	Proficient Rate	Basic Rate	Below Basic Rate
ELA	All Grades	All Students	21.6	32.5	23.5	22.4
ELA	High School	All Students	24.6	35.5	22.2	17.7
ELA	Grade 7	All Students	18.0	40.1	22.9	19.0
Math	All Grades	All Students	17.7	21.9	28.2	32.1
Math	High School	All Students	13.7	18.9	27.7	39.7
Math	Grade 7	All Students	17.5	22.4	28.7	31.3

ISAT 2019 (Source: Idaho State Department of Education – Assessment and Accountability)

Science	All Grades	All Students	28.9	30.0	22.0	19.1
Science	High School	All Students	33.4	28.7	11.0	26.9
Science	Grade 7	All Students	32.4	18.5	24.9	24.3

It is the goal of this proposed school to markedly improve the achievement of “Proficient” status, over time, above those of the current rates across the State of Idaho within the target population enrolled.

Initially, students that are chronically absent and those within the population of underserved students enrolled, will, over their stay in the Virtual Preparatory Academy of Idaho, achieve at the following levels:

Idaho State Goal	Grade Level	Target	Assessment	Expected Outcome
#2	K-12	Mastery and Proficient at Grade Level	ISAT Grades 3-8 and High School Grade 10	10 percentage points above the current State of Idaho proficiency (32.5%) at each grade level through assessment and teacher evaluation.
			ISAT Math	10 percentage points above the current State of Idaho proficiency (21.9%) at each grade level through assessment and teacher evaluation.
			ISAT Science Grades 5, 8, & 11	10 percentage points above the current State of Idaho (30%) proficiency at each grade level through assessment and teacher evaluation.
			IRI Grades K-3	Diagnostic evaluation to measure placement and progress.
			LMS generated in course unit exams.	85% Mastery at grade level subject instructional objectives.
			Teacher generated assignments.	85% Mastery at grade level.
#3	9-12	90% Post high school enrollment in 4-year university program, skill training, military, employment, or apprentice programs.	One year post high school graduation surveys.	90% enrollment or employed.
#4	K-12	All students will participate in age level career exploration activities.	<ul style="list-style-type: none"> Curriculum supervision. Teacher observation. Curricular design. 	<ul style="list-style-type: none"> 95% Student ILP development. 95% Teacher observation notes and completion of career readiness indicators.

To best serve the target population, the following will be employed:

The determination of mastery at the school level is recorded from the results of statewide testing programs and augmented through additional assessments at the school level. Specifically, mastery at grade level is achieved when a student can demonstrate proficiency on skills and content as described in grade level state standards. To ensure that students are on track to demonstrate mastery on state mandated summative assessments, formative assessment opportunities will be utilized in an ongoing manner. These assessments will provide teachers with the information required to monitor progress and adjust instruction. Formative assessment will include:

- Qualitative and observational data obtained by teachers through student level interactions (live web conferencing sessions, one on one meetings, phone conversations)
- Embedded course assignments and assessments at the lesson and unit level
- Frequent, brief standards aligned short cycle assessments sequenced to assess mastery of content recently presented
- Local benchmark assessments administered 3 times per year
- Common mock assessments administered 3 times per year

When student level data and assessments indicate that a student is not on track for mastery of grade level content school staff will implement tiered academic interventions within a multi-tiered support system. In **Tier 1**, classroom teachers will provide high quality standards aligned instruction to all students. Students needing additional intervention at the **Tier 2** level will receive research-based intervention strategies of moderate intensity within a small group to address learning needs. These interventions may be implemented by the classroom teacher or by an Intervention Specialist. **Tier 3** intervention will include individualized intervention of increased intensity for students who do not respond to Tier 2 intervention. Progress monitoring will occur at all 3 tiers but will occur more frequently as students' progress through tiers. Progress monitoring data will be used to determine the rate of student progress, determine mastery of specific skills, provide feedback on the effectiveness of the intervention, and to provide insight into the expected rate of growth or "gap closing". The Charter School curriculum meets Idaho State Content Standards. The curriculum will develop a foundation of basic skills and cultivate higher order thinking skills. It will be simultaneously rigorous, engaging, and relevant to students. The Charter School curriculum and instructional framework is guided by online study learning models used nationwide. The Charter School curriculum is compliant with Common Core State Standards and is designed to meet the accreditation standards of AdvancED as well.

Staff development will be provided to incorporate the essence of career development activities at all grade levels, the essence of which is outlined below.

K-5 Career Awareness Program

Create early awareness, knowledge, and skills to lay the foundation for good communication skills, social development, and critical thinking skills necessary for college and career readiness.

- Building Career Awareness via Homerooms: Students will be organized into homerooms that will allow for the development of learning communities around appropriate use of technology and career awareness.
- Early Computer Science and Technical Education Courses: Students will learn Keyboarding, Money Management, Entrepreneurship, and Basic Coding to introduce computational thinking and competencies in digital literacy.

MS Career Exploration Program

- Building Career Exploration via Homerooms: Students are organized into homerooms that will allow for the development of learning communities around career exploration.
- MS [Computer Science] and Career Exploration Courses: Students will take MS Career Explorations courses to help them identify skills and interests, as well as potential career. They will learn through projects and collaboration in areas of career interest.
- CTSO: The school will work with applicable CTSO, such as SkillsUSA or FBLA to create CTSO Middle Years Chapter. These programs will allow students to explore various career pathways and participate in leadership experiences.

- **Work-Based Learning Exposure:** MS CTE Exploratory Teachers will be trained to use a virtual work-based learning platform, such as Nepris, which connects students virtually with a network of industry professionals. Activities such as virtual chats, guest speakers, and instructional videos will be used to engage and inspire students.
- **Hands on Experiences with Face-to-Face Opportunities:** The school will organize field trips and experiences each semester where students can visit work sites and discuss careers with HR and business professions in various industries.
- **College and Career Planning:** Beginning in 7th grade students will be exposed to career interest surveys and engage in a college and career planning tool to help explore and deepen college and career knowledge and skills necessary for academic planning and goal setting. In 8th grade students will be provided opportunities to understand how they can pursue areas of interest within CTE pathway programs of study as they matriculate into high school.

Key Design Elements

Students have access to a unique virtual study space that is not offered by other online programs. The student's virtual space supported through the AMP platform includes the capability for single sign on access to the AMP learning curriculum, teacher support, progress monitoring, internal email communication, and content instruction. The offering is unique in that every aspect of the student's academic development is sourced from one single sign on portal tailored to the students learning plan. Canvas is the sole platform used for instructional delivery. Additionally, many specially curated web-based resources have already been collected and will continue to be collected by the staff to further enhance the curriculum to go above and beyond the typical vendor curriculum. Additionally, all students will be given opportunities for group work through peer interaction and chat sessions. Group work will be comprised of thematic projects assigned to groups of students with similar interests. Peer communication will take place via secure internal email and chat rooms supplied to all students. Chat rooms will be structured by the teacher and students will be assigned to each as needed and on a thematic basis. Chat rooms are supervised and under the direction of an Idaho qualified teacher. Within synchronous instruction in AMP, students receive one-on-one interventions, group projects, collaborative workspaces, discussion areas, web conferences, and message boards.

Courses at the Charter School will offer off-line content with textbooks and other age-appropriate educational materials from nationally recognized publishers. This model offers a rich learning environment in that it combines a vast amount of age-appropriate learning resources available from a variety of sources including print, electronic media, and real-world experiences. This method of delivery relies on providing quality learning opportunities with the Charter School instructional staff guiding individualized student learning to facilitate student progress. Student learning will include online instruction and activities, off-line (print-based) activities and assignments, instructional staff/student discussion boards, project-based learning assignments, group instruction via electronic classrooms, and opportunities for collaborative projects. Courses are structured around objectives, content, and assessments. The Charter School courses are designed to meet today's rigorous academic environment and Standards. The courses follow an objective-based learning structure.

Learning Styles

The school model is built specifically to the online medium and incorporates audio, animation, and images to keep students interested and engaged. Courses incorporate simulations and interactive content to help students think creatively and critically. Discussion boards and group projects embedded in lessons

foster communication and collaboration. Interactive games help students apply prior knowledge to problem-solve on a visual learning journey.

Modifications

The school can support the academic needs of a wide range of students, and it provides excellent support for English Learners by combining words and images, as well as audio and visual content, and audio translation when needed. Within the LMS teachers can provide modifications to curricular offerings to meet the various educational needs of each student. Teachers may add to the curriculum and the learning experience by uploading teacher developed material unique to the student population and can limit distribution of those materials to specific students if the need should dictate. Teachers can also modify the course delivery queue to accommodate slowing the delivery of course content and subject matter exposure for each individual student as needed to allow students to move toward mastery of subject area content at their own pace. In all cases of modifications, the state standards for instruction will provide the parameters that modifications will adhere to. Additionally, topical supplementary information and materials may be uploaded as required. Such material may consist of video tours of libraries and museums, podcasts, and informative talks and reviews. Overall, the school envisions a personal learning experience of the future that combines the best of online learning with its capacity for individualized self-paced instruction, featuring an innovative, interactive curriculum.

Determination of student progress includes multiple measures of success and is focused on proficiency on standards aligned to the grade level course. Except for standardized testing requirements, teachers may create and modify class and end of semester testing. In addition, using the AMP tools, end of unit assessments are modified by the teacher to suit the individual needs of the student that correspond to curricular modifications determined and assigned by the teacher.

The Virtual Preparatory Academy of Idaho has intentionally chosen an instructional design plan that balances various methods within a high-quality, standards-aligned digital curriculum to support academic excellence for all students. The Charter School will employ several cohesive instructional methodologies within its educational model to ensure the success of every student. The school's unique virtual platform allows for data-driven, personalized instruction. According to *The Efficacy of Virtual Instruction*, students benefit from best practices in instruction, including utilizing small class sizes as well as large and small group peer interactions within a highly engaging environment (Pretyman & Sass, 2020). The Charter School provides students both small and large group instruction and provides teachers numerous professional development opportunities on best practices for student engagement.

Embedded in the educational model are the values of connection and community involvement, coupled with student success, which are grounded in a fully aligned curriculum, family support, and efforts to help students achieve self-actualization. We rely on the research that curiosity is known to be as important to academic achievement as intelligence (von Stumm, Hell, and Chamorro-Premuzic, 2011), and therefore, an emphasis is placed on instilling an intellectual curiosity in every student. The core models include inquiry-based and project-based methodology, both of which are rooted in research, embedded seamlessly into the virtual program through technology supported projects, simulations, investigations, and research, and backed by years of experience in effective instructional and administrative practices.

The student-centered instructional method used puts students' needs at the forefront of the instructional design, allowing them to take charge and be wholly involved in each aspect of their learning. Students can progress through their lessons at different paces based on their rate of mastery, yet the school has grading and progress expectations that all students must meet for each term. In the virtual setting, the benefit rests within the flexibility and fluidity for each student's schedule. The daily experience of a Charter School student includes scheduled live instructional sessions, scheduled small group targeted sessions, and 24/7 access to asynchronous course work and supplemental curriculum resources, aligned to the Idaho Learning and Common Core Standards. This student-centered learning approach allows for more active learning, increased comprehension, and responsibility (Caulfield, 2011), which fosters independence, accountability, and time-management. all critical skills for higher education and the job force of today and the future.

The next component is creating a level of instruction that offers a truly personalized learning (PL) experience, which takes the student-centered approach and catapults students into a self-directed learning plan, tailored to the needs of each student. According to Walkington & Bernacki, PL allows students to “have a voice in what they are learning based on how they learn best. Learners have a choice in how they demonstrate what they know and provide evidence of their learning. In a learner-centered environment, learners own and co-design their learning” (2020).

Two methodologies work together to amplify the instructional design, by employing project-based learning (PBL) as a form of inquiry-based learning. In this manner, “learners pursue knowledge by asking questions that have piqued their natural curiosity. The genesis of a project is an inquiry” (Bell, 2010). In project-based design, students work for an extended period to investigate and respond to an authentic, engaging, and complex question, problem, or challenge. This works together with inquiry-based learning, in which students work on independent projects driven by curiosity, executed by research, and demonstrated through student presentations. Learning responsibility, independence, and discipline are three outcomes of PBL, which has been known to prove successful as early as preschool, and its efficacy is proven in a review of various standardized assessments in comparison to traditional learning (Bell, 2010).

To support student engagement, peer interactions will be hosted within small and large virtual classroom settings, to ensure individual attention, increased participation, and better communication. The AMP system offers teachers feedback on student engagement and activity within courses, and the offline tracking system allows learning coaches and students to enter additional time spent on learning away from the computer, whether assigned by the instructor or not. Examples may include when the teacher or parent/guardian is working with the student on flashcards or additional dedicated student reading time. Teachers monitor student attendance and engagement as a key metric for academic success.

The Charter School is founded on the principle of personalized learning and therefore a typical day varies with the modifications in curricular activities designed by the teacher in concert with the parent or guardian. There are basic activities that occur each instructional day for all students is outlined below. The primary effort is to construct a learning plan that best meets the needs of the student and provides

sufficient scaffolding of academic skill development to prepare the student for the next level of education and, in the case of senior high students, readies them for post high school education or entry into the economy.

The Charter School's goal of developing independent learners spans the entire grade level spectrum. The natural flow of independent learner development follows three benchmarked and measurable developmental steps. The steps are: (1) Early Elementary Grades organized to promote dependent learning based on extensive support of the teacher and learning coach in an environment of richness of exploration and student success oriented interactive activities provided by the curriculum, technology interaction +/- 20 asynchronous minutes per day maximum, teacher and learning coach; (2) Upper Elementary Grades organized to promote acquisition of academic skills and the application of those skills in developing higher order thinking skills enriched with activities that develop and promote the use of independent learning through research, reading and writing, basic and advanced numeracy, provided by the teacher and technology interaction +/- 90 asynchronous minutes per day maximum; (3) Middle School organized to develop and promote exploration through independent problem solving, self-recognition of deficiencies in academic preparation, motivation to learn, and enhanced use of technology applications and solutions leading to higher levels of academic achievement provided by the teacher and technology interaction of +/- 4 asynchronous hours per day maximum; (4) Senior High School organized to scaffold learning deficits to bring students to acceptable and higher levels of skill and propel them forward in mastering the 21st Century Skills needed post high school through advanced study, taking advanced placement opportunities, career pathways, teacher interaction, the online school and utilization of enriching technology applications as needed throughout the day to work independently and complete asynchronous and synchronous assignments.

Examples of the day in the life of students by grade level:

Early Elementary K-3 Sample Activities

- Parent/Learning Coach logs into Online School
- Online school serves up lessons for the day and scheduled activities including those activities to be supported by the Learning Coach
- Learning Coach and pupil read together the assignments and the daily schedule
- Pupil and learning coach organize the physical materials for the day's lessons and begin typical early elementary activities in three to four subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development
- Pupil and Learning Coach attend periodic synchronous sessions via the electronic classroom
- Pupil participates independently in technology supported learning games served up by the online school
- Teacher verifies attendance (5 hours required daily)
- Teacher and Learning Coach review daily progress and modify online schools' menu as needed to maximize the learning potential of the student

Upper Elementary 4-6 Sample Activities

- Parent/Learning Coach and Student logs into online School
- online school serves up lessons for the day and scheduled activities including those activities to be supported by the Learning Coach and Teacher

- Learning Coach and pupil read together the assignments and the daily schedule
- Pupil and learning coach organize the physical materials for the day's lessons and begin typical upper elementary activities in four to five subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development in addition to science, language development, and foreign language study if assigned.
- Pupil is introduced to age-appropriate novels and other readings and assigned reading assignments from a reading list of relevant novels
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Grade 6 students are introduced to numeracy skills common in the middle school curriculum and using technology to electronically submit writing assignments to the teacher
- Teacher verifies attendance (6 hours required daily)
- Teacher and Learning Coach review daily progress and modify online schools' menu as needed to maximize the learning potential of the student

Middle School 7-8 Sample Activities

- Parent/Learning Coach and Student logs into online School
- Online school serves up lessons for the day and scheduled activities including those activities to be supported by offline activities and the organization of science experiments to be done in concert with the online science curriculum
- Parent/Learning Coach reviews the days lessons and activities with the student
- Five subject areas are prepared for the day's learning activities
- Pupil attends synchronous learning sessions present under the direction of the teacher
- Pupils interact with others online in the development of group projects and assignments that require peer collaboration to complete
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Pupils work independently on skill and knowledge attainment assignments
- Pupils review expected outcomes for the day
- Pupils take quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the teacher
- Teacher verifies attendance (6 hours required daily)
- Teacher, Student and Learning Coach review daily progress and modify online schools' menu as needed to maximize the learning potential of the student
- Parent/Guardian logs into Parent/Guardian online school account to review progress and request assistance if needed
- Teacher meets face to face with parent/guardian and pupil every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Senior High School 9-12 Sample Activities

- Student logs into online School

- Online school serves up lessons for the day and scheduled activities including those activities to be supported by offline activities and the organization of science experiments, readings, written assignments, and synchronous activities to be done in concert with the online curriculum
- Student reviews the days lessons and activities with the Parent/Learning Coach
- Pupils review expected outcomes for the day
- Five subject areas are prepared for the day's learning activities
- Pupil attends synchronous learning sessions present under the direction of the teacher
- Pupils interact with others online in the development of group projects and assignments that require peer collaboration to complete
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Pupils take quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the teacher
- Teacher verifies attendance (4 hours required daily)
- Teacher, Student and Learning Coach review daily progress and modify online school menu as needed to maximize the learning potential of the student
- Students may participate in interest clubs, student government, and intramural sports
- Pupils participate in community support activities
- Parent/Guardian logs into Parent/Guardian online school account to review progress and request assistance if needed
- Teacher meets face to face with parent/guardian and pupil every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Some students receive and execute assignments early in the morning on the same rhythm of a traditional school, but many more find their productivity is best in the afternoon or evenings. At the Charter School, students learn at the times convenient to their schedules. Though students have the flexibility to choose the time frame in which they study, they are required to demonstrate work on at least one subject each school day. Students may seek teacher support and answers to questions either through email or by telephone. Students complete and turn in assignments regularly throughout the online course, take tests and quizzes, and submit papers, essays, and fieldwork assessments. A student's progress and grades are posted on a secure, private site so that both student and parents are always aware of their status.

Courses at the Charter School will offer off-line content with textbooks and other age-appropriate educational materials from nationally recognized publishers. This model offers a rich learning environment in that it combines a vast amount of age-appropriate learning resources available from a variety of sources including print, electronic media, and real-world experiences. This method of delivery relies on providing quality learning opportunities with the Charter School instructional staff guiding individualized student learning to facilitate student progress. Student learning will include online instruction and activities, off-line (print-based) activities and assignments, instructional staff/student discussion boards, project-based learning assignments, group instruction via electronic classrooms, and opportunities for collaborative projects. Courses are structured around objectives, content, and assessments. The Charter School courses are designed to meet today's rigorous academic environment and Standards. The courses follow an objective-based learning structure.

The determination of mastery is achieved when a student can demonstrate proficiency on skills and content as described in grade level state standards. To ensure that students are on track to demonstrate mastery on state mandated summative assessments, formative assessment opportunities will be utilized in an ongoing manner. These assessments will provide teachers with the information required to monitor progress and adjust instruction. Formative assessment will include:

- Qualitative and observational data obtained by teachers through student level interactions (live web conferencing sessions, one on one meetings, phone conversations)
- Embedded course assignments and assessments at the lesson and unit level
- Frequent, brief standards aligned short cycle assessments sequenced to assess mastery of content recently presented
- Local benchmark assessments administered 3 times per year
- Common mock assessments administered 3 times per year

When student level data and assessments indicate that a student is not on track for mastery of grade level content school staff will implement tiered academic interventions within a multi-tiered support system. In Tier 1, classroom teachers will provide high quality standards aligned instruction to all students. Students needing additional intervention at the Tier 2 level will receive research-based intervention strategies of moderate intensity within a small group to address learning needs. These interventions may be implemented by the classroom teacher or by an Intervention Specialist. Tier 3 intervention will include individualized intervention of increased intensity for students who do not respond to Tier 2 intervention. Progress monitoring will occur at all 3 tiers but will occur more frequently as students' progress through tiers. Progress monitoring data will be used to determine the rate of student progress, determine mastery of specific skills, provide feedback on the effectiveness of the intervention, and to provide insight into the expected rate of growth or "gap closing". The mission of Virtual Preparatory Academy of Idaho is to provide K-12 students a rigorous online academic program designed to utilize the best aspects of both synchronous and asynchronous instruction, featuring world-class content and college preparatory skill building in disciplines supporting the development of science, technology, engineering, and mathematics interests and mastery. Through compelling inquiry-based learning, project-based learning, , and peer interaction, the Virtual Preparatory Academy of Idaho will instill in all student's intellectual curiosity and a sense of their unique purpose and strengths.

The descriptions below effectively outline the rigor at which the curricular selections support both the mission statement and the program of instruction.

The Charter School full-year courses are designed to contain approximately 180 hours of course work to complete or the equivalent of one Carnegie Unit or one year of study. Our semester courses are designed to deliver approximately 90 hours of course work to complete and are the equivalent of one-half of a Carnegie Unit, or a high school semester.

Courses are rich with multimedia to keep students engaged throughout their online experience. Most of the multimedia is built using Flash technology. All courses contain a variety of flash tutorials that include audio, text, language translation and video components that reinforce course content and are designed to address various learning styles. All courses are meet WCAG accessibility requirements. All the courses are rich with engaging self-check and practice activities for students to self-assess their mastery of the course content. A variety of Flash-based games including flashcard activities, crossword puzzles, drag and drop/matching activities, as well as basic self-check quizzes are provided. These activities can be completed as many times as the student desires until they have mastered the learning objectives and skills.

The courses offer animations to demonstrate a concept where appropriate. For added motivation avatars are used that both entertain and teach concepts using flash technology. Avatars are used to present dialogues in foreign language courses as well as dialogs in instructional tutorials within core subjects.

This curriculum will, at all educational levels, be college-preparatory in nature providing a solid “Learning to Learn” foundation and designed to bring out the best in each student served. In every case, it has the flexibility to be tailored to a personalized level through individualized assessment and instruction. The Virtual Preparatory Academy of Idaho intends to provide advanced learner options for high school students through its programs and partnership programs to offer opportunities for dual enrollment with vocational schools, community colleges, and participating Universities.

Grades K-8: Courses in the primary grades will focus on laying a solid educational foundation for students. By being both rigorous and engaging, they will capture students’ attention, foster a love of learning, and lay the groundwork for student success in high school and beyond. To accomplish this, Virtual Preparatory Academy of Idaho will utilize the best available online curriculum, including but not limited to, Accelerate Learning’s online curriculum and StrongMind’s digital Learning curriculum to best meet the needs of all students within the target population:

- **English Language Arts:** The ELA program at Virtual Preparatory Academy of Idaho incorporates all five important building blocks of ELA development:
 - Phonemic Awareness
 - Phonics
 - Fluency
 - Vocabulary
 - Comprehension
- **Mathematics:** The math curriculum builds essential skills while incorporating interesting challenges and puzzles. It is designed to continually build upon, reinforce and strengthen prior knowledge. The curriculum provides ample opportunity for students to apply ideas, tools and manipulatives in a real-world context.
- **Science:** Through the science programs, students explore topics through text and simple experiments; learn about grade level appropriate topics such as living and nonliving things, force and motion, light and sound, the solar system and the universe, electricity and matter, and scientific purpose; follow a lesson format in which they learn how to gather, organize, and interpret data and scientific information pertaining to concepts in the areas of physics, chemistry, biology, and earth science.
- **ELD:** The ELD curriculum uses a multimedia approach, including songs and animation, to help students gain fluency in English while at the same time advancing their math and ELA skills. Our online ELD program supports a variety of different first languages.
- **Foreign Language:** Students will begin foreign language studies at the Virtual Preparatory Academy of Idaho starting in grade three. Spanish, French and Mandarin will be offered using an engaging format designed for teaching students to speak, listen, and read in these languages.
- **Social Studies:** Student will engage in a Social Studies curriculum that is engaging and multimedia rich. Students will have the opportunity to learn course content through a variety of styles and they will be able to demonstrate their learning in multiple ways.

Grades 9-12: In grades 9-12, the curriculum builds upon the foundation established in the early years. Courses will be provided to meet the core requirements for Idaho. A variety of Advanced Placement

courses will also be made available to Virtual Preparatory Academy of Idaho's students. Virtual Preparatory Academy of Idaho will utilize the best available online to best meet the needs of its students. The EL program for high school, as in the primary grades, is highly interactive, multimedia rich and reinforces learning in mathematics and ELA as it builds English language fluency.

The school believes in offering students and teachers the best online learning courses and instructional tools available today. The school will be constantly reviewing the very best course content so we can provide students the "best-in-class" offering. We will integrate these great courses with a powerful Learning Management System and Student Information System to create an education management platform providing students, parents, teachers, and administrators with a single sign-on, consistent user experience. The system allows teachers to truly personalize learning and allows school administrators to operate an efficient online school centered on data leading students through a course of study from initial enrollment to graduation. The school curriculum, a robust offering of classes, includes core subjects for all grade levels, Honors and Advanced Placement, credit recovery courses, electives, and Career and Technology Education (CTE) courses along with an array of supplemental courses for meeting specific student needs and interests.

The curricular offerings were selected and make up a curated wholistic approach to offering instruction based upon Idaho state learning standards and fully support the Idaho strategic plan for education. All curriculum providers have mapped the offered courses to Idaho and Common Core Standards thereby insuring the viability of instruction and congruence with Idaho State Learning Standards. All the selected vendors have data available to support the effectiveness of their offerings and the school choice of the vendors is based on extensive evaluative information reviewed by the founding group in planning the education program to be offered.

The curriculum will be from but not limited to: Accelerate Education, StrongMind, eDynamic Learning all national developers and publishers of high-quality blended instruction and on-line educational programs.

Founded in 2011, Accelerate Education is a leading provider of blended learning solutions for schools as well as an online course provider to individual students through the Accelerate Online Academy. The curriculum is offered at the elementary school, middle school, and high school levels in original credit, adaptive credit recovery, and independent study formats. We also provide remediation and intervention through the Ideal learning library, which houses more than 3,000 learning objects in all content areas.

The Accel Management Platform (AMP) is a comprehensive course offering that delivers a rich personalized learning experience for every student which includes curricula from Accelerate Learning, eDynamic Learning, and StrongMind.

Accelerate Education's core curriculum offers Math, English Language Arts, Science and Social Studies courses for grades K-12. Math and English Language Arts courses are aligned to Common Core Standards. Science courses are aligned to the Next Generation Science Standards (NGSS). In addition to the core courses other courses are also offered. These courses use project-based lessons and authentic learning assignments that help students apply their learning to build higher level thinking and digital skills leading to career preparation development. AMP courses have passed the most rigorous standards-based reviews, including the University of California's extensive UC A-G online course approval process, as well as being fully accredited by Cognia.

The program is designed to meet the needs of all students. Differentiated instructional strategies are offered and resources for Gifted, SPED and ELL are included in our Ideal Learning Library where teachers can assign curriculum from any grade level to each student or to a group of students.

The English Language Arts curriculum focuses on a balanced literacy program that is aligned to the common core standards and Idaho learning standards. Beginning in Kindergarten, a strong foundation for literacy is built by using the following key components:

Read Aloud & Shared Reading

As students work through their daily lessons, they read aloud a weekly story that uses high-frequency sight words and introduces new vocabulary. Students listen to the story being read by an engaging reader who reads with expression and models fluency. They also read the story with their teacher or learning coach. To demonstrate their fluency, students record themselves reading the story and submit the recording to their teacher, who scores the recording with a rubric.

Independent Reading

Students' reading levels are assessed throughout the year and assigned "just right books" through our independent reading program. Students are also able to choose books on their own based on their reading level and with the guidance of a teacher or parent. Students are required to fill out a weekly reading log and answer comprehension questions related to the books they choose to read each week. Whether reading independently or reading aloud, students experience a variety of reading materials, such as poetry, drama, fiction and non-fiction. Foundational reading materials include sight words and phonics.

Vocabulary

As research supports students should encounter a new word multiple times to comprehend its meaning, students are exposed to several opportunities to interact with new vocabulary. Students are provided digital activities, such as interactive games, crossword puzzles, and worksheets to reinforce the acquisition of the new vocabulary.

Writing

Each academic year in their writing, students demonstrate increasing sophistication in all aspects of language use, from vocabulary and syntax to the development and organization of ideas. Students advancing through the grades are expected to meet each year's grade-specific standards and retain or further develop skills and understandings mastered in preceding grades.

Each week, students complete handwriting exercises that focus on either letter formation, sight words, vocabulary, spelling, or grammar. Several tools are available to students as they work through the various steps involved in the writing process, such as planning, drafting, revising, editing, and publishing. Both shared and independent writing opportunities are presented to the students.

Speaking and Listening

Communication is an essential skill in literacy and our students are required to demonstrate their mastery of the English language by speaking and listening. Students must be able to organize and develop presentations that support their findings with evidence so that listeners can follow their line of reasoning. Students are required to use digital media to express information and enhance understanding of presentations. Students complete a story retell, which reinforces their comprehension skills, but also requires them to organize and develop their thoughts. Students listen to various audio recordings from spelling words to phrases and sentences to full stories. Students also meet with their teacher regularly, where they demonstrate their acquired knowledge.

As students' progress by grade level in language arts the emphasis on Writing, Vocabulary, Speaking and Listening and reading comprehension continues. While independent reading is still encouraged the concept of novel studies start in Fourth Grade and carry on through high school Language Arts courses.

The curriculum is designed with the intent to:

- Challenge students through rigorous content
- Inspire students to become engaged in the learning process through varied assessments which include authentic assignments.
- Require students to apply skills in increasingly complex ways as they make their way through our courses.

Each course is designed using the NSQ national standards for online courses. A rubric based on these standards is used to evaluate the efficacy of a course and ensure that each course meets the standards. The process for developing an online course begins with the creation of a curriculum map, where the standards are unpacked. Objectives are written and grouped into modules, with a basic outline of authentic assignments and multimedia needs.

Once a curriculum map is in place for a course, learning objects are created for each module in a course. The International Association for K-12 Online Learning (NSQ) defines a learning object as an electronic media resource (a digital file or collection of files) targeting a lesson objective, standard, or concept, in a way that can be used and reused for instructional purposes. A learning object may include one type of file or many, one activity or several, but everything within the learning object is included to produce a better understanding of one or more learning objectives.

Accelerate Education Digital Platform

Accelerate Education Digital Platform is an innovative platform that includes standards-based tools and research-based content, giving you complete control over your personalized learning environment.

The platform features powerful administrative tools, including:

- Ongoing, real-time monitoring tools and dashboards
- Communication and collaboration tools
- Grading and feedback tools
- Continuous data collection and standards-aligned reporting tools
- Powerful curriculum customization tools

The platform makes it easy to customize and adapt the curriculum, by adding, removing, reordering, editing, and building with the curriculum found in the system. Teachers can build student learning pathways using open educational resources, licensed content, or district-created content.

Powerful dashboards support students, teachers, administrators, and parents in the personalized learning environment. These graphical menus and interfaces give users quick access to information such as usage statistics, curriculum maps, progress and mastery, grades, messages, help resources, and more.

The Platform also provides a multilayered assessment system, a constant data stream, and powerful grading and reporting capabilities, giving teachers the precise data, they need to provide individualized,

targeted instruction. The Charter School will be using eDynamic Learning as the curriculum of choice for CTE and additional senior high school electives. Many of which currently have A-G approval.

Virtual Preparatory Academy of Idaho is proud to partner with StrongMind for grades 6-12th core subject course content. StrongMind provides immersive courses, both General and Honors, as well as a variety of electives that elevate the student experience and challenge the way they think. StrongMind's robust digital courses empower and support students no matter where they are on their educational journey. The company's digital curriculum has been awarded Emmys® (regional), CODiEs, Tellys, and EdTech Digest Awards.

Key features of the StrongMind curriculum include:

Interactive Content- Courses incorporate simulations and other interactive content that keep students engaged and help them think creatively and critically. Interactive games permit students to use prior knowledge to problem-solve and take characters on a visual journey while practicing important science skills.

Core Subjects and Electives- StrongMind Curriculum

The school is proud to partner with StrongMind for grades 6-12th core subject course content. StrongMind provides immersive courses, both General and Honors, as well as a variety of electives that elevate the student experience and challenge the way they think. StrongMind's robust digital courses empower and support students no matter where they are on their educational journey. The company's digital curriculum has been awarded Emmys® (regional), CODiEs, Tellys, and EdTech Digest Awards.

Credit Recovery and Advanced Placement (AP) Courses- Accelerate Education

The credit recovery courses are designed to serve students seeking to recapture credit for courses previously taken. The program allows students to follow an individualized path based on pre-assessments and progress at their own pace while being excused from material for which they have already demonstrated mastery. These individualized, self-paced, standards-based courses keep students motivated and on track for graduation. AP Courses are available in Mathematics, Language Arts, Spanish, Science, and History/Government.

Elective and CTE courses- eDynamic Learning

The school also partners with eDynamic Learning to offer additional Elective and Career and Technical Education (CTE) courses. eDynamic Learning is the largest publisher of CTE courses in North America offering over 150 courses in middle and high school. The CTE courses offered follow the National Career Clusters categories. Courses include formative and summative assessments for students. Students have opportunities to "test their knowledge" before quizzes and check their understanding of content to guide them toward success. Courses contain auto-graded unit quizzes, midterm exams, and final exams. eDynamic Learning is the largest publisher of CTE courses in North America offering over 150 courses in middle and high schools. The CTE courses offered follow the National Career Clusters Categories.

All eDynamic courses are designed and written with engaging curriculum narratives that employ backwards design methodology to support best practices on how today's students learn. Each lesson is chunked into bite-sized pieces of text with the integration of visuals to keep students engaged. Teachers can also customize course units and lessons providing more personalization for students. In addition to embedded soft skills instruction throughout each course, students are also routinely asked to think critically through higher order thinking questions and discussion questions, which help prepare students for both college and career.

Supplemental Curricular Resources

To address the wide range of learners a variety of additional resources will be utilized by teachers.

Students and teachers will have access to additional tools through supplemental resources may include:

- *Brain Pop* – Brain Pop is an online animated curriculum-based content that is aligned to state education standards. The site includes video, game, quiz, and activity sections for science, health, writing, reading, social studies, and math based on national education standards.
- *IXL* – iXL is an interactive online learning solution that helps teachers personalize instruction through comprehensive curriculum, continuous diagnostic, personalized guidance and analytics.
- *Reading A-Z* – Reading A-Z is an instructional content platform that provides thousands of downloadable, projectable, printable teacher materials, covering all the skills necessary for effective reading instruction.
- *Newslea* – Newslea is an instructional content platform that provides teachers and students with access to 20+ genres of content to support core instruction, like primary sources, reference texts, essays, fiction, issue overviews, and more—all at 5 reading levels.

High School Course Descriptions

Algebra 2A	Students solve quadratic equations with complex solutions, use/analyze operations on/with polynomials, solve polynomial equations graphically, perform operations on rational functions.
Algebra 2B	Students explore/rewrite/graph/solve questions with radical equations, explore ratios, unit circle, sine, cosine, and tangent functions, and explore key features to prove and apply trigonometric identities.
Algebra 1A	Simplify expressions with exponents and radicals, use rational and irrational numbers, solve and graph linear equations and inequalities, use operations on polynomials, factoring quadratic expressions, and equations.
Algebra 1B	Equations, graphs, tables, verbal descriptions, identifying key features of real-world problems, functions, transformations of functions, statistics, interpreting and analyzing data sets, as well as causation and correlation.
American Gov't	History/philosophy/functions/duties of government, principles of democracy, analysis of Constitution, role of the Supreme Court, civic engagement, political parties, interest groups, and the media in shaping the government.
Applied Math	How artists, game developers, biologists, musicians, etc. use math. Schools may use this course independently or pair with Financial Mathematics to create a Math Models full-year course.
Biology A	How biochemistry funnels biological systems expands out to individual cells and cell membranes to understand cell division, reproduction, cell energy and metabolism, and photosynthesis.
Biology B	Students examine the basics of genetics, natural selection, and ecology; model how matter and energy flow through ecosystems, and the technology used to see the larger context and implications.
Calculus	Study limits, continuity, differentiation; integrated algebraic, trigonometric, and transcendental functions; and the applications of derivatives and integrals.
Chemistry A	Students examine basic principles and properties of matter to see its everyday uses. Topics include: atomic models, predicting chemical reactions to see how scientists can engineer them to solve problems.
College Math Prep A	Students explore real-life math in investments and interest, calculating loans, and annuities, calculating perimeter, area, surface area, and volume, converting units of measurement, and solving problems using exponential growth.
College Math Prep B	How to make probability decisions, using basic statistics and sampling processes to understand data sets and answer questions about samples and populations.
Earth Science A	Scientific Inquiry, Universe, Solar System, Big Bang Theory, celestial object movement, stellar evolution, weather, climate, water cycle, atmosphere, global climate, meteorology, water scarcity and pollution.
Earth Science B	Earth's rock cycle, tectonic activity, mountain building, weathering, erosion and soil formation, the Earth as a system, and major nutrient cycles. Geologic history, natural resources, effect of humans on natural resources.
Economics	Making informed decisions about personal finance. National and international economic decisions and policies. Economic impact on history, distribution of wealth, and quality of life for all members of society.
English 9A	Informational and literary texts, comparison of texts in different mediums. Textual evidence, themes, central ideas, inferences, word choice, figurative/connotative language, grammar and usage. Write memoir and literary analysis.
English 9B	Textual evidence, themes, central ideas, characters, inferences, rhetorical techniques, structure and style, and arguments and claims. Write informational essay and an argumentative essay
English 10 A	Students examine various literature to examine textual evidence, arguments/claims, figurative/rhetorical language, and the effect of word choice on tone. Focus on spelling, grammar, usage, punctuation. Argumentative writing.
English 10 B	Students explore themes, inferences, characterization, figurative language, figures of speech, context clues, word nuances, affixes, phrases, clauses, and parallel construction. Writing literary analysis and personal narrative essay.

English 11 A	Explore textual evidence, central ideas, inferences, word choice, figurative language, and reference materials. Writing topics include a researched informational essay and a researched argument essay.
English 11 B	Comparing works from different time periods, reviewing context and word nuances, and learning about punctuation, style manuals, and parallel structure. Writing topics include a fictional narrative and literary analysis.
English 12 A	Analyze informational and argument texts for rhetoric, figurative language, theme, specialized vocabulary, word nuances, inferences, research, evidence, and references. Write informational and argumentative research report.
English 12 B	Explicit and implicit meanings, figurative language, literary devices, central ideas, themes, and narrative and structural elements. Write fictional Gothic narrative in the style of Gothic Romanticism and a literary analysis.
Environmental Science A	Examine relationships between organisms and the environment, including impacts of research on scientific thought and the environment. Using scientific practices, evidence-based data to inform societal decision-making.
Environmental Science B	Examines impacts of human resource utilization on environment, identifies pollution of the air, soil and water and its sources and discusses regulations and actions that can and have been taken to mitigate harm to the Earth.
Financial Literacy	This course is designed to help students budget, keep a checkbook and filing system, deal with debt and credit, and become wiser consumers. Students will learn how money affects relationships, their lifestyles, and their retirement.
Financial Math	Students analyze financial issues of taxes, loans, car leases, mortgages, and insurance. Study patterns and analyze data, algebraic formulas, graphs, and amortization modeling.
Geometry A	Students explore formal proofs, construct geometric figures, prove with postulates, theorems about triangles, and formal proofs, as well as trigonometric ratios and their applications to real-world situations.
Geometry B	Students explore formal proofs, construct geometric figures, focus on slopes, midpoints, distance formula, coordinate proofs, theorems about circles as well as concepts related to circles, 2D and 3D figures and probability.
Integrated Math 1 A	Simplifying expressions, solving linear equations/inequalities, graphing, equation of a line, monomials and polynomials, factoring, completing a square, judge validity of results, justifying prove or disprove statements.
Integrated Math 1 B	Simplifying expressions, solving linear equations/inequalities, graphing, equation of a line, monomials and polynomials, factoring, completing a square, judge validity of results, justifying prove or disprove statements.
Integrated Math 2 A	Polynomial, rational, radical functions and right triangle trigonometry. Create models and solve contextual problems.
Integrated Math 2 B	Polynomial, rational, radical functions and right triangle trigonometry. Create models and solve contextual problems.
Integrated Math 3 A	Blends algebra, geometry, number and quantity, functions, modeling and statistics and probability into the algebraic concepts of functions, equations, logarithms, and graphs and then transitions into triangle and trig ratios.
Integrated Math 3 B	Counting methods, probabilities, distributions, area, volume, parabolas, circles, ellipses, hyperbolas and systems of equations and inequalities. They finish their course of study learning about trigonometry functions and identities.
Physical Science A	How methods and tools provide scientists meaningful results - interpret chemical names, discover the types and properties of reactions and nuclear reactions and their uses, historical perspectives, and the social impacts.
Physical Science B	Engineering, the ways scientists think, communicate, and do their jobs. Newton's law builds a foundation to explore thermodynamics, energy, work, machines, waves, electricity, and magnetism.
US History A	Impact of Europeans on Native Americans, development of colonies, causes/effects of American Revolution, War of 1812, Civil War, Indian Wars, immigration, Industrial Revolution. Ratification of Constitution.
US History B	The Gilded Age, Progressive Era, World War I, the Roaring Twenties, Great Depression, New Deal, World War II, Cold War, Vietnam War, Korean War, technology innovations, global communications, and the rise of terrorism.

World Geog. A	Five themes of geography, how earth processes impact both physical and human geography. Both physical and political maps are studied to examine trends and impacts with a focus on the Americas, Central Asia, and Europe.
World Geog. B	Exploration of the five themes of geography with a focus on the Middle East, Africa, and Asia. Cultural beliefs and social and political systems are examined within the context of countries, regions, and global interactions
World History A	Hunter-gatherers, Industrial Revolution, Paleolithic era to the Agricultural Revolution, rise and fall of early empires, the Crusades, feudalism, the plague, Asian empires, trade routes, Renaissance, Protestant Reformation.
World History B	Examine origins of modern Western imperialism and analyze the cultural, economic, and political impacts on Africa and Asia. Influence of: Industrial Revolution, imperialism and nationalism, Treaty of Versailles, etc.
Physics A	Scientific notation, significant digits, describe/analyze motion in one and two dimensions. Newton's laws of motion, graphing and trigonometry. Apply physics by playing roles.
Physics B	Harmonic motion, wave properties, optics, thermodynamics and fluids, principles of electricity and magnetism. Modern Physics, which includes topics such as the photoelectric effect, nuclear science, and relativity.
Pre-Algebra A	Gain a true understanding of higher-level concepts such as functions and systems of equations while experiencing intrigue and fun in this hands-on course full of slideshows, applications, videos, and real-world scenarios.
Pre-Algebra B	Gain a true understanding of higher-level concepts such as functions and systems of equations while experiencing intrigue and fun in this hands-on course full of slideshows, applications, videos, and real-world scenarios.
Pre-Calculus A	Appropriate functions to model real world situations and solve problems that arise from those situations. Graphing functions by hand and understanding and identifying the parts of a graph.
Pre-Calculus B	Trigonometry: graphs, equations, identifies, analyzation, sequences, series, conic sections, intro to Calculus. A focus is also on graphing functions by hand and understanding and identifying the parts of a graph.
Agriscience 1: Intro	How agriscientists are improving agriculture, food production, and the conservation of natural resources. Agricultural practices as nations strive to provide their people with a more abundant and healthy food supply.
ASL 1A	Explore Deaf culture – social beliefs, traditions, history, values, and communities influenced by deafness.
ASL 1B	Discover ASL and its grammatical structures, expand vocabulary with hundreds of new signs. Explore interesting topics like Deaf education and Deaf arts and culture, and learn about careers where you can use ASL skills.
Anatomy/ Physiology 1a	Read body's story through understanding cell structure and their processes, discover the functions and purposes of the skeletal, muscular, nervous, and cardiovascular systems, as well as diseases that affect those systems.
Anatomy/ Physiology 1b	Structure, function, interrelation in the lymphatic, immune, respiratory, digestive, urinary, and endocrine systems. Reproductive system, hereditary traits and genetics. Importance of accurate patient documentation & technology.
Anthropology	Learn how we forged our way and developed all of the things that make us humans, such as our cultures, languages, and religions.
Art History Modern	Students explore art of the late 1700s to modernity from Western movements in artworks and architecture to China, Japan, Africa, Oceania, Southeast Asia, India.
Art History Origins	Students explore the art of the prehistoric, ancient, medieval, Renaissance and Rococo periods to understand how to read and interpret art.
Art in World Cultures	Explore the artistic characteristics of the Renaissance, Americas, Baroque, Romantic, and more. Learn elements and design principles of art, and about some of the greatest artists in the world, while creating your own.
Astronomy 1A	History and development, basic scientific laws of motion and gravity, the concepts of modern astronomy, and the methods used by astronomers to learn more about the universe.
Astronomy 1B	Become familiar with the inner and outer planets of the solar system as well as the sun, comets, asteroids, and meteors. Additional topics include space travel and settlements as well as formation of planets.

Career Planning	The Career Planning process and the development of a defined career plan. Students will consider the many factors that impact career success and satisfaction. Using a process of investigation, research, and self-discovery.
Character Education	Students explore values of truthfulness, trustworthiness, responsibility, diligence, and integrity. Learn how to provide safe and appropriate ways to respond to bullying.
Computer Basics	In this course you will learn how to use productivity and collaboration tools, such as G Suite by Google Cloud to create word processing documents, spreadsheets, surveys and forms such as personal budgets and invitations.
Concepts of Engineering	Learn how the momentum of science is continually propelling engineers in new directions towards a future full of insight and opportunity. Explore the different branches of engineering and how it changes our very fiber.
Creative Writing	Create imaginary worlds, express ideas, and escape the confines of reality. Explore the writing process and find inspiration to build a story of your own, and learn literary techniques to create hybrid forms of poetry and prose.
Criminology	Investigate how psychological, biological, sociological factors affect the criminal mind but also how crimes are investigated and handled in the criminal justice system.
Culinary Arts A	Basic cooking and knife skills, history of food culture, food service, and global cuisines while learning about food science principles and preservation. Build professionalism, communication, leadership, and teamwork skills.
Culinary Arts B	Examine sustainable food practices and the benefits of nutrition while maintaining taste, plating, and presentation.
Digital Media Web Design2A	Develop webpages that embed different media and interactivity using HTML and CSS. Examine trends and opportunities, education requirements, student organizations, and industry certification options.
Digital Photography A	Explore camera functions and elements of composition. Learn how to display work for exhibitions and develop skills important for a career as a photographer.
Digital Photography B	Professional tips, tricks, and techniques to elevate images. Explore various photographic styles, themes, genres, and artistic approaches. Learn more about photojournalism and how to bring photos to life, build a portfolio.
Early Childhood A	Explore the fundamentals of childcare, like nutrition and safety, but also the complex relationships with caregivers. Examine the various life stages of child development and the best educational practices to enrich their minds.
Early Childhood B	Discover the joys of providing exceptional childcare. Learn the importance of play and use it to build engaging educational activities that build literacy and math skills through each stage of childhood and special need.
Entrepreneurship	Explores entrepreneurial characteristics, business leadership, and the skills and steps involved in marketing, developing, starting, and exiting a business. Hands-on projects to apply the knowledge as a small business owner.
Fashion Design A	Students explore the tools and principles of fashion design. Topics include: the use of color, creation of an inspiration board, fabrics and materials, and tools and machines used by fashion designers.
Fashion Design B	Students explores the skills and education required in the fashion industry. Topics include: the range of jobs in the industry, skills for success, such as interviewing, workplace communication, and teamwork.
Forensics Science of Crime	Explore techniques used by forensic scientists during a crime scene investigation. Starting with how clues/data are recorded and preserved, follow evidence, examining how elements of the crime scene are analyzed and processed.
French 1A	Develop listening skills by repeated exposure. Speaking skills are encouraged through voice tools. Reading and writing skills, as well as language structures, are practiced through meaningful, real-life contexts.
French 1B	Develop listening skills by repeated exposure. Speaking skills are encouraged through voice tools. Reading and writing skills, as well as language structures, are practiced through meaningful, real-life contexts.
French 2 A	Vocabulary and grammar structures are revisited and expanded to provide students an opportunity to move towards an intermediate comprehension level. Reading of culturally related articles of interest and responding.

French 2B	Vocabulary and grammar structures are revisited and expanded to provide students an opportunity to move towards an intermediate comprehension level. Reading of culturally related articles of interest and responding.
Gaming Unlocked	Students research the basics of gaming, from what makes games fun to what makes them work by exploring quality in a variety of games such as mental games, board games, and video games.
German 1A	This German 1A course is an introductory course teaching basic comprehension and communication in German. It coordinates the study of language with culture through the use of video, audio and mass media production.
German 1B	Further develop skills in pronunciation, grammar skills, grammar structures and vocabulary. Oral practice (via Voice Tools), homework assignments, games, songs, watching videos, quizzes, tests, projects and other activities.
German 2A	While reviewing basic grammar skills, (present and past tenses), students learn and study stem-changing verb conjugation and explore cultural themes regarding current events, famous German people, music and festivals.
German 2B	Increase proficiency in being able to communicate by forming more complex German sentences in a variety of tenses using all four cases. Cultural themes are entwined - going shopping, to the zoo and traveling.
Graphic and Web Design	Students explore visual communication and the range of careers in the field. Topics include: principles of design, ethics of creative fields, and the publishing process.
Health	Nutrition and physical activity; growth, development, and sexual health; safety and injury prevention; alcohol, tobacco, and other drugs; mental, emotional, and social health; and personal and community health.
History of Holocaust	Discover the harrowing details of the history of the rise of anti-Semitism that contributed to the start of the Holocaust and the power of the Nazi party.
Intensive Reading	Remediate gaps in reading fluency, comprehension, vocabulary and vocabulary skills, grammar skills, and writing fluency through responses to a variety of literary and informational texts.
Interior Design A	Skills, roles and responsibilities of interior designers: specialties, history, materials, furniture, accessories, modern developments affecting interior design, such as Americans with Disabilities Act, universal design, & green design.
Interior Design B	Students explore career options in residential, commercial, and mobile design, getting credentialed, and networking in professional organizations.
Intro to Business Law	Explore what it means to run an ethical business, how to keep intellectual property, technology, and e-commerce safe and protected, understand insurance and taxes, and how to have a healthy workplace environment.
Journalism 1A	Channel curiosity into developing strong writing, critical thinking, and research skills to perform interviews and write influential pieces, such as articles and blog posts. Learn about the evolution of journalism.
Law and Order	Explore importance of laws and how their application affects us as individuals and communities. Understand the court system and how laws are enacted to appreciate the larger legal process and how it safeguards us all.
Life Skills	Learn more about yourself and prepare for the future through goal setting, decision making, surviving college and career, and how to become a valuable contributing member of society. It's your life; make it count!
Marine Science	Marine scientists make exciting new discoveries about marine life every day. In this course, discover the vast network of life that exists beneath the ocean's surface and study the impact that humans have on the oceans.
Marketing Foundations 1A	Learn the role of marketing in business in addition to the basics of business management, customer service, and economics. Examine how to identify target markets, perform market research, and develop marketing strategies.
Marketing Foundations 1B	Dig deeper into the world of marketing and what it means for business success. Become a marketing mix pro by studying understanding branding, advertising, promotion strategies, and more.
Music Appreciation	Explore the elements and pieces of music through the historical context, musicians and composers, and influence of music from the Middle Ages to the 21st century.

Nursing	Explore safety, communication and ethics, relationship building, how to develop wellness strategies for your patients, emergency and rehabilitative care, advances and challenges in the healthcare industry.
Nutrition and Wellness	Explore positive decisions around diet and food preparation to pursue a healthy, informed lifestyle. Making sure you know how to locate, buy, and prepare fresh, delicious food will make you and your body feel I am doing the right thing..
Personal Fitness A	Students explore key concepts from combative sports, gymnastics and tumbling, and a variety of team sports and activities. The focus is on advanced fitness guidelines and cognitive factors that affect performance.
Personal Fitness B	Explore how to develop personalized physical fitness plans. Learn how to assess fitness levels, modify fitness goals, evaluate fitness products and programs, leadership, and progress tracking in a daily physical activity log.
Personal Psychology	Trace the development of personality and behavior from infancy through adulthood.
PE A-High School	Students examine importance of physical activity, personal fitness, healthy habits, useful techniques and different aspects of sport and recreation, a personal fitness evaluation, the design of a personal plan and tracking of results.
PE B-High School	Students learn concepts that lead to improved health, description of the human body, and practical applications, such as metabolism manipulation, correct exercise form, and effective programming for personal health goals.
Psychology A	Explore human behavior, behavior interaction, progressive development of individuals, major theories and orientations of psychology, psychological methodology, human growth and development.
Psychology B	Human social interactions, psychological therapies, and careers in the field. Psychological perspectives, relationships, diversity, language structures, memory, cognition, testing, research and mental health.
Public Speaking A	Learn techniques from famous speakers throughout history while learning what it takes to make a great speech. Develop skills that will serve you well throughout your career and personal life.
Public Speaking B	Learn about logic and reason while gaining the confidence to create and deliver great presentations and speeches. Critically examine presentations to improve upon your in-person and virtual presentation skills.
Reading/Writing for Purpose	Learn how to critically read, write, and evaluate real-world writings to set you up for your future success.
Sociology 1	Are we more likely to act differently in a group than we will when we're alone? How do we learn how to be "human"? Examine answers to these questions and many more as you explore culture, and human behavior.
Spanish 1A	Learn how to read, write, listen, and speak about personal interests, asking for directions, and how to discuss activities. Explore cultures of Spanish-speaking countries, such as Mexico. Colombia, Argentina, Spain, and Peru.
Spanish 1B	Explore school, professions, daily routines, illness, shopping, and money through reading, writing, listening, and speaking. Explore Spanish-speaking countries, such as Venezuela, Chile, Ecuador, Guatemala, and Cuba.
Spanish 2A	Learn how to read, write, listen, and speak about personal interests, asking for directions, and how to discuss activities. Explore cultures of Spanish-speaking countries, such as Mexico. Colombia, Argentina, Spain, and Peru.
Spanish 2B	Practice discussing transportation, extracurricular interests, professions, cuisine, clothing, health, and technology. Explore cultures such as the Dominican Republic, Equatorial Guinea, Honduras, Uruguay, and Panama.
Spanish 3A	Students build reading and writing of informative, argumentative, and descriptive texts, listening, and speaking skills using the indicative subjunctive, and imperative moods.
Spanish 3B	Continue acquiring the Spanish language through reading poems and short stories by notable Spanish-language authors. The continuation of writing, listening, and speaking includes exploring behavioral norms.
Sports & Entertainment Marketing	Explore basic marketing principles while delving deeper into the multi-billion-dollar sports and entertainment industry. Learn how professional athletes, sports teams, and famous entertainers are marketed as commodities.

Study Skills	Learn a variety of learning skills and strategies, gain greater understanding of learning preferences, and prepare to develop and implement specific learning and study plans for any academic course or other learning needs.
Theatre, Cinema/Film	Explore the different genres of both and how to develop the script for stage and film.
Veterinary Science	Explore how to care for domestic, farm, and wild animals, diagnose their common diseases and ailments, and learn about different veterinary treatments.
Workplace/ Intern Readiness	Build a well-rounded set of employability and personal leadership skills that allow you to guide your own career. Learn how to communicate, take initiative, set goals, problem-solve, and envision your own personal career path.
Digital Citizenship	Learn about real-world issues and how to solve real-world problems through interactive and hands-on assignments. Discover what it means to be a responsible digital citizen, expand your digital literacy, and be a successful student.
AP Art History A/B	Within AP Art History, you will explore the interconnections between art, culture, and historical context through the critical lenses of artistic expression, cultural awareness, and purpose.
AP Biology A/B	Biological concepts through scientific inquiry, investigations, interactive experiences, higher-order thinking, real-world applications, writing analytical essays, statistical analysis, interpreting and collecting data.
AP Calculus AB A/B	Study limits, continuity, differentiation, integration, differential equations, and the applications of derivatives and integrals.
AP Calculus BC A/B	Study limits, continuity, differentiation, integration, differential equations, applications of derivatives and integrals, parametric and polar equations, and infinite sequences and series.
AP Chem A/B	Intro to thermochemistry, quantum theory, chemical bonding, crystals, phase changes, chemical kinetics, entropy, electrochemistry, nuclear chemistry, metallurgy, alkali and alkaline metals, nonmetallic metals, and more.
AP ELA and Comp A/B	Covers topics in language and rhetoric as well as expository and persuasive writing. Students become skilled readers of prose written in various periods, disciplines, and rhetorical contexts.
AP ELA A/B	Through the close reading of carefully selected works of literary merit, students learn to consider how a work's style, figurative language, theme, and other literary elements contribute to its cultural significance.
AP Env. Science A/B	This course provides a global view of the world. It examines the scientific principles and concepts required to understand the interrelationships between ocean, land, and atmosphere to make a planet suitable for life.
AP Govt and Politics A/B	Research roles of the media, political parties, interest groups, states, candidates, bureaucracy, and the public in the governmental process. You will experience production of policy building in multiple economic and social settings.
AP Human Geography	Explore patterns and processes that impact the way humans understand, use, and change Earth's surface. Geographic models, methods, and tools help examine the effect that human interconnections have on our world.
AP Macro Economics	Understand the choices you make as a producer, consumer, investor, and taxpayer. Provides knowledge and decision-making tools to understand how a society must organize its resources to satisfy its unlimited wants.
AP Microeconomics	Examine, interpret, analyze, and model key microeconomics concepts and processes, from the shifting supply and demand for familiar products to the model of the labor market and how wages are determined.
AP Psych A/B	this college-level course, you will learn important terms, concepts, and phenomena associated with each major area of psychology and enhance your critical thinking skills.
AP Spanish A/B	Advanced language course in which students acquire proficiencies that expand their cognitive, analytical and communicative skills.
AP Stats A/B	Explore data, sampling and experimentation by planning and conducting studies, anticipating patterns using probability and simulation, and using statistical inference to analyze data and draw conclusions.

AP US History A/B	Examine key themes and events of our history, including American identity, diversity, religion, culture, war, and slavery, as well as economic, political, and demographic changes. Analyze globalization and environmental issues.
AP World History A/B	The history of mankind. Looking back to the prehistoric times, students will develop the connections between the early river valleys, the beginnings of civilizations, and governments.

Idaho Learning Standards Alignment Matrix

The table below demonstrates alignments for all course offerings at all grade levels with Idaho state standards. Complete alignment documents have been finished for all core content areas.

SUBJECT	VPAI's Curricular Elements	VPAI's curriculum aligns to the Educational Philosophy by:	VPAI's courses align with Idaho state standards for K-12 as follows:
MATHEMATICS	Build essential skills while incorporating challenges and puzzles. Build upon, reinforce, and strengthen prior knowledge while providing ample opportunity to apply ideas, tools, and manipulatives in real-world context.	<ul style="list-style-type: none"> • Developing a strong foundation with basic numeracy skills • Cultivating higher order thinking skills by adding on to the foundation with more challenging mathematical content • Proving rigorous, college-preparatory courses that include challenging material • Engaging students in captivating and relevant material that includes games, puzzles, and real-world examples 	<ul style="list-style-type: none"> • Making sense of problems and solving them • Reasoning abstractly and quantitatively • Constructing viable arguments and critiquing the reasoning of others • Solving problems in everyday life • Using appropriate tools strategically • Communicating to others using appropriate terminology, explanations, and reasoning • Using structures and patterns to assist in making connections among math ideas and concepts • Describing regularities as they solve multiple related problems • Formulating conjectures and communicating observations with precision
SCIENCE	Explore topics within experiments, learning about scientific themes, gather and	<ul style="list-style-type: none"> • Developing a strong foundation of asking questions and using scientific methods and procedures 	<ul style="list-style-type: none"> • Explaining phenomena using evidence from investigation • Using evidence to develop models or theories

	organize information, collect, and interpret data	<ul style="list-style-type: none"> • Cultivating higher order thinking skills by offering hands on and exploratory learning • Proving rigorous, college-preparatory courses that including the challenging component of scientific analysis • Engaging students in captivating and relevant material including current scientific theories and principles 	<ul style="list-style-type: none"> • Using engineering and technologies to solve problems and create products • Understanding the positive and negative ethical, social economic and/or political implications of scientific findings
ENGLISH AND LANGUAGE ARTS	<p>Balanced literacy program that uses read aloud, shared reading, independent reading, vocabulary, writing, speaking, and listening.</p> <p>Five Building Blocks of ELA</p> <ul style="list-style-type: none"> • Phonemic Awareness • Phonics • Fluency • Vocabulary • Comprehension 	<ul style="list-style-type: none"> • Developing a strong foundation using the ELA building blocks • Cultivating higher order thinking skills with analytical thinking and by crafting quality writing • Proving rigorous, college-preparatory courses by analyzing classical literature and presenting accurate information • Engaging students in captivating and relevant material by reading and writing about 	<ul style="list-style-type: none"> • reading literature and informational text • speaking, listening, and presenting in a variety of ways • reading independently and proficiently • making critical analysis of literature • understanding author's work choices and intent • supporting conclusions with evidence from information text • writing in various forms and for various reasons • using the writing process

		current events and topics of interest	
SOCIAL STUDIES	Engaging content and rich in multimedia opportunities to learn content in a variety of learning styles.	<ul style="list-style-type: none"> • Developing a strong foundation with basic civics, economics, and geography skills • Cultivating higher order thinking skills by exploring government, change over time • Proving rigorous, college-preparatory courses through economy and politics • Engaging students in captivating and relevant material that utilizes simulations, games, and a variety of learning styles. 	<ul style="list-style-type: none"> • asking economic questions about policy • understanding economics decisions by understanding the ways in which individuals, businesses, governments, and societies make decisions to allocate resources • using multiple geographic tools to understand local, national, regional, and global issues • studying of history

6-12 Representative Alignment Examples

Course	Alignment Type
Kindergarten ELA	Idaho aligned
Kindergarten Math	Idaho aligned
Kindergarten Science	Idaho aligned
Kindergarten Social Studies	Idaho aligned
1st Grade ELA	Idaho aligned
1st Grade Math	Idaho aligned
1st Grade Science	Idaho aligned
1st Grade Social Studies	Idaho aligned
2nd Grade ELA	Idaho aligned
2nd Grade Math	Idaho aligned
2nd Grade Science	Idaho aligned
2nd Grade Social Studies	Idaho aligned
3rd Grade ELA	Idaho aligned
3rd Grade Math	Idaho aligned
3rd Grade Science	Idaho aligned
3rd Grade Social Studies	Idaho aligned
4th Grade ELA	Idaho aligned
4th Grade Math	Idaho aligned
4th Grade Science	Idaho aligned
4th Grade Social Studies	Idaho aligned
5th Grade ELA	Idaho aligned
5th Grade Math	Idaho aligned
5th Grade Science	Idaho aligned
5th Grade Social Studies	Idaho aligned

Electives with National Standards Alignment Examples

Course	Alignment Type
Agriscience	National Objectives
American Sign Language 1	National Objectives
American Sign Language 2	National Objectives
Anthropology	National Objectives
Applied Engineering	National Objectives
Art in World Cultures	National Objectives
Business Law	National Objectives
Concepts of Engineering and Technology	National Objectives
Culinary Arts	National Objectives
Early Childhood Education	National Objectives
History of the Holocaust	National Objectives
Learning in a Digital World	National Objectives
Middle School 2D Studio Art	National Objectives
Middle School Coding	National Objectives
Music Appreciation	National Objectives
Nutrition and Wellness	National Objectives
Sociology	National Objectives
Sports and Entertainment Marketing	National Objectives
Theater, Cinema and Film	National Objectives
Veterinary Science	National Objectives
French 1	ACTFL
French 2	ACTFL

K-5 Idaho Alignments Examples

Course	Alignment Type
Kindergarten ELA	Idaho aligned
Kindergarten Math	Idaho aligned
Kindergarten Science	Idaho aligned
Kindergarten Social Studies	Idaho aligned
1st Grade ELA	Idaho aligned
1st Grade Math	Idaho aligned
1st Grade Science	Idaho aligned
1st Grade Social Studies	Idaho aligned
2nd Grade ELA	Idaho aligned
2nd Grade Math	Idaho aligned
2nd Grade Science	Idaho aligned
2nd Grade Social Studies	Idaho aligned
3rd Grade ELA	Idaho aligned
3rd Grade Math	Idaho aligned
3rd Grade Science	Idaho aligned
3rd Grade Social Studies	Idaho aligned
4th Grade ELA	Idaho aligned
4th Grade Math	Idaho aligned
4th Grade Science	Idaho aligned
4th Grade Social Studies	Idaho aligned
5th Grade ELA	Idaho aligned
5th Grade Math	Idaho aligned
5th Grade Science	Idaho aligned
5th Grade Social Studies	Idaho aligned

Graduation Requirements

The Virtual Preparatory Academy of Idaho is serving students in grades K-8 and 9-12. The selection of offerings is consistent with the graduation requirements for the State of Idaho. The school graduation requirements are presented in the table below which requires a twelfth-grade student having successfully completed a minimum of forty-six (46) credits during their high school experience, with twenty-nine (29) of the forty-six being in core subjects

Required subjects and credits include:

Subject	Credits	Subject	Credits
Language Arts/Communication	9	Mathematics	6

		Two (2) credits of Algebra I or equal Two (2) credits of Geometry or equal Two (2) credits (Students Choice)	
Science Four Credits must be Laboratory Based	6	Social Studies (Must include US History, Government, Economics)	5
CTE	5	Elective Course Selections	12
Humanities	2	Health & Wellness	1

Source: IDAPA 08.02.03; 104,105,106 Revised 05/29/2019

Process and Criteria for Earning Course Credit

Course credit is awarded based on successful completion of the course. The criteria to determine completion includes a minimum final grade of 70% of coursework and assessments combined, and an attendance rate of 90% throughout the course. Grades are earned according to the scale below:

Assignment Mark	Grade/Pt.	Teacher Observation/Evaluation
90-100 %	A/4	Student demonstrates superior knowledge of content
80-89 %	B/3	Student demonstrates advanced knowledge of content
70-79 %	C/2	Student demonstrates average knowledge of content
60-69 %	D/1	Student demonstrates limited knowledge of content
59 % and Below	F/0	Student fails to demonstrate even limited knowledge of content

Students entering the school at any grade level will be provided the WIDA and, if identified, will participate annually in the ACCESS for ELLs annual language proficiency assessment. Students identified as English learners will be provided instruction modified through sheltered English immersion strategies as appropriate to their English language abilities and receive age-appropriate instruction in all subject areas.

Students requiring Special Education or Section 504 modifications will be provided instruction specifically modified to meet education requirements as determined by the goals stated in their IEP and/or 504 plans. The charter school assures all students will receive a free and appropriate education leading to high school completion using high-quality curricular offerings.

While course grades are an important component of retention and promotion decisions teachers and school leaders will be trained to utilize a multi-faceted decision-making approach, to ensure that each student's unique characteristics are considered in conjunction with all available student level data to inform retention and promotion decisions. During the Spring of each school year, teachers will create a list of students for whom retention may be necessary, based upon available data. Multiple stakeholders

involved with the student will be included in the decision-making team (teachers, parents, administrators, guidance counselors, interventionists). For any student who undergoes the Retention/Promotion review, the team will create an individualized plan to note what additional supports and interventions will be provided to the student during the next school year to ensure continued progress towards mastery of grade level standards, regardless of whether the decision is to retain or to promote. Considerations for the retention and promotion decision process may include course grades, assessment data, student attendance, student motivation, student learning style and pace, chronological age, developmental characteristics/maturity, student learning exceptionalities, and student transiency.

Teachers will use attendance, state assessments, growth benchmarks, formative and summative assessments, and course progress reports to inform the course completion and awarding of credit. In this way, students are seen through the lens of how they achieve overall, not just on one test.

A personalized learning system:

- Measures its success based on student academic growth and achievement
- Aligns policies, initiatives, curriculum, instruction, and assessments
- Consistently communicates to ensure success for all students
- Uses assessment to inform instruction

The school's teachers maintain an electronic grade book within the Learning Management System that displays the student's progress. Parents and students have view only access to view grade reports itemizing each grade for students within the LMS. Grades are posted and reported quarterly. Semester grades will be comprised of the average of two quarters. Final grades will be the average of the two semesters. School administration will have a final review of grades and credits earned to be sure that all credits earned are properly credited in the student's records.

Students are expected to regularly consult and follow course pacing guides and turn all assignments and assessments in by the established due dates. Extensions are handled at the course level teacher's discretion.

ACADEMIC LETTER GRADES (GRADES 9-12)

Assignment Mark	Grade/Pt.	Teacher Observation/Evaluation
90-100 %	A/4	Student demonstrates superior knowledge of content
80-89 %	B/3	Student demonstrates advanced knowledge of content
70-79 %	C/2	Student demonstrates average knowledge of content
60-69 %	D/1	Student demonstrates limited knowledge of content
59 % and Below	F/0	Student fails to demonstrate even limited knowledge of content

The school will use NWEA MAP, ISAT state test scores, or other nationally normed assessments to assist in determining grade levels for students. The school uses many factors in determining the appropriate grade placement and core curriculum for students. Some of those factors include evidence of grade completion from the prior school, scores on nationally normed assessments, results on summative and formative assessments, teacher recommendations, the School Placement, Promotion and Retention Policy, and the student's demonstrated skills mastery. High school level students will be placed in a specific grade level based upon credit completion. To meet graduation requirements for forty-six (46) credits within 4 years it is recommended that the student earns at least 11.5 credits/year. To earn a Virtual Preparatory Academy of Idaho diploma, a student must earn a minimum of 20 credits at the charter school.

PROMOTION FRAMEWORK

Mastery Determination	Evaluative Determinate	Promotion Criteria
English Language Arts ISAT (grades 3-8 and 10) Grades K-12	ISAT, Teacher Evaluation	Scores Proficient, Teacher Recommendation
Reading Fluency ISAT (grades 3-8 and 10) Grades K-12	ISAT, NWEA, Teacher Observation	Scores Proficient, Teacher Recommendation
Science ISAT (grade 5, 8, 11) Grades K-12	ISAT, Teacher Observation	Scores Proficient, Teacher Recommendation
Core Subject Areas (grades 9-12)	ISAT, NWEA, iReady, Teacher Observation	Scores Proficient and/or Teacher Evaluation
Classroom Assignments	Teacher Evaluation	Teacher Evaluation
Attendance	Student LMS Login	80% School Attendance and/or Teacher Evaluation

Academic Systems Plan

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
<ol style="list-style-type: none"> 1. Research options of available curriculum providers that are aligned, compared to ACCEL curriculum. 2. Verifying that the curriculum is aligned to Idaho State standards 	1&2 Accel Schools Director of Curriculum and Assessment in collaboration with Head of School/Principal	1&2 Prior to school start and updated yearly	1&2 Idaho alignment guides from core providers, Idaho alignment guides from supplemental providers, Analysis documents showing alignment percent per course with depth of standard coverage

Process for Implementing Action Steps

1. Curriculum team receives state alignments from our providers in all core content areas.
2. Review and evaluate curriculum options in all core content areas to ensure tight correlation to Idaho standards.
3. Check the depth of coverage for each topic. Any gap or superficial coverage is addressed in the third phase of our curriculum mapping. This review process determines our curriculum offering.

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Mapping course content to meet Idaho State standards	Accel Curriculum Coordinator	Prior to school start and reviewed yearly	Grade/Subject specific pacing and alignment guides provided for all core courses

Process for Implementing Action Steps

With the state alignments provided by the vendors, the curriculum team creates a map for each core course aligning pace and standards to each course item. These curriculum maps are then included in each course for teacher use and updated yearly as courses/standards may shift.

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Identifying gaps and sourcing content to fill gaps to ensure alignment.	Accel Curriculum Support Specialist	<p>Prior to school launch</p> <p>Throughout the year as gaps are identified.</p>	Grade/Subject specific enhancements providing specific supplementals for standards, additional

		Yearly as courses and curriculum are updated.	course modules with materials to meet state standards
Process for Implementing Action Step			
Course gaps are identified throughout the school year. When a gap is identified, resources and supplementals are provided using a grade/subject specific enhancement document and building modules within a course.			

Implementation of Curriculum

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Providing pacing guides to Teachers for core courses	Accel Curriculum Coordinator	1X/year	Grade/Subject specific pacing and alignment provided for all core courses.
Process for Implementing Action Step			
With the state alignments provided by the vendors, the curriculum team creates a map for each core course aligning pace and standards to each course item. These curriculum maps are then included in each course for teacher use and updated yearly as courses/standards may shift.			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Providing Instructional Model training for instructional staff	Principal, Accel Director of Curriculum, Accel Sr. Director of Operations for Online Schools	Prior to school start and ongoing minimum 1x/month	Training session agendas, presentations, and attendance, training course module content
Process for Implementing Action Step			
<p>Instructional leaders and national team shared services members will deliver training to all instructional staff on the program's instructional model components. Training will be delivered prior to school start and will continue in monthly professional development offerings throughout the school year. This training will consist of both asynchronous training course modules and synchronous live training sessions. Training will include topics such as:</p> <ul style="list-style-type: none"> • The Learning Cycle • Using Data to Inform Instruction • Small Group Instruction • Core Curriculum Resources • Supplemental Curriculum Resources • Assessment Tools • Understanding Course Structure and Pacing Guides • Live Session Instruction • Asynchronous Course Set Up <p>These trainings will help staff to become familiar with all existing resources and to understand how the resources are used in concert to deliver the full instructional program.</p>			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Requiring curriculum change request forms from teachers	Principal, Asst. Principal, Accel Curriculum Coordinator	Ongoing	Curriculum Change Request Forms
Process for Implementing Action Step			
While the curriculum resources provided are carefully selected and aligned, we recognize that teacher practices are the single most impactful factor in student learning. The ACCEL school's curriculum team has designed a form to be used in cases where teachers would like to remove or align content from their courses, and/or substitute an alternative content element. When submitted, this form and the proposed replacement content are reviewed by the curriculum team to determine impact to standards coverage. The quality of the proposed replacement content is also evaluated.			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Completing Informal Instructional Observations and Feedback Sessions	Principal, Asst. Principal	Bi-Weekly	Observation Data and Feedback Session Notes
Process for Implementing Action Step			
Instructional leaders will observe and provide feedback to teachers on every other week cycle. During week 1 of the cycle, leaders will observe, and during week 2, leaders will meet with the teacher to provide feedback and set/track goals. These observations will include live session review and review of asynchronous course set up and teacher gradebooks. During observations, leaders will look for evidence that teachers are on pace with instruction, that core and supplemental curriculum resources are being implemented in line with expectations, and that the teacher is using pedagogical best practices in line with the Charlotte Danielson Framework for Teaching.			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Completion of Curriculum Implementation Audits	Accel Curriculum Coordinator	1X/semester	Audit and response forms
Process for Implementing Action Step			
<p>Members of the national shared services curriculum team will conduct curriculum audits on a random cross-section of teachers once per semester. Findings will be presented to school leaders to help inform understandings of teacher practices in curriculum implementation. Sample observation items from these audits may include trend data on:</p> <ul style="list-style-type: none"> • Pacing: Is the teacher on pace with the curriculum map? • Content: Looking at the two most recent modules, has content been added? <ul style="list-style-type: none"> ○ What type of content has been added? • Content: Looking at the two most current modules, has content been removed? <ul style="list-style-type: none"> ○ What type of content has been removed? 			

- Supplementals: Are assignment reminders published for each type of supplemental resource that should be utilized for this grade level and content area (ex: iReady, iXL, Newsela)?

Evaluation of Curriculum

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Staff and Parent Surveys and Panel Reviews	Accel Director of Curriculum and Assessment, Curriculum Coordinators, ACCEL Marketing Team	2x/year at a minimum	Survey Results and Panel Notes
Process for Implementing Action Step			
The Accel Curriculum and Assessment team will periodically conduct user feedback surveys across populations to get input on how well curriculum resources are meeting the needs of stakeholders. Additionally, the ACCEL Curriculum and Assessment team will maintain a panel of school level stakeholders who provide ongoing feedback on resources, roadmap plans, implementation needs, and user experience.			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Implementation of Data Informed Instruction Plan and bi-weekly data meetings	Head of School/Principal, Teacher Teams	1x/year	Data Informed Instruction Plan
Process for Implementing Action Step			
<p>Each year the Head of School and Principal will work with teachers assessment team to create the Schools Data Informed Instruction Plan. This plan will be created once the school Assessment Plan has been finalized and will take into consideration the points at which data will be available from each assessment.</p> <p>The Data Informed Instruction Plan will detail in what groups teachers and school leaders will meet to discuss data, and at what frequency (at least bi-weekly meetings are recommended). The plan will define a school-wide data protocol to be utilized to guide review of the data, interpretation of the data, and determination of follow up actions. Specific data to be reviewed at each meeting will be informed by the assessment calendar. For example, in September teachers might be focused on reviewing data from the diagnostic assessment taken by students in the beginning of the school year, in November short cycle assessment and course level data might be the focus of review as the first quarter draws to a close, and in January teachers might be focused on reviewing data obtained in the Common Mock assessment as they get closer to the start of state testing.</p> <p>During these conversations data will be reviewed through multiple lenses: Proficiency and growth data</p>			

Individual student level data
 Grade level or grade band data trends
 Subject area trends
 Data by teacher
 Data disaggregated by student sub-group
 Item level analysis
 Standards level analysis

Notes and action plans will be captured during each meeting and placed in a shared digital space for relevant stakeholders to access.

Standards level data analysis and item level analysis completed during these meetings will help to identify any potential curriculum gaps, or areas where curriculum resources are not supporting student mastery. When leaders and teachers see specific standards or skills with low mastery across most of the population this is an indication that there may be an underlying curriculum or instructional issue. Data protocol questioning will be applied to assist in identifying the root cause of trends in non-mastery. Likewise, if analysis shows low mastery of a particular standard for many students within a subgroup, this may be an indicator that there may be an underlying curriculum issue, and further root cause analysis will be completed. In either case, if it is determined that a curriculum resource is not supporting student mastery on a specific standard this gap will be escalated to the ACCEL Curriculum and Assessment team so that supplemental resources and additional content can be provided.

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Curriculum Data Analysis	Accel Director of Curriculum and Assessment, Curriculum Coordinators	Ongoing	Curriculum
Process for Implementing Action Step			
The Accel Curriculum and Assessment team regularly monitors student level data for trends informing evaluation of curriculum via a curriculum data analysis dashboard that identifies patterns in the curriculum. Any potential weaknesses are investigated, and if a need is determined, revisions are made.			

Revision of Curriculum

Action Step 1	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Revising existing curriculum	Director of Curriculum and Assessment, Curriculum Coordinator, Curriculum Support Specialist	Prior to school launch Throughout the year as updates are needed Yearly as courses and curriculum are updated	Course corrections and/or updates from providers, Course Revisions

Process for Implementing Action Step

The Accel Curriculum and Assessment team revises curriculum regularly throughout the school year. If our providers make an update or identify an issue, we make those corrections immediately. Other course enhancements and revisions are implemented based on the needs of our staff and students. We have a curriculum data analysis dashboard that identifies patterns in our curriculum. Any potential weaknesses are investigated, and if a need is determined, revisions are made.

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Replacing/supplementing existing curriculum through adoption of new curriculum	Director of Curriculum and Assessment	During the school year as gaps or weaknesses are identified Yearly during course review Throughout the year as needs arise	Market Research, Input from Stakeholders, Revised or New Curriculum Resources

Process for Implementing Action Step

Although typically done in the summer, the need to replace or supplement curriculum can occur at any time. If a new program, resource, or service is required, market research is conducted to determine which providers to demo. A group of stakeholders is identified to assist with this process, as the top providers are vetted and explored. This may result in the purchase or adoption of a new provider, program, or resource. Or it may be decided that the curriculum team can design or curate a solution to meet the need or requirement.

Adaptation to Address the Curriculum Needs of Subgroup Populations

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Adopting, Revising, and Evaluating Curriculum	Curriculum Support Specialist, Curriculum Coordinator Accel curriculum and assessment team	Ongoing	Curriculum Research Base, Curriculum Revisions

Process for Implementing Action Step

As outlined in earlier action steps extensive work from the Curriculum Support Specialist and the Curriculum Coordinator goes into initial selection and alignment of content. Both core and supplemental course offerings are included in the overall curriculum provided. Through work with many schools and students the team has identified resources that meet the needs of diverse learners and are designed with inclusion of Universal Design for Learning elements. Additionally, the team has specific supplemental resource recommendations for specific student populations. For example, the school may choose to use Unique through N2Y to serve students with more complex learning needs or Reading A to Z's ELL Edition to support EL learners. If the school determines, through data review, a need for an additional resource for a specific subgroup the Accel curriculum and assessment team will

work to source and evaluate new resources. Review of student outcomes via curriculum analysis dashboard also ensures that needs of specific subgroups are identified and addressed through adoption of new curriculum or revision of existing curriculum.

Comprehensive Assessment System

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Creating the Annual Assessment Plan	Head of School, Principal, Assistant Principal, in collaboration with Accel Director of Curriculum and Assessment and Accel Sr. Director of Online School Operations	1x/year – completed in late Spring of current school year for implementation in the following school year	Assessment Calendar

Process for Implementing Action Step

The school will employ a balanced assessment system including the following types of assessments:

- Diagnostic - to measure students' knowledge and skills before instruction
 - Sample assessment tool: iReady
- Interim/Benchmark - to measure progress toward academic goals and standards
 - Sample assessment tools: iReady, Locally Designed Common Mock Assessments, Short Cycle Assessments
- Course Level Formative - to adjust instruction based on student progression toward learning targets
 - Sample Assessment Tools: course embedded assignments, quizzes, unit tests
- Summative - to measure student mastery of standards and provide for data driven instructional decision making
 - Sample Assessment Tools: ID Required State Assessments, course level summative tests

As a part of the balanced system, the school will divide assessments into two areas: (1) assessment **for** learning and (2) assessment **of** learning. This division will not only assist with the evaluation of student learning but also the modification of curricular choices and pedagogy as the school matures over time in educational delivery.

In creating the school annual assessment calendar the school team will work with the Accel Curriculum and Assessment team and the ACCEL School Operations team to delineate the purpose of each assessment, the assessment tool to be used, the manner in which the selected tool supports the purpose of the assessment, the population to be tested, the frequency and timing of each assessment, and the follow up actions school staff will take once the assessment data is available (for example use of data during Data Informed Instructional Cycles).

Action Step 1	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Implementing the Assessment Plan	Head of School, Principal, Assistant Principal, Operations Manager	In line with Assessment Plan Details	Student Data from each type of assessment noted on Assessment Plan, available for the majority of the student population (ideally 95%)
Process for Implementing Action Step			
School leaders will be responsible for ensuring that assessments are administered as noted in the school assessment plan. School leaders will also be accountable for leading school staff in the design and implementation of systems to promote and ensure student participation in assessments as the power of assessment data in informing instruction is limited by low participation.			

Action Step 2	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Ensuring teacher fidelity to grading guidelines	Principal, Assistant Principal	Bi-weekly	Observation Data and Feedback Session Notes
Process for Implementing Action Step			
The Head of School/Principal will be responsible for ensuring that teachers are grading in line with established guidelines, and that grading data is complete and entered in timely fashion. Gradebooks and grading procedures will be reviewed as a component of informal observation and coaching cycles implemented every other week.			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Selecting and Reviewing Assessments and Curriculum	Head of School, Principal, in collaboration with Accel Director of Curriculum and Assessment and Accel Sr. Director of Online School Operations	Ongoing	Assessment data review presentations, Curriculum review presentations, Curriculum and Assessment Roadmap updates, Survey Data
Process for Implementing Action Step			
All elements of the school program should be designed with the end in mind. Through this Backwards Design approach, the selection of curriculum and assessment tools begins with establishing an understanding of ID state standards and ID state summative assessment measures. The Head of School and Principal are the subject matter experts on ID state standards and ID state assessment approach. The Accel Schools Director of Curriculum and Assessment is the subject matter expert on available			

curriculum resources and assessment tools, as well as research based best practices in curriculum and assessment design. The Director of Curriculum and Assessment selects initial curriculum and assessment resources after completion of a state standards alignment process. Through ongoing collaboration, the Head of School/Principal and Director of Curriculum and Assessment will implement an iterative cycle of curriculum and assessment tool selection and review. Review and evaluation will be informed by student level data, group data, parent/student/teacher input, and continuing review of research on effectiveness of each tool. Student level data will be heavily weighted in informing review and adjustment. Data will be reviewed to determine skill deficiencies common across students, pointing to a weakness in core curriculum content. Revisions will be made to address those weaknesses. For more detail, please see earlier actions steps on adopting, implementing, and evaluating curriculum.

Action Step 1	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Creating of Data Informed Instruction Plan	Head of School, Principal, Assistant Principal, Teachers	1x/year	Data Informed Instruction Plan
Process for Implementing Action Step			
When evidence of student growth and/or proficiency gains is not present in student outcome data further analysis must occur to determine the root cause. Existing data protocols will be applied to review the available data. Significant differences between teachers teaching the same content with the same curriculum may indicate a difference in educator effectiveness or implementation of pedagogical methodology. In this case teacher observation, feedback, and coaching should be utilized to support less effective teachers in implementing improved practices. When skill deficits are present across students regardless of differences in teacher or curriculum this may indicate an issue with the core curriculum or teacher practices. In this case curriculum resources and instructional practices must be reviewed to determine if a supplemental resource can be utilized to address specific skills or standards, if instructional schedules or models should be adjusted to provide more instruction or instruction of a different type, or if a particular teaching strategy can be employed to strengthen student understanding of the skill. Action plans developed in data meetings should be informed by the suspected root cause of the issue.			

Action Step 2	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Implementing of Data Meetings	Principal, Assistant Principal	Bi-Weekly	Data Meeting Notes and Action Plans
Process for Implementing Action Step			
The principal is responsible for ensuring that Data Meetings are occurring as mapped in the Data Informed Instruction Plan, and that data meeting protocols are being implemented. This will occur in one of two ways: joining team data meetings to observe the conversation and use of the protocols, review of the meeting notes and action plans.			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
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Reviewing disaggregated data in Data Meetings	Head of School/Principal	Bi-weekly	Data Meeting Notes and Action Plans
Process for Implementing Action Step			
As mentioned in earlier action steps, the school will implement an ongoing cycle of data meetings in line with the established Data Informed Instruction Plan. During these meetings, focus data will be reviewed in a variety of ways, including disaggregated by teacher, grade level, subject area, and student subgroups to include historically underperforming groups. Performance of sub-groups and historically underperforming groups will also consider whether the pace of growth puts the groups on track for progress towards closing of achievement gaps.			

Adapting to meet the needs of subgroups

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Reviewing disaggregated data in Data Meetings	Head of School/Principal	Bi-weekly	Data Meeting Notes and Action Plans
Process for Implementing Action Step			
Data from student subgroups will be of specific focus during ongoing data meetings. Data will be disaggregated by ethnicity/race, gender, Special Education status, English Language Learner status, and Economically Disadvantaged status. Action plans created in data meetings will address specific research based follow up actions to be taken for subgroups of concern.			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Completing Informal Observation and Feedback Cycles	Principal, Asst. Principal	Bi-Weekly	Observation Data and Feedback Session Notes
Process for Implementing Action Step			
<p>Instructional observations completed by school leaders will include review of teacher level data, and implementation of data meeting action steps. In addition, the teacher evaluation tool utilized will include a focus on relevant domains of differentiated instruction such as the below from “Enhancing Professional Practice, A Framework for Teaching” by Charlotte Danielson:</p> <ul style="list-style-type: none"> • Demonstrating knowledge of student’s skills, knowledge, and language proficiency • Demonstrating knowledge of students interests and cultural heritage • Demonstrating Knowledge of student’s special needs • Setting instructional outcomes suitable for diverse learners • Instructional Groups and Grouping of Students • Monitoring of Student Learning • Lesson Adjustment and Response to Students <p>Focusing on the above areas during ongoing observation will help to ensure that teachers are meeting the needs of all learners. After observation instructional leaders will provide timely and specific</p>			

feedback to teachers on the above areas and will support goal setting and monitor progress in any areas needing continued growth.

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Creating and Implementing Annual Assessment Plan	Head of School, Principal, Assistant Principal, Teachers	Plan creation to occur prior to school start, implementation of assessments in line with Assessment Plan	Assessment Plan, Assessment Data
Process for Implementing Action Step			
As school leaders participate in the creation of the annual assessment plan efforts will be made to keep core assessment tools consistent year over year. The use of a well-vetted and established assessment such as iReady ensures that year over year continuity in assessment tool will be possible. Additionally, school leaders will use state summative assessment data each year to assess and compare year over year changes in growth and proficiency.			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Creating and Implementing Data Informed Instruction Plan	Head of School, Principal, Assistant Principal, Teachers	Plan creation prior to school start, Implementation Bi-Weekly	Data Informed Instruction Plan, Data Meeting Notes and Action Plans
Process for Implementing Action Step			
Data review occurring in ongoing data review meetings will include analysis of student participation trends, as well as comparison of demographic data from year to year. In this way school leaders may understand how changes in population characteristics may be impacting YOY trends in assessment data.			

Monitoring Instruction

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Completing Informal Observation and Feedback Sessions	Principal, Assistant Principal	Bi-Weekly	Observation Data and Feedback Session Notes
Process for Implementing Action Step			
As mentioned in earlier action steps the curriculum team creates a map for each core course aligning pace and standards to each course item. These curriculum maps are then included in each course for teacher use and updated yearly as courses/standards may shift. Instructional leaders will observe and provide feedback to teachers to on and every other week cycle. During week 1 of the cycle leaders will observe, and during week 2 will meet with the teacher to provide feedback and set/track goals. These			

observations will include live session review and review of asynchronous course set up and teacher gradebooks. During observations leaders will look for evidence that teachers are on pace with instruction and that core and that supplemental curriculum resources are being implemented in line with expectations. One element of focus in instructional observations will be differentiation. Instructional leaders will look for evidence that teachers are using data to inform instructional groupings and that instructional strategies and resources vary across small groups based on student characteristics and needs.

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Implementing Short Cycle Assessments	Principal, Asst. Principal, Teachers	Ongoing in line with Assessment Plan	Assessment Plan Spreadsheet, SCA Data
Process for Implementing Action Step			
<p>As discussed in earlier action steps the school leader will create an Assessment Plan detailing the types of assessments to be utilized during the school year and containing the below categories of assessment. All these assessments will provide standards level data. Short cycle assessments will provide the staff with ongoing visibility into mastery of standards.</p> <p>Short cycle assessments (SCAs) are brief assessments (fewer than 10 items) that cover content aligned to 2 academic standards. In each learning cycle teachers cover the content aligned to those standards for 2-3 days, then administer SCA 1. Data is reviewed, and teachers then adjust groupings and strategies for groups of students based on the data. For those groups not showing mastery on SCA, a re-test is given on those same 2 standards after instruction has been provided through adjusted groupings and strategies. In this way there is consistent standards level data available to instructional staff, and that data is informing ongoing instructional adjustments.</p> <p>Assessment Categories:</p> <ul style="list-style-type: none"> • Diagnostic - to measure students' knowledge and skills before instruction <ul style="list-style-type: none"> ○ Sample assessment tool: iReady • Interim/Benchmark - to measure progress toward academic goals and standards <ul style="list-style-type: none"> ○ Sample assessment tools: iReady, Locally Designed Common Mock Assessments, Short Cycle Assessments • Course Level Formative - to adjust instruction based on student progression toward learning targets <ul style="list-style-type: none"> ○ Sample Assessment Tools: course embedded assignments, quizzes, unit tests • Summative - to measure student mastery of standards and provide for data driven instructional decision making <ul style="list-style-type: none"> ○ Sample Assessment Tools: ID Required State Assessments, course level summative tests 			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Implementing the Data Informed Instruction Plan	Head of School, Principal, Assistant Principal, Teachers	Bi-Weekly	Data Meeting Notes and Action Plans

Process for Implementing Action Step
As discussed in earlier action steps the school leaders will create a Data Informed Instruction plan which notes the frequency of data meetings and the data protocol to be utilized in data review. All types of assessment data will be reviewed during these meetings, and each review will include an examination of standards level mastery data. Staff will identify standards that need to be retaught to the whole group and those that need to be retaught to individual students or subgroups, will work to determine the root cause for lack of mastery, and will determine what strategies will be used to address re-teaching of the standard if needed. As needed, adjustments will be made to the curriculum to ensure that struggling students and those in subgroups have equal access to the curriculum.

Evaluating Instructional Practices

Action Step 1	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Completion of Instructional Observations	Principal, Assistant Principal	Bi-Weekly	Observation Data and Feedback Session Notes
Process for Implementing Action Step			
Instructional leaders will observe and provide feedback to teachers on every other week cycle. During week 1 of the cycle leaders will observe, and during week 2 will meet with the teacher to provide feedback and set/track goals. These observations will include live session review and review of asynchronous course set up and teacher gradebooks. During observations leaders will look for evidence that teachers are on pace with instruction, that core and supplemental curriculum resources are being implemented in line with expectations, and that pedagogical best practices in line with pedagogical best practices as set forth in Charlotte Danielson Framework for Teaching.			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Observation and Feedback Conversations - Teacher Level Data Review	Principal, Assistant Principal	Bi-weekly	Observation Data and Feedback Session Notes
Process for Implementing Action Step			
As mentioned in earlier action steps all teachers will participate in an ongoing cycle of observation and feedback. As instructional leaders complete these observations, they will be reviewing live instruction, asynchronous course set up and instructional design, and teacher level data (assessment data, gradebook data). Instructional leaders will be looking for evidence that student data is driving instructional planning and implementation. During feedback sessions leaders will utilize questioning techniques to encourage teacher reflections. Student outcomes, as displayed in the data will be utilized to reflect upon and improve instruction, through a cycle of goal setting and monitoring.			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Completing Informal Instructional Observations and Formal Evaluations	Principal, Asst. Principal	Bi-Weekly for informal observations, 1x/year for formal observation/evaluation	Observation and Feedback Session Notes, Formal Evaluation Documents
Process for Implementing Action Step			
<p>During both informal observations and observations completed to inform annual evaluation ratings instructional leaders completing observations will utilize Charlotte Danielson's Framework for Teaching, which addresses 4 Domains of Teaching and guides observers in assessing observed practices against a rubric that includes descriptors of performance at each level. Instructional leaders completing observations will be trained in the implementation of the Danielson Framework.</p> <p>Observers will use electronic survey forms to capture their observation notes and ratings. This will allow for easy analysis of trends and patterns. Ratings will be entered at the sub-domain level, allowing for sub-domain level analysis of individual teacher strengths, weaknesses, and needs.</p>			

Providing Feedback

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Completion of Informal Instructional Observations and Formal Evaluation	Head of School/Principal	Bi-Weekly for informal observations, 2x/year for formal observations, 1x/year for formal evaluation.	Observation and Feedback Session Notes, Formal Evaluation Documents
Process for Implementing Action Step			
<p>During the ongoing cycle of informal instructional observations instructional leaders will provide feedback that is timely, accurate, specific, and relevant. Feedback will be aligned to the specific instructional practices addressed in the Danielson Framework. This feedback will be geared toward improving teaching practices. As teachers and leaders participate in feedback sessions and reflect on the observed instruction as well as student data teachers will be asked to set a goal for growth. This goal will be revisited and monitored through the continued observation and feedback cycles, with a new goal being created when that goal is mastered. To ensure that goals are aligned to the needs of the students the instructional observer may suggest a specific focus area for the goal. In this way feedback will inform a continued focus on improving the quality of teaching.</p> <p>Formal Evaluations (informed by formal observations completed once per year and separate from the Informal Observation Cycle) will include a pre-conference and a post conference meeting to ensure that feedback on domain level performance continues to be provided even at point of formal evaluation. In cases where formal evaluation results in a performance rating of ineffective a performance improvement plan will be implemented to accelerate development of teaching quality to an effective level.</p>			

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Completing of Formal Observations and Evaluations	Principal, Asst. Principal	1x/year for formal observation/evaluation	Formal Evaluation Documents
Process for Implementing Action Step			
<p>The school will utilize an evaluation plan that is compliant with the following requirements of ARS 15-189.06 including:</p> <ul style="list-style-type: none"> • All teachers will have at least one evaluation per year by a qualified school evaluator • The evaluation system will meet the below criteria: <ul style="list-style-type: none"> ○ Is designed to improve teacher performance and student achievement ○ Includes the use of quantitative data (representing 20-33% of the evaluation outcomes) ○ Includes four performance classifications (highly effective, effective, developing, and ineffective) <p>The Charlotte Danielson Framework for Teaching will be utilized to evaluate the teaching performance component and will account for 80% of the teacher evaluation rating.</p> <p>Student academic data will account for the remaining 20% of the teacher evaluation rating. Student academic data utilized will include a combination of proficiency and growth data obtained through school level assessments, as well as teacher created Student Learning Objectives (SLOS). The exact data sources, targets, and point values will be determined by the school Principal and may vary by subject area and grade level taught. The incorporation of student data into the overall evaluation rating ensures that focus remains on development of improved practices that results in increasing positive student outcomes.</p> <p>At the start of each school year staff will be provided with an overview of the evaluation model. Teachers will be provided with the specific student data to be used and the rating system for consideration of this data. Creation of Student Learning Objectives and discussion of teacher specific goals and student data will be ongoing during the informal observation and feedback cycle occurring bi-weekly.</p> <p>Starting in January the Principal will begin to implement the formal observation process, to evaluate the Teaching Performance Component of the evaluation. Each teacher will complete a self-review utilizing the domains and sub-domains of the Charlotte Danielson Framework for Teaching, as well as a review of student level data. A date and time for formal lesson observation will be established. Prior to the observation date a pre observation meeting will be scheduled for each teacher. This provides the teacher with an opportunity to share lesson plans, discuss the self-review, and provide any additional context about the lesson to be observed. After the pre-conference, the principal will observe the lesson at the established date and time and utilize the Charlotte Danielson Framework for teaching to guide their observation and assessment. A post observation meeting will then be scheduled, for a date no later than 2 weeks after the observation. In this meeting the principal will discuss areas of strength and provide feedback on opportunities for growth based upon evidence collected during the observation. Action plans and follow up steps will be identified.</p> <p>During the late spring/early summer the principal will finalize collection of student data outcomes for each teacher. A final evaluation meeting will be scheduled for each teacher. During this meeting the</p>			

principal will review the results of the Teacher Performance Component and will present the Student Data Outcomes information. The teacher's overall rating (80% Teaching Performance and 209% Student Data) and performance designation (highly effective, effective, developing, and ineffective) will then be provided. Action plans and follow up steps will be identified.

Professional Development

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Creating Annual Professional Development Plan	Head of School, Principal, Assistant Principal	1x/year, updated throughout the year	Professional Development Plan

Process for Implementing Action Step

Prior to the start of each school year the school leaders will collaborate to create the school Annual Professional Development Plan.

To create this plan leaders will consider State or Federally mandated compliance topics, topics aligned to state Department of Education initiatives, topics aligned to current research on instructional best practices, topics aligned to school specific goals, topics aligned to teacher observation and evaluation data, topics aligned to responses obtained from teachers in needs surveys, topics aligned to the program of instruction and topics aligned to areas of need as demonstrated by student achievement and outcomes.

After gathering relevant topics from the categories above leaders will work to prioritize topics by determining which topics may provide skills and knowledge foundational to others, and which topics are most impactful to achievement of stated school goals. In this way leaders will establish a focus on a handful of specific training initiatives, ensuring that Professional Development opportunities are intentional and focused, and meaningful efforts can be devoted to implementation of strategies presented. For each focus area selected leaders will also consider what subgroup specific training may need to be provided as relevant to that topic.

The plan will map what training is to be provided prior to start of school year, as well as a calendar of topics for in year professional development. Some topics may be addressed multiple times in a progressive fashion. A minimum of one large or small group formal Professional Development opportunity will be presented each month, however Professional Development will also occur in ongoing team meetings as well as in the informal observation and feedback cycle.

In the initial plan, openings will be left for timely Professional Development needs that surface during review of student data in ongoing data meetings.

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Implementing the Professional Development Plan	Principal, Assistant Principal	Ongoing	Professional Development Agendas and Presentations, Teacher Deliverables, Observation Data and Feedback Session Notes
Process for Implementing Action Step			
<p>Since the Professional Development Plan will be developed intentionally with an eye towards a limited number of goal-aligned high impact strategies, there will be ample opportunity to focus on meaningful implementation of strategies presented.</p> <p>Topics that were mapped to be addressed multiple times will naturally provide a progression of training opportunities. For example, English teachers may first attend a presentation on using rubrics to grade student writing. During the informal observation and feedback cycle, this might be a focus area for the principal. He or she might observe the teachers presenting and explaining the rubric to students, and then providing aligned instruction. During the feedback session the principal might ask the teacher to share a graded writing sample and talk through how he or she rated it. The principal might provide feedback on how the teachers use of the rubric could be improved. During the next PD opportunity teachers might be asked to individually score a writing piece, and then engage in group discourse on how each teacher rated each element and why, with the intention unpacking the judgements teachers were making and the evidence they were utilizing.</p> <p>During staff meetings, shared Professional Development focus areas will be consistently revisited, with report outs on status and progress on each area. During these meetings implementation of PD strategies will be reviewed in the context of student data to determine if implementation is impacting student performance.</p> <p>Leaders will collect teacher feedback on each Professional Development session via survey. The Survey will ask a series of questions aimed at understanding participant satisfaction, impact on professional practice, how the teacher plans to implement what was learned, what the teacher believes is needed to implement successfully, and feedback on how the session could be improved.</p>			

Monitoring Implementation and Follow-up

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Completing Informal Observation and Coaching Cycles	Principal, Assistant Principals	Bi-Weekly	Observation and Feedback Surveys
Process for Implementing Action Step			
The school Professional Development plan will identify focus areas for professional development, and these focus areas will be incorporated into informal observation and coaching cycles. During feedback			

sessions the leader will provide teachers with input on their implementation of focus area strategies and techniques. Goals created may align with these strategies as well.

Action Step	Person(s) Responsible	Frequency and/or Timing	Evidence of Implementation
Creating the Professional Development Plan	Principal, Assistant Principal	1X/year	Professional Development Plan, PD Agendas
Process for Implementing Action Step			
During the creation of the Professional Development plan school leaders will identify the focus areas for PD. With each designated focus area will come a determination of what subgroup specific training will be needed. For example, if the school determines that early literacy is a PD focus area for the year the school will incorporate specific trainings on topics such as improving exposure to vocabulary for EL students, or how to bolster vocabulary development for students living in poverty. If in year data review shows specific weaknesses in subgroup performance additional training opportunities will be provided to address these needs.			

Strategies for Effectively Serving Special Populations

The school can support the academic needs of a wide range of students, and it provides excellent support for English Learners by combining words and images, as well as audio and visual content, and audio translation when needed. Within the LMS teachers can provide modifications to curricular offerings to meet the various educational needs of each student. Teachers may add to the curriculum and the learning experience by uploading teacher developed material unique to the student population and can limit distribution of those materials to specific students if the need should dictate. Teachers can also modify the course delivery queue to accommodate slowing the delivery of course content and subject matter exposure for each individual student as needed to allow students to move toward mastery of subject area content at their own pace. In all cases of modifications, the state standards for instruction will provide the parameters that modifications will adhere to. Additionally, topical supplementary information and materials may be uploaded as required. Such material may consist of video tours of libraries and museums, podcasts, and informative talks and reviews. Overall, the school envisions a personal learning experience of the future that combines the best of online learning with its capacity for individualized self-paced instruction, featuring an innovative, interactive curriculum.

After students are enrolled, the Charter School will ensure their success by providing a 1:1 groundbreaking tutorial that supports students with mentoring, highly qualified teachers, coaches, and mentors vested in the students' personal success. Home visits conducted both electronically and face-to-face help families become familiar with supporting the children and young adults in their schoolwork. Additionally, families will have educational materials and learning resources not only for the use of the children but also to support family education to fully engage the students in learning activities. To be sure the "Digital Divide" is narrowed, all students will receive a loaned laptop computer at no cost and families will receive ISP reimbursement from the school so students can fully participate in the school's offerings. Supplied equipment will be configured, imaged, and have required software needed to assure that students are able to fully participate in the educational program. Broadband connectivity is required to optimize the learning experience. However, lesser bandwidth will allow access, but the user experience

will be compromised. In rural areas, that may not have broadband available, students will be provided “WIFI hotspots” for connection through mobile carriers. In all cases, students will be supported as needed to assure accessibility to the online program.

Upon enrollment a family “Learning Coach” will be identified to serve as the primary contact between the school, home, and student. The learning coach can be the parent, legal guardian, or, for students at the age of majority, the student themselves. The learning coach provides supervision of the student and acts as the student advocate in interaction with school staff. The learning coach can request additional services for the family, if needed, to facilitate the learning progress of the student. Services such as tutoring, referral to family counseling, special education screening, health and welfare referrals, etc.

Beginning at first grade “Success Coaches” will be added to the services provided for families. The success coach will foster a family relationship to assist parents and students in the support of educational achievement. The coaching services include parent training, student motivation and attendance monitoring and remedial intervention. Their activities will supplement the adult to student ratio and will be an active part of the educational team for students. The coach assigned to a family will remain serving the same family during the entire duration of the student’s enrollment in the school. Generally, the coach to student ratio will be 50:1.

Special Education Population

All special education services at the school will be delivered by individuals or agencies qualified to provide special education services as required by the State of Idaho. The school will be responsible for the hiring, training, and employment of site staff and online staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School will ensure that all special education staff hired or contracted by the school are qualified pursuant to state policies, as well as meet all legal requirements. The school will be responsible for the outsourcing or hiring, training, and employment of itinerant staff necessary to provide all needed special education related services to students, including, but not limited to, speech therapists, occupational therapists, physical therapist, behavioral therapists, and psychologists. Parents/guardians will receive transportation funds to provide for any instructional services identified through the IEP process.

Additionally, the school will provide special education instruction and related services in accordance with the IDEA, State of Idaho requirements, and applicable policies and practices of the Idaho, Department of Education. All special education services at the school will be delivered by individuals or agencies qualified to provide special education services as required by the State of Idaho. Search and serve practices will be employed to help assure that all students enrolled receive FAPE. The school will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers and paraprofessionals.

Search and Serve

Screening / Interventions

The school will not rely solely on parents to request special education services for their student but will have a system in place to locate students in need of services. The school will screen all students for disabilities within 45 calendar days after a student enrolls without appropriate records of screening, evaluation of progress in school, or upon notification of concern by the parent. The school screening procedures will include hearing and vision status and consideration of cognitive, academic, communication, motor, social, behavioral, and adaptive development.

If the screening process or review of records indicates a concern, the school will act, including but not limited to the following possible pre-referral intervention strategies: vision or hearing acuity screening, social or emotional interventions, academic interventions, such as remediation or programmatic adaptations, referral to a pre-referral intervention team, etc. If the school suspects the student may be a student with a disability in need of special education and related services, the student will be referred for a full and individual evaluation.

Evaluation

To determine whether a student is eligible to receive special education and related services, the school will conduct a full and individual evaluation to determine whether a student is or continues to be a student with a disability under the IDEA. The evaluation will be conducted by a multidisciplinary evaluation team (MET), which includes the IEP team members and other qualified professionals. The initial evaluations and reevaluations will be completed within 60 calendar days. The 60-day evaluation timeline will begin in either of two ways:

- (1) If the evaluation is initiated by a parent, the 60-day timeline begins on the date the school receives a written parental request for an evaluation.
- (2) If the evaluation is initiated by the school, the 60-day timeline begins on the date the school receives informed written consent to evaluate from the parent.

The 60-day timeline will conclude in either of two ways:

- (1) If the school does not suspect the student has a disability, or does not believe an evaluation is warranted, the school may refuse to conduct an evaluation by issuing a prior written notice (PWN) to refuse to evaluate. The timeline ends on the date the school provides the PWN to the parents.
- (2) If the school agrees to conduct an evaluation, whether it was initiated by the school or a parent, the 60 days conclude on the date the MET makes an eligibility determination—a decision as to whether the student is or is not eligible to receive special education and related services.

The school will adhere to Idaho regulations regarding exceptions. Exceptions to the 60-day rule are permitted in situations where the student changes schools while the evaluation process is underway or if the parent repeatedly fails or refuses to produce the student for the evaluation. Under Idaho rules, the school and the parents may agree in writing to extend the timeline by an additional 30 days if it is in the student's best interest.

Consent

Before the school conducts the evaluation, prior written notice proposing to evaluate the student and obtain informed written consent from a parent will be provided. Prior to conducting an evaluation, the school will obtain the parent's informed written consent based on the MET's review of existing data and determination of what types of additional data to collect. In the case of a reevaluation, the school will proceed with additional assessments if warranted without informed written consent once reasonable efforts to obtain such consent from the student's parents have been made without response.

Evaluation Procedures

In conducting an evaluation, the school will assess the student in all areas of suspected disability, using a variety of assessment tools and strategies, not just a single measure or assessment, that provide relevant information for determining whether the student is a student with a disability and the appropriate educational program for the student. The evaluation will be sufficiently comprehensive to identify all of

the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been determined eligible.

Evaluation Process

In order to ensure students are evaluated in all areas of suspected disability and determine whether a student is or continues to be a student with a disability, the school will adhere to IDEA's evaluation process as outlined below:

- 1) Review of existing data
 - a) Current information provided by the student's parent(s)
 - b) Current classroom-based assessments
 - c) Teacher and related service provider observations
 - d) Formal assessments such as state and district-wide assessments
- 2) Team determination of whether to collect additional information in order to determine whether the student is or continues to be a student with a disability:
 - a) If additional data are not needed to determine eligibility
 - Issue prior written notice to refuse evaluation
 - Inform parent(s) of the right to request additional data
 - Proceed to eligibility considerations
 - b) If additional data are needed to determine eligibility
 - Issue prior written notice to propose evaluation
 - Obtain parent's informed written consent
 - Conduct assessments, observations, etc.
- 3) Eligibility considerations
Upon review of all data the team will determine:
 - The present levels of academic achievement and functional performance of the student
 - The student's educational needs
 - In the case of a reevaluation, whether additions or changes to the special education and related services are needed
 - Whether the determinant factor is based on educational disadvantage
 - Whether the determinant factor is based on limited English proficiency
- 4) Eligibility determination
Based on the review of existing data and new data collected (if any), and taking the eligibility considerations into account, the team will determine if the student is or continues to be a student with a disability and his/her educational needs, specifically:
 - Whether the student has a disability
 - Whether the disability adversely affects the student's ability to access the online general curriculum
 - And by reason thereof, whether the student needs special education and related services to make progress in the online general curriculum

Consent for Initial Provision of Services

The school will make reasonable efforts to obtain informed consent from the parent for the initial provision of special education and related services to the student. If the parent fails to respond or refuses to consent to services, the school will not provide the services and will not challenge the parent's decision by requesting mediation or a due process hearing. If the parent fails to respond or refuses to consent to services, the school will not convene an IEP team meeting or develop an IEP for the student.

Implementing the IEP

The school will implement each student's IEP as soon as possible following the IEP meeting at which the IEP is developed. If an IEP is in effect from a former school prior to enrollment the student will remain in "Stay Put" status and all former services will be continued and Virtual Preparatory Academy of Idaho's will provide special education and related services until such time a new change of placement IEP commences. The school will ensure that IEPs are accessible to each regular education teacher, special education teacher, related service provider, or other service provider who is responsible for implementing that IEP, and that each of those individuals is informed of his or her specific responsibilities related to the implementation of the IEP. All relevant the school personnel will be informed of the specific accommodations, modifications, and supports that must be provided to each student in accordance with his or her IEP.

Transfer Students

If a student with a disability who has an IEP in effect and who, during the school year, transfers to the school from a school within Idaho, FAPE will be provided, including services comparable to those in the IEP from the sending school until the school adopts the previous school IEP or develops and implements a new IEP. In the case of a student with a disability who has an IEP in effect and who transfers during the school from a different state, the school, in consultation with the parents, will provide that student with a FAPE, including services comparable to those in the IEP from the sending school until such time as the receiving school conducts an evaluation, if determined to be necessary, and develops and implements a new IEP. In either case, the school will request records from the previous school within 5 school days.

IEP Team

IEP team membership will follow state and federal law. The school will be responsible for having the following individuals in attendance at the IEP meetings:

- 1) Not less than one of the student's parents, or the adult student, if legal rights have transferred (which, in Idaho is at age 18).
- 2) Not less than one of the student's regular education teachers (if the student is or may be participating in the regular education environment).
- 3) Not less than one of the student's special education teachers, or where appropriate, not less than one of the student's special education providers.
- 4) A representative of the student's school who:
 - is qualified to provide, or supervise the provision of, specifically designed instruction to meet the unique needs of students with disabilities.
 - is knowledgeable about the general curriculum.
 - is knowledgeable about the availability of the school resources.
- 5) An individual who can interpret the instructional implications of evaluation results—who may be one of the team members already serving in another role.
- 6) At the parent's or school discretion, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate.
- 7) Whenever possible, the student with a disability.
- 8) If postsecondary transition services are being discussed, the student and representatives of other agencies who are likely to be responsible for paying for or providing transition services.

- 9) If the public agency is considering a private school placement, a representative of the private school.
- 10) If a student with a disability was previously served under Part C of IDEA (early intervention related to infants and toddlers), if the parent requests, the student's Part C service coordinator, to assist in the smooth transition of services at the initial IEP meeting.

Least Restrictive Environment

The school will follow the IDEA's least restrictive environment (LRE) provision which requires that, to the maximum extent appropriate, students with disabilities, including students in preschool, public or private institutions, or other care facilities, are educated with students who are not disabled, and special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only when the nature or severity of the student's disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. In each case, the IEP team must decide the most appropriate educational setting in which the student can receive a FAPE given his or her unique needs. The IEP team will determine which environment puts the least number of restrictions on the student's opportunity to learn. In a situation where a student will not participate fully with peers without disabilities, the IEP must include an explanation of why and to what extent.

Continuum

The school will ensure that there is a continuum of alternative placements available to meet the needs of students with disabilities who cannot be educated in the online program for part or all the school day. The continuum will be designed to ensure that there is an appropriate setting for each student with a disability, based on the student's specific needs, and includes onsite classes, RSP instruction, tutoring, and home instruction.

Students determined in need of itinerant or supplemental level of support will access the general education curriculum with adaptations and modifications as outlined in their IEP within the general education online delivery with their typical peers. Special education and general education teachers will collaborate to make necessary adaptations and modifications within the online environment. Students may receive more intense instruction in small groups (with or without general education peers) or one-on-one sessions, depending on the specific needs of the students.

Students that qualify for the alternative state assessment, The Multi-state Alternative Assessment (MSAA), will utilize a comprehensive program using an alternative curriculum which will include core content, social skills instruction and daily living skills based on individual needs.

Alternative placements are considered when the online educational environment is no longer meeting the needs of the student and the IEP team determines that a student needs more intensive supports and programming. Alternative placements include home-based settings or removal from the program to a more appropriate placement.

The Placement Decision







The placement decision will be made by a student's team, including the parents and other people knowledgeable about the student, the meaning of the evaluation data, and the placement options. Placement will be last in a series of decisions and will occur only after a student is evaluated and an IEP is developed. The appropriate goals, services, and supports will be determined before deciding where they will be provided. Placement will be reviewed annually and will be individually determined for the student based on the IEP goals and services to be provided. Factors that will be considered in determining

placements include the educational benefits to the student with a disability, the non-academic and social benefits to the student, and the degree of disruption that the student will cause to his or her learning and the learning of others. Factors that will not be considered in determining placements include the student's category of disability, the severity of the disability, and the availability or cost of placements or special education and related services.

Assistive Technology & Accessibility

The school will provide students with Assistive Technology (AT) as defined by Federal IDEA 2004. "Any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability." IEP teams will consider assistive technology needs for every student with an IEP. Students determined in need of assistive technology will have access to screen readers, text readers, dictation and word prediction software, large monitors, touch screen monitors, communication devices, alternative keyboards and mice, and other assistive technology as specified in the students' IEP.

The charter school will provide an array of adaptive technologies consistent with best practices in the field to assure access to the learning programs for all students. Specifically, the following supplemental support adaptations will be provided:

	Speech to Text transcribe, translate, generate video captions & more. Includes auto-punctuation, auto-save and timestamp
	Text to Speech Highlight any text for it to be read out loud
	Online Document Annotation and Markup Tool You can highlight, underline, and strikethrough text in PDF and other document formats. You can also add text boxes, shapes, and images. Kami works with Google Drive, OneDrive, and Canvas
	Online Calculators Graphing, Scientific, Four Function and Matrix
	Reading Support Lowers text to multiple reading levels without changing the content delivered. Classic literature available
	Voice Recording Can be used to support students who need to provide verbal responses or for teachers to provide auditory support. Can be sent as a link and embedded into text

StrongMind and eDynamic courses include Text-to-Speech software to help students who may have deficiencies or trouble reading. The courses also include Audio-to-Text translation software allowing for both text and audio translations in multiple languages. The Canvas LMS has been evaluated by WebAIM,

a third-party authority in web accessibility, according to WCAG 2.1 standards. Testing is regularly conducted using automated tools, assistive technology (such as screen readers, keyboard testing, etc.), and coding best practices. As of August 2018, WebAIM certifies Canvas to be substantially conformant with Level A and Level AA of the Web Content Accessibility Guidelines version 2.0.

- Teachers can provide accommodations based on student needs in Canvas in the following areas:
- Testing and Quizzes
- Modification of Teaching Materials
- Audio to Text
- Translation of Language
- Etc.

Within the AMP (Accel Management Platform) system, both curriculum and courses allow teachers to adapt their courses. Canvas is the LMS used by all students. Canvas has been rated by WebAIM certification that Canvas is substantially conformant with Level A and Level AA of the Web Content Accessibility Guidelines version 2.0. Teachers can also adapt any lesson in the live web conference sessions with students. Teachers have access to lesson modification tools and can create custom assessments. Teachers can personalize a student's learning path by assigning supplemental or enrichment content and by allowing the student to accelerate or slow down in a course. They can also add content specific to any courses as required by IEPs or 504 accommodations. The assigned resource teacher will consult with the online teachers to determine the best and most effective modifications to be made. The resource teacher will facilitate the modification of the student's learning plan to reach the stated goals in the student's IEP.

All students will be provided the technology required to participate in the charter School program. At no cost to students or their family, a loaned laptop computer will be provided as will reimbursement for ISP costs associated with ISP subscription during the time students are enrolled in the charter School. As needed, assistive technology will be provided at no cost as is required and specified in the student's IEP. To help alleviate the lack of broadband services in some communities a "Cellular Hotspot" will be provided. The lack of broadband access is the only limiting factor for the population targeted for services by the charter School.

The school recognizes its legal responsibility to ensure that no qualified person with a disability will, based on disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the school. Any student, who has an objectively identified disability that substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School. A 504 team will be assembled by the Principal of the Charter School and will include parents/guardians, the student, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records, including academic, social, and behavioral records and is responsible for deciding as to whether an evaluation for 504 services is appropriate

Plan for Students Who are Academically Low Achieving

The gap in achievement between students from different socioeconomic and racial/ethnic backgrounds is one of the most persistent challenges facing educators, a challenge that has become increasingly imperative for schools to conquer as they struggle to meet goals. The Response to Intervention (RTI) model is used as a vehicle for closing the achievement gap between different subgroups of students. The RTI model identifies three distinct tiers of service delivery. Most of the students' will need only Tier 1

services, the least expensive and most broadly available options for serving needs. A smaller percentage of people, however, will need more specialized assistance, or greater “dosages” of intervention; Tier 2. The third tier is reserved for those students who need the most intense assistance. The success of this intervention model hinges on teachers’ and administrators’ ability to keep as many students in the primary and secondary intervention as possible, thereby concentrating resources on those students most in need of intensive aid, those in Tier 3. In applying the RTI model on a school-wide basis, schools are expected to change the allocation of resources and re-engineer their design and delivery of instruction in keeping with the tenets of the three-tier approach. Such reallocation of resources is projected to boost the academic performance of all students, not just those undergoing screening for possible entry into special education programs.

This model is applied at Virtual Preparatory Academy of Idaho through the following methods:

- a. Screening: Placement tests, used in conjunction with any other assessment portfolio information we have on the student and placement according to that screening (of course, we never use a single data point – and this does not apply to certain populations, such as students with IEPs or EL).
- b. Progress Monitoring: Virtual Preparatory Academy of Idaho will use the iReady to monitor students’ progress against national standards. In addition, teachers will use iReady Benchmark assessments to monitor progress on specific strands via curriculum-based measures (weekly, on average). Students with IEPs have goals and objectives with skills that are directly linked to standards and benchmarks, and weekly probes are taken to progress monitor students toward the annual goals and objectives.
- c. Intervention: In Tier 1, all students in the class receive differentiated instruction from the teacher. In Tier 2, the student who is struggling or identified as at-risk, works with intervention programs or groups to fill in gaps in learning. The student still receives instruction from the classroom teacher that is supported by the intervention programs. In Tier 3, students who are still struggling while receiving intervention from the teacher as intervention programs begin the Intervention Assistance Team process.

By not tracking students academically, we avoid labeling and lowering expectations for some students at a young age; the philosophy of the Charter School is that all students work on an equal playing field, with systems in place that foster an individualized-learning pace, with high, yet appropriate, expectations for all. The long-term relationships students and families build with school staff will help identify and nurture students who might otherwise slip through the cracks in a more institutional school environment. If students are not progressing appropriately, even with differentiated instruction and informal strategies, the Charter School and parent will continue to work together to refine strategies for success, including potential referral to the Student Support Team for more formal levels of support and intervention.

Virtual Preparatory Academy of Idaho will have a no social promotion policy, which means that we use various assessments to determine the appropriate grade level of a student. Specific performance goals will be established once baseline data is available. The diagnostic and prescriptive nature of online learning enables Virtual Preparatory Academy of Idaho to custom-tailor curricular materials to individual student needs and monitor their progress. The program itself generates instructional assignments to promote proficiency in areas of weakness.

Plan for Students Who are Academically High Achieving

The online format allows for a high degree of differentiation and use of the multiple intelligences such that a student’s unique talents and gifts are accentuated through implementation of this curriculum.

A student identified as academically high achieving is easily afforded the opportunity for enrichment and acceleration in the flexibility offered through this curriculum. In fact, philosophically, all students at the Charter School will essentially be treated as academically high-achieving students - they will benefit from Personalized Student Achievement Plans and will be guided in a learning experience designed to build strong fundamentals in an enriching, challenging context. Lessons will feature an “Above and beyond” segment that provides supplementary materials and suggestions for further study, allowing a continuum of learning possibilities. Teachers will guide students to the appropriate materials based on their Personalized Student Achievement Plans and goals and will help students challenge themselves and exceed their goals at every step. The curriculum offers the flexibility for students to work beyond grade level. Coursework includes numerous Advanced Placement options for advanced high school students.

Professional Development Plan

The school calendar provides for ten (10) days of staff development at the beginning of the school year and three days at the end of the school year. Also, additional staff development days may be scheduled for an additional four (4) days if the need should arise.

Learning best occurs when teachers and administrators are well-prepared, best practices are employed, the students are engaged, and the lessons suit individual needs. The school educational approach features an innovative curriculum, a high degree of connectivity and personalized attention, intensive teacher training and inquiry-based student-centered learning. Its program focuses on practical application of knowledge and strong parent and community involvement. Through effective use of technology, it enables teachers to custom-tailor academic programs to the students’ unique skills and interests, all aimed at optimizing the students’ learning experience.

Personalized instruction and continuous assessment are cornerstones of the Charter School. All staff will receive numerous hours of in-service education related to online student engagement, boosting achievement in the online environment, monitoring student progress in the online environment, working with subgroups in the online environment, and other topics. They will also receive professional development in both in-person and online modalities. Along with participation in online professional learning communities, staff will be trained in techniques of differentiated instruction, enabling them to identify students’ learning styles and to create learning activities compatible with the students’ needs. At the same time, the staff will be trained to use various assessments and how to interpret those results to personalize instruction for based on individual student needs. The school professional development program design is based on needs as measured by surveys, interviews, and observation; and the experience of the personnel, who remain up to date on new as well as tried-and-true teaching methods and strategies. Staff will receive up to two weeks of training before the school year begins, and ongoing training will continue throughout the school year, based on detailed assessments of staff and student needs.

The school, using staff development tactics, will determine the goal for the implementation of each Idaho learning standard and carryout an evaluation of effective of implementation. Prior to the start of each school year the school leaders will collaborate to create the school Annual Professional Development Plan. To create this plan leaders will consider State or Federally mandated compliance topics, topics aligned to state Department of Education initiatives, topics aligned to current research on instructional best practices, topics aligned to school specific goals, topics aligned to teacher observation and evaluation

data, topics aligned to responses obtained from teachers in needs surveys, topics aligned to the program of instruction and topics aligned to areas of need as demonstrated by student achievement and outcomes.

After gathering relevant topics from the categories above leaders will work to prioritize topics by determining which topics may provide skills and knowledge foundational to others, and which topics are most impactful to achievement of stated school goals. In this way leaders will establish a focus on a handful of specific training initiatives, ensuring that Professional Development opportunities are intentional and focused, and meaningful efforts can be devoted to implementation of strategies presented. For each focus area selected leaders will also consider what subgroup specific training may need to be provided as relevant to that topic.

The plan will map what training is to be provided prior to start of school year, as well as a calendar of topics for in year professional development. Some topics may be addressed multiple times in a progressive fashion. A minimum of one large or small group formal Professional Development opportunity will be presented each month, however Professional Development will also occur in ongoing team meetings as well as in the informal observation and feedback cycle.

Staff development will be provided in three categories of interest divided by:

- Early Education and Elementary Education
- Middle School Education
- Senior High School Education

Early Education and Elementary Education

In addition to the general topics teachers of this level will receive in depth assistance delivered by experts in reading and facilitating the planning of reading intervention measures appropriate to grade level and be guided in sheltered English immersion instructional strategies

Middle School Education

In addition to the general topics, teachers of this level will receive in depth assistance delivered by experts in departmentalized mathematics and English language development. The teachers will be guided in sheltered English immersion instructional strategies and modifications of curriculum delivery to meet the needs of special populations.

Senior High School Education

In addition to the general topics teachers of this level will receive in depth assistance delivered by experts in departmentalized mathematics, science, and English language development. The teachers will be guided in sheltered English immersion instructional strategies and modifications of curriculum delivery to meet the needs of special populations. In addition, they will be provided information on Career/College Planning for students and college admission requirements.

The charter school provides teachers/supervisors with ongoing training and devotes 15 days the first year and 15 days each additional year towards professional development. Professional development opportunities prior to the start of school are represented in the structured school calendar depicted above. The calendar specifies ten (10) days of staff development prior to the start of school.

Teachers new to the charter school and those returning receive and participate in two weeks of pre-service training. This training gives teachers a solid set of tools, strategies, and resources to help them implement the curricula successfully and foster success in students.

Week (1) of pre-service training is presented by charter school staff in a style that models the effective teaching strategies teachers are to use in their virtual classrooms. Not only do participants learn about effective teaching strategies, but they also experience them. During each day of the five-day training teachers explore, practice, and apply pedagogical philosophies, and strategies in community building, classroom and/or online educational management, informal and formal assessment, and effective teaching.

During Week (2) of pre-service training, new teachers are joined by returning teachers. During this week, teachers apply their new knowledge gained during Week (1) at a more in-depth level. Teachers work together to become familiar with their curricula, identify and apply effective teaching strategies, and connect with standards. Teachers then write lesson plans to reflect these goals. They also practice implementing on-line lessons for their peers and supervisors gaining valuable feedback to ensure that their first days in the on-line classroom are confident and successful. During training, teachers also receive brief checklists outlining the essential elements that should be evident as they teach language arts, math, science, and social studies.

Teachers receive ongoing support during weekly group meetings and an additional five in-service days throughout the year. A charter school newsletter is also sent out to staff on a regular basis providing updates, hints, reminders, and other information gleaned from student performance data that supports and guides in meeting the needs of students.

Staff development at the charter school will be tailored to the student population and to instructional strategies. Workshops provided for teaching staff will include, but are not limited to, reclaiming youth at risk, resiliency training, and the application of technology in instructional settings, Common Core State Standards, assessment, and the development of learning plans.

To reward excellence in teaching and mentoring, charter school staff have a professional track including a variety of seminars and conferences teachers may attend based on their individual professional development plan. The charter school will allocate resources to professional development opportunities as part of the efforts to attract and maintain highly qualified staff.

The charter school is committed to providing continuous opportunities to better teaching and leadership at the charter school. Teachers will engage in pedagogy trainings as well as development opportunities in subject matter, licensure, or continued education experiences in their fields. The approach is two-fold. Teachers and leaders will work on their own development in their fields of expertise as well as receiving cross-curricular training to understand curriculum implementations. This is crucial for teachers and leaders to be effective; they must maintain a high standing in their own respect and take ownership of their careers. This leads to the second of our approach; a focus on curricular, instructional, and instructional-climate strategies to improve student success. Teachers and leaders must be armed with the confidence, knowledge, tools, and experience to maximize effectiveness. We therefore pair student performance data, parent satisfaction data and climate findings with instructional strategies that reinforce progress and success or meet the need to change what is ineffective.

During training, teachers also receive brief checklists outlining the essential elements that should be evident as they teach language arts, math, science, and social studies. They understand that these checklists can and will be used for the review of their teaching practices in action. Teachers are

encouraged to keep their checklists in a prominent or easily accessible place so that they have an ongoing reminder of key aspects of an effective learning environment.

Financial and Facility Plan

Fiscal Philosophy and Spending Priorities

The leadership of the school maintains the philosophy of assuring that teachers have the resources and tools to teach, and students have the resources to learn. Additionally, priority is given to the safety of staff and students as the school culture remains highly correlated to student achievement. Working within the constraints of state budget allocations derived from the support unit calculations, the Board will each year set and revise expenditure goals for the up coming school year to assure students, staff, and families can fully participate in the school program.

Expenditure Priorities:

- Fully licensed professional teaching and leadership staff.
- State of the art online curricular offerings.
- Equipment to support student learning in an online environment.
- Student assessment and progress reporting.
- Teacher professional development.
- Leadership development
- School operations
- Board training.
- Family outreach

Facilities

The fundamental design of the proposed charter school is to serve chronically absent and underserved youth within a statewide general population through on-line learning. The facilities needed for the school are minimal due to the instructional program design. Students will be assigned to teachers that are available in proximity of the student's home addresses. Teachers will be teaching on-line classes from a home office and will carry out teaching and other duties as required from their home offices. The location of the proposed administrative and student tutoring facility will be chosen considering its proximity to travel options and itinerant housing availability for staff travel. The proposed facility will be the center of school administration and provide for student parent conferences, IEP meetings, and in person staff development when required. All other facility needs will be rented/leased on an as needed basis to accommodate student residence location within the state for state testing, IEP meetings and other meetings scheduled with parents and guardians in mutually agreed to locations. The primary offices and meeting room requirements are described below.

The required facility will comprise an ~ 4,000 sq. ft. interior space with adjacent parking and access to public transportation in the Boise Idaho area. The 4,000 sq. ft. will house a central school office, meeting rooms, and other space needs as follows:

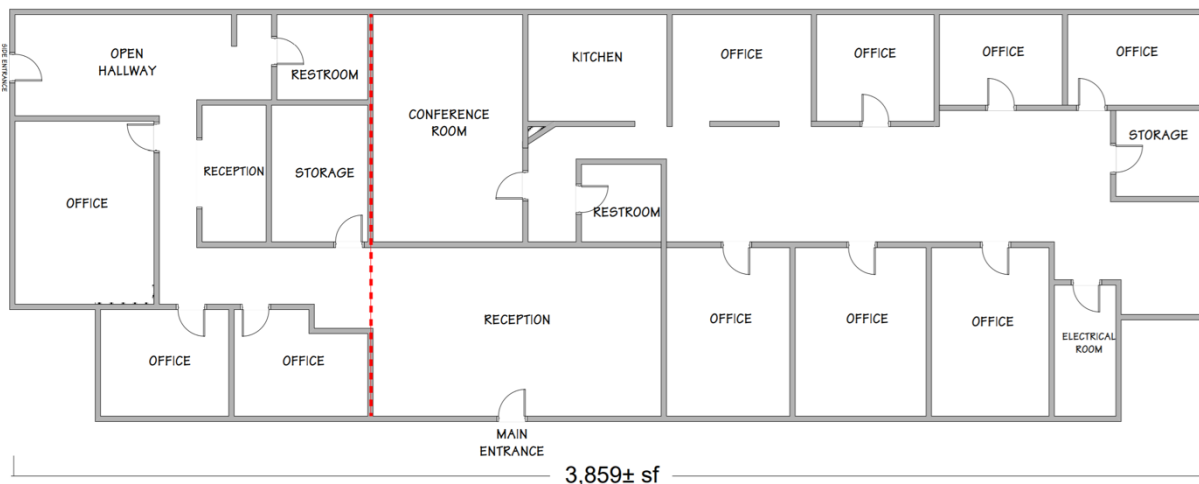
- (1) Main Office/Reception
- (2) Gender Neutral Restrooms
- (4) Staff Offices
- (1) Meeting Rooms
- (1) Food preparation Area
- (6) Individual Meeting Rooms for Individualized Instruction/Teacher Conferences

- (1) Large Training Room
- Various Storage Areas

The facility will be on a lease basis. Current research on median lease costs of a facility in the Boise area is ~\$23/sq. ft.

From the realtor: “As is always true, much depends on what type of product you're seeking, plus location, condition, term, amount of tenant improvement, etc. That market is tight like so many . . . I think we could find you a space for that rate, all in. I even believe we could find you something under that number. I'd feel better if you gave yourself a cushion at \$25 PSF, + electric and janitorial but also feel that if you're not looking for Class A space downtown, we could find you something in the range that you've suggested. [\$23 sq. ft. was suggested]”

The floor plan shown below is an example of the required space utilization that meets the needs of the school as outlined in the charter application and accounted for in the budgeting for startup and the following school years.



Cost estimates are based on the following: Building ~\$18.00/sq. ft., Utilities ~\$3.00/sq. ft., Custodial/Common Area Maintenance ~\$4.00/sq./ft. Contract terms and conditions and sample contract cannot be supplied until charter is granted.

The following real property has been located and serves as a sample of property that may be available in the specified price range and area of Boise:

Alpine Pointe Professional Office
13960 W Wainwright Dr.
Bosie, ID 83713

\$18.50 SF/Yr/FSEJ

Available 3,939 SF

The timeline illustrated below for lease of a facility serving the intended purpose assures the facility considerations will be in place well before the start of the school year in 2022. Securing the facility will follow the indicated timeline.

Facility Timeline

Month	Notice	Action	Completion
December 2021	Commission Approval of Charter	Initiate Charter Implementation	Ongoing
February 2022	Facility Selection Underway	Engage Relator in Boise Area	Identify Acceptable Location and Facility
April 2022	Finalize Lease of Facility	Facility Improvement as Needed	Facility Open for Occupancy
August 26, 2022	Staff Development Begins	Inservice Meetings in Facility	School Operations are Underway

Transportation and Food Services

The charter school is a completely online offering in the state of Idaho. Food services will not be offered. Transportation will be provided for students/parents or guardians to attend state testing sites, IEP, meetings, and one on one counseling/tutoring sessions as required.

Financial Management and Monitoring Plan

It is anticipated that the Board will use the services of an ESP. A contract with Accel is under consideration however no contract has been issued and will only be issued after the development and issuance of an RFP through the competitive bidding process outline in Idaho regulations. In any event, if the Board contracts with an ESP, through a State of Idaho approved procurement process, the VPAI Board will have complete autonomy over the charter school budget, school operations, and management. All other expenditures will either be approved through the budget process or, if additional expenses arise previously unaccounted for in the budget, the school staff will provide information regarding the expenditure and the rationale to the Board prior to the expenditure, which is subject to their consideration and approval. The Virtual Preparatory Academy of Idaho Board will select an independent audit firm.

Prior to the charter being enacted, the VPAI Board will approve an internal controls policy and procedure aligned to state and federal law. The Board Treasurer will be charged with the management of the financial affairs of VPAI and will have the power to recommend action concerning the Board's affairs to the Chair. The Treasurer will cause to be kept and maintained, adequate and correct books, accounts of VPAI assets and transactions, and accurate financial reports.

The Treasurer will send or cause to be given to the members of the Board such financial statements and reports as are required to be given by law. VPAI financial records and reports will be open to inspection by any Board member or state official at all reasonable times. The Treasurer will be the chair of the Finance Committee, will prepare a budget in conjunction with the Head of School, and will monitor financial compliance to the annual budget. The Board Chair will appoint and head an annual audit committee to

oversee the successful completion of the annual audit and address any audit exceptions that may be identified. Specifically, the Treasurer shall:

- Keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts, and disbursements.
- Always make the books of account available for inspection by any Trustee.
- Deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates.
- Disburse or cause to be disbursed the corporation's funds as the Board directs.
- Render to the Chair and the Board, as requested but no less frequently than at the beginning of each quarter, an account of the corporation's financial transactions and financial condition.
- Prepare annual financial report and budget.
- Cause to be made a full and complete audit of the financial statements of the school as required in section 67-450B, Idaho Code. The auditor shall be employed on a written contract. One (1) copy of the audit report shall be filed with the state department of education, after its acceptance by the board of trustees, but not later than October 15.
- Prepare any reports on financial issues required by an agreement on loans.

The school has chosen to contract for back-office support. Listed below is the framework that will establish the conditions for ESP support and the basis of RFP development to comply with Idaho procurement laws. The selected ESP will provide the following services:

Financial Accounting

The ESP will deliver comprehensive business management services including accounting services that follow Generally Accepted Accounting Principles in managing and reporting school financials.

- The ESP will follow a common fiscal year that begins on July 1 and ends June 30 of the following calendar year.
- The ESP will submit ongoing comprehensive financial reporting, including Balance Sheet, Revenues and Expenditures.
- The ESP will submit reports electronically to the Board and school leaders.
- The ESP finance staff will be experienced in working with systems and have experience serving other charter schools.

Budgeting

The school will adopt a budget prior to the commencement of the fiscal year. In accordance with the ID Open Meeting Laws, the school's adopted budget will be posted on school's website before its adoption.

Auditing

The school will have an audit of its financial accounting records conducted at least annually by an independent certified public accountant. The school will hire and contract with an independent certified public accountant for audit services while ESP will support the Board with all necessary documentation and follow-up.

Bookkeeper and Accounts Payable Services

The ESP will provide all services related to accounting including Accounts Payable. Services include:

- Serve as an invoice payment processor for school operations invoices
- Reconciliation of bank and credit card statements

- Run payroll services and reporting.
- Data entry and payment issuance for approved vendors and expenses.
- Management and reporting of expense claims.
- Reconciliation of account receivables and payables.
- Preparation and management of cash flow forecasting and reporting.
- Preparation and distribution of common reports.

Payroll Services

The ESP will provide all employment/payroll services including filing of required tax reports, related payments, and employee W-2s. Monthly reports will be provided to the VPAI Board, and the treasure will work in cooperation with the VPAI school staff to reconcile financial statements.

Board Capacity and Governance

The Bylaws define the makeup of the Board:

“The number of Trustees of the non-profit corporation shall be not less than three (3) nor more than five (5). The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixed at three (3).

The names of the three initial trustees are noted in the Articles of Incorporation.”

“ARTICLE VIII: Initial Board of Directors

The names and addresses of the initial Board of Directors are as follows:

Sonja Howerton
5499 N Discovery Pl
Boise, Idaho 83713-5406

Marjory Scott
5499 N Discovery Pl
Boise, Idaho 83713-5406

Joe Shalleeta
5499 N Discovery Pl
Boise, Idaho 83713-5406”

Upon charter approval additional Board members will be seated to provide for five board seats and term limits will be defined for each member on a rotating basis to permit the existence of a quorum of members for the future.

Founding Board Chair:

SONJA HOWERTON

10448 McKinley Street, Nampa, ID 83687 • 208-869-8138 • sonjahowerton@yahoo.com

SUMMARY OF QUALIFICATIONS

- Innovative business leader with a variety of educational and community-focused programmatic expertise
- Exceptional leader with a track record that demonstrates self-motivation and initiative
- Team-spirited professional, focusing on positive and proactive outcomes and success metrics
- Strategically focused to accomplish business, operational, budgetary, and marketing objectives

Employment History

Idaho Network of Children's Advocacy Centers 7/2021 – Current – Boise, ID Director

- Train, support, and collaborate with state-accredited children's advocacy centers to support victims of child abuse
- Develop and direct professional development events that support state-wide advocacy efforts
- Collaborate and support Multi-Disciplinary Teams that strengthen networks and support for top-quality community support for children maltreatment cases
- Lead and direct state efforts in accordance with the National Children's Alliance
- Write and initiate state, local, and governmental grants that fund and support programmatic and operational functions
- Inspire community action and victim healing through events and promotional efforts, social media, and support groups
- Manage state data points on programmatic services and supports
- Develop and lead Board of Directors in strategic plans and initiatives

Nampa First Church of the Nazarene

Youth and Young Adult Assistant

12/2020 – Current – Nampa, ID

- Coordinate youth programming logistics including communication, event coordination, database management, social media, and promotion
- Communication strategy to keep parents informed and communicate program logistics via work-streams and customer relationship management software
- Develop and coordinate strategic multimedia resources

Heritage Academy

State Reporting Specialist & Board Clerk

8/12 – Current – Jerome, ID

- Specialize in state reporting software and data alignment

- Prepare and distribute Board materials, and communications

Stride, Inc. (K12, Inc.)
Program Manager

10/12 – 11/20 – Remote, ID

- Led large, global, and often virtual groups of multi-disciplinary teams of highly-talented professionals
- Developed and refined project plans that specified goals, strategy, staffing, scheduling, identification of risk, contingency plans, and allocation of available resources
- Coordinated the execution of tasks for successful project plans
- Strategized and deployed programmatic promotion and awareness campaigns across a variety of proprietary and social platforms for awareness that drove programmatic growth and success
- Collaborated with cross-functional team to strengthen programmatic quality and value, and maintained relationships with other departments by recognizing dependencies in order to assess potential partnerships
- Measured project performance with a variety of tools and techniques that monitored the progress of projects, identified and quantified variances, performed corrective actions, and communicated to stakeholders
- Evolved processes, tools and metrics that enabled effective and efficient delivery of company projects and programs
- Innovated new programs and projects that increased customer satisfaction and retention
- Managed team of 40 contracted staff to meet programmatic objectives
- Trained, coached, and mentored junior staff and contractors
- Authored monthly reports and regularly presented to communicate success and opportunities of programs
- Evaluated and developed organized reporting structure for program success measurements and data tracking
- Structured, developed, tracked, and reported budgets

Heritage Community Charter School
Director of Business, Marketing & Community Relations

8/11 – 1/12 – Caldwell, ID

- Managed student data systems to track enrollment, attendance, and grading
- Strategized start up planning and continued maintenance of daily school business
- Networked with community leaders and organizations to maintain public presence and perceptions of success
- Researched and coordinate grant writing and fundraising activities
- Coordinated procurement of curriculum resources for classrooms
- Lead student programming to stand up student leaders and inspire community

K12, Inc.
Local Development Manager

6/05 – 7/11 – NV, UT, ID

- Scheduled, coordinated, and led over 200 events annually that increased awareness of educational programs and choices
- Growth of school enrollment from 300 students to over 3,000 in 4 years
- Developed public relations outreach through community involvement and sponsorship

- opportunities
- Managed special task team and parent volunteer support to help facilitate state coverage and exposure
- Maintained rigorous travel schedule
- Tracked and reported budget controls and reports along with weekly expense reporting
- Initiated community building events that increased our states retention of applicants
- Communicated and presented regularly about success in our state
- Telecommute with self-motivated independence

Northwest Children's Home Caldwell Education Center
Building Administrator

10/02 – 8/05 – Nampa, ID

- Coordinated daily business activities related to running a small private school program, including budgeting and HR controls
- Developed networking connection in the community through service club membership, general fund development outreach and business networking and presentations with the focus to increase community participation and donor relationship development
- Created promotional materials to gain new clients and educate possible donors about education day treatment programs
- Maintained working relationships with local agencies and support groups designated to aid and assist families with mentally ill children. Including: School districts, Health & Welfare, and Private counseling and service agencies
- Assisted teachers and students in their classrooms with assignments, discipline, and curriculum need fulfillment
- Preserved discipline codes and guidelines and researched new methods that would benefit students and teachers in the school setting
- Coordinated staff training and development to meet requirements and codes for special school status

Better Business Bureau, Inc.
Marketing & Events Coordinator

12/97 – 10/02 - Boise, ID

- Hosted and led speaking series in local schools to inform and educate students about consumer education
- Developed enhanced one on one business relationships with professionals in the pursuit of financial sponsorships and funding of several Bureau organized programs
- Budgeted annually for large business recognition event
- Maintained communication efforts with current customers/members for the entire Bureau system through monthly newsletters
- Strengthened communication with professional businesses and public/media presentation
- Designed and published advertisements for promotion in local print media
- Coordinated and assisted in the promotion of television and radio campaigns
- Obtained a wide variety of industry and general consumer information knowledge for the use of counseling and small and large group presentations and continuing educational seminars for professionals
- Managed and enhanced several special focus programs and events with limited budgets

EDUCATION

12/97	Bachelor of Business Administration	Boise State University – Boise, ID
6/11	MBA in Marketing	Grand Canyon University – Phoenix, AZ
6/14	Project Management Course Certificate	Boise State University – Boise, ID

Joseph P. Shulleeta

Boise, Idaho

Objective	To maintain an active lifestyle that includes new challenges and professional growth opportunities in education.		
Experience	2004-present	Westat Research	Rockville, MD
	Positions: Supervisor of Standardized Assessments, Hiring Supervisor, High School Transcript Study, Assessment Coordinator, Assessment Administrator		
	<ul style="list-style-type: none"> • Collaborative planning with School Coordinators, Assessment Administrators and Field Managers to administer National Assessment Educational Progress (NAEP). • Recruit, interview, and hire field staff for data collection in collaboration with Field Manager. • Staff selection, assignment, training, virtual meetings, supervision and evaluation. • Electronic Submission of Field Data, Expenses, Time Sheets, Reports. Use of Excel Spreadsheets, Zoom, MS Word, Outlook 365, Surface Pro Tablets, Routers, Mifi. • Administer standardized assessments electronically in public and private schools. • Work Areas: Idaho, Oregon, Utah, Texas, Washington, and Wyoming. 		
	1997-2003	Roseburg Public Schools	Roseburg, OR
	Principal, Winchester Elementary School (K-6)		
	<ul style="list-style-type: none"> • Supervise operation: Safety, Staff Evaluations, Curriculum and Facilities. • Manage Staff Selection process by screening, interviewing and hiring. • Stayed informed to implement Federal, State and Local requirements. • Resolution of Conflict with staff and community (confidential/professional). • Prepare and Manage a School Site Budget. • Actively Engaged: Team Meetings, Community Partnerships (PTA & Volunteers). 		
	1995-1997	Oakridge Public Schools	Oakridge, OR
	Principal, Westridge Elementary School (4-6)		
	<ul style="list-style-type: none"> • Supervise school operation: safety, staff evaluations, curriculum and facilities • Special Education Director for the school district • Participation at monthly School Board Meetings. • Participated in fund raising and grant writing to supplement school program 		
	1977-1995	Multnomah Education Service District (K-12)	Portland, OR
	Coordinator of Special Education		
	<ul style="list-style-type: none"> • Supervise and Coordinate county-wide school program and services to SpEd students. • Conduct Teacher Training, Staff Meetings, and prepare/implement grants. • Prepare, Submit and Implement Special Ed programs through Resolution of Services. 		
	1975-1977	Boise School District	Boise, ID
	Consulting Teacher (K-12)		
	<ul style="list-style-type: none"> • Behavior Consultant for special and regular classroom teachers. • Prepared and implemented grants for the district. • Teacher Training and grant writing with NWRL 		
	1973-75	Rowland Heights School District	Rowland Heights, CA
	Middle School Teacher (6-8)		
	1970-1973	Los Angeles City Schools	Los Angeles, CA
	Special Education Teacher (9-12)		
Education	1995-1997	University of Oregon	Eugene, OR

- Ed Administration Degree, Principal Endorsement

1971-1974 **California State University** **Los Angeles, CA**

- Standard Secondary Teaching Credential
- Standard Services Credential – Special Education
- B. A. Degree
- M.A. Degree

1969-71 **East Los Angeles Community College** **Los Angeles, CA**

- A.A. Degree

References

Westat, HR 1-800-627-6237 Fax: 301-212-3783
9274 Gaither Road GA L34
Gaithersburg, MD 20877

Roseburg Public Schools, HR 541-440-4010
1419 NW Valley View Dr., Roseburg, OR 97470

Oakridge Public Schools, HR 541-782-2813
76499 Rose St., Oakridge, OR 97463

Multnomah Education Service District, HR 503-255-1841
11611 NE Ainsworth Circle, Portland, OR 97220

Boise School District, HR 208-854-4000
8169 W. Victory Rd., Boise, ID 83709

Rowland Heights School District, HR 626-965-2541
1830 Nogales St., Rowland Heights, CA 91748

Los Angeles Unified School District, HR 213-241-1000
333 South Beaudry Ave., Los Angeles, CA 90017

Marjorie Scott

1680 W. Colchester Drive, Eagle, ID 83616

Cell: 925-336-0816

Email: 52scotts@gmail.com

Retired

2017-Present

Executive Assistant

Finastra (previously Harland Financial Solutions)

2007-2017

400 6th Ave., Portland, OR
503-274-7280

- Includes tasks listed below with the Pleasanton, CA office
- Managed company wide record retention database
- Managed escrow accounts for internal and external customers
- Assisted with corporate filings and some governance

Executive Assistant

Harland Financial Solutions

2003 to 2007

5000 Franklin Drive, Pleasanton, CA 94588
925-463-8356

- Supported EVP with scheduling, travel arrangements, reports, meetings, correspondence
- Prepared reports and presentation material for management
- Managed support for several departments thus requiring strong organizational and prioritization skills to meet deadlines. Support included preparing documents, maintaining records, and event planning
- Worked with Contract Manager in processing and tracking contracts i.e. software agreements, NDAs, and DRC agreements.
- Worked with highly confidential records and maintained integrity of such information
- Worked on multiple projects simultaneously, insuring quality of output.
- Often worked independently, making sound decisions with limited information.
- Created and maintained organizational charts in Visio
- Updated and edited web pages on company intranet
- Created Executive Assistant Standard Operation Procedure manual
- Facilitated communication and workflow among managers and administrative staff

- Set up and coordinated webinars
- Supervised receptionist and sales admin assistant to ensure that work was performed consistently within expectations
- Familiar with policies and procedures governing Harland Financial Solutions
- Database administrator to OnBase system that included problem solving and staff training
- Completed special projects as needed – i.e. annual audit support and record retention

Sr. Administrative Assistant

Harland Financial Solutions

1995 to 2003

(address above)

- Provided a wide range of administrative support to the VP of Product Development and department staff.
- Assisted VP with travel, expense reports, meetings
- Coordinated and processed custom enhancement requests and maintained database
- Created orientation manual and conducted employee orientation
- Prepared and processed department purchase orders and expense reports.
- Created and documented procedures for all aspects of my position

Education / Personal

- San Jose State University – graduated 1975 with BS in Business Administration, Personnel Development

PTA involvement from 1987 through 1995, holding various offices including PTA presidents

James L. Konantz
Jimkonantz1217@gmail.com
Simi Valley, CA

Professional Goal

To serve as a leader in a position that will provide the opportunity to drastically improve the delivery of quality educational services to students.

Education

- **MA** Educational Administration/Supervision California State University, Northridge
- **BA** California State University, San Jose
- **Additional**
 - ✓ Special Education/Learning Handicapped Specialist Credential, California Lutheran University Moorpark,
 - ✓ California Vocational Education/Designated Subjects Credential, University of California at Los Angeles

Professional Credentials/Licenses

- Administrative Services
- Standard Supervision
- Standard Secondary Teaching
- Specialist, Special Education
- Designate Subjects Vocational Education

Summary of Professional Experience

2015-Present	Consultant, Education Initiatives , Offering services in the areas of school improvement, technology integration and blended instruction implementation.
2012-2015	Senior Vice President, Education Initiatives, K12 Inc. , responsible for setting up business operations in the UK and introducing highly effective on-line strategies for education development in the UK. Founded the Erudition Schools Trust and the Charles “Coddy” Walker Primary Academy in North Walsall UK. Serve as Member and Chair of the Erudition Trust Board. Recently developed four new schools in the United Kingdom including a secondary STEM focused academy.
2007-2012	Senior Vice President, Western Region, K12 Inc. , responsible for the oversight of operations and instructional programs in K12 Inc. partner schools in seven states serving over 22,000 K-12 students in “hybrid” and on-line school settings.

Supervised over 900 employees and administered totwenty-seven (27) 501c3 non-profit boards providing oversight to the schools.

Western Region budgeted revenue exceeds \$200M with budget development, expenditure, and audit accountability falling under my supervision. Western Region schools enjoyed year over year growth in enrollment and revenue over five years and exceeded growth targets.

Experienced in charter school development, charter school applications, and implementation. Under my leadership sixteen new schools were established and successfully launched in the Western States, ten (10) in California.

Experience in education facilities selection, design, and build out.

2003-2007 **Head of Schools, California Virtual Academies, K12 Inc.** responsible for overseeing the delivery of standards based educational programs grades K-12 through Internet based media and direct instruction to over 11,000 children throughout California

2002-2003 **Assistant Superintendent, Secondary School Redesign and Charter School Development**, Los Angeles Unified School District responsible for the redesign of existing and new middle and senior high schools allowing for the development and implementation of smaller learning communities and educational structures that support individualization and student achievement.

2000 to 2002 **Assistant Superintendent, Information and Technology, Los Angeles Unified School District** responsible for the operation of the District's information and instructional technology programs. Supervised over 600 subordinate staff responsible for all business, personnel, and instructional technology applications.

1998 to 2000 **Administrator, Instructional Technology, Los Angeles Unified School District (LAUSD)** responsible for the total K-12 instructional technology program in the nation's second largest and most culturally diverse school district.

LYNDON P. NGUYEN

455 E Danika Ln
Garden City, ID 83714-2039

(208) 914-5137
lyndonnguyen@hotmail.com

Professional Summary	My flexibility, creativity, education, experience, and ability to adapt and succeed in various contrasting work environments has allowed me to maintain a competitive edge in various positions.	
Education	Juris Doctorate (JD) , University of Idaho – College of Law, Moscow, ID May 2010 Master of Business Administration (MBA) , Washington State University, Pullman, WA May 2010 M.S. Mechanical Engineering , Texas A&M University, College Station, TX May 2001 B.S. Biomedical Engineering-Mechanical , Walla Walla College, College Place, WA August 1998 <ul style="list-style-type: none"> Minor Degrees: Mathematics & Business Administration Pre-Medicine/Pre-Medical Studies; Business Administration 1993-1995 Pacific Union College, Angwin, CA	
Professional Experience	Attorney at Law , Nguyen Law, PLLC, Boise, ID Nov 2018 - Current Consultant/Owner , Balance Point, LLC, Idaho Falls/Boise, ID Aug 2021 - Current Adjunct Professor , University of Idaho, Moscow, ID Jan 2021 – May 2021 Executive Director , Love Heals Free Clinics, Inc., Garden City, ID Nov 2019 – Apr 2021 Dispute Resolution Coordinator , Idaho State Department of Education – Special Education Programs, Boise, ID Nov 2018 – Nov 2019 Attorney at Law , Moore Smith Buxton & Turcke, Chtd., Boise, ID Mar 2015 – Nov 2018 Attorney at Law , Eberharther-Maki & Tappen, P.A., Boise, ID Jul 2010 – Mar 2015 Law Clerk , Washington State Office of the Attorney General, Pullman, WA Jun 2008 – May 2010 Student Defender , Associated Students – University of Idaho (ASUI) Aug 2009 – May 2010 Manager – Senior Biomedical Engineer , Spine Research Laboratory- Department of Orthopedic Surgery, Baylor College of Medicine, Houston, TX August 2000 – August 2006 <ul style="list-style-type: none"> Managed the Spine Research Laboratory for the Department of Orthopedic Surgery as the Senior Biomedical Engineer Facilitated project planning, implementation, testing, data analysis, & publication editing Consultant Engineer , Medical Metrics, Inc., Houston, TX March 2003 – March 2004 <ul style="list-style-type: none"> Trained staff on the quantitative measurement of intervertebral motion using RadQMA Performed certification of tracked images Research Assistant , Texas A&M University, College Station, TX June 1999 – August 2000 <ul style="list-style-type: none"> Facilitated research on the effects of alcohol and nicotine on the musculoskeletal integrity of adult and adolescent female rats 	
Languages	English – Native Language; Vietnamese – Conversational	
Honors / Awards	Langroise Scholarship, Collegiate Scholarship, Presidential Fitness Award Scholarship Senior Class Valedictorian	
Service	Love Heals Free Clinics, Inc. 2017 Volunteer Income Tax Assistance (VITA), Certified Tax Advisor 1997 & 2008 DePelchin Children's Center, Volunteer mentor 2001 Walla Walla College Learning Resource Center (LRC), Volunteer Math Tutor 1996 – 1997 The Salvation Army, Walla Walla, WA, Registered Volunteer 1996 St. Alphonsus Regional Medical Center, Registered Volunteer 1992 – 1993	
Professional Affiliations	President, Intellectual Property Club, University of Idaho College of Law 2008 – 2009 President-elect, Intellectual Property Club, University of Idaho College of Law 2007 – 2008 Treasurer, Multi-Cultural Law Caucus, University of Idaho College of Law 2007 – 2008 President, Bioengineering Club, Walla Walla College 1998 – 1999	

Board Member Recruitment and Training

Recruitment

The number of Trustees of the non- profit corporation shall be not less than three (3) nor more than five (5). The Board shall fix the exact number of Trustees, within these limits by Board resolution or amendment of the Bylaws. To stagger Board member terms, the founding Board will be three members with one-year terms. Additional Board members will be added upon granting of the charter to the upper limit of five (5).

As of the date on which these Bylaws are adopted, the exact number of Trustees is three (3). The names of the three initial trustees/board members are noted below.

- Sonja Howerton, Idaho Resident Chair
- Marjorie Scott, Idaho Resident Member
- Joe Shulleeta, Idaho Resident Secretary/Treasurer

Additional Application Support:

- James Konantz, California Resident Consultant
- Lyndon Nguyen Idaho Resident Attorney

Election

The Board shall elect the Trustees by a vote of majority of the Trustees then in office, whether the number of trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee. Candidates may be any person who in the Board's discretion it believes will serve the interests of the corporation faithfully and effectively. A nomination committee will be designated by the Board Chair and candidates will be submitted to the full Board for consideration. Election and seating of new Board members will take place at a public meeting.

Terms of Office

The term of office of all members of the initial Board of Trustees shall be one year.

At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one-, two-, and three- year terms. Following the expiration of those designated terms, the term of each Trustee shall continue for three years.

The term of office of a Trustee elected to fill a vacancy in these Bylaws begins on the date of the Trustee's election and continues for the balance of the un-expired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized. Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action. Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action. A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

Board Member Roles and Training

Primary Roles of a Public Charter School Governing Board:

Stewardship

- Act as a steward of the school's mission, vision, and core values
- Engage in stewardship through strategic planning and establishing school culture

School Leadership

- Hire effective school leadership
- Provide a quality coaching and evaluation process for administration by establishing policy to guide the day-to-day work of administration
- Hold school leaders accountable to their management duties

Governance

- Engage in strong governance practices
- Comply with Open Meetings Law and adopt procedures such as Robert's Rules of Order

Oversight

- Provide appropriate oversight regarding academic performance, operational compliance, and financial solvency of the school
- Monitor relevant data regularly to inform decisions, strategic plans, and leadership management

Board training will occur yearly and upon the seating of a new Board member and will be at the recommendation of the PCSC staff as to sources of training for charter school Board members. The training program will consist of four (4) modules. Module One, Introduction to school organization and operations. Module Two, board member roles and responsibilities. Module Three, Ethical leadership, conflict of interest, and Idaho State school finance. Module Four, Roberts Rules of Order, Board agendas, and state of Idaho required Board records and audit reporting.

Student Demand and Primary Attendance Area

The primary attendance of the proposed school is Idaho, statewide. The intent of the school is to provide a high-quality offering of on-line courses to rural areas, chronically absent, and underserved student populations in the state.

The Charter School will provide exceptional educational opportunities to youth and families that require an alternative to the traditional classroom setting. Typically, students are drawn to the virtual option for a variety of reasons, including traditional school not meeting their needs, they are self-directed and want a wider range of academic options, or they desire a flexible schedule to accommodate family needs, health issues, or childcare. The specific characteristics of our target population will include:

- Students who have exhibited chronic absenteeism during their formative years and beyond.
- Students that are high-risk/at-risk of not successfully achieving high school graduation.
- Students that are high-risk/at-risk of not successfully achieving educational progress.
- Students whose families, who, for whatever reason, have not had a successful traditional school experience.
- Students from families that have limited or non-existent in-home support for their academic growth.
- Individuals who are self-directed and choose a wider range of academic options than those currently provided in Idaho urban and rural school settings.
- Students of all ability levels seeking additional academic and learning opportunities suited to their individual talents and interests.
- Students who need flexibility in scheduling due to family circumstances, childcare needs, health care needs, or need individualized support by teachers during their academic growth years.

The following chart is indicative of the need to serve the above referenced student population. The need exists in the state of Idaho to move greater numbers of students to proficient levels and is even more profound in the rural and urban settings and among underserved student populations.

ISAT 2021 (Source: Idaho State Department of Education – Assessment and Accountability)

Subject Name	Grade	Population	Advanced Rate	Proficient Rate	Basic Rate	Below Basic Rate
ELA	All Grades	All Students	21.6	32.5	23.5	22.4
ELA	High School	All Students	24.6	35.5	22.2	17.7
ELA	Grade 7	All Students	18.0	40.1	22.9	19.0
Math	All Grades	All Students	17.7	21.9	28.2	32.1
Math	High School	All Students	13.7	18.9	27.7	39.7
Math	Grade 7	All Students	17.5	22.4	28.7	31.3

ISAT 2019 (Source: Idaho State Department of Education – Assessment and Accountability)

Science	All Grades	All Students	28.9	30.0	22.0	19.1
Science	High School	All Students	33.4	28.7	11.0	26.9
Science	Grade 7	All Students	32.4	18.5	24.9	24.3

Research on Idaho's student population clearly indicates room for improvement as indicated in the Idaho NAEP results. The proposed school will target those rural areas that are unable to provide higher level education opportunities due to the rural setting and/or teacher availability.

The state of Idaho's total enrollment as reported by the Idaho Department of Education is 305,413 students K-12. In real numbers, the students failing to reach ISAT proficiency total: English Language Arts ~ 140,184 students, Mathematics ~ 184,164 students, and Science ~ 125,525 students. (Source: Idaho Department of Education)

"Mapping the Early Attendance Gap," a 2015 study by a pair of nonprofit groups, Attendance Works and the Healthy Schools Campaign revealed that 20% of Idaho's 4th grade students are chronically absent and 21% of 8th grade students are chronically absent. Using the same percentages applied to the current IDE reported enrollment in 4th and 8th grade the actual student count of chronically absent students in the State are 4th Grade = 4,632 students and 8th grade = 5,327 students. Those numbers alone represent 9,959 years

of lost student learning. Assuming the chronic absentee rate across all grade levels is 20%, the total student count of chronic absentees is 61,082 in Idaho public schools. That number alone raises the question of the need for a charter school that serves this population. This proposed school in fact is dedicated to offering the partial solution needed. The facts presented below justify early intervention into absentee patterns and habits to improve the academic outcomes in the charter school's target population.

Facts About School Attendance (Source: "Attendance Works", San Francisco, CA)

- Absenteeism in the first month of school can predict poor attendance throughout the school year. Half the students who miss 2-4 days in September go on to miss nearly a month of school.
- Over 8 million U.S. students miss nearly a month of school each year.
- Absenteeism and its ill effects start early. One in 10 kindergarten and first grade students are chronically absent
- Poor attendance can influence whether children read proficiently by the end of third grade or be held back.
- By 6th grade, chronic absence becomes a leading indicator that a student will drop out of high school.
- Research shows that missing 10 percent of the school, or about 18 days in most school districts, negatively affects a student's academic performance. That's just two days a month and that's known as chronic absence.
- Students who live in communities with high levels of poverty are four times more likely to be chronically absent than others often for reasons beyond their control, such as unstable housing, unreliable transportation, and a lack of access to health care.
- When students improve their attendance rates, they improve their academic prospects and chances for graduating.
- Attendance improves when schools engage students and parents in positive ways and when schools provide mentors for chronically absent students.
- Most school districts and states don't look at all the right data to improve school attendance. They track how many students show up every day and how many are skipping school without an excuse, but not how many are missing so many days in excused and unexcused absence that they are headed off track academically.

School Calendar

Virtual Preparatory Academy of Idaho School Year 2022-2023

JULY							AUGUST							SEPTEMBER							OCTOBER							Days of Instruction	
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	July	0
						1	2																					August	18
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10								September	21
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	October	21
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	November	16
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	December	12
31																					30	31						January	21
																												February	19
																												March	18
																												April	20
																												May	20
																												June	0
																												Total	185

NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Key	
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4					1	2	3	1	2	3	4	5	6	7				1	2	3	4	Holiday	
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	First Day of School	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	Last Day of School	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	Non-school Days	
17	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28					Staff Development Days	

MARCH							APRIL							MAY							JUNE								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4							1		1	2	3	4	5	6				1	2	3			
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17		
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24		
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30			
							30																						

The above school calendar is adapted from a traditional calendar used in many of the schools throughout Idaho. The calendar was chosen to provide the required 180 days of instruction with five days added to provide for additional learning time during the instructional year for group projects and work-based learning assignments as determined by the teacher or sponsored by the school or the additional days may be used for staff development if the need should arise. The use of this calendar will provide coordination with the days of instruction of siblings, with family planned activities, and family travel if required.

As described throughout the application the target population of the school is students that have not had a successful experience in the traditional school setting and are often labeled as chronically absent from the daily traditional school environment. The proposed charter school has purposely restructured the instructional day to remedy the situation when students can't or don't attend a regular or traditional instructional day due to everyday life situations they cannot always control. Therefore, the school offerings are structured so students and families can adapt the learning schedule to the needs of the students. In the school design, some students receive and execute assignments early in the morning on the same rhythm of a traditional school, but many more find their productivity is best in the afternoon or evenings. At the Charter School, students can and will learn at times convenient to their schedules or that of their families. Though students have the flexibility to choose the time frame in which they study, they are required to demonstrate progress on at least four subjects each school day.

To ensure that student work time is tracked, there are multiple reports within the LMS that can be used to monitor attendance as a daily log for the entire school as well as a search function for individual students who have met thresholds. The "Attendance Count Report" searches and provides a list of students by a specific number and specific codes as needed (Ex. Students with 10 or more unexcused absences, Students with 5 or more suspensions, etc.). The "Attendance Summary Report" can show student attendance percentages and the "Attendance Dashboards" detailed daily student attendance totals.

Weekly Schedule

The Virtual Preparatory Academy of Idaho is serving students in grades K-8 and 9-12. In year 1, grades K-10 will be implemented, in year 2, Grades K-11, and in year 3, grades K-12. The selection of offerings at each grade level is consistent with the requirements of the State of Idaho. Graduation requirements are presented in the table below which require a twelfth-grade student having successfully completed a minimum of forty-six (46) credits during their high school experience.

Required subjects and credits include:

Subject	Credits	Subject	Credits
Language Arts/Communication	9	Mathematics Two (2) credits of Algebra I or equal Two (2) credits of Geometry or equal Two (2) credits (Students Choice)	6
Science Four Credits must be Laboratory Based	6	Social Studies (Must include US History, Government, Economics)	5
Fine Arts or CTE	5	Additional Course Selections	12
Humanities	2	Health & Wellness	1

Students will become part of a learning community available 24 hours/day, 7 days a week, and 185 days a year. The school Learning Management System (LMS) tracks student attendance daily and reports subject by subject learning time. The lessons incorporated in the curriculum constitute daily required learning times.

Times of learning may vary among students. Learning times that a student participates in asynchronously are monitored and reported to the teacher electronically through the LMS and the synchronous learning periods are direct instruction time observed by the teacher. Added together, attendance is recorded, and the student does not generate more than one (1) ADM per day of calendared instruction time. At all times students may seek teacher support and answers to questions either through email, by telephone or by logging on to a teacher led synchronous Canvas session where any number of students meet in a virtual classroom.

The daily, weekly, and annual school schedules are created specifically to serve the needs of the target population. The target populations are students that have not been successful within a traditional school setting and are often chronically absent because the traditional day does not work for them. The school offerings are adaptable to the needs of the students, students can and will learn at times convenient to their schedules or that of their families. Synchronous sessions are offered at various times to provide options for students to sign on and receive required instructional minutes, and then they can work asynchronously at a time that works best for their schedule. The flexibility this program provides is unique, and specifically tailored as an offering for the students struggling most to report to a traditional school time and setting.

Enrollment Capacity

Admission to Virtual Preparatory Academy of Idaho is open to any student grades Kindergarten through 12th who resides in any area in the state of Idaho and who is entitled to attend per the Idaho charter school guidelines. All students who wish to attend the charter school shall be admitted, subject only to capacity. Admission to the Charter School shall not be determined by the place of residence of the student or his or her parent or guardian within the State of Idaho. Apportionment calculations will follow Idaho law for apportionment purposes.

Grade Level Targeted Enrollment Capacity

Grade Levels	Year 1	Year 2	Year 3
K	50	70	75
1	50	70	75
2	50	70	75
3	50	65	70
4	50	65	75
5	50	65	75
6	40	65	75
7	40	60	80
8	40	60	80
9	40	60	100
10	40	60	90
11	0	40	90
12	0	0	40
Total Enrolled	500	750	1000
Grade Span	Year 1	Year 2	Year 3
K	50	70	75
1-3	150	205	220
4-6	140	195	225
7-12	160	280	480

Enrollment to Maximum Cap of 2000 Students/Year

Year	1	2	3	4	5	6	7	8	9	10
Grade										
K-10	500									
K-11		750								
K-12			1000	1500	2000	2000	2000	2000	2000	2000

Marketing Timeline

Month	Notice	Action	Completion
December 2021	Commission Approval of Charter	Initiate Charter Marketing	Ongoing
February 2022 *	Website Development	Vendor Selected	Website Published and Operational
March 2022	Marketing Campaign Begins	Various Outreach Activities Started Enrollment Begins	Leads Generated from Online Queries Enrollment Tracking Underway
August 26, 2022	Full Enrollment	Student/Teacher Assignments Completed	School is Underway Marketing Continues

Student Recruiting Timeline

Enrollment for the 22-23 School Year will open on March 1, 2022. The marketing tactics generate parent and student inquiries for more information about the school and its offerings. Outreach is made to these leads via phone calls, emails, and text messages to provide them information starting in March. If the parent/student is interested in enrolling, they are directed to fill out an application for SY 22-23 any time after March 1, 2022. The marketing activities are ongoing throughout the year as students can enroll throughout the school year, but marketing activities will be most intensive from May-August when school search is most prominent.

Anticipated staffing to serve the statewide student population on a statewide basis over a three-year period is found in the following chart.

Teachers					
Category	Ratios (XX:1)	Targeted Salary*	Yr 1	Yr 2	Yr 3
General Ed Teaching Staff	33:1	\$ 41,486	12.6	19.5	26.7
ELL Teaching Staff	20:1	\$ 41,486	1.5	2.3	3.0
SPED Teaching Staff	20:1	\$ 41,486	3.3	4.9	6.5
Total			17.3	26.6	36.2

* Complies with Idaho House Bill No. 523

Teaching Support					
Category	Ratios (XX:1)	Targeted Salary*	Yr 1	Yr 2	Yr 3
Success Coaches	200:1	\$ 40,742	1.0	2.0	2.5
School Counselor	350:1	\$ 45,302	1.0	1.0	2.0
Total			2.0	3.0	4.5

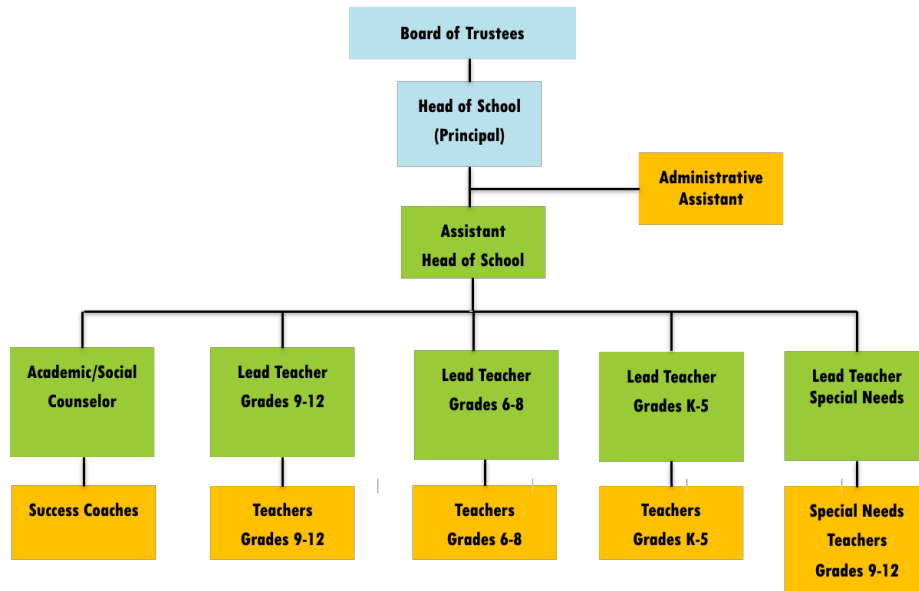
* Complies with Idaho House Bill No. 523

Support Services - Administration				
Category	Targeted Salary*	Yr 1	Yr 2	Yr 3
Head of School	\$ 110,000	1.0	1.0	1.0
Registrar	\$ 45,000	1.0	1.0	1.0
Administrative Assistants (Reception)	\$ 40,000	1.0	1.0	1.0
Operations Manager	\$ 65,000	1.0	1.0	1.0
Attendance/Testing Officer	\$ 41,486	0.0	0.0	1.0
Total		4.0	4.0	5.0

Support Services - Regular Education & Special Education				
Category	Targeted Salary*	Yr 1	Yr 2	Yr 3
Student Services Coordinator	\$ 53,478	1.0	1.0	1.0
Coordinator of Special Education	\$ 53,478	1.0	1.0	1.0
Total		2.0	2.0	2.0

School Leadership and Management

VIRTUAL PREPARATORY ACADEMY OF IDAHO ORGANIZATION CHART YEAR 1-3



Principal

The principal serves as the instructional and administrative leader of the school— responsible for the development, implementation and achievement of the school’s academic vision, student advancement and daily operations. The principal will ensure successful academic outcomes for all students while employing long-term instructional sustainability measures involving professional development, teacher quality assessment, curriculum, and pedagogical advancement.

The principal shall be responsible for:

Instructional Leadership

- Leading the strategic instructional design and practice, including implementing an integrated curriculum; directing instructional coaching and evaluation; systematic use of assessment data to guide instruction; and maximizing impact of the learning model.
- Develop, implement, and lead the instructional programs of the school, assessing curriculum, pedagogy, lesson plans and observing classes (teaching and learning) on a frequent and structured basis to encourage the use of a variety of instructional strategies and materials consistent with research on the best practices for student learning and development.
- Delivering consistently high levels of achievement and learning for all students through rigorous and engaging programs and classroom instruction.
- Relentlessly work to meet all goals related to student achievement and school culture as well as school progress goals.
- Facilitate the implementation of a standards-based curriculum, review lesson plans weekly, and conduct online classroom visits and teacher debriefs.

- Assume responsibility for student achievement as related to academics and social-emotional wellbeing.
- Serve as the instructional leader by facilitating a growth-focused professional environment.
- Work with staff to plan and coordinate teacher-based teams, staff in-service days, data days, etc.
- Develop and implement consistent professional development for teachers, ensuring regular instructional training is consistent with the latest research-based methodologies.
- Implement behavior management practices that ensure consistent norms of orderly, respectful behavior, motivating students through strong relationships with their teachers and positive reinforcement.
- Facilitate and direct the Charter School's Special Education program and ensuring program participants are achieving at high levels.
- Coordinate all phases of summer educational opportunities and before/after school programs as applicable.

Team Leadership

- Establish a strong school community culture by maintaining positive, cooperative and mutually supportive relationships with faculty, staff, parents, students, and all other school stakeholders.
- Skillful and collaborative leadership of all teachers, staff, and school leaders, including supervision, coaching, and performance management oversight.
- Lead the Charter School's teacher evaluation program and ensure all teachers have opportunities to meet their professional goals and are expertly executing instructional best practices.
- Evaluate teachers.
- Overseeing the Charter School's professional development program ensuring a strong, collaborative professional community, and regular training opportunities.
- Creating a student support system that addresses students' academic and behavioral needs holistically and involves parents, teachers, and all relevant staff.

Organizational Leadership

- Manage the school's daily operations, including information/instructional technologies; student data management systems; academic assessment tools; office management; budget and fiscal controls; and, student recruitment and retention.
- Exercise full engagement on compliance, budget, procurement, student data, academic assessments, and campus safety. Cooperate with the back-office service provider where necessary to meet all school administrative activities. Make recommendations for improvement as necessary.
- Execute a highly effective talent management system of recruiting, selecting, hiring, retaining, recognizing, and supporting all school site staff.
- Ensure non-discrimination practices in the selection process of faculty and staff by adhering to Equal Employment Opportunity (EEO) requirements.
- With support from the operations team, implement the national school lunch program, transportation, audits, student application distribution, collection, approval, and verifications as applicable.
- Complete all accountability reports and oversee all student enrollment reports to the state; ensure compliance in all areas.
- Understand and address all compliance items as they relate to the school's contract agreement.

- Maintain a master school calendar to be posted for all stakeholders in all appropriate mediums (i.e. website, social media, student/parent guide, employee handbook).
- Ensure the Web safety and wellbeing of all students and colleagues.
- Assist with updating parent and student manuals, policies, and handbooks.

Community Leadership

- Acting as the Charter School's point person to the local community, effectively communicating the school's mission and vision and soliciting input from parents and families about school performance, areas for improvement, and their needs.
- Understand, accept, abide by, and implement the school's philosophy and mission statement in all school activities.
- Contribute to a positive climate and culture by exhibiting high professional standards.
- Engaging and building strong professional relationships with parents, characterized by timely and regular communications, involving parents, wherever possible in the life of the school.
- Cultivating partnerships with external organizations that enrich the culture of the school as well as strong working relationships.
- Plan and conduct student and family orientations.
- Coordinate special projects, such as peer mentoring, service learning and community involvement.
- Conduct home visits as needed.
- Other duties as assigned.

Qualifications

Attributes:

- Passion for improving educational opportunities for all students and for building a strong, highly effective organization aligned to this mission.
- Demonstrated experience raising student achievement among a diverse group of learners, including low-income students, non-native English speakers, students of color, and other traditionally underserved populations.
- Knowledge of/experience with innovative school designs and instructional models, including those featuring 21st Century learning strategies like blended, inquiry, problem/project based and personalized learning.
- Excellent communication, interpersonal, and presentation skills.
- Strong, experienced manager with excellent leadership and team building skills.
- Ability to translate critical feedback into effective outcomes.
- Leads with grit, perseverance and a "can-do" positive attitude.
- Ability to productively organize, communicate, and disseminate policies, strategies, and tasks.
- Familiarity with the developmental, behavioral, social, and academic needs of students in the academic years.

Education and Experience:

- Bachelor's degree in Education or related discipline required; an advanced degree in education/educational leadership strongly preferred.
- Current valid Principal and Teacher license

- Two or more years of experience in successful school administration/instructional leadership in an urban setting
- Demonstrated skill in developing and maintaining a rigorous academic program that meets the needs of all scholars
- Experience in public education accountability, compliance, and related legal requirements.
- Experience in coaching teachers to improve their instructional planning, instructional practice, and classroom culture
- Knowledge of State Standards and Common Core Standards
- Successful completion of federal and state criminal background checks
- Ability to meet educational standards as applicable
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Understanding of and ability to manage confidential information
- Exemplary written and verbal communication skills

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, occupational qualification exists.

Assistant Principal

The Assistant Principal serves as the instructional and administrative leader of the school responsible for the development, implementation and achievement of the school's academic vision, student advancement and daily operations. The Assistant Principal will ensure successful academic outcomes for all students while employing long-term instructional sustainability measures involving professional development, teacher quality assessment, curriculum, and pedagogical advancement.

The Assistant Principal shall be responsible for:

Instructional Leadership

- Leading the strategic instructional design and practice, including implementing an integrated curriculum; directing instructional coaching and evaluation; systematic use of assessment data to guide instruction; and, maximizing impact learning model.
- Develop, implement, and lead the instructional programs of the school, assessing curriculum, pedagogy, lesson plans and observing classes (teaching and learning) on a frequent and structured basis to encourage the use of a variety of instructional strategies and materials consistent with research on the best practices for student learning and development.
- Delivering consistently high levels of achievement and learning for all students through rigorous and engaging online programs and instruction.
- Relentlessly work to meet all goals related to student achievement and school culture.

- Facilitate the implementation of a standards-based curriculum, review lesson plans weekly, and conduct frequent walk-throughs/teacher debriefs.
- Assume responsibility for student achievement as related to academics and social-emotional wellbeing.
- Serve as the instructional leader in the building by facilitating a growth-focused professional environment.
- Develop and/or modify the school's cultural programming.
- Work with staff to plan and coordinate teacher-based teams, staff in-service days, data days, etc.
- Develop and implement consistent professional development for teachers, ensuring regular instructional training is consistent with the latest research-based methodologies.
- Implement behavior management practices that ensure consistent norms of orderly, respectful behavior, motivating students through strong relationships with their teachers and positive reinforcement.
- Facilitate and direct the Charter School's Special Education program and ensuring program participants are achieving at high levels.

Team Leadership

- Establish a strong school community culture by maintaining positive, cooperative and mutually supportive relationships with faculty, staff, parents, students, and all other school stakeholders.
- Skillful and collaborative leadership of all teachers, staff, and school leaders, including supervision, coaching, and performance management oversight.
- Lead the Charter School's teacher evaluation program and ensure all teachers have opportunities to meet their professional goals.
- Evaluate teachers as per the Idaho state requirements.
- Overseeing the Charter School's professional development program ensuring a strong, collaborative professional community, and regular training opportunities.
- Creating a student support system that addresses students' academic and behavioral needs holistically and involves parents, teachers, and all relevant staff.

Organizational Leadership

- Manage the school's daily operations, including information/instructional technologies; student data management systems; academic assessment tools; budget and fiscal controls; and, student recruitment and retention.
- Exercise full engagement on compliance, budget, procurement, student data, and academic assessments.
- Cooperate with back-office service provider where necessary to meet all school administrative activities.
- Partner with Human Resources to execute a highly effective talent management system of recruiting, selecting, hiring, retaining, recognizing, and supporting all school staff.
- Ensure non-discrimination practices in the selection process of faculty and staff by adhering to Equal Employment Opportunity (EEO) requirements.
- With support from the operations team, oversee maintenance of school census data, attendance data, and other reporting requirements as mandated by the state or school sponsor.
- Complete all accountability reports and oversee all student enrollment reports to the state; ensure compliance in all areas.
- Manage student recruitment and retention and achieve goals of retaining 85% of students annually.

- Understand and address all compliance items as they relate to the school's contract.
- Maintain a master school calendar to be posted for all stakeholders in all appropriate mediums (i.e. website, social media, student/parent guide, employee handbook).
- Ensure the World Wide Web safety and wellbeing of all students and colleagues.
- Assist with updating parent and student manuals, policies, and handbooks.

Community Leadership

- Acting as the Charter School's point person to the local community, effectively communicating the school's mission and vision and soliciting input from parents and families about school performance, areas for improvement, and their needs.
- Understand, accept, abide by, and implement the school's philosophy and mission statement in all school activities.
- Contribute to a positive climate and culture by exhibiting high professional standards.
- Engaging and building strong professional relationships with parents, characterized by timely and regular communications, involving parents, wherever possible in the life of the school.
- Cultivating partnerships with external organizations that enrich the culture of the school.
- Plan and conduct student and family orientations.
- Coordinate special projects, such as peer mentoring, service learning and community involvement.
- Conduct home visits as needed.
- Other duties as assigned.

Qualifications

- Appropriate Idaho education licensing needed to perform the duties of this position.

Attributes:

- Passion for improving educational opportunities for all students and for building a strong, highly effective organization aligned to this mission.
- Demonstrated experience raising student achievement among a diverse group of learners, including low-income students, non-native English speakers, students of color, and other traditionally underserved populations.
- Knowledge of/experience with innovative school designs and instructional models, including those featuring 21st Century learning strategies.
- Excellent communication, interpersonal, and presentation skills.
- Strong, experienced manager with excellent leadership and team building skills.
- Ability to translate critical feedback into effective outcomes.
- Leads with grit, perseverance, and a "can-do" positive attitude.
- Ability to productively organize, communicate, and disseminate policies, strategies, and tasks.
- Familiarity with the developmental, behavioral, social, and academic needs of students in the academic years.

Education and Experience:

- Bachelor's degree in Education or related discipline required; an advanced degree in education/educational leadership strongly preferred.
- Current valid Principal and Teacher license

- Two or more years of experience in successful school administration/instructional leadership in an urban setting
- Demonstrated skill in developing and maintaining a rigorous academic program that meets the needs of all students
- Experience in public education accountability, compliance, and related legal requirements.
- Experience in coaching teachers to improve their instructional planning, instructional practice, and classroom culture
- Knowledge of State Standards and Common Core Standards
- Successful completion of federal and state criminal background checks
- Ability to meet educational standards as applicable
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Understanding of and ability to manage confidential information
- Exemplary written and verbal communication skills

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, occupational qualification exists.

Virtual Early Elementary (K-5) Teachers

Responsibilities:

- Serve as the teacher of record and primary instructor in all core content areas.
- Relentlessly work to meet all goals related to student achievement and culture.
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices.
- Differentiate instruction to meet the needs of all students.
- Utilize research-based best practices in daily planning and classroom instruction.
- Create a joyful, caring, and loving online environment for all students.
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues.
- Implement school-wide culture expectations and norms.
- Communicate regularly with families regarding the academic and social-emotional growth of their child.
- Incorporate 21st century technology skills into daily practice and team settings.
- Participate in the planning and implementation of non-instructional activities such as social events and field trips.
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues.
- Perform other duties as assigned

Qualifications:

- Current state teaching license in appropriate content area
- Knowledge of State Standards and Common Core Standards
- Preferred two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring.
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to stand for up to 90 minutes at a time
- Ability to supervise students in all school settings, including in a classroom, on playground or in another play setting, in a meal room, and/or transitioning between any of these settings
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, occupational qualification exists.

Virtual High School Teacher

Responsibilities:

- Serve as the teacher of record and primary instructor in all core content areas in high school grades
- Relentlessly work to meet all goals related to student achievement and culture.
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices
- Differentiate instruction to meet the needs of all students
- Utilize research-based best practices in daily planning and online classroom instruction
- Create a joyful, caring, and loving online classroom environment for all students
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues
- Implement school-wide culture expectations and norms, inside the classroom and beyond
- Communicate regularly with families regarding the academic and social-emotional growth of their child
- Incorporate 21st century technology skills into daily online classroom practice and team settings
- Participate in the planning and implementation of non-instructional activities such as social events and field trips
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues
- Perform other duties as assigned

Qualifications:

- Candidate must hold Idaho teaching licensure in appropriate content area
- Knowledge of State Standards and Common Core Standards
- Preferred two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring.
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to supervise students in all school settings, including online classroom
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, bonafide occupational qualification exists.

Virtual K-8 Teacher

Responsibilities:

- Serve as the teacher of record and primary instructor in all core content areas.
- Relentlessly work to meet all goals related to student achievement and culture.
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices.
- Differentiate instruction to meet the needs of all students.
- Utilize research-based best practices in daily planning and classroom instruction.
- Create a joyful, caring, and loving classroom environment for all students.
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues.
- Implement school-wide culture expectations and norms, inside the classroom and beyond.
- Communicate regularly with families regarding the academic and social-emotional growth of their child.
- Incorporate 21st century technology skills into daily online classroom practice and team settings.
- Participate in the planning and implementation of non-instructional activities such as social events and field trips
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues.
- Perform other duties as assigned.

Qualifications:

- Current state teaching license in appropriate content area
- Knowledge of State Standards and Common Core Standards

- Preferred two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

Virtual Middle School Teacher

Responsibilities:

- Serve as the teacher of record and primary instructor in all core content areas in middle school grades
- Relentlessly work to meet all goals related to student achievement and culture as well as Adequate Yearly Progress (AYP) goals
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices
- Differentiate instruction to meet the needs of all students
- Utilize research-based best practices in daily planning and classroom instruction
- Create a joyful, caring, and loving classroom environment for all students
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues
- Implement school-wide culture expectations and norms, inside the classroom and beyond
- Communicate regularly with families regarding the academic and social-emotional growth of their child
- Incorporate 21st century technology skills into daily classroom practice and team settings
- Participate in the planning and implementation of non-instructional activities such as social events and field trips
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues
- Perform other duties as assigned

Qualifications:

- Candidate must hold Idaho teaching licensure in appropriate content area
- Knowledge of State Standards and Common Core Standards
- Preferred two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring.
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, bonafide occupational qualification exists.

Virtual 9-12 Guidance Counselor

The Virtual Guidance Counselor supports overall student success by partnering with staff members and families to inform student specific academic programming, create and maintain graduation and career plans, and provide proactive and preventative services.

Responsibilities:

- Deliver proactive guidance curriculum to individuals and groups
- Respond to individual and group needs with responsive counseling and programming
- Review transfer student transcripts and inform appropriate course placements
- Maintain and review transcripts for active students and inform credit award procedures
- Create and maintain student graduation plans
- Provide career readiness curriculum and facilitate creation of career plans
- Deliver Social-Emotional Learning curriculum
- Create and maintain Student 504 plans
- Analyze student data to provide input on appropriate academic programs and interventions
- Travels to support testing efforts and school events within the state as needed

Skills/Qualifications:

- Valid Idaho Guidance Counselor license
- Bachelor's degree plus one (1) year previous experience in counseling and/or advisement
- Experience with K-12 online learning
- Experience with Local, State, and Federal laws and mandated reporting
- Proficiency in Microsoft Office and Google Suite Products
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Ability to manage difficult or emotional situations and make evidence-based decisions
- Excellent written and oral communication skills.
- Ability to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently.
- Customer service oriented
- Ability to work independently and contribute to a team
- Ability to pass federal and state criminal background checks

EQUAL EMPLOYMENT OPPORTUNITY

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pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, bonafide occupational qualification exists.

Virtual 6-8 Guidance Counselor

The Virtual Guidance Counselor supports overall student success by partnering with staff members and families to inform student specific academic programming, create and maintain graduation and career plans, and provide proactive and preventative services.

Responsibilities:

- Deliver proactive guidance curriculum to individuals and groups
- Respond to individual and group needs with responsive counseling and programming
- Review transfer student transcripts and inform appropriate course placements
- Provide career awareness curriculum.
- Deliver Social-Emotional Learning curriculum
- Create and maintain Student 504 plans
- Analyze student data to provide input on appropriate academic programs and interventions.
- Travels to support testing efforts and school events within the state as needed

Skills/Qualifications:

- Valid Idaho Guidance Counselor license
- Bachelor's degree plus one (1) year previous experience in counseling
- Experience with K-12 online learning
- Experience with Local, State, and Federal laws and mandated reporting
- Proficiency in Microsoft Office and Google Suite Products
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Ability to manage difficult or emotional situations and make evidence-based decisions
- Excellent written and oral communication skills.
- Ability to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently.
- Customer service oriented
- Ability to work independently and contribute to a team
- Ability to pass federal and state criminal background checks

EQUAL EMPLOYMENT OPPORTUNITY

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genetic information, sexual orientation, or any other protected status except where a reasonable, bonafide occupational qualification exists.

School Operations Manager

The Operations Manager at Virtual Prep Academy of Idaho supervises all school operations team members: Registrar, Testing Manager, Office Administrator, Attendance and Truancy Coordinator and collaborates with all members of the Virtual Prep Academy of Idaho leadership team to design and implement process and procedures across all aspect of daily school operations for a state-wide virtual charter school, in compliance with all authorizer and school board state laws, regulations and policies. This is an office-based position.

Responsibilities:

- Supervise the local operations team members and oversee the following school functions: student records, local and state testing, attendance and truancy tracking and follow-up, and office and facilities management
- Act as a resource for internal (staff) and external (students and families) stakeholders by providing resolution and management of escalated needs across a variety of topics (school procedures, technology systems, materials, etc.)
- Act as a liaison between school team members and members of the larger Accel support team to identify operational needs and develop school level procedures that allow the larger Accel organization to support the school.
- Serve as a member of the school leadership team
- Work collaboratively with other school administrators to develop, document, and electronically archive operational procedures and workflows to support implementation of school policies
- Audit current procedures and identify opportunities to streamline and improve processes for better school efficiencies, compliance, and stakeholder satisfaction
- Stay up to date on department of education and authorizer policies and compliance items and state educational laws
- Manage student information per state and federal law with the support of the Accel compliance and systems teams
- Coordinate communication with external vendors as needed
- Performs all other job duties as assigned.

Skills/Qualifications:

- Bachelor's Degree Required, master's degree Preferred
- Proficiency in Microsoft Office and Google Suite Products
- Strong spreadsheet skills including the ability to use basic and intermediate formulas and functions
- Prior experience working in a school setting preferred.
- Prior experience managing law and regulatory compliance
- Prior experience creating and documenting procedures and workflows
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Demonstrate a reliable, dependable, and trustworthy work ethic.

- Ability to manage difficult or emotional client situations
- Ability to make sound judgments after all available information has been gathered or communicated.
- Demonstrate a mature attitude and insight into matters affecting welfare of school and self
- Demonstrated leadership and management ability.
- Excellent written and oral communication skills.
- Ability to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently.
- Oriented to customer service
- Ability to learn new technologies and acquire new skills through independent study, professional training, and from more senior team members.
- Ability to work independently and contribute to a team
- Understanding and ability to manage confidential information
- Ability to lift 25 lbs.
- Ability to pass federal and state criminal background checks
- Metro-Phoenix resident

Virtual Special Education Manager

The Virtual School Special Education Manager is the case manager for all Special Education Services and curriculum modifications as specified in the IEP.

Responsibilities:

- Contribute to the leadership team working as an active member of the Administrative Staff; assist in the development and training of the total school philosophy of special education
- Ensure Special Education staff are maintaining all student records and files in accordance with timelines and guidelines as established by Idaho state law and Idaho Department of Education best practices
- Suggest/develop new policies, procedures or changes essential to special education programs and compliance
- Evaluate on an ongoing basis special education program staff, curriculum, and procedures
- Create and implement data collection processes to inform assessment of program effectiveness as well as student growth
- Prepare updates for the Board of Trustees regarding special education services, program needs, and budget trends
- Maintain confidentiality concerning all student information and any professional matters
- Work with the teaching staff to improve standardized and proficiency testing results
- Hire and oversee the training on all Special Education staff
- Collaborate with the Principals and Assistant Principals in overseeing and evaluating Intervention Specialists
- Act as point of contact with all agencies providing related services to students, manage contracts and agreements related to services in collaboration with supervisor.
- Participate in ongoing training to enhance professional skills
- Provide resources for Special Education staff
- In collaboration with the Testing Manager, track and plan for provision of all documented student accommodations for state and district testing
- Act as point of contact for outside agencies and service providers working with students

- Collaborate with the State Reporting Coordinator to ensure all data for Special Education students is accurately captured and reported.
- Perform student home visits as required
- Serve as LEA for IEP meetings
- Perform other duties as assigned

Skills/Qualifications:

- Master's Degree minimum
- Certification/licensure in Special Education Supervision
- Proficient in computer applications, including MS Office Suite, Google applications, e-mail, and internet applications; excellent verbal and written communication skills
- Exhibit genuine care for children and a passion for teaching
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Exhibit flexibility about decision-making, daily challenges, and job duties
- Has strong sense of integrity
- Has a "team player" attitude
- Ability to work in a diverse educational community setting
- Understanding of the community and student demographics
- Understanding of the RTI process
- Understand state proficiency testing as well as state teaching standards
- Satisfactory completion of state required criminal history check and health tests

EQUAL EMPLOYMENT OPPORTUNITY

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School Registrar

The School Registrar maintains student records and ensures that student enrollments, transfers, and withdrawals are processed in a timely and thorough manner.

Duties Include:

- Create and maintain student files in accordance with Idaho laws and regulations
- Track receipt of student records and follow up with prior schools to obtain any missing documents
- Receive incoming student records and add to student files
- Receive requests for records for withdrawn students and prepare and send student files
- Upon receipt of records enter any needed student information into the Student Information System (SIS)

- Act as point of contact for all requests for student information from schools and county agencies, and collaborate with administrative team to prepare any information needed to respond to such requests
- Ensure completion of withdraw forms
- Process student withdraws daily in the school Student Information System (SIS)
- Track new enrollment approvals and inform school stakeholders of student start dates
- Establish and maintain a positive rapport with, students, parents, staff, school administration, and other stakeholders
- Maintain confidentiality concerning all student information and any professional matters
- Utilize effective time management
- Perform other duties as assigned
-

Qualifications:

- Bachelor's Degree or equivalent required
- Previous outstanding school-related customer service experience required
- Minimum of one year data entry, records management, or equivalent experience required
- Minimum of one year of school admissions or retention experience preferred
- Excellent oral and written communication skills
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Understanding of and ability to manage confidential information
- Ability to travel and possess own reliable transportation
- Ability to work flexible hours that may include some evenings and weekends
- Ability to work with a distributed workforce and clientele
- Ability to pass state and federal background checks
- Washington residence

EQUAL EMPLOYMENT OPPORTUNITY

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Educational Services Provider

The charter school will contract with one (1) Education Service Provider (ESP) to carry out the various requirements for school operation. Accel Schools LLC is under consideration as the ESP. The school believes a well-managed vendor relationship results in increased student outcomes and employee satisfaction, reduced costs, improved quality, and better service levels from vendor partners. Accel Schools has built relationships with a multitude of suppliers and service providers that strengthen the

ability to deliver exceptional educational services and operational support at low cost. Accel Schools has developed these relationships over years and is confident in the partners due to the constant focus on overseeing a data driven vendor selection process. The ongoing monitoring of performance and outcomes of the ESP is paramount in considering an ongoing relationship with the ESP. An evaluation protocol will be developed by the school to monitor ESP effectiveness. The evaluation period will take place at the end of each semester with written progress reports being provided as required to the VPAI and other entities as requested. The school will provide parents and teachers with on-line surveys to evaluate ESP performance and assist in the determination of continuing the relationships and the value-added results from the ESP relationship.

Accel Schools is the U.S. charter school division of Pansophic Learning, a privately held global learning company with schools in the United States, Uganda, United Kingdom, Switzerland, Saudi Arabia, and Dubai. Founded in 2014, Accel Schools is a K-12 full-service Educational Management Organization based in McLean, VA currently serving over 28,000 students in online, blended and brick and mortar charter schools. Accel does not focus on one student demographic, nor subscribe to one specific school model or educational philosophy but rather customizes each partner school's services to maximize student performance. Accel Schools partners with each school to deliver a high performing school.

Accel Schools currently serves as the operator of Accel Schools currently operates sixty-one public school Academies and charter schools in the states of Ohio, Michigan, California, Colorado, and Minnesota. Most Accel site-based schools are in cities with high percentages of economically disadvantaged students and exhibit the chronic absentee rates named in the target population for this application. In 2015, Accel began managing the former White Hat and Mosaica Education brick and mortar charter schools including the highest performing charter school in Ohio. Since this time, the company's portfolio has increased dramatically both from building new schools from the ground up and by working with schools experiencing academic and/or financial struggles.

In the summer of 2018 Accel Schools became the chosen operator of an established virtual charter school in Ohio, the Ohio Distance and Electronic Learning Academy (OHDELA). Despite being open for over 17 years, OHDELA has struggled and trailed other statewide virtual charter schools in Ohio. In partnership with the school board, Accel Schools is implementing an aggressive turnaround plan for the school. The school is currently showing positive results as measured by an independent evaluation report. Additionally, Accel Schools was chosen as the operator of two new California virtual charter schools for the 2019-20 school year.

Ohio Accel Schools on the Ohio 2020-21 High Performing School List:

- South Columbus Preparatory Academy (84.5 Performance Index)
- Cornerstone Academy Community School (92 Performance Index)
- Columbus Humanities Arts and Technology Academy (78.1 Performance Index)

Ohio Accel Schools meeting Ohio Criteria 1 as a Community School of Quality

- Columbus Humanities, Arts and Technology Academy
- Cornerstone Academy Community School
- Foundation Academy
- Lincoln Park Academy

The Performance of Students at Alternative Education Academy in 2019-20

(Lauren Monowar-Jones, Evaluator, 04/07/20)

With the closure of schools under the Governor's orders and the release from state testing and report cards for the 2019-20 school year as a result of the COVID-19 Pandemic, we are looking at the NWEA MAP data for both 18-19 and 19-20 and Ohio State Tests (OST) for the 18-19 school year, to assess the academic achievement and growth for each of our schools.

This report will include data for grades 3 through 8, where the bulk of the testing for the state occurs and where the majority of the report card measures are focused. The NWEA MAP data considered were largely from the fall-winter comparisons, because we are limited to those data for the current school year.

NWEA MAP Results

The first thing to look at is a comparison of how **OHDELA** students did on MAP tests last year as compared to this year. On one end of year report, NWEA MAP shows the average score for students in the Fall and Winter and determines a growth measure. That growth measure is put on their nationally normed scale and a percentile ranking for growth is assigned. Figure 1 shows the growth percentile ranking in Math for both the 18-19 school year and the 19-20 school year by grade level. Figure 2 shows the growth percentile ranking in Reading for both the 18-19 school year and the 19-20 school year by grade level.

Figure 1. Math percentile growth rankings

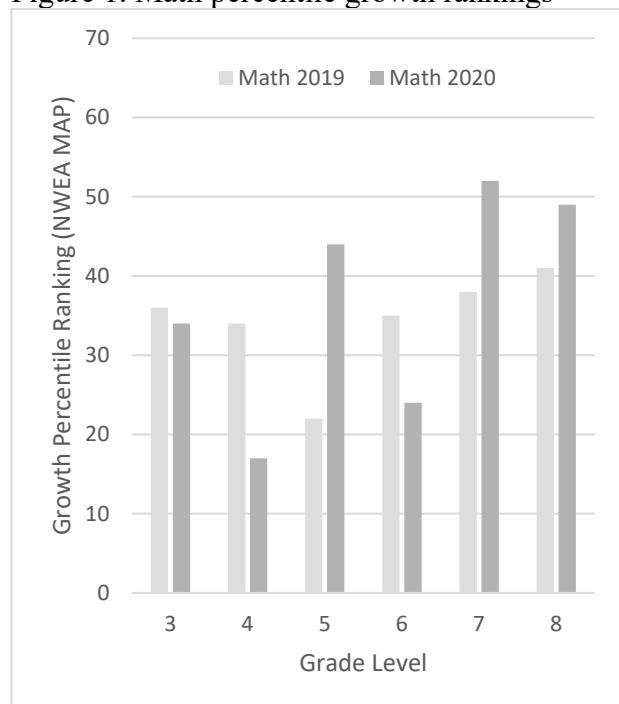


Figure 2. Reading percentile growth rankings



While there are some big gains here, a simple average of the differences shows that while there is a small overall gain in Math, there is a larger gain in Reading. So, this means that **in this current school year, our students have shown more growth so far than they did last year.**

NWEA MAP OST Predictions

NWEA MAP provides a prediction of how students will do on the Ohio State Test (OST). Figure 3 shows the MAP predictions for Math for 18-19 and the OST actual results for 18-19 on the Math test.

Figure 3. OST results and MAP predictions for 18-19 in Math

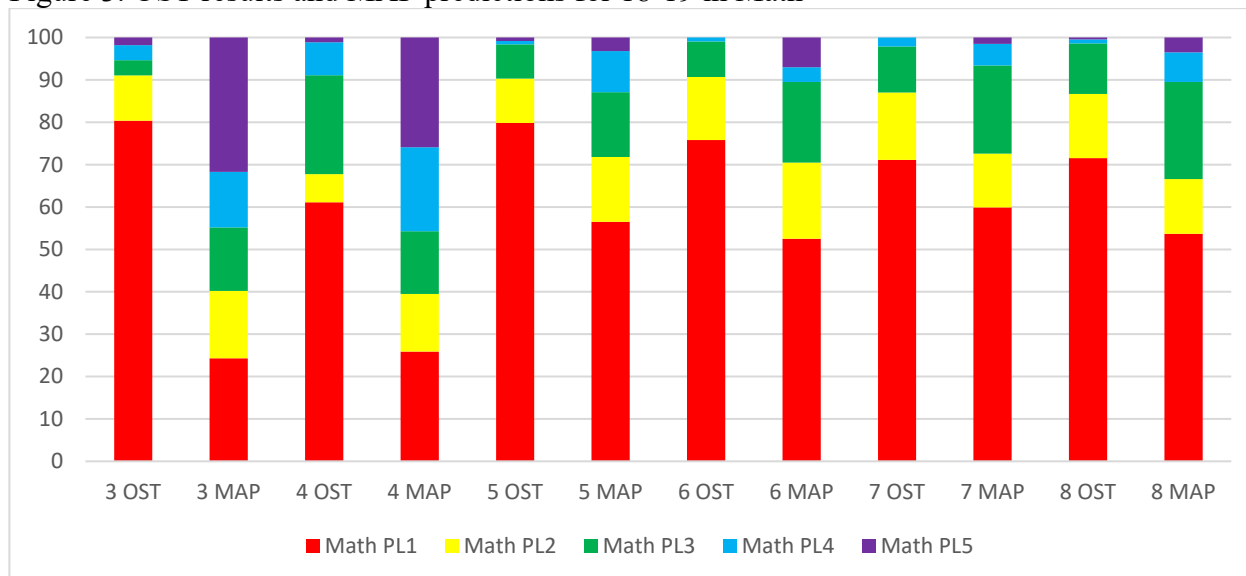
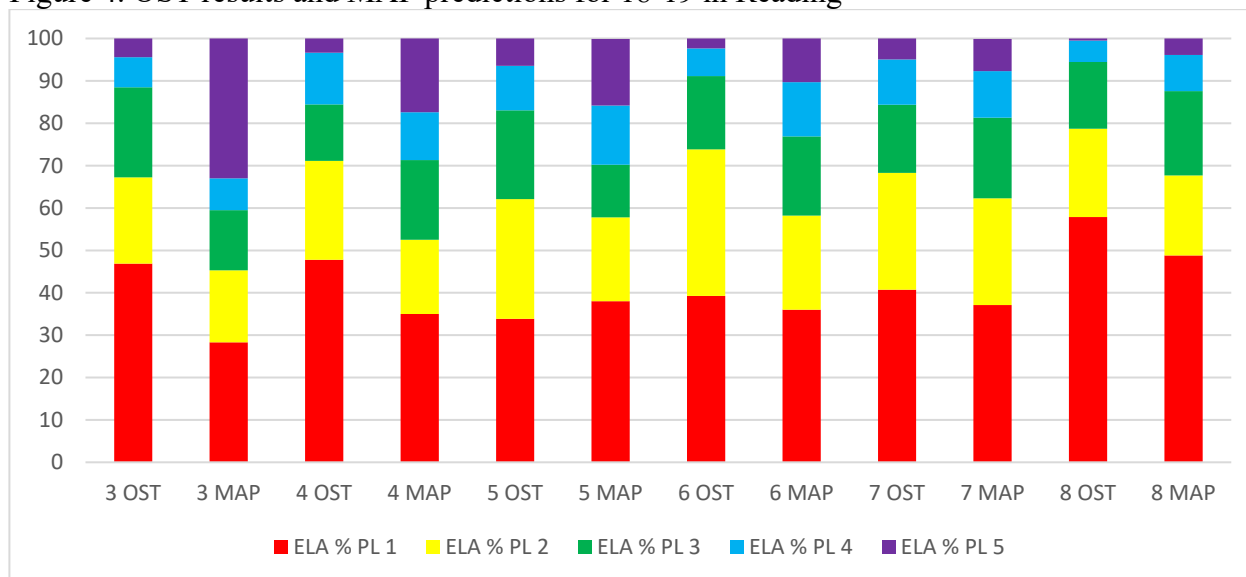


Figure 4 shows the MAP predictions for Reading for 18-19 and the OST actual results for 18-19 on the ELA test.

Figure 4. OST results and MAP predictions for 18-19 in Reading



Figures 3 and 4 together show that MAP consistently underpredicts the percentage of students who perform at the Limited level (PL 1). MAP also consistently overpredicts the percentage of students who perform at the Advanced level (PL 5).

Knowing the MAP predictions are skewed, the attempt to correct them based on last year's OST and MAP data was made using two methods. The first model (Model 1) correction was a simple arithmetic correction. Taking the actual results from the 18-19 OST administration and subtracting those from the MAP prediction, then applying that difference to the 19-20 MAP predictions. This model results in some negative percentage predictions, so these were considered to be 0% predictions. The second model (Model 2) correction was a simple geometric correction. Taking the actual results from the 18-19 OST and dividing it by the MAP prediction, then applying that factor to the 19-20 MAP predictions. All predictions were then normalized so that the total of all predicted performance levels would be equal to 100%.

Once the corrections were calculated and applied, I compared those numbers to the 2018-19 numbers to see if it is possible to perceive any change in performance by the students. I then calculated a Performance Index for each grade and subject area for each of the three data points: actual 18-19 OST data, Model 1 Predictions for 19-20 data and Model 2 predictions for 19-20 data. Table 1 shows the results of this comparison.

Grade	Math					Reading				
	18-19 OST PI	Model 1 PI	Model 2 PI	Diff Model 1	Diff Model 2	18-19 OST PI	Model 1 PI	Model 2 PI	Diff Model 1	Diff Model 2
3	40.18	41.63	39.32	1.45	-0.86	60.61	56.63	55.40	-3.99	-5.21
4	55.56	46.19	44.12	-9.37	-11.44	59.10	58.79	59.83	-0.31	0.73
5	40.16	49.31	47.17	9.15	7.00	67.34	75.23	76.04	7.89	8.70
6	41.06	37.79	39.00	-3.27	-2.06	59.82	55.81	56.63	-4.01	-3.18
7	44.06	44.10	42.66	0.04	-1.40	62.51	66.09	65.71	3.57	3.20
8	44.05	42.23	43.36	-1.82	-0.69	51.75	50.44	50.99	-1.31	-0.76
Averages				-0.64	-1.57	Averages			0.31	0.58

A simple average of the columns shows that **both models predict a slight decrease in performance in Math and a slight increase in performance in Reading.**

The most reliable conclusion I can make from these data is that **the students at OHDELA have shown more growth in the 19-20 school year than in the 18-19 school year** and that **the overall performance of students at OHDELA is slightly worse in Math and slightly better in ELA.**

Additional performance data can be found in Appendix "E"

ACCEL Schools manages a large portfolio of schools. When ACCEL began working with the current portfolio of schools, the schools were experiencing different levels of success. Some schools had a solid academic program with strong re-enrollment and little change in their teaching staff. Other schools were struggling significantly academically, financially, and staffing was unstable at best. ACCEL's approach to managing the schools has been to customize our approach to every school.

Accel's Mission is to provide a world class education anywhere in the world in either a blended, online, or brick and mortar school. We believe every child should be whatever they want regardless of where they are born. Our core beliefs include:

- Schools should be accountable for their results and be financially self-sufficient

- Students should be supported as they pursue a wide variety of post-secondary options
- Schools and teachers should strive to maximize learning efficiency
- The learning environment matters
- Students should be taught core values
- Technology can increase engagement, access to resources, efficiencies, and academic results
- More time spent learning yields greater results
- Education should produce global citizens

In considering the need for ESP support. It became clear that many of the operational functions required to structure a high achieving school need staffing with specific high-level skills and training not generally found in those professionally trained in the provision of instructional programs. Additionally, when reviewing the costs associated with staffing in areas of business administration, enrollment, legal services, compliance, curriculum support, audit, etc., it is unlikely that a small school can bear the cost of hire internally to provide such services. It is the intent of the charter school to contract, through an RFP procurement procedure, for needed services to an organization that has demonstrated expertise and success in the field of charter school operations and has the staffing in a shared services model to provide organizational competence and resources as needed under one pricing plan thereby reducing overall costs to the school in maintaining oversight of myriad vendors.

The ESP will assume the role of “Manager at Risk”. Accel Schools will be responsible for providing services whether actual revenue meets the level projected in the authorized budget or not and assumes the risk of funding any financial shortfalls during the agreement period. Additionally, the ESP will provide forward funding to provide financial liquidity. Additionally, the ESP will provide funding of a startup year loan to assure all systems are in place to open the school July 1, 2022. That effort will include staffing facility procurement, books and supplies, curriculum and all other school startup needs. Serving under a “Manager at Risk” proposal, Accel Schools will receive all revenues, less the authorizer and Board expenses, as its service fee. Accel Schools will be obligated to fund all operating costs and services of the school as outlined in the Board approved budget from the “service fees” it receives.

Sound financial management and oversight are critical functions and responsibilities of the charter school. The accounting system used by the ESP will include the use of Idaho specific standard account codes, consistent with the state guidance for Financial Accounting and GAP compliance. The accounting system will be designed to provide appropriate planning, budgeting, evaluating, and analysis functions for reporting to IDE and the ISBCS. The ESP will provide among other solutions the following:

Business Management Services

The Accel Finance Team has extensive experience in providing business and financial services to charter schools, School Academies, and online schools. The lead Finance Manager has worked with MDE, the Michigan Department of Treasury and various charter school authorizers for over 18 years and will be supporting the Virtual Preparatory Academy of Idaho as it develops and implements the school program.

Financial Accounting

Accel Schools will deliver comprehensive business management services including accounting services that follow Generally Accepted Accounting Principles and follow the Michigan Public School Accounting Manual in managing and reporting school financials.

- Accel Schools will create a uniform chart of accounts as defined for the State of Idaho
- Accel Schools will follow a common fiscal year that begins on July 1 and ends June 30 of the following calendar year.

- Accel Schools will submit ongoing comprehensive financial reporting, including Balance Sheet, Revenues and Expenditures, using the chart of accounts as prescribed by IDE and the charter school. The reports will be submitted electronically to the Board and school leaders. Current Accel Finance staff are experienced in working with these systems and are serving other Michigan Public School Academies.

Budgeting

The school will adopt a budget prior to the commencement of the fiscal year. Accel Schools will support the Board in development and adoption of a school budget. In accordance with the Idaho Open Meeting Laws, the school's adopted budget will be posted on school's website before its adoption.

Auditing

The school will have an audit of its financial accounting records conducted at least annually by an independent certified public accountant. The school will hire and contract with an independent certified public accountant for audit services while Accel Schools will maintain responsibility to provide audit oversight with the school's accountant.

Bookkeeper and Accounts Payable Services

Accel Schools provides all services related to Accounting including Accounts Payable. Services include:

- Serve as an invoice payment processor for school operations invoices
- Reconciliation of bank and credit card statements
- Run payroll services and reporting.
- Data entry and payment issuance for approved vendors and expenses.
- Management and reporting of expense claims.
- Reconciliation of account receivables and payables.
- Preparation and management of cash flow forecasting and reporting.
- Preparation and distribution of common reports.

Payroll Services

Accel Schools provides all employment/payroll services including filing of required tax reports, related payments, and employee W-2s.

ESP Experience

Accel Schools currently operates sixty-one public school Academies and charter schools in the states of Ohio, Michigan, California, Colorado, and Minnesota.

Compendium of Services Under Accel Services Agreement

Financial Support Services

- Develop and prepare budgets, balance sheets, income statements, financial ledgers, and forecasts, and provide to Charter School statements of all revenues and expenditures, and financial reports.
- Assist in the preparation of required non-pro fit filings, including form 990 tax returns. (ACCEL will not be responsible for filing Charter School's form 1023 but will work with Charter School's counsel and/or accountant to prepare the application for tax-exempt status, as necessary).
- Perform necessary planning, forecasting, accounting and reporting functions as appropriate.
- Assist and coordinate in any third-party audit(s) of the Program including the Annual Audit.

Human Resource and Office Management Services

- The supervision and evaluation of ACCEL employees; the Administer performance measurement, support of management of employee performance improvement, support management of external agency data requests and payroll actions by Charter School, applicant and new hire processing ; training and orientation of new hires; support human resources firm for administration of benefits, license compliance; procurement of supplies and equipment, development of the school master calendar, daily school communications, claims management of workers compensation and unemployment compensation, and development of the school policy handbook; coordination of any subcontracting of payroll services as needed.
- Recommend forms, operations manuals, handbooks, guides, and policies and procedures for review and approval by Board as necessary
- Assist with the supervision of all personnel providing Educational Products, Services, and Technology Services. Manage Program ACCEL employees including recruiting; hiring recommendations; reference, certification and background checks.
- Negotiation, securing and management of health, retirement and other benefits.
- Work with Charter School to recommend human resources policies, and strategic plans for staffing, development, and growth.
- Provide suggested teacher performance evaluation models and advise Charter School on effective ways to measure teacher performance in a school setting.

Compliance Services

- Interface with financial information from bankers, lenders, attorneys, foundations and others.
- Monitor state and federal compliance, including UFARS; Coordinate, manage and comply with reporting requirements to external entities including grant or lenders.
- Manage departmental performance reporting; coordinate and manage the annual audit.
- Monitor and develop budgets; review and reconcile monthly banking statements; review monthly financial statements for report to Board.
- Secure and keep records in compliance with Government Data Practices, and state and federal statutes and regulations, IDEA; criminal background checks for vendors, employees and board members.

Marketing, and Public Relations

- Deliver a detailed plan with clear timelines that ensures that annual and long-term revenue goals are met.
- coordination of fundraising activities to governmental and foundation sources.

Charter Authorizer and Department of Education Relations:

- Ensure charter compliance with the Department of Education on behalf of the Program.
- Assist Charter School in complying with all applicable Charter Authorizer policies as reasonably interpreted to apply to the program.
- Assist Charter School with drafting the Program's Charter renewal application, including working with Charter School to develop any necessary budgetary and curriculum information.
- Present and defend the Charter renewal application before the Charter Authorizer.

Communications and Family Engagement

- Develop, coordinate and implement a family engagement program.
- Management mass communications with families; Promote parent and community volunteer activities; Support resolution of parent concerns.
- Work with principal and families to ensure they receive continuous support for their educational goals.
- Inform families of community resources available for assistance.

Business Services

- Supervision of all outsourced accounting staff; MARSS compliance.
- submission and monitoring of enrollment on EDRS; Review and approval of payroll tax returns; cash management;
- Support of annual audit.
- Approval of A/P vouchers and payroll; Submission of grant applications and budgets; Reconciliation of grants, and preparation of reimbursement requests.
- Monitoring of licensure verification and PAR forms.
- Assist with budget preparation and annual audit.

Facilities Location, Permitting, and Ongoing Support

- Oversee building and equipment, including cleaning, preventative maintenance, repair, improvements, inventory and replacements, as required and authorized.
- Assist with budget and contract management with other outside vendors.
- Schedule and train staff.
- Monitor work performance.

Transportation Support

- Help with selection and management of student bus service.
- Oversee bus company performance; management of positive bus behaviors.
- Supervise and manage bus discipline, bus arrival and departure processes including staff allocation, bus route changes for new students.
- Budgeting and management of field and special event trips.
- Handle parent issues and requests.
- Instructional Property Management.

Charter School Policies and Procedures

- Prepare policies regarding the responsible use of computer equipment and other instructional property.
- Arrange for the distribution and return of computers, printers and instructional materials for staff, administrators, and teachers.
- Oversee and implement Charter School Board policy regarding instructional property management.

Insurance

- Assist Charter School with obtaining general liability insurance or other insurance required.
- Assist in risk management and processing of insurance claims, if any.

Health and Safety

- Maintain all applicable federal, state, and local health and safety requirements.
- Ensure compliance with ID Statutes.

Maintenance of Student Records

- Maintain the records and books of the Program at the Facility, which may be electronic or paper copies of records and provide other services elsewhere, unless prohibited by Applicable Law.
- Maintain accurate financial records pertaining to the operation of the Program for a period of seven (7) years (or longer if required by Applicable Law) from the close of the Fiscal Year to which such books, accounts, and records relate.
- Maintain accurate student records pertaining to students enrolled in the Program on behalf of the School.
- Ensure accessibility of Program records to Charter School, and its independent auditor and the State for completion of audits required by Applicable Law.

Legal Matters

- Prepare forms, operations manuals, handbooks, guides, and policies and procedures as necessary or required by the Charter or Charter Authorizer.
- Providing legal advice when needed.

Reporting

- Provide relevant parties with reports it intends to submit to the Charter School Academy, Authorizer or MDE regarding the program and/or financial status of the school.
- File regular reports regarding the program and financial status of Charter School at least five business days prior to each Board meeting and a quarterly basis.
- Alert the Board of unforeseen events, crisis, or potential issues that will require Board action or planning.
- Provide Charter School with requested information including financial information, and education data on students.
- Notify Charter School of complaints that allege violation of state or federal law or regulation has been committed by ACCEL, it's employees, or agents.
- Recommend and file an Annual Report be approved by Charter School.
- Distribute the Annual Report.
- Provide to the Board a report on the progress of ACCEL in meeting the goals and measures of the Authorizer.
- Prepare Accountability Plan Progress Report; financial statements; Annual Reports including the School report cards and the certified financial statements; evidence of parent and student satisfaction.
- Prepare reports regarding human resources, educational leadership and student achievement.

EDUCATIONAL SERVICES

- Educational Leadership and Academic Compliance.
- Support the Board's academic priorities including planning, training, development, implementation, assessment and improvement of instructional programming.
- Assist the Charter School Board in the recruiting, monitoring, development, and evaluation of the school principal and instructional leaders.
- Support Charter School employees to ensure the quality implementation of school culture, standards, assessments and instructional guidelines.
- Annually provide a license for and access to the curriculum and associated learning management system provided by ACCEL for grades K through 5, for those core subject areas required by the State (Language Arts, Math, Science, History) as well as other courses that may be offered or required for these grades (Art, Music and foreign language); and any third-party curriculum ACCEL generally offers its similar schools, in each case for such courses required by Applicable Law.

Instructional Tools and Materials

- Provide instructional tools and supplies, including textbooks and multi-media teaching tools that are necessary to deliver the Educational Program per the Service Agreement.

Special Education Services

- Consult and provide advice to Charter School regarding special education programs, processes, support services and reimbursements.
- Provide guidance and services as needed to help Charter School with needed special education services for students.

Related Services

- Make available supplemental instructional support and teachers as mutually agreed upon in accordance with the Product Price List as may be required for the Educational Products and related offerings.
 - Recruitment of students, including creation, design and preparation of recruitment materials and advertisements in collaboration with Charter School.
 - Assist with demand creation for the Program and its information sessions and other events via mail, e-mail, newspapers, magazines, journals, radio, television, community forums, town hall meetings, and other forms of communication and outreach on the School's behalf; Develop community outreach strategy and connect with local organizations.
 - Design school recruitment materials, letterhead, business cards, and logos to create school identity. Develop, design, publish, and maintain the Program's interactive website.
-
- Implement the Board's admissions policy, including management of the application and enrollment process; creation, design and publication of Program's applications and enrollment packages; and communication with potential students and their families and assisting families through the enrollment process; conduct random lottery if required.
 - Plan and arrange school orientation sessions.
 - Represent the Program at conferences and other events. Field and respond to incoming correspondence about the Program, its curriculum, the application/enrollment process, instructional materials, etc.
 - Conduct focus groups, surveys, interviews, observation sessions, and/or user testing on the learning management system to obtain feedback on how to improve the Program and curriculum, as appropriate.
 - Respond to suggestions and implement improvements where ACCEL deems them to be valuable.
 - Conduct exit interviews with those Program students and their parents who withdraw in order to learn more about how to improve the Program for students.
 - Create and distribute a parent manual and/or student handbook which includes a starting kit for logging onto the learning management system.
 - Assist with the design and implementation of parent orientation sessions.

Sample ESP Evaluation Completed Yearly
Virtual Preparatory Academy of Idaho
ESP Vendor Evaluation
Framework

Scale: 5 = Performed Task Well; 3 = Performed Task Adequately; 1 = Performed Task Inadequately; 0 = Task Not Performed. N/A = Not Applicable.

Total of all cells in this column should average 3. Evaluation Performed by Charter School Board and/or Staff.

TASKS OR SUBTASKS	TIMELINE	STATUS	EVALUATION
Financial Support Services <ul style="list-style-type: none"> Develop and prepare budgets, balance sheets, income statements, financial ledgers, and forecasts, and provide to Charter School statements of all revenues and expenditures, and financial reports. Assist in the preparation of required non-pro fit filings, including form 990 tax returns. (ACCEL will not be responsible for filing Charter School's form 1023 but will work with Charter School's counsel and/or accountant to prepare the application for tax-exempt status, as necessary). Perform necessary planning, forecasting, accounting, and reporting functions as appropriate. Assist and coordinate in any third-party audit(s) of the Program including the Annual Audit. 			
Human Resource and Office Management Services <ul style="list-style-type: none"> The supervision and evaluation of ACCEL employees; the Administer performance measurement, support of management of employee performance improvement, support management of external agency data requests and payroll actions by Charter School, applicant and new hire processing ; training and orientation of new hires; support human resources firm for administration of benefits, license compliance; procurement of supplies and equipment, development of the school master calendar, daily school communications, claims management of workers compensation and unemployment compensation, and development of the school policy handbook; coordination of any 			

<p>subcontracting of payroll services as needed.</p> <ul style="list-style-type: none"> • Recommend forms, operations manuals, handbooks, guides, and policies and procedures for review and approval by Board as necessary • Assist with the supervision of all personnel providing Educational Products, Services, and Technology Services. Manage Program ACCEL employees including recruiting; hiring recommendations; reference, certification, and background checks. • Negotiation, securing and management of health, retirement, and other benefits. • Work with Charter School to recommend human resources policies, and strategic plans for staffing, development, and growth. • Provide suggested teacher performance evaluation models and advise Charter School on effective ways to measure teacher performance in a school setting. 			
<p>Compliance Services</p> <ul style="list-style-type: none"> • Interface with financial information from bankers, lenders, attorneys, foundations, and others. • Monitor state and federal compliance, including UFARS; Coordinate, manage and comply with reporting requirements to external entities including grant or lenders. • Manage departmental performance reporting; coordinate and manage the annual audit. • Monitor and develop budgets; review and reconcile monthly banking statements; review monthly financial statements for report to Board. • Secure and keep records in compliance with Government Data Practices, and state and federal statutes and regulations, IDEA; criminal background checks for vendors, employees and board members. 			

Marketing, and Public Relations <ul style="list-style-type: none"> • Deliver a detailed plan with clear timelines that ensures that annual and long-term revenue goals are met. • coordination of fundraising activities to governmental and foundation sources. 			
Charter Authorizer and Department of Education Relations: <ul style="list-style-type: none"> • Ensure charter compliance with the Department of Education on behalf of the Program. • Assist Charter School in complying with all applicable Charter Authorizer policies as reasonably interpreted to apply to the program. • Assist Charter School with drafting the Program's Charter renewal application, including working with Charter School to develop any necessary budgetary and curriculum information. • Present and defend the Charter renewal application before the Charter Authorizer. 			
Communications and Family Engagement <ul style="list-style-type: none"> • Develop, coordinate, and implement a family engagement program. • Management mass communications with families; Promote parent and community volunteer activities; Support resolution of parent concerns. • Work with principal and families to ensure they receive continuous support for their educational goals. • Inform families of community resources available for assistance. 			

Business Services <ul style="list-style-type: none"> • Supervision of all outsourced accounting staff; MARSS compliance. • submission and monitoring of enrollment on EDRS; Review and approval of payroll tax returns; cash management. • Support of annual audit. • Approval of A/P vouchers and payroll; Submission of grant applications and budgets; Reconciliation of grants, and preparation of reimbursement requests. • Monitoring of licensure verification and PAR forms. • Assist with budget preparation and annual audit. 			
Facilities Location, Permitting, and Ongoing Support <ul style="list-style-type: none"> • Oversee building and equipment, including cleaning, preventative maintenance, repair, improvements, inventory, and replacements, as required and authorized. • Assist with budget and contract management with other outside vendors. • Schedule and train staff. • Monitor work performance. 			
Transportation Support <ul style="list-style-type: none"> • Help with selection and management of student bus service. • Oversee bus company performance, management of positive bus behaviors. • Supervise and manage bus discipline, bus arrival and departure processes including staff allocation, bus route changes for new students. • Budgeting and management of field and special event trips. • Handle parent issues and requests. • Instructional Property Management. 			

Charter School Policies and Procedures <ul style="list-style-type: none"> • Prepare policies regarding the responsible use of computer equipment and other instructional property. • Arrange for the distribution and return of computers, printers and instructional materials for staff, administrators, and teachers. • Oversee and implement Charter School Board policy regarding instructional property management. 			
Insurance <ul style="list-style-type: none"> • Assist Charter School with obtaining general liability insurance or other insurance required. • Assist in risk management and processing of insurance claims, if any. 			
Health and Safety <ul style="list-style-type: none"> • Maintain all applicable federal, state, and local health and safety requirements. • Ensure compliance with ID Statutes. 			

Maintenance of Student Records <ul style="list-style-type: none"> • Maintain the records and books of the Program at the Facility, which may be electronic or paper copies of records and provide other services elsewhere, unless prohibited by Applicable Law. • Maintain accurate financial records pertaining to the operation of the Program for a period of seven (7) years (or longer if required by Applicable Law) from the close of the Fiscal Year to which such books, accounts, and records relate. • Maintain accurate student records pertaining to students enrolled in the Program on behalf of the school. • Ensure accessibility of Program records to Charter School, and its independent auditor and the State for completion of audits required by Applicable Law. 			
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<p>order to learn more about how to improve the Program for students.</p> <ul style="list-style-type: none"> • Create and distribute a parent manual and/or student handbook which includes a starting kit for logging onto the learning management system. • Assist with the design and implementation of parent orientation sessions. 			
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Virtual and Blended Programs

The Charter School's LMS system support the mission, as described in detail in the Educational Philosophy, and provides next-level personalization and real-time instructional intervention opportunities. Teachers review data on each student on a regular basis, course correct within modules and assignments, and ensure that the coursework completed is at the level each student needs to achieve their academic goals.

Synchronous & Asynchronous Support

The curriculum is designed to capitalize on the best opportunities that the online venue has to offer for both synchronous and asynchronous learning. Students will experience computer assisted learning in both synchronous and asynchronous environments with teacher led activities in the synchronous environment.

Teacher led synchronous activities include but are not limited to group project development, peer interaction sessions, small group instruction, direct instruction in subject specific areas, and tutoring. Specific examples are every morning check in for Home Room. Teachers meet directly with the total class to ready the students for the instructional day and provide guidance on any problems that are brought forward. Teachers also can provide during the synchronous time visual wellness checks of the students to comply with the duty of care and mandated reporting requirements. Additionally, all students and learning coaches have direct access to teachers during the regularly scheduled teacher office hours or they may request synchronous meetings with the teacher to occur at a mutually agreed to time.

As part of the AMP (Accel Management Platform) platform, the school will provide synchronous instruction through Canvas Conferences. Canvas has integrated and rebranded BigBlueButton as Canvas Conferences. Big Blue Button is an open-source web conferencing system for online learning. Teachers can easily create conferences and invite students, and students can use Canvas Conferences from within student groups. Canvas is a web-based learning management system, or LMS. It is used by learning institutions, educators, and students to access and manage online course learning materials and communicate about skill development and learning achievement. Canvas includes a variety of customizable course creation and management tools, course and user analytics and statistics, and internal communication tools.

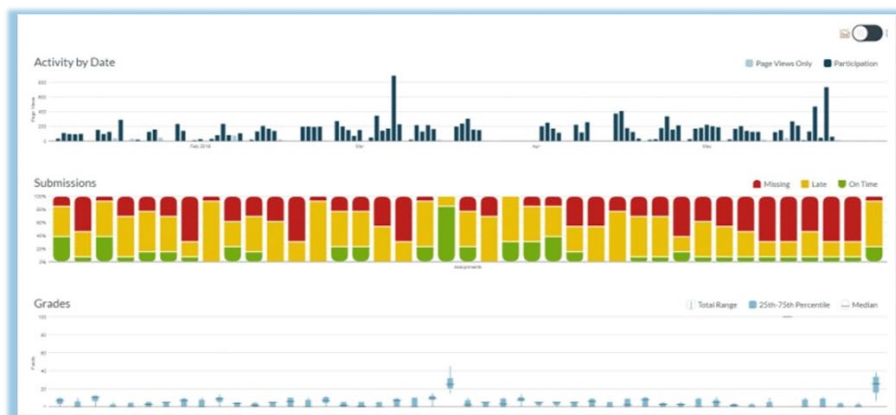
The AMP platform combines the following applications into one single sign on, user friendly, application suite.













The conference software is used for synchronous collaboration between teacher and students and among students. When working on a project, students can go to the teacher's virtual office and work together on a project. They have use of a whiteboard, typed chat, voice chat and webcams. Documents can be file transferred while in an online session and the moderator can share his/her desktop to show, in real-time, how to accomplish a task. If the student is given moderator rights, the student will be able to share his/her desktop or application with other students. Multiple students can all edit a document at the same time, and can all view the changes simultaneously, if given permission to do so. Additionally, if a teacher is holding a whole class meeting in his/her virtual office, he/she can create "breakout" rooms where collaborative groups can meet to discuss a project or work on content.

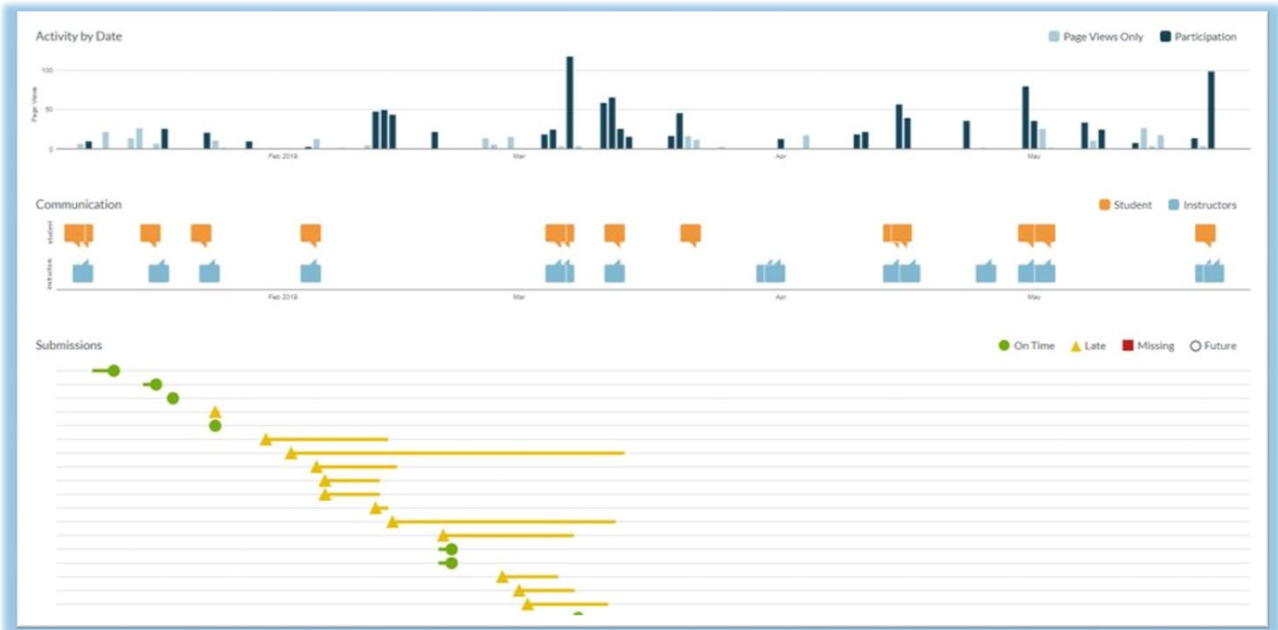
The AMP learning management system (LMS) includes help desk functions that provide support for students and household technology needs required by the online learning platforms and supplied student hardware. Students also have internal email and telephone access to their teachers for instructional and subject area learning support. Students can report errors or difficulties encountered in the systems directly from the AMP portal. Errors and system problems reported are generally remedied within twenty-four hours after reporting. Teachers provide office hours on a regular schedule to assist students with subject area support and tutoring if needed. Additionally, the school will provide special education instruction and related services in accordance with the IDEA, State of Idaho requirements, and applicable policies and practices of the Idaho, State Department of Education, Special Education.

The AMP LMS tracks student engagement and course work on a real time basis.



Student rosters presented in the AMP LMS track student performance against course requirements and scores each student as to level of completion and associated mastery of subject material.

Student	Page Views	Participations	Submissions	On Time	Late	Missing	Current Score
 Ceakretta Belcher	1176	51	39	15	24	0	85.00%
 Lillyth James	1392	36	25	6	19	14	70.1%
 Salvador Krzemien	338	12	4	3	1	35	9.27%
 Angel Medina	1298	33	25	1	24	14	59.84%
 La'Tia Owens	816	26	16	4	12	23	36.71%
 Lutz Perez IV	993	31	22	1	21	17	39.28%
 Emmanuel Reyes	1265	45	27	3	24	12	60%
 Montez Rivers	569	27	21	7	14	18	42.91%
 Tyasha Scales	1377	48	39	16	23	0	69.4%
 Clifton Singleton	1409	59	39	11	28	0	70.45%



The power of the LMS in the management of the school is remarkable. To assure the effective supervision of the students’ attendance in the target population of chronic absentees a powerful attendance accounting system is included. All data is real time and accessible to administration, teachers, parents/guardians, and the Idaho Charter School Commission from anywhere at any time. Student privacy is maintained by assignment of authorized users and access levels of information. For example, the principal may be authorized to see all students and teachers, the teacher may be authorized to see only students on his or her roster, and parents/guardians may be authorized to only view their children. This access to real-time data allows for early intervention and modification of learning programs to meet the individual needs of the student.

Attendance

Reports Daily Consecutive Absences

Function	Description
Teacher Attendance Submission Status	Graphical view of attendance status by teacher by day.
PowerTeacher Attendance	Report showing which teachers have not taken attendance.
Absentee Report	Single day period by period attendance code report.
Search by Grades/Attendance	Searches currently selected students by grades, citizenship, attendance, etc.
Attendance Count	Multi-day period by period attendance code report.
Consecutive Absences	Report detailing consecutive student absences by absence code.

Absence Date	School	Attendance Code	Excused Status	Time Absent in Hours and Minutes
09/12/2019	ODA	UN2 (Unexcused 2 or less hours)	Unexcused	1:44
09/17/2019	ODA	UN1 (Unexcused 1 hour or less)	Unexcused	0:09
09/20/2019	ODA	UN1 (Unexcused 1 hour or less)	Unexcused	0:27
09/26/2019	ODA	UN4 (Unexcused for 4 or less hours, but present for 1 or more)	Unexcused	3:30

8/26-8/30					9/2-9/6					9/9-9/13					9/16-9/20					9/23-9/27					
M	T	W	H	F	M	T	W	H	F	M	T	W	H	F	M	T	W	H	F	M	T	W	H	F	M
					-																				
300	300	300	300	300		300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
P	P	P	P	P		P	P	P	P	P	P	P	UN2	P	P	UN1	P	P	UN1	P	P	P	UN4	UN1	P

Through the LMS the focus of the school is to use nationally validated best practices in the on-line environment and support student learning and leadership development. Specific best practices that are at the foundational core of the school are: Digital Citizenship, Empowering the Learner, Knowledge Constructor, Innovative Design, Computational Thinking, Creative Communication, and Global Collaboration. (*ISTE Standards for Students*)

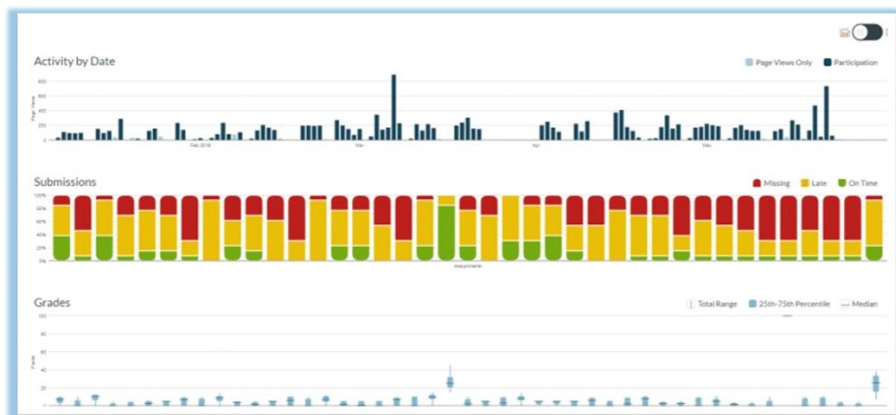
StrongMind, Accelerate Education, eDynamic Learning, and Canvas, incorporate inquiry-based and/or project-based learning opportunities within course lessons and assessments in all courses to enhance peer interaction and problem solving. These activities are built in at the group and individual level depending on the core subject area and grade level.

The charter school's courses, delivered through the LMS, are curated to meet today's rigorous academic environment and Standards. The courses follow an objective-based learning structure. The determination of mastery is achieved when a student can demonstrate proficiency on skills and content as described in grade level state standards and measure through data aggregated in the LMS. To ensure that students are on track to demonstrate mastery on state mandated summative assessments, formative assessment opportunities are utilized in an ongoing manner. Many of the formative assessments are computer based so that students develop the necessary skills to fully participate in state testing programs. These assessments will provide teachers with the information required to monitor progress and adjust instruction.











Students will experience computer assisted learning in both synchronous and asynchronous environments with teacher led activities in the synchronous environment. The AMP (Accel Management Platform) management system includes help desk functions that provide support for students and household technology needs required by the online learning platforms and supplied student hardware.

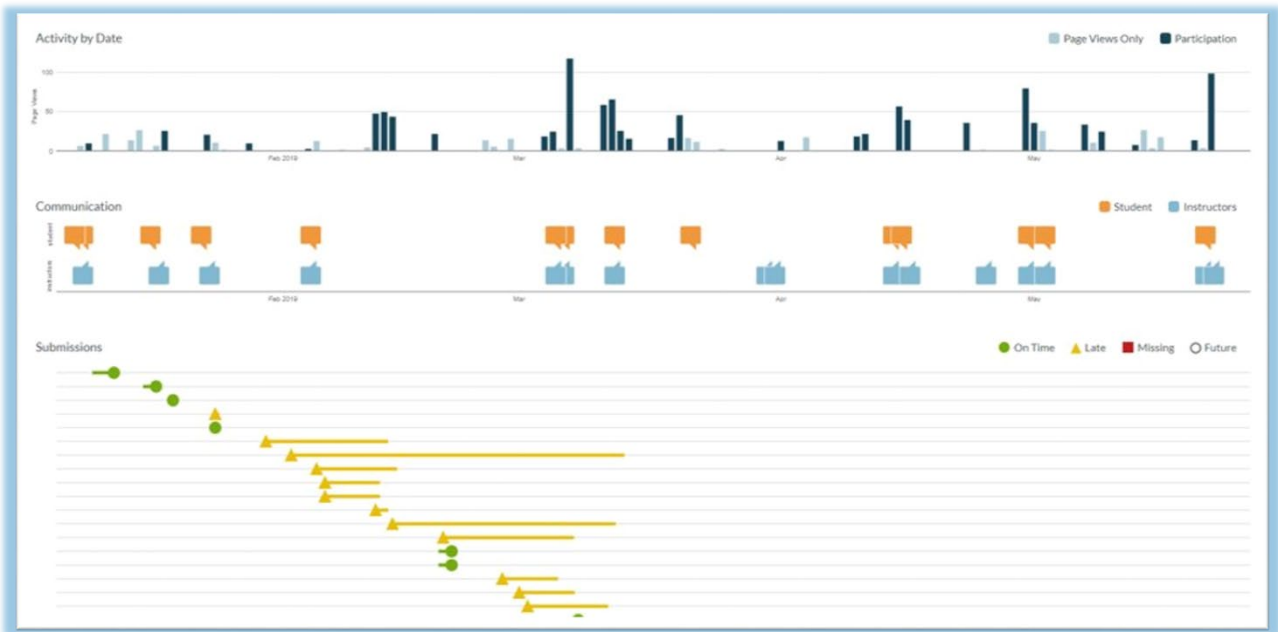
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					-																				
300	300	300	300	300		300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
P	P	P	P	P		P	P	P	P	P	P	P	UN2	P	P	UN1	P	P	UN1	P	P	P	UN4	UN1	P

Safe Research

Providing for the safety of our students is paramount and ensuring that students use the resources of the internet without danger is necessary. The first layer of protection lies with the parents. All students will be utilizing the internet to access the LMS and subsequent coursework use internet providers such as AT&T, Century Link, COX, or Verizon. Each family chooses their provider, who already has established protocols, policies and products that can support user-based preferences regarding blocking content and popups or setting age-appropriate restrictions. The Charter Schools trusts that each family begins their journey into virtual school with these parameters set, but to ensure their protection, as families enroll, safe research practices will be discussed and recommended. All students will also be required In respect to safe research and internet safety, the school will require all students to complete a course in digital citizenship and online learning in a digital world.

Learning in a Digital World: Digital Citizenship:

Learning in a Digital World: Digital Citizenship:

“...The digital world seems to change every day, and touch more of our lives. We use technology to communicate with friends and family, find never ending entertainment options, follow our favorite sports teams and fashion trends, and do our schoolwork. In Learning in a Digital World, you will get the tools to navigate this exciting and always changing world. Learn about real-world issues and how to solve real-world problems through interactive and hands-on assignments. Discover what it means to be a responsible digital citizen, expand your digital literacy, and become a successful online student. Consider the best ways to find, create, and share information, learn to maximize information and communication technologies, and explore digital content creation, from emails and blogs to social media, videos, and podcasts...”

Students have 24/7 access to the LMS, but as added protection, the administration can always suspend an account’s access temporarily if needed. Supplemental external links beyond the CMS can be authorized by teachers and academic leaders after being reviewed by the school administration and approved by the Governing Board to assure there is appropriate academic content relative to the content requirements of the course and within the parameters of the Idaho Academic Learning Standards. Additionally, teachers may directly refer students to links needed for research purposes congruent with the use of technology policies adopted by the school’s Governing Board.

Additionally, students are governed using a “Student Use of Technology Policy” which provides policy for the use of technology in the AOI environment.

Student Use of Technology Policy

The Board of Directors of the school find that new technologies are modifying the way in which information may be accessed, communicated, and transferred. Those changes also alter instruction and student learning. The Charter School offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. By its adoption of this Policy, the Board intends that technological resources provided by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

Educational Purpose

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

“Educational Purpose” means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

“Inappropriate Use” means a use that is inconsistent with an educational purpose or that is in clear violation of this policy and the Acceptable Use Agreement.

Notice and Use

The Charter School shall notify students and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School's technological resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree not to hold the Charter School, or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

Safety

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the Head of School or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using online services and may have teacher aides, student aides, and volunteers assist in this monitoring.

The Head of School or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Head of School or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.¹ Students are expected to follow safe practices when using Charter School technology.

The Charter School advises students:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.

3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
4. To consider how it would feel receiving such comments before making comments about others online.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Damaging, debilitating, or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited. Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Head of School or designee shall block access to such sites on Charter School computers with Internet access.

The Head of School or designee shall oversee the maintenance of the Charter School's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

Acceptable Use Agreement

The Charter School believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
 - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
 - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.

2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent agree not to hold the Charter School, or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.
4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared, limited resources, and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:
 - a. Playing games or online gaming.
 - b. Downloading software, music, movies, or other content in violation of licensing requirements, copyright or other intellectual property rights.
 - c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
 - d. Downloading, viewing, or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
 - e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
 - f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
 - g. Conducting for-profit business.
 - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
 - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
 - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
 - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
5. **No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files

or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

6. **Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
7. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers, and open networks on personal devices.
8. **Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
9. **Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. The Charter School encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

As a user of Charter School technologies, I have read Student Use of Technology Policy and hereby agree to comply with it and the Acceptable Use Agreement.

I understand that computer use is a privilege and not a right. I understand that students who violate this policy in any way will be subject to a referral and possible suspension

Confidentiality

The ESP to be contracted by the school provides a secure internal email system for students, parents, and school personnel through AMP. The secure internal email communication system will only be available to the student and any staff, parent, guardian, or other stakeholder that plays an integral part in monitoring and supporting the success of the student. Key communications, such as instruction and student progress, between staff, student, and parents is logged and secure through the following:

- Google for Education is used for securing access to Accel Management Platform systems. Password enforcement uses best-in-class practices. The Google for Education is configured such that no PII data is passed back or stored, unless explicitly approved by authorized representatives of the school. Communications and documents are stored through Google for Education. Google storage is secured by Google for Education tenant authentication.
- The practice of handling all student files follows FERPA guidelines. All student records, electronically stored is limited access by Microsoft authentication. Only those individuals who are authorized to access these files have access. Once withdrawn, student records are archived and removed from accessible systems. The process of approving access is done at the senior leadership level and approved by the senior technology security individual.

Safeguards

Specialized applications are utilized to provide secure access to external links and filter as required by regulations applicable to internet safety guidelines. In use is GoGuardian, a client-side application, which

restricts access to any external links. By default, all access is blocked unless explicitly opened by domain or subdomain congruent with school policy. Any attempt to access a domain not allowed is logged to the centrally managed console. These exceptions are monitored and reviewed on a regular basis by IT staff and reports of violation are sent to the Principal/Head of School. Content external links are not required within the course offerings. However, if an external link is requested, course related research is constrained by GoGuardian and established school policies when access to external links is granted. Supplemental external links can be authorized by teachers and academic leaders after being reviewed by the school administration and approved by the Governing Board to assure there is appropriate academic content. Subject area requirements are set on a yearly basis for external link review. The Accel Management Platform (AMP) system supports direct reporting of external link errors and link failures which can be reported by students, teachers or academic administration. Generally, link related issues, if any, are resolved within twenty-four hours of the initial report.

The provision of AMP ensures user security through password protected access. The LMS used is Canvas and is secured via single sign-on (SSO) technologies. Google SSO is used to access all Canvas and online education resources. Accounts are centrally managed as part of the enrollment and withdrawal process. Access is only granted and authenticated through Google. All accounts are monitored to validate a relationship between the Canvas and Google accounts. Furthermore, supplemental curriculum is rostered via PowerSchool/Clever and authenticated via Canvas LTI SSO and authenticated by Google.

All external links are monitored, secured, and restricted by one of two following methods:

- GoGuardian is a client-side application, which restricts access to any external links. By default, all access is blocked unless explicitly opened by domain or subdomain. Any attempt to access a domain not allowed is logged to the centrally managed console. These exceptions are monitored and reviewed on a regular basis.
- Meraki (Cisco) content filtering is a network server application, which restricts access to any external links. By default, all access is blocked unless explicitly opened by domain or subdomain. Any attempt to access a domain not allowed is logged to the centrally managed console. These exceptions are monitored and reviewed on a regular basis.
- Google Docs are used for embedded assignments and stored in a managed Google for Education tenant. Access to this repository is restricted to only those who are members of an Accel Schools managed Google account and secured via Google authentication.
- Supplemental (External) Curriculum is restricted by Canvas LTI SSO.

All access, whether to the LMS (Canvas) or external links is tracked by an anonymous GUID generated by the LMS (CanvasID).

Appendices A through F

Appendix A

Budgets and Facilities Options

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:		300	500	750	1,000
	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	\$49,867.75	\$0.00	\$0.00	\$0.00	\$0.00
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Support	NA	\$0.00	\$0.00	\$0.00	\$0.00
Salary and Benefit Apportionment	NA	\$1,669,245.00	\$2,587,800.00	\$4,707,487.50	\$6,233,900.00
Transportation Allowance	NA	\$0.00	\$0.00	\$0.00	\$0.00
Special Distributions	NA	\$100,645.71	\$140,622.18	\$222,086.92	\$293,385.22
REVENUE TOTAL	49,867.75	\$1,769,890.71	\$2,728,422.18	\$4,929,574.42	\$6,527,285.22
Expenditures					
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals	\$12,190.75	\$1,181,000.78	\$1,557,509.46	\$2,147,540.21	\$2,751,734.71
Educational Program Totals	\$0.00	\$860,980.59	\$1,380,362.67	\$2,107,333.88	\$2,796,477.84
Technology Totals	\$0.00	\$268,587.50	\$444,312.50	\$490,999.67	\$656,055.01
Capital Outlay Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board of Directors Totals	\$26,000.00	\$71,000.00	\$71,000.00	\$72,795.80	\$74,637.02
Facilities Totals	\$0.00	\$38,800.00	\$38,800.00	\$37,283.59	\$38,294.02
Transportation Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nutrition Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$11,677.00	(\$668,287.16)	(\$791,030.67)	\$24,325.51	\$144,813.77
EXPENSE TOTAL	49,867.75	\$1,752,081.71	\$2,700,953.96	\$4,880,278.67	\$6,462,012.37
OPERATING INCOME (LOSS)	-	\$17,809.00	\$27,468.22	\$49,295.74	\$65,272.85
PREVIOUS YEAR CARRYOVER		-	\$0.00	\$27,468.22	\$49,295.74
NET INCOME (LOSS)	-	\$17,809.00	\$27,468.22	\$49,295.74	\$65,272.85

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	49,867.75	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	\$49,867.75	

Additional Notes or Details Regarding Revenues: Assumes an Accel loan with an interest rate of 5.25% annually until loan repayment

Pre-Operational Expenditures

Section 1: Staffing

1a: CERTIFIED STAFF	Budget		Assumptions / Details / Sources
Classroom Teachers	FTE	Amount	
Elementary Teachers	0.0		
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	1.0	9,166.67	One month's salary
Assistant Administrator			
Other Certified Staff Subtotals	1.0	9,166.67	
CERTIFIED STAFF TOTAL	1.0	9,166.67	

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	11.94%	1,094.50	
Workers comp	0.07%	6.42	
FICA/Medicare	6.20%	568.33	
Group Insurance	13.78%	1,263.17	
Paid time off (provide assumptions)	1.00%	91.67	
BENEFITS TOTAL		3,024.08	

CERTIFIED & CLASSIFIED STAFF TOTAL	9,166.67	
TOTAL STAFF & BENEFITS TOTAL	12,190.75	

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 assumptions)		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 assumptions)		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	5,000.00	
Legal	20,000.00	
Insurance (property, liability, E & O, etc.)	1,000.00	Board insurance only
Audit		
BOARD OF DIRECTORS TOTAL	26,000.00	
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
Teacher Recruiting	11,677.00	Roughly \$250 per new hire
OTHER TOTAL	11,677.00	
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:		300		500		750		1000	
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									Secured funds only; include documentation
Loans	\$0.00								Include documentation for lender, term, rate, and total principal and interest.
Grants									Provide documentation and details.
Entitlement									Attach the M & O Revenue Template
Salary and Benefit Apportionment	\$1,669,245.00		\$2,587,800.00		\$4,707,487.50		\$6,233,900.00		Attach the M & O Revenue Template
Transportation Allowance									
Special Distributions	NA		NA		NA		NA		From the SDE Special Distributions Doc.
Charter School Facilities									Virtual schools include SDE worksheet
Content and Curriculum									
Continuous Improvement Plans and Training	\$6,600.00		\$6,600.00		\$6,666.00		\$6,732.66		
Gifted Talented									Ignore
Leadership Premiums	\$13,200.90		\$20,646.14		\$31,395.57		\$43,248.23		
IT Staffing	\$4,500.00		\$4,500.00		\$4,545.00		\$4,590.45		
Math and Science Requirement									Based on XXX students @ \$5 per student
Professional Development	\$14,168.52		\$17,647.54		\$22,670.54		\$28,209.06		Per SDE budget guidance
Safe and Drug-Free Schools									
Technology (i.e. infrastructure)	\$19,095.00		\$31,825.00		\$48,214.88		\$64,929.37		Per SDE budget guidance
National Board for Professional Teaching	\$25,081.28		\$41,403.51		\$64,208.69		\$88,340.73		Per SDE budget guidance
Advanced Opportunities									secondary schools only
College and Career Advisors/ Mentors	\$18,000.00		\$18,000.00		\$18,000.00		\$26,114.56		secondary schools only
Literacy Proficiency	NA		NA		\$16,387.25		\$17,754.84		Per SDE budget guidance
Limited English Proficient (LEP)	NA		NA		\$9,999.00		\$13,465.32		Per SDE budget guidance
School Facilities (Lottery)	NA		NA						
REVENUE TOTAL	\$1,769,890.71		\$2,728,422.18		\$4,929,574.42		\$6,527,285.22		
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
Classroom Teachers	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Elementary Teachers	4.0	165,944.00	6.50	269,659.00	9.00	380,115.48	9.89	426,494.81	RegEd starting salary is \$52,000/year
Secondary Teachers	3.6	150,858.18	6.06	251,430.30	10.45	440,003.03	16.82	715,004.92	Secondary is 6-12
Specialty Teachers	0.9	37,337.40	1.50	62,229.00	2.25	94,899.23	3.00	128,386.21	English Language Learners teachers (6% ELL Students)
Classroom Teacher Subtotals	8.54	354,139.58	14.06	583,318.30	21.70	915,017.73	29.71	1,269,885.94	Average classroom size: K-5 45:1/6-12 33:1 per course
Special Education	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
SPED Manager	1.0	53,478.00	1.00	53,478.00	1.00	54,814.95	1.00	56,185.32	Manager will carry a partial class load
Special Education Teacher	2.0	80,897.70	3.25	134,829.50	4.88	205,614.99	6.50	278,170.11	Class size of 20: 1
Special Education Subtotals	2.95	134,375.70	4.25	188,307.50	1.00	260,429.94	7.50	334,355.44	Anticipated % Special Education Students: 12%
Other Certified Staff	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Lead Administrator	1.0	110,000.00	1.00	110,000.00	1.00	112,750.00	1.00	115,568.75	
Student Services Coordinator	1.0	53,478.00	1.00	53,478.00	1.00	54,814.95	1.00	56,185.32	
Operations Manager	1.0	65,000.00	1.00	65,000.00	1.00	66,625.00	1.00	68,290.63	
School Counselor	1.0	45,302.00	1.00	45,302.00	1.00	46,434.55	2.00	47,595.41	
Other Certified Staff Subtotals	4.00	273,780.00	4.00	273,780.00	4.00	280,624.50	5.00	287,640.11	
CERTIFIED STAFF TOTAL	15.49	762,295.28	22.31	\$1,045,405.80	26.70	\$1,456,072.17	42.21	\$1,891,881.48	
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	
Success Coaches	1.0	40,742.00	1.00	40,742.00	2.00	82,502.55	2.50	104,936.11	
Registrar	1.0	45,000.00	1.00	45,000.00	1.00	46,125.00	1.00	47,278.13	
Reception (Administrative Assistant)	1.0	40,000.00	1.00	40,000.00	1.00	41,000.00	1.00	42,025.00	
Other									
CLASSIFIED STAFF TOTAL	3.00	125,742.00	3.00	125,742.00	4.00	169,627.55	4.50	194,239.24	
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%	\$106,031.65	11.94%	\$139,835.05	11.94%	\$188,868.61	11.94%	\$240,904.24	
Workers comp	0.07%	621.63	0.07%	819.80	0.07%	1,107.27	0.07%	1,412.34	
FICA/Medicare	6.20%	55,058.31	6.20%	72,611.16	6.20%	98,072.48	6.20%	125,092.66	
Group insurance	13.78%	122,371.54	13.78%	161,384.17	13.78%	217,973.99	13.78%	278,028.52	
Paid time off (provide assumptions)	1.00%	8,880.37	1.00%	11,711.48	1.00%	15,818.14	1.00%	20,176.23	
BENEFITS TOTAL		292,963.50		386,361.66		521,840.49		665,613.99	
CERTIFIED & CLASSIFIED STAFF TOTAL		888,037.28		1,171,147.80		\$1,625,699.72		\$2,086,120.72	
TOTAL STAFF & BENEFITS TOTAL		1,181,000.78		1,557,509.46		\$2,147,540.21		\$2,751,734.71	

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	11,848.86	17,200.61	25,337.63	34,102.78	Approx. \$1,000 per RegEd Teacher and \$3,500 per year for conferences
SPED Contract Services	19,500.00	32,500.00	49,984.11	68,332.62	Types of anticipated SPED Contractors:
Membership Dues	2,000.00	2,000.00	2,050.63	2,102.54	
State SPED Testing (Travel & Administration)	25,000.00	25,000.00	25,632.88	26,281.78	
Staff Recruiting	4,496.59	6,327.65	2,632.22	2,924.51	\$250 per new hire
Enrollment Processing	30,000.00	50,000.00	33,200.00	43,500.00	See attached Fee Schedule for Enrollment Processing Fees
Community Outreach	90,000.00	150,000.00	225,000.00	300,000.00	See attached Fee Schedule for Community Outreach Fees
Backoffice Support Services	213,711.68	329,618.66	591,548.93	783,274.23	See attached Fee Schedule for Backoffice Support Services Fees
Office Supplies	5,000.00	5,000.00	5,126.58	5,256.36	
OVERALL EDUCATION PROGRAM TOTAL	401,557.14	617,646.92	960,512.98	1,265,774.82	

2b: ELEMENTARY PROGRAM	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum	234,000.00	390,000.00	526,500.00	578,500.00	See attached Fee Schedule for Curriculum Cost
Elementary Instructional Supplies & Consumables					
Elementary Special Education Curricular Materials	7,454.07	12,423.45	17,196.23	19,372.95	
Elementary Student Testing & Assessment	27,000.00	45,000.00	62,287.89	70,172.35	
Elementary Student Activities Program	7,200.00	12,000.00	16,610.10	18,712.63	
Elementary Contract Services (provide assumptions)					
ELEMENTARY PROGRAM TOTAL	275,654.07	459,423.45	622,594.23	686,757.92	

2c: SECONDARY PROGRAM	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Secondary Curriculum	156,000.00	260,000.00	448,500.00	721,500.00	See attached Fee Schedule for Curriculum Cost
Secondary Instructional Supplies & Consumables					
Secondary Special Education Curricular Materials	4,969.38	5,292.30	8,517.26	11,588.56	
Secondary Student Testing & Assessment	18,000.00	30,000.00	53,060.06	87,518.32	
Secondary Student Activities Program	4,800.00	8,000.00	14,149.35	23,338.22	
Secondary Contract Services (provide assumptions)					Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	183,769.38	303,292.30	524,226.67	843,945.10	
EDUCATIONAL PROGRAM TOTAL	860,980.59	1,380,362.67	2,107,333.88	2,796,477.84	

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	5,000.00	5,000.00	5,126.58	5,256.36	
Contracted Services					Include details.
Student Technology Assistance Services	45,000.00	75,000.00	112,500.00	150,000.00	See attached Fee Schedule for Student Technology Assistance Services
SPED Assistive Technology	11,212.50	18,687.50	28,740.86	39,291.26	
Computers for Staff Use					Included in ACCEL Management Fees
Computers for Student Use	146,625.00	244,375.00	188,912.50	248,625.00	
Student Technology Support Reimbursement	60,750.00	101,250.00	155,719.73	212,882.40	
Other Technology Hardware (i.e. document cameras, projectors, etc.)					
TECHNOLOGY TOTAL	268,587.50	444,312.50	490,999.67	656,055.01	

Additional Notes or Details Regarding Technology Expenditures:

Section 4: Non-Facilities Capital Outlay					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)					
Kitchen Equipment (warming oven, salad bar, etc.)					
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)					
CAPITAL OUTLAY TOTAL	-	-	-	-	
Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:					
Section 5: Board of Directors					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Board Training	10,000.00	10,000.00	10,253.15	10,512.71	
Legal	5,000.00	5,000.00	5,125.00	5,253.13	
Insurance (property, liability, E & O, etc.)	36,000.00	36,000.00	36,911.34	37,845.76	General Liability and D&O Insurance
Audit	20,000.00	20,000.00	20,506.30	21,025.42	
BOARD OF DIRECTORS TOTALS	71,000.00	71,000.00	72,795.80	74,637.02	
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	13,800.00	13,800.00	14,214.00	14,640.42	600 sqft office at \$23/sqft for Admin Staff only
Construction / Remodeling (if applicable)					
Repairs and Maintenance	1,500.00	1,500.00	1,537.97	1,576.91	
Facilities Maintenance Contracts (i.e. snow removal; trash; lawn care, custodial, security, etc.)					
Utilities (i.e. gas, electric, water, etc.)	6,000.00	6,000.00	6,151.89	6,307.63	
Phone/Internet Access	5,000.00	5,000.00	5,126.58	5,256.36	
Furniture, Fixtures and Equipment	5,000.00	5,000.00	2,563.29	2,628.18	
Office Postage	1,000.00	1,000.00	1,025.32	1,051.27	
Copiers / Reproduction	4,000.00	4,000.00	4,101.26	4,205.08	
In Person Covid-19 Health Measures	2,500.00	2,500.00	2,563.29	2,628.18	Testing for in-office staff
FACILITIES TOTAL	38,800.00	38,800.00	37,283.59	38,294.02	
Additional Notes or Details Regarding Facilities Expenditures:					
Section 7: Transportation					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation					
Special Transportation (i.e. SPED, field trips, etc.)					
Other Transportation Costs (specify)					
TRANSPORTATION TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	
Additional Notes or Details Regarding Transportation Expenditures:					
Section 8: Nutrition Program					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Food Costs					Virtual Program - no food
Non-Food Costs					
NUTRITION TOTAL	-	-	-	-	
Additional Notes or Details Regarding Other Expenditures:					
Section 9: Other Expenditures					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Payroll Processing Fees	34,887.27	52,465.45	110,144.34	115,720.40	\$85 per mo per Accel employee/\$200 per mo per board employee
Banking Fees	1,000.00	1,000.00	1,025.32	1,051.27	
Pre-Operational Budget Loan Repayment	-	-	-	49,791.43	
Pre-Operational Budget Loan Interest	2,691.13	2,614.05	2,614.05	2,614.05	5.25% of pre-operational spend
Pupil Health Support	2,160.00	3,600.00	4,983.03	5,613.79	\$12 per pupil
Teacher Bonus Allocation	39,606.55	42,984.62	59,668.04	78,089.52	2-3% of teaching salaries
Teacher/Staff Stipends	30,000.00	30,000.00	30,750.00	31,518.75	
Accel Fee Credits	(778,632.12)	(923,694.80)	(184,859.26)	(139,585.44)	Credits to offset Accel fees for a balanced school budget
OTHER TOTAL	(668,287.16)	(791,030.67)	24,325.51	144,813.77	
Additional Notes or Details Regarding Other Expenditures:					

Idaho Public Charter School Commission														
Cash Flow Operational Year 1														
	Year 1 Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total
Student Enrollment Capacity	500													
Revenue														
Donations and Contributions	0													\$0.00
Loans	0													\$0.00
Grants	0													\$0.00
Entitlement	0													\$0.00
Salary and Benefit Apportionment	2,587,800	\$905,730.00	\$388,170.00			\$517,560.00			\$517,560.00			\$258,780.00		\$2,587,800.00
Transportation Allowance	0													\$0.00
Special Distributions	140,622				\$15,625.00	\$15,625.00	\$15,625.00	\$15,625.00	\$15,625.00	\$15,625.00	\$15,625.00	\$15,625.00	\$15,622.18	\$140,622.18
Total Revenue	\$2,728,422.18	\$905,730.00	\$388,170.00	\$0.00	\$15,625.00	\$533,185.00	\$15,625.00	\$15,625.00	\$533,185.00	\$15,625.00	\$15,625.00	\$274,405.00	\$15,622.18	\$2,728,422.18
Expenditures														
Salaries and Benefits	1,557,509.46	\$129,792.46	\$129,792.46	\$129,792.46	\$129,792.46	\$129,792.46	\$129,792.46	\$129,792.46	\$129,792.46	\$129,792.46	\$129,792.46	\$129,792.46	\$129,792.46	\$1,557,509.46
Education Program	1,380,362.67	16,728.67	553,996.67	68,728.67	70,603.67	132,710.87	70,603.67	70,603.67	132,710.87	70,603.67	70,603.67	101,657.27	20,811.33	\$1,380,362.67
Technology Totals	444,312.50	30,776.04	\$60,776.04	35,776.04	35,776.04	35,776.04	35,776.04	35,776.04	35,776.04	35,776.04	35,776.04	35,776.04	30,776.04	\$444,312.50
Capital Outlay Totals	-													\$0.00
Board of Directors	71,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$8,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$33,000.00	\$71,000.00
Facilities	38,800.00	\$3,233.33	\$3,233.33	\$3,233.33	\$3,233.33	\$3,233.33	\$3,233.33	\$3,233.33	\$3,233.33	\$3,233.33	\$3,233.33	\$3,233.33	\$3,233.33	\$38,800.00
Transportation	\$0.00													\$0.00
Nutrition	-													\$0.00
Other	(791,030.67)	(\$65,919.22)	(\$65,919.22)	(\$65,919.22)	(\$65,919.22)	(\$65,919.22)	(\$65,919.22)	(\$65,919.22)	(\$65,919.22)	(\$65,919.22)	(\$65,919.22)	(\$65,919.22)	(\$65,919.22)	(\$791,030.67)
Total Expenditures	\$2,700,953.96	\$117,611.27	\$684,879.27	\$174,611.27	\$176,486.27	\$243,593.47	\$176,486.27	\$176,486.27	\$238,593.47	\$176,486.27	\$176,486.27	\$207,539.87	\$151,693.94	\$2,700,953.96
Cash Flow														
Operational Cash Flow		\$788,118.73	(\$296,709.27)	(\$174,611.27)	(\$160,861.27)	\$289,591.53	(\$160,861.27)	(\$160,861.27)	\$294,591.53	(\$160,861.27)	(\$160,861.27)	\$66,865.13	(\$136,071.75)	\$27,468.22
Cash on Hand	\$0.00	-	\$788,118.73	\$491,409.45	\$316,798.18	\$155,936.90	\$445,528.43	\$284,667.15	\$123,805.88	\$418,397.40	\$257,536.13	\$96,674.85	\$163,539.98	
Cash End of Period		\$788,118.73	\$491,409.45	\$316,798.18	\$155,936.90	\$445,528.43	\$284,667.15	\$123,805.88	\$418,397.40	\$257,536.13	\$96,674.85	\$163,539.98	\$27,468.22	\$27,468.22

Virtual Prep of Idaho FY2023 Accel Fee Schedule		
Description	Fee	Description
Curriculum & Materials, AMP System, and Instructional Support Services	\$1,300/pupil/yr - upfront fee of \$260 and \$104 billed monthly, over a maximum of 10 months	a) Curriculum including Core, Elective, CTE and AP Courses; b) Balanced assessment system; c) AMP System including SIS, LMS, in course email and schoolwide communication system; d) Web Conference technology integrated into AMP; e) Any online and physical textbooks; f) Teacher Professional Development
Student Technology Assistance Services	\$150/pupil/yr - upfront fee of \$50, \$100 billed monthly, over a maximum of 10 months	24/7 technical support through on-line Help and live phone support via Accel Support Services to parents and students on Monday-Friday 9:00 a.m. to 7:00 p.m. (ET); and on-call support all other times. Oversight, Logistics and Fulfillment Service for Student Computer Distribution, Reclamation and Refurbishment
Enrollment Processing	\$100/pupil (gross new only) - upfront fee	Assist parents/guardians of new students with the school enrollment process
Community Outreach, School Website, and Enrollment Services	\$300/pupil/yr - billed monthly	Provide marketing plan and implementation; provide oversight of school public website. This includes recruitment materials, information sessions, school branding, website development, recruitment campaigns, enrollment communication tools, and management and incorporation of feedback on the program.
School Back Office Support	12% of Total Revenue, billed monthly	Accel Management Services including : Human Resources, School Leadership Support and Development, Accreditation Support, External Reporting Support, State Testing Support, Legal, Board Relations, Staff Tech. Support, Special Education Support, Gifted Program Support, Homeless and Migrant Services Support, School Counseling and Family Support, Accessibility Support, ELL Support, Additional recruiting fees if needed. School Budgeting & Planning, Pupil Accounting, Federal Programs & Compliance Support, Student ISP Stipend Administration, Procurement, Audit Support (as needed), Insurance/Risk Mgt. Support, Facility Support, Records Security and Mgt.

Fee Category	Student Tenure	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Total Fees
Curriculum & Materials, AMP System, and Instructional	One Day	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	One Month	364	-	-	-	-	-	-	-	-	-	364
	6 months	364	104	104	104	104	104	-	-	-	-	884
	Full Year	364	104	104	104	104	104	104	104	104	104	1,300
Student Technology Assistance Services	One Day	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	One Month	60	-	-	-	-	-	-	-	-	-	60
	6 months	60	10	10	10	10	10	-	-	-	-	110
	Full Year	60	10	10	10	10	10	10	10	10	10	150
Enrollment Processing	One Day	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100
	One Month	100	-	-	-	-	-	-	-	-	-	100
	6 months	100	-	-	-	-	-	-	-	-	-	100
	Full Year	100	-	-	-	-	-	-	-	-	-	100
Community Outreach	One Day	\$ 30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30
	One Month	30	-	-	-	-	-	-	-	-	-	30
	6 months	30	30	30	30	30	30	-	-	-	-	180
	Full Year	30	30	30	30	30	30	30	30	30	30	300
School Back Office Support	One Day	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	One Month	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	6 months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Full Year	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Above table shows diminishing charges based on tenure of students in school.

IDAHO PUBLIC CHARTER SCHOOL COMMISSION

PETITION FACILITY OPTIONS TEMPLATE

◆ ◆ ◆ ◆ ◆

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

Phone: (208) 332-1561
chartercommission.idaho.gov

Alan Reed, Chairman
Tamara Baysinger, Director

UPDATED 7/25/18

New Charter Petition Facility Option 1						
Location Address						
Facility Information	Anticipate Move-In Date	5/2/2022	Facility Type	Choose an item.	Facility Status	Unlikely
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:					
	Physical Address of Home Office:					
	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>All prosed facility information is contained in Section 2 Finance and Facility Plan of the charter application.</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		
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.		

New Charter Petition Facility Option 2						
Location Address						
Facility Information	Anticipate Move-In Date	Click or tap to enter a date.	Facility Type	Choose an item.	Facility Status	Choose an item.
Budget Location	Please indicate if this option is reflected in the Budget Template (Attachment A1-A4)			Choose an item.		
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:					
	Physical Address of Home Office:					
	Website Address:					
	Company Contact:					
	Company Contact Phone Number:					

Additional Information - Facility Option 2
<p>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.</p>
<p>Facility Option 2 - Details</p>

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.		

Appendix B

Articles of Incorporation and Bylaws

**BYLAWS
OF
THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC.**

The following **BYLAWS** are for the regulation and internal operations, except as otherwise provided by the statute and by its Articles of Incorporation, of **THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC.**, an Idaho Nonprofit Corporation.

I. MEMBERSHIP

The corporation has no members. The rights which would otherwise vest in the members vest in the directors of the corporation (hereinafter “Trustees”) of THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC. (hereinafter “ICLP” OR “Corporation”). Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Trustees.

II. BOARD OF TRUSTEES

A. Powers

The Board of Directors of the Nonprofit Corporation shall serve and be known as the Board of Trustees of the Nonprofit Corporation. The Board shall conduct or direct the affairs of the corporation and exercise its powers, in accordance with and subject to the limitations of the Chapter 52, Title 33, Idaho Code, and Idaho Nonprofit Corporation Act, 30-30-1. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board’s ultimate jurisdiction. Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

- to elect and remove Trustees
- to select and remove officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.
- to conduct, manage and control the affairs and activities of the corporation, and to make rules, regulations and policies.
- to enter into contracts, leases and other agreements which are, in the Board’s judgment, necessary or desirable in obtaining the purposes of promoting the interests of the corporation.

The Idaho Collaborative Learning Partners, Inc.

- to act as trustee under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust.
- to acquire real or personal property, in the name of the corporation, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.
- to borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.
- to indemnify and maintain insurance on behalf of any of its Trustees, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the Chapter 52, Title 33, Idaho Code and limitations noted in these Bylaws.

B. Number of Trustees

The number of Trustees of the corporation shall be not less than three (3) nor more than five (5). The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixed at three (3). The names of the three initial trustees are noted in the Articles of Incorporation.

C. Election of Trustees

1. Election. The Board shall elect the Trustees by a vote of a majority of the Trustees then in office, whether or not the number of trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee.
 - a. Candidates may be any person who in the Board's discretion it believes will serve the interests of the corporation faithfully and effectively
2. Terms of Office
 - a. The term of office of all members of the initial Board of Trustees shall be one year.
 - b. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one-, two-, and three- year terms. Following the expiration of those designated terms, the term of each Trustee shall continue for three years.
 - c. The term of office of a Trustee elected to fill a vacancy in these Bylaws begins on the date of the Trustee's election, and continues:

The Idaho Collaborative Learning Partners, Inc.

- (1) for the balance of the un-expired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or
- (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized.
- (3) a Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action.
- (4) a Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action.

D Removal of Trustees

The Board may remove a Trustee without cause as provided by the Idaho Nonprofit Corporation Act. The board may also remove any Trustee without cause who:

- has failed to attend two or more of the Board's Regular Meetings in any calendar year;
- has been declared of unsound mind by a final order of court;
- has been convicted of any felony;
- has been found by a final order or judgment of any court to have breached any duty imposed by the Idaho Nonprofit Corporation Act; or
- for such other good causes as the Board may determine.

E Resignation by Trustee

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Trustee may not resign without first giving notice to the Idaho Attorney General if the Trustee's resignation would leave the corporation without a duly elected Trustee in charge of its affairs.

F Vacancies

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee; upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

G Compensation of Trustees

Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting corporation business.

III. PRINCIPAL OFFICE

The corporation's initial principle office shall be at the registered office as noted in the Articles of Incorporation, or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principle office on the copy of the Bylaws maintained by the secretary.

IV. MEETINGS OF THE BOARD

A. Place of Meetings

Board Meetings shall be held at the corporation's principle office or at any other reasonably convenient place as the Board may designate and in compliance with the Idaho Open Meetings Law, Idaho Code §§ 74-201 through 74-208.

B. Annual Meetings

An Annual Meeting shall be held the first Tuesday in July of each year for the purpose of installing Trustees, making and receiving reports on corporate affairs, and transacting other business as comes before the meeting.

C. Regular Meetings

Regular Meetings shall be held the first Tuesday of each month at the principle office and shall be open to the public.

D. Special Meetings

Special Meetings can be held at any time, called by the Chair or by any two (2) Trustees and shall be open to the public.

E. Adjournment

A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place be fixed at the meeting adjourned, except if the meeting is adjourned for longer than 24 hours. Notice of the adjournment shall be given as specified in these Bylaws.

F. Notices

Notices of Board Meetings shall be given as follows:

Annual Meetings and Regular Meetings may be held without notice as noted in the Bylaws when the Board fixed the time and place of such meetings. Special Meetings shall be held upon four days' notice by first-class mail or 48 hours' notice delivered personally or by telephone, facsimile or e-mail. Notices will be deemed given when deposited in the United States mail, addressed to the recipient at the address shown for the recipient in the corporation's records, first-class postage prepaid; when personally delivered in writing to the

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recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Trustee or to a person whom it is reasonably believed will communicate it promptly to the Trustee.

G. Waiver of Notice

Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement, of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting.

V. ACTIONS BY THE BOARD**A. Quorum**

A quorum consist of a majority of the fixed number of Trustees

B. Action by the Board

1. Actions Taken at Board Meetings. The actions taken and decisions made by a majority of the Trustees present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for the purposes of appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Trustees then in office is required by the Chapter 52, Title 33, Idaho Code or as set out in these Bylaws. The Board may continue to transact business at a meeting at which a quorum was originally present, even though Trustees withdraw, provided that any action taken is approved by at least a majority of the quorum required.
2. Board Meeting by Conference Telephone. Trustees may participate in a Board meeting through use of conference telephone or similar communication equipment, so long as all Trustees, participating in such meeting can hear one another. Participation in a meeting pursuant to this section constitutes presence in person at such meeting. All board meetings conducted by telephone conference call shall fully comply with the Idaho Open Meetings Law, Idaho Code §§ 74-201 through 74-208

C. Committees

1. Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Trustees. A Board Standing Committee will consist of at least two Trustees, who shall serve at the pleasure of the Board.
2. Authority of Board Committees. The Board may delegate to a Board committee any of the authority of the Board, except with respect to:
 - a. the filling of vacancies on the Board or any committee which has the authority of the Board.
 - b. the amendment or repeal of any Board resolution.

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- c. the amendment or repeal of Bylaws or the adoption of new Bylaws.
 - d. the appointment of other committees of the Board, or the members of the committees.
 - e. the expenditure of corporate funds to support a nominee for Trustee.
 - f. the approval of any self-dealing transaction, as defined by Chapter 52, Title 33, Idaho Code.
3. Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner in which the proceedings of its committee are conducted, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings.

D. Standard of Care

- 1. Performance of Duties. Each Trustee shall perform all duties of a Trustee, including duties on any Board Committee, in good faith, in a manner the Trustee believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
- 2. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
 - a. one or more officers or employees of the corporation whom the Trustee believes to be reliable and competent in the matters presented;
 - b. legal counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or
 - c. a Board Committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.
- 3. Investments. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

E. Rights of Inspection

Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation, provided that such

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inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law pursuant Chapter 3, title 9 Idaho Code, on disclosure of public records.

F. Participation in Voting

A quorum of the board consists of a majority of the Trustees in office immediately before a meeting begins. The action of the majority of the Trustees present at a meeting at which a quorum is present shall be the action of the Board. A majority of the committee members fixed and appointed by the Board shall constitute a quorum for the transaction of business at a meeting of such committee. The action of the majority of the committee members present at a meeting at which a quorum is present shall be the action of the committee.

G. Executive Sessions

Executive sessions may be held during any meeting after the presiding officer has identified the authorization under this act for the holding of such executive session pursuant Chapter 2, Title 74 Idaho Code. Every Trustee has a duty to maintain the confidentiality of all Board executive session deliberations, and discussions. Any Trustee violating this confidence may be removed from the Board. Moreover, the ICLP Faculty or Student Representative may be disciplined, including immediate dismissal, if Board executive session information is disclosed without the Chair's prior approval.

No executive session may be held for the purpose of taking any final action or making any final decision.

Labor negotiations may be conducted in executive session if either side requests closed meetings. Notwithstanding the provisions of section 74-204, Idaho Code, subsequent sessions of the negotiations may continue without further public notice.

VI. OFFICERS

- A. The Officers of the corporation consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Chief Financial Officer (hereinafter "Treasurer"). The corporation also may have such other officers as the Board deems advisable.

- 1. Chair. Subject to Board control, the Chair has general supervision, direction and control of the affairs of the corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.

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2. Vice Chair. If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform other such duties as the Board may prescribe.
3. Secretary. The Secretary shall:
 - a. keep or cause to be kept, at the corporation's principle office, or such other place as the Board may direct a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings;
 - b. keep or cause to be kept a copy of the corporation's Articles of Incorporation and Bylaws, with amendments;
 - c. give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and
 - d. have such other powers and perform such other duties as the Board may prescribe.
4. Treasurer. The Treasurer shall:
 - e. keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements;
 - f. make the books of account available at all times for inspection by any Trustee;
 - g. deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates;
 - h. disburse or cause to be disbursed the corporation's funds as the Board directs;
 - i. render to the Chair and the Board, as requested but no less frequently than at the beginning of each quarter, an account of the corporation's financial transactions and financial condition;
 - j. prepare annual financial report and budget;
 - k. to cause to be made a full and complete audit of the financial statements of the school as required in section 67-450B, Idaho Code. The auditor shall be employed on a written contract. One (1) copy of the audit report shall be filed with the state department of education, after its acceptance by the board of trustees, but not later than October 15.
 - l. prepare any reports on financial issues required by an agreement on loans; and
 - m. have such other powers and perform such other duties as the Board may prescribe.

B. Election, Eligibility and Term of Office

1. Election. The Board shall elect the officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that

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purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.

2. Eligibility. A Trustee may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair.
3. Term of Office. Each officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

C. Removal and Resignation

The Board may remove any officer, either with or without cause, at any time. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the corporation, the resignation taking effect on receipt of the notice or at a later date specified in the notice.

VII. NON-LIABILITY OF TRUSTEES

The Trustees shall not be personally liable for the corporation's debts, liabilities, or other obligations.

VIII. INDEMNIFICATION OF CORPORATE AGENTS

The corporation may, in accordance with section 30-30-626 of the Act, indemnify any Trustee, officer, or employee of the Corporation against expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party, or is threatened to be made a party, by reason of being or having been an officer, except in relation to matters as to which such person is judged to be liable for willful misconduct in the performance of such person's duties to the Corporation.

All officers and directors of the corporation shall comply with the general standards of conduct contained in Idaho Code § 30-30-623.

IX. INSURANCE FOR CORPORATE AGENTS

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Trustee, officer, employee or other agent of the corporation, against any liability other than for violating provisions of laws relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of the Idaho Charter Schools Act.

X. SELF-DEALING TRANSACTIONS

Except as may otherwise be provided by the Act or the Articles, no contract or other transaction between the Corporation and one or more of the Trustees or any other corporation, firm, association or entity in which a Trustee of the Corporation has an interest shall be voided of doing business with the corporation subject to the provisions section 33-5204 and 33-507 or other relevant sections of Idaho Code.

XI. OTHER PROVISIONS

A. Fiscal Year

The fiscal year of the corporation begins on July 1st of each year and ends on June 30th of the following year.

B. Execution of Instruments

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the corporation. Such authority may be general or confined to specific instances.

Unless so authorized, no officer, agent, or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

C. Checks and Notes

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation may be signed by the Chair, Treasurer or ICLP Administrator.

D. Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Idaho Charter Schools Act and Idaho Nonprofit Corporation Act shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for conveniences for reference only and are not intended to limit or define the scope or effect of any provisions.

E. Conflict of Interest

Any Trustee, Officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure in writing of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist or can be reasonably construed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). Each of the trustees and the Board of Trustees shall at all times comply with the Ethics in

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Government Act, Idaho Code sections 74-401 *et seq.* and shall comply with the General Standards for Directors, Idaho Code section 30-30-623. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest policies requiring:

- a. regular annual statements from Trustees, officers, key employees to disclose existing and potential conflict of interest; and
- b. corrective and disciplinary actions with respect to transgressions of such policies.

For the purpose of this section, a person shall be deemed to have an “interest” in a contract or other transaction if he or she, or a spouse is the party (or one of the parties) contracting or dealing with the corporation, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

F. Interpretation of Charter

Whenever any provisions of these Bylaws are in conflict with the provisions of the Charter, the provisions of these Bylaws control.

XII. AMENDMENT

A majority of trustees may adopt, amend or repeal these Bylaws at any regularly scheduled or special meeting of the Board with appropriate public notice as required herein.

The foregoing Bylaws were regularly adopted by the Board of Directors of THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC. at the meeting of the Board of Directors held on the 6th day of October, 2021.

DocuSigned by:

 13B7B9745DAB4A8

 Chair of the Board

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of The Idaho Collaborative Learning Partners, Inc., a nonprofit public benefit corporation duly organized and existing under the laws of the State of Idaho, that the foregoing Bylaws of said corporation were duly and regularly adopted as such by the Board of Trustees of said corporation, whose Trustees are the only members of said corporation; and that the above and foregoing Bylaws are now in full force and effect

 Secretary

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TAB 1

Articles of Incorporation, Bylaws, Signatures And Mission Statement

Signatures of Qualified Electors

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

Mission Statement

The mission of The Idaho Collaborative Learning Partners is to provide K-12 students with an individualized education in an environment focused on achievement and peer interaction while rooted in rigor and innovation and supported through current instructional technology and technology-based experiences. Compelling inquiry-based learning will instill in all students an intellectual curiosity and a sense of their unique purpose and strengths. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity.

**BYLAWS
OF
THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC.**

The following **BYLAWS** are for the regulation and internal operations, except as otherwise provided by the statute and by its Articles of Incorporation, of **THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC.**, an Idaho Nonprofit Corporation.

I. MEMBERSHIP

The corporation has no members. The rights which would otherwise vest in the members vest in the directors of the corporation (hereinafter “Trustees”) of THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC. (hereinafter “ICLP” OR “Corporation”). Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Trustees.

II. BOARD OF TRUSTEES

A. Powers

The Board of Directors of the Nonprofit Corporation shall serve and be known as the Board of Trustees of the Nonprofit Corporation. The Board shall conduct or direct the affairs of the corporation and exercise its powers, in accordance with and subject to the limitations of the Chapter 52, Title 33, Idaho Code, and Idaho Nonprofit Corporation Act, 30-30-1. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board’s ultimate jurisdiction. Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

- to elect and remove Trustees
- to select and remove officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.
- to conduct, manage and control the affairs and activities of the corporation, and to make rules, regulations and policies.
- to enter into contracts, leases and other agreements which are, in the Board’s judgment, necessary or desirable in obtaining the purposes of promoting the interests of the corporation.

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- to act as trustee under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust.
- to acquire real or personal property, in the name of the corporation, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.
- to borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.
- to indemnify and maintain insurance on behalf of any of its Trustees, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the Chapter 52, Title 33, Idaho Code and limitations noted in these Bylaws.

B. Number of Trustees

The number of Trustees of the corporation shall be not less than three (3) nor more than five (5). The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixed at three (3). The names of the three initial trustees are noted in the Articles of Incorporation.

C. Election of Trustees

1. Election. The Board shall elect the Trustees by a vote of a majority of the Trustees then in office, whether or not the number of trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee.
 - a. Candidates may be any person who in the Board's discretion it believes will serve the interests of the corporation faithfully and effectively
2. Terms of Office
 - a. The term of office of all members of the initial Board of Trustees shall be one year.
 - b. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one-, two-, and three- year terms. Following the expiration of those designated terms, the term of each Trustee shall continue for three years.
 - c. The term of office of a Trustee elected to fill a vacancy in these Bylaws begins on the date of the Trustee's election, and continues:

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- (1) for the balance of the un-expired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or
- (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized.
- (3) a Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action.
- (4) a Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action.

D Removal of Trustees

The Board may remove a Trustee without cause as provided by the Idaho Nonprofit Corporation Act. The board may also remove any Trustee without cause who:

- has failed to attend two or more of the Board's Regular Meetings in any calendar year;
- has been declared of unsound mind by a final order of court;
- has been convicted of any felony;
- has been found by a final order or judgment of any court to have breached any duty imposed by the Idaho Nonprofit Corporation Act; or
- for such other good causes as the Board may determine.

E Resignation by Trustee

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Trustee may not resign without first giving notice to the Idaho Attorney General if the Trustee's resignation would leave the corporation without a duly elected Trustee in charge of its affairs.

F Vacancies

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee; upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

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Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting corporation business.

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The corporation's initial principle office shall be at the registered office as noted in the Articles of Incorporation, or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principle office on the copy of the Bylaws maintained by the secretary.

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Board Meetings shall be held at the corporation's principle office or at any other reasonably convenient place as the Board may designate and in compliance with the Idaho Open Meetings Law, Idaho Code §§ 74-201 through 74-208.

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An Annual Meeting shall be held the first Tuesday in July of each year for the purpose of installing Trustees, making and receiving reports on corporate affairs, and transacting other business as comes before the meeting.

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Regular Meetings shall be held the first Tuesday of each month at the principle office and shall be open to the public.

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Special Meetings can be held at any time, called by the Chair or by any two (2) Trustees and shall be open to the public.

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recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Trustee or to a person whom it is reasonably believed will communicate it promptly to the Trustee.

G. Waiver of Notice

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 - a. the filling of vacancies on the Board or any committee which has the authority of the Board.
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- c. the amendment or repeal of Bylaws or the adoption of new Bylaws.
 - d. the appointment of other committees of the Board, or the members of the committees.
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- 2. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
 - a. one or more officers or employees of the corporation whom the Trustee believes to be reliable and competent in the matters presented;
 - b. legal counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or
 - c. a Board Committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.
- 3. Investments. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

E. Rights of Inspection

Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation, provided that such

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inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law pursuant Chapter 3, title 9 Idaho Code, on disclosure of public records.

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G. Executive Sessions

Executive sessions may be held during any meeting after the presiding officer has identified the authorization under this act for the holding of such executive session pursuant Chapter 2, Title 74 Idaho Code. Every Trustee has a duty to maintain the confidentiality of all Board executive session deliberations, and discussions. Any Trustee violating this confidence may be removed from the Board. Moreover, the ICLP Faculty or Student Representative may be disciplined, including immediate dismissal, if Board executive session information is disclosed without the Chair's prior approval.

No executive session may be held for the purpose of taking any final action or making any final decision.

Labor negotiations may be conducted in executive session if either side requests closed meetings. Notwithstanding the provisions of section 74-204, Idaho Code, subsequent sessions of the negotiations may continue without further public notice.

VI. OFFICERS

- A. The Officers of the corporation consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Chief Financial Officer (hereinafter "Treasurer"). The corporation also may have such other officers as the Board deems advisable.

- 1. Chair. Subject to Board control, the Chair has general supervision, direction and control of the affairs of the corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.

The Idaho Collaborative Learning Partners, Inc.

2. Vice Chair. If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform other such duties as the Board may prescribe.
3. Secretary. The Secretary shall:
 - a. keep or cause to be kept, at the corporation's principle office, or such other place as the Board may direct a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings;
 - b. keep or cause to be kept a copy of the corporation's Articles of Incorporation and Bylaws, with amendments;
 - c. give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and
 - d. have such other powers and perform such other duties as the Board may prescribe.
4. Treasurer. The Treasurer shall:
 - e. keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements;
 - f. make the books of account available at all times for inspection by any Trustee;
 - g. deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates;
 - h. disburse or cause to be disbursed the corporation's funds as the Board directs;
 - i. render to the Chair and the Board, as requested but no less frequently than at the beginning of each quarter, an account of the corporation's financial transactions and financial condition;
 - j. prepare annual financial report and budget;
 - k. to cause to be made a full and complete audit of the financial statements of the school as required in section 67-450B, Idaho Code. The auditor shall be employed on a written contract. One (1) copy of the audit report shall be filed with the state department of education, after its acceptance by the board of trustees, but not later than October 15.
 - l. prepare any reports on financial issues required by an agreement on loans; and
 - m. have such other powers and perform such other duties as the Board may prescribe.

B. Election, Eligibility and Term of Office

1. Election. The Board shall elect the officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that

The Idaho Collaborative Learning Partners, Inc.

purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.

2. Eligibility. A Trustee may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair.
3. Term of Office. Each officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

C. Removal and Resignation

The Board may remove any officer, either with or without cause, at any time. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the corporation, the resignation taking effect on receipt of the notice or at a later date specified in the notice.

VII. NON-LIABILITY OF TRUSTEES

The Trustees shall not be personally liable for the corporation's debts, liabilities, or other obligations.

VIII. INDEMNIFICATION OF CORPORATE AGENTS

The corporation may, in accordance with section 30-30-626 of the Act, indemnify any Trustee, officer, or employee of the Corporation against expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party, or is threatened to be made a party, by reason of being or having been an officer, except in relation to matters as to which such person is judged to be liable for willful misconduct in the performance of such person's duties to the Corporation.

All officers and directors of the corporation shall comply with the general standards of conduct contained in Idaho Code § 30-30-623.

IX. INSURANCE FOR CORPORATE AGENTS

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Trustee, officer, employee or other agent of the corporation, against any liability other than for violating provisions of laws relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of the Idaho Charter Schools Act.

X. SELF-DEALING TRANSACTIONS

Except as may otherwise be provided by the Act or the Articles, no contract or other transaction between the Corporation and one or more of the Trustees or any other corporation, firm, association or entity in which a Trustee of the Corporation has an interest shall be voided of doing business with the corporation subject to the provisions section 33-5204 and 33-507 or other relevant sections of Idaho Code.

XI. OTHER PROVISIONS

A. Fiscal Year

The fiscal year of the corporation begins on July 1st of each year and ends on June 30th of the following year.

B. Execution of Instruments

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the corporation. Such authority may be general or confined to specific instances.

Unless so authorized, no officer, agent, or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

C. Checks and Notes

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation may be signed by the Chair, Treasurer or ICLP Administrator.

D. Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Idaho Charter Schools Act and Idaho Nonprofit Corporation Act shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for conveniences for reference only and are not intended to limit or define the scope or effect of any provisions.

E. Conflict of Interest

Any Trustee, Officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure in writing of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist or can be reasonably construed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). Each of the trustees and the Board of Trustees shall at all times comply with the Ethics in

The Idaho Collaborative Learning Partners, Inc.

Government Act, Idaho Code sections 74-401 *et seq.* and shall comply with the General Standards for Directors, Idaho Code section 30-30-623. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest policies requiring:

- a. regular annual statements from Trustees, officers, key employees to disclose existing and potential conflict of interest; and
- b. corrective and disciplinary actions with respect to transgressions of such policies.

For the purpose of this section, a person shall be deemed to have an “interest” in a contract or other transaction if he or she, or a spouse is the party (or one of the parties) contracting or dealing with the corporation, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

F. Interpretation of Charter

Whenever any provisions of these Bylaws are in conflict with the provisions of the Charter, the provisions of these Bylaws control.

XII. AMENDMENT

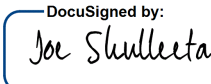
A majority of trustees may adopt, amend or repeal these Bylaws at any regularly scheduled or special meeting of the Board with appropriate public notice as required herein.

The foregoing Bylaws were regularly adopted by the Board of Directors of THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC. at the meeting of the Board of Directors held on the 6th day of October, 2021.

Chair of the Board

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of The Idaho Collaborative Learning Partners, Inc., a nonprofit public benefit corporation duly organized and existing under the laws of the State of Idaho, that the foregoing Bylaws of said corporation were duly and regularly adopted as such by the Board of Trustees of said corporation, whose Trustees are the only members of said corporation; and that the above and foregoing Bylaws are now in full force and effect

DocuSigned by:

D7F7814BF77146D...

Secretary

The Idaho Collaborative Learning Partners, Inc.

TAB 1

Articles of Incorporation, Bylaws, Signatures And Mission Statement

Signatures of Qualified Electors

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

Mission Statement

The mission of The Idaho Collaborative Learning Partners is to provide K-12 students with an individualized education in an environment focused on achievement and peer interaction while rooted in rigor and innovation and supported through current instructional technology and technology-based experiences. Compelling inquiry-based learning will instill in all students an intellectual curiosity and a sense of their unique purpose and strengths. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity.

ARTICLES OF INCORPORATION
of
THE IDAHO COLLABORATIVE LEARNING PARTNERS, Inc.

The Articles of Incorporation of THE IDAHO COLLABORATIVE LEARNING PARTNERS, Inc., a nonprofit corporation, are hereby stated:

ARTICLE I: Corporation Name

The name of the corporation (hereinafter the “Corporation”) is THE IDAHO COLLABORATIVE LEARNING PARTNERS, Inc.

ARTICLE II: Effective Date and Duration

The Corporation shall be effective when filed with the Secretary of State and shall exist perpetually.

ARTICLE III: Purpose and Powers

This organization is organized exclusively for educational and charitable purposes within the meaning of section 501(c) (3). It is organized under the Idaho Public Charter Schools Act 1998 for public purposes. The specific purpose of the corporation is to manage, operate, guide, direct and promote The Idaho Collaborative Learning Partners, Inc., and such other educational activities as the Board of Directors may define from time to time.

The internal affairs of the Corporation shall be governed by the duly adopted code of Bylaws which shall be consistent with these articles of incorporation and the laws of the state of Idaho.

No part of the net earnings of the corporation shall be distributed to its Directors. The specific primary purposes for which it is formed are as follows:

- To operate a charter school in accordance with the charter school laws of the state of Idaho.
- To do and engage in all lawful activities that may be incidental or reasonably necessary to any of the forgoing purposes, and to have and exercise all other powers and authority now or hereafter conferred upon a non-for-profit organization.

PROVIDED: that in all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution or winding up of this corporation, voluntary or by operation of the law, the following provisions apply:

1. This corporation shall never be operated for the primary purpose of carry on a trade or business for profit.
2. No part of the net earnings shall inure to the benefit of or be distributed to its directors, trustees, officers, members, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article III.
3. The powers and purposes of this Corporation shall, always, be so construed and limited as to enable this corporation to qualify as a not-for-profit organization, and existing under Chapter 30, Title 30 of the Idaho Code, and it shall have all power and authority as set forth in Section 30-30-302 of Idaho Code, and all other applicable sections of the Idaho Code.

4. Upon dissolution of the Corporation, the assets of the school shall be distributed first to satisfy outstanding payroll obligations for employees of the school, including any tax, public employee retirement system and other employee benefit obligations, and then to creditors of the school. Any remaining assets shall be distributed to the public-school income fund. Assets purchased using federal funds shall be returned to the authorized chartering entity for redistribution among other public charter schools. If the assets of the school are insufficient to pay all parties to whom the school owes compensation, the prioritization of the distribution of assets shall be distributed by the district court of the county in which the principal office of the Corporation is then located.

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

ARTICLE IV: Mailing Address

The location and street address of the first registered office is [Address].

ARTICLE V: Registered Agent

The name and address of the first registered agent is:

Lyndon Nguyen.
5499 N Discovery Pl.
Boise, Idaho 83713-5406

ARTICLE VI: Initial Assets

The corporation is organized upon a non-stock and non-profit basis. The amount of assets of the Corporation is:

Real Property	\$0.00
Personal Property	\$0.00

This corporation is to be financed and operated under the following general plan: by the receipt of tax money and private donations in accordance with the Charter School laws of the State of Idaho.

ARTICLE VII: Incorporator

The name and address of the incorporator is as follows:

Lyndon Nguyen
5499 N Discovery Pl.
Boise, Idaho 83713-5406

ARTICLE VIII: Initial Board of Directors

The names and addresses of the initial Board of Directors are as follows:

Sonja Howerton	5499 N Discovery Pl
----------------	---------------------

Boise, Idaho 83713-5406

Marjory Scott

5499 N Discovery Pl
Boise, Idaho 83713-5406

Joe Shalleeta

5499 N Discovery Pl
Boise, Idaho 83713-5406

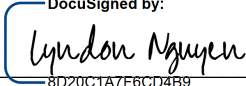
The Directors of this Corporation shall consist of not less than three (3), nor more than five (5) persons, whose terms may, but need not be, concurrent.

The number of directors constituting the initial Board of Directors is three (3), and they shall hold office for an initial period not to exceed one (1) year. The Directors, after the initial Board of Directors, shall be elected in the manner and for the terms provided in the Bylaws of the Corporation.

ARTICLE IX: Members

This is not a membership corporation and does not have voting members. The manner of selecting directors and conducting business and internal affairs of the corporation shall be established by the Bylaws. The Bylaws may be amended from time to time as may be required or desired at a properly noticed special or regular meetings of the board of directors.

The undersigned incorporator signs his name this _____ day of _____ 2021

DocuSigned by:

[Name]
Initial Incorporator

10/11/2021



0004324221

**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

For Office Use Only

-FILED-

File #: 0004324221

Date Filed: 6/24/2021 2:39:57 PM

Articles of Incorporation (Nonprofit)	
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee \$30)
Article 1: Corporation Name Entity name	The Idaho Collaborative Learning Partners, 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:	all assets will be distributed to another nonprofit organization with a similar purpose.
Article 6: IRS Designation Is this nonprofit a 501(c)3? 501(c)3 purpose for which the corporation is organized:	Yes The Corporation is a nonprofit benefit corporation and is not organized for the private gain of any individual or entity. The Corporation is organized under the Idaho Nonprofit Corporation Act for the following purpose(s): - To establish, conduct, manage, and maintain a public charter school, pursuant to the provisions of Chapter 52, Title 33, Idaho Code, the Idaho Public Charter Schools Act of 1998, and as said law may, from time to time, be subsequently amended. - Charitable, education, or scientific purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, including, for such purposes, the making of distributions to organizations that qualify as exempt under such Section 501(c)(3). - To exercise all powers granted by law necessary and proper to carry out the foregoing purposes, including, but not limited to, the power to accept donations of money, property (whether real or personal), or any other things of value.
Article 7: The mailing address of the corporation shall be: Mailing Address	LYNDON NGUYEN 5499 N DISCOVERY PL BOISE, ID 83713-5406
Article 8: Registered Agent Name and Address Registered Agent	Registered Agent Lyndon Nguyen Physical Address: 5499 N DISCOVERY PL BOISE, ID 83713 Mailing Address: 5499 N DISCOVERY PL BOISE, ID 83713-5406
<input checked="" type="checkbox"/> I affirm that the registered agent appointed has consented to serve as registered agent for this entity.	

B0620-4564 06/24/2021 2:41 PM Received by ID Secretary of State Lawrence Denney



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

Name	Incorporator Address
Lyndon Nguyen	5499 N DISCOVERY PL BOISE, ID 83713

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

Name	Title	Director Address
Jim Konantz	Director	5499 N DISCOVERY PL BOISE, ID 83713
Sonja Howerton	Director	5499 N DISCOVERY PL BOISE, ID 83713
Joe Shalita	Director	5499 N DISCOVERY PL BOISE, ID 83713

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

Lyndon Nguyen

Lyndon Nguyen

06/24/2021

Date



0004337186

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***CERTIFICATE OF ASSUMED BUSINESS NAME (ABN)**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$25.00

*For Office Use Only***-FILED-**

File #: 0004337186

Date Filed: 7/7/2021 4:09:10 PM

Assumed Business Name					
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee \$25)				
The assumed business name under which the undersigned uses in the transaction of business is:					
Entity name	Virtual Preparatory Academy of Idaho				
Type of Business					
The general type of business conducted under the assumed business name is:	Services				
Mailing Address for future correspondence:					
Address	5499 N DISCOVERY PL BOISE, ID 83713-5406				
ABN Owners					
<table border="1"><thead><tr><th>Name</th><th>Address</th></tr></thead><tbody><tr><td>The Idaho Collaborative Learning Partners, Inc. Non-Profit Corporation (D)</td><td>5499 N DISCOVERY PL BOISE, ID 83713</td></tr></tbody></table>		Name	Address	The Idaho Collaborative Learning Partners, Inc. Non-Profit Corporation (D)	5499 N DISCOVERY PL BOISE, ID 83713
Name	Address				
The Idaho Collaborative Learning Partners, Inc. Non-Profit Corporation (D)	5499 N DISCOVERY PL BOISE, ID 83713				
Signature:					
<u>Lyndon Nguyen</u>	<u>07/07/2021</u>				
Sign Here	Date				

B0622-8594 07/07/2021 4:10 PM Received by ID Secretary of State Lawrence Denney

The Idaho Collaborative Learning Partners, Inc. (4324221) <i>Non-Profit Corporation (D)</i>	>	Active-Good Standing	06/24/2021	Lyndon Nguyen
Virtual Preparatory Academy of Idaho (4337186) <i>Assumed Business Name</i>	>	Active-Current	07/07/2021	NO AGENT

Appendix C

Board of Directors and Petitioning Group

Appendix C: Board of Directors and Petitioning Group and Founders

Founders and Board Members:

Sonja Howerton, Board Chair

Marjorie Scott, Secretary/Treasurer

Joe Shulleeta, Member

SONJA HOWERTON

10448 McKinley Street, Nampa, ID 83687 • 208-869-8138 •
sonjahowerton@yahoo.com

SUMMARY OF QUALIFICATIONS

- Innovative business leader with a variety of educational and community-focused programmatic expertise
- Exceptional leader with a track record that demonstrates self-motivation and initiative
- Team-spirited professional, focusing on positive and proactive outcomes and success metrics
- Strategically focused to accomplish business, operational, budgetary, and marketing objectives

Employment History

Idaho Network of Children's Advocacy Centers
Boise, ID Director

7/2021 – Current

- Train, support, and collaborate with state-accredited children's advocacy centers to support victims of child abuse
- Develop and direct professional development events that support state-wide advocacy efforts
- Collaborate and support Multi-Disciplinary Teams that strengthen networks and support for top-quality community support for children maltreatment cases
- Lead and direct state efforts in accordance with the National Children's Alliance
- Write and initiate state, local, and governmental grants that fund and support programmatic and operational functions
- Inspire community action and victim healing through events and promotional efforts, social media, and support groups
- Manage state data points on programmatic services and supports
- Develop and lead Board of Directors in strategic plans and initiatives

Nampa First Church of the Nazarene
Youth and Young Adult Assistant
Nampa, ID

12/2020 – Current

- Coordinate youth programming logistics including communication, event coordination, database management, social media, and promotion
- Communication strategy to keep parents informed and communicate program logistics via work-streams and customer relationship management software
- Develop and coordinate strategic multimedia resources

Heritage Academy

State Reporting Specialist & Board Clerk
Jerome, ID

8/12 – Current

- Specialize in state reporting software and data alignment
- Prepare and distribute Board materials, and communications

Program Manager

10/12 – 11/20 – Remote

- Led large, global, and often virtual groups of multi-disciplinary teams of highly-talented professionals
- Developed and refined project plans that specified goals, strategy, staffing, scheduling, identification of risk, contingency plans, and allocation of available resources
- Coordinated the execution of tasks for successful project plans
- Strategized and deployed programmatic promotion and awareness campaigns across a variety of proprietary and social platforms for awareness that drove programmatic growth and success
- Collaborated with cross-functional team to strengthen programmatic quality and value, and maintained relationships with other departments by recognizing dependencies in order to assess potential partnerships
- Measured project performance with a variety of tools and techniques that monitored the progress of projects, identified and quantified variances, performed corrective actions, and communicated to stakeholders
- Evolved processes, tools and metrics that enabled effective and efficient delivery of company projects and programs
- Innovated new programs and projects that increased customer satisfaction and retention
- Managed team of 40 contracted staff to meet programmatic objectives
- Trained, coached and mentored junior staff and contractors
- Authored monthly reports and regularly presented to communicate success and opportunities of programs
- Evaluated and developed organized reporting structure for program success measurements and data tracking
- Structured, developed, tracked and reported budgets

Heritage Community Charter School

Director of Business, Marketing & Community Relations

8/11 – 1/12 – Caldwell, ID

- Managed student data systems to track enrollment, attendance, and grading
- Strategized start up planning and continued maintenance of daily school business
- Networked with community leaders and organizations to maintain public presence and perceptions of success
- Researched and coordinate grant writing and fundraising activities
- Coordinated procurement of curriculum resources for classrooms
- Lead student programming to stand up student leaders and inspire community

K12, Inc.

Local Development Manager

6/05 – 7/11 – NV, UT, ID

- Scheduled, coordinated and led over 200 events annually that increased awareness of educational programs and choices
- Growth of school enrollment from 300 students to over 3,000 in 4 years
- Developed public relations outreach through community involvement and sponsorship opportunities
- Managed special task team and parent volunteer support to help facilitate state coverage and exposure
- Maintained rigorous travel schedule
- Tracked and reported budget controls and reports along with weekly expense reporting

- Initiated community building events that increased our states retention of applicants
- Communicated and presented regularly about success in our state
- Telecommute with self-motivated independence

Northwest Children's Home Caldwell Education Center

Building Administrator

10/02 – 8/05 – Nampa, ID

- Coordinated daily business activities related to running a small private school program, including budgeting and HR controls
- Developed networking connection in the community through service club membership, general fund development outreach and business networking and presentations with the focus to increase community participation and donor relationship development
- Created promotional materials to gain new clients and educate possible donors about education day treatment programs
- Maintained working relationships with local agencies and support groups designated to aid and assist families with mentally ill children. Including: School districts, Health & Welfare, and Private counseling and service agencies
- Assisted teachers and students in their classrooms with assignments, discipline, and curriculum need fulfillment
- Preserved discipline codes and guidelines and researched new methods that would benefit students and teachers in the school setting
- Coordinated staff training and development to meet requirements and codes for special school status

Better Business Bureau, Inc.

Marketing & Events Coordinator

12/97 – 10/02 - Boise, ID

- Hosted and led speaking series in local schools to inform and educate students about consumer education
- Developed enhanced one on one business relationships with professionals in the pursuit of financial sponsorships and funding of several Bureau organized programs
- Budgeted annually for large business recognition event
- Maintained communication efforts with current customers/members for the entire Bureau system through monthly newsletters
- Strengthened communication with professional businesses and public/media presentation
- Designed and published advertisements for promotion in local print media
- Coordinated and assisted in the promotion of television and radio campaigns
- Obtained a wide variety of industry and general consumer information knowledge for the use of counseling and small and large group presentations and continuing educational seminars for professionals
- Managed and enhanced several special focus programs and events with limited budgets

EDUCATION

12/97	Bachelor of Business Administration	Boise State University – Boise, ID
6/11	MBA in Marketing	Grand Canyon University – Phoenix, AZ
6/14	Project Management Course Certificate	Boise State University – Boise, ID

Joseph P. Shulleeta

Objective	To maintain an active lifestyle that includes new challenges and professional growth opportunities in education.		
Experience	2004-present	Westat Research Rockville, MD	
	Positions: Supervisor of Standardized Assessments, Hiring Supervisor, High School Transcript Study, Assessment Coordinator, Assessment Administrator		
	<ul style="list-style-type: none">• Collaborative planning with School Coordinators, Assessment Administrators and Field Managers to administer National Assessment Educational Progress (NAEP).• Recruit, interview, and hire field staff for data collection in collaboration with Field Manager.• Staff selection, assignment, training, virtual meetings, supervision and evaluation.• Electronic Submission of Field Data, Expenses, Time Sheets, Reports. Use of Excel Spreadsheets, Zoom, MS Word, Outlook 365, Surface Pro Tablets, Routers, Mifi.• Administer standardized assessments electronically in public and private schools.• Work Areas: Idaho, Oregon, Utah, Texas, Washington, and Wyoming.		
	1997-2003	Roseburg Public Schools Principal, Winchester Elementary School (K-6)	Roseburg, OR
	<ul style="list-style-type: none">• Supervise operation: Safety, Staff Evaluations, Curriculum and Facilities.• Manage Staff Selection process by screening, interviewing and hiring.• Stayed informed to implement Federal, State and Local requirements.• Resolution of Conflict with staff and community (confidential/professional).• Prepare and Manage a School Site Budget.• Actively Engaged: Team Meetings, Community Partnerships (PTA & Volunteers).		
	1995-1997	Oakridge Public Schools Principal, Westridge Elementary School (4-6)	Oakridge, OR
	<ul style="list-style-type: none">• Supervise school operation: safety, staff evaluations, curriculum and facilities• Special Education Director for the school district• Participation at monthly School Board Meetings.• Participated in fund raising and grant writing to supplement school program		
	1977-1995	Multnomah Education Service District (K-12) Portland, OR	
	Coordinator of Special Education <ul style="list-style-type: none">• Supervise and Coordinate county-wide school program and services to SpEd students.• Conduct Teacher Training, Staff Meetings, and prepare/implement grants.• Prepare, Submit and Implement Special Ed programs through Resolution of Services.		
	1975-1977	Boise School District Consulting Teacher (K-12)	Boise, ID
	<ul style="list-style-type: none">• Behavior Consultant for special and regular classroom teachers.		

- Prepared and implemented grants for the district.
- Teacher Training and grant writing with NWRL

1973-75 **Rowland Heights School District** **Rowland Heights, CA**
Middle School Teacher (6-8)

1970-1973 **Los Angeles City Schools** **Los Angeles, CA**
Special Education Teacher (9-12)

Education

1995-1997 **University of Oregon** **Eugene, OR**

- Ed Administration Degree, Principal Endorsement

1971-1974 **California State University** **Los Angeles, CA**

- Standard Secondary Teaching Credential
- Standard Services Credential – Special Education
- B. A. Degree
- M.A. Degree

1969-71 **East Los Angeles Community College** **Los Angeles, CA**

- A.A. Degree

References

Westat, HR 1-800-627-6237 Fax: 301-212-3783
9274 Gaither Road GA L34
Gaithersburg, MD 20877

Roseburg Public Schools, HR 541-440-4010
1419 NW Valley View Dr., Roseburg, OR 97470

Oakridge Public Schools, HR 541-782-2813
76499 Rose St., Oakridge, OR 97463

Multnomah Education Service District, HR 503-255-1841
11611 NE Ainsworth Circle, Portland, OR 97220

Boise School District, HR 208-854-4000
8169 W. Victory Rd., Boise, ID 83709

Rowland Heights School District, HR 626-965-2541
1830 Nogales St., Rowland Heights, CA 91748

Los Angeles Unified School District, HR 213-241-1000
333 South Beaudry Ave., Los Angeles, CA 90017

Marjorie Scott

1680 W. Colchester Drive, Eagle, ID 83616

Cell: 925-336-0816

Email: 52scotts@gmail.com

Retired

2017-Present

Executive Assistant Solutions)

Finastra (previously Harland Financial

2007-2017
Portland, OR
503-274-7280.

400 6th Ave.,

- Includes tasks listed below with the Pleasanton, CA office
- Managed company wide record retention database
- Managed escrow accounts for internal and external customers
- Assisted with corporate filings and some governance

Executive Assistant Solutions

Harland Financial

2003 to 2007
94588
463-8356.

5000 Franklin Drive, Pleasanton, CA
925-

- Supported EVP with scheduling, travel arrangements, reports, meetings, correspondence
- Prepared reports and presentation material for management
- Managed support for several departments thus requiring strong organizational and prioritization skills to meet deadlines. Support included preparing documents, maintaining records, and event planning
- Worked with Contract Manager in processing and tracking contracts i.e. software agreements, NDAs, and DRC agreements.
- Worked with highly confidential records and maintained integrity of such information
- Worked on multiple projects simultaneously, insuring quality of output.
- Often worked independently, making sound decisions with limited information.
- Created and maintained organizational charts in Visio
- Updated and edited web pages on company intranet
- Created Executive Assistant Standard Operation Procedure manual
- Facilitated communication and workflow among managers and administrative staff
- Set up and coordinated webinars
- Supervised receptionist and sales admin assistant to ensure that work was performed consistently within expectations

- Familiar with policies and procedures governing Harland Financial Solutions
- Database administrator to OnBase system that included problem solving and staff training
- Completed special projects as needed – i.e. annual audit support and record retention

Sr. Administrative Assistant
Solutions

Harland Financial

1995 to 2003

(address above)

- Provided a wide range of administrative support to the VP of Product Development and department staff.
- Assisted VP with travel, expense reports, meetings
- Coordinated and processed custom enhancement requests and maintained database
- Created orientation manual and conducted employee orientation
- Prepared and processed department purchase orders and expense reports.
- Created and documented procedures for all aspects of my position

Education / Personal

- San Jose State University – graduated 1975 with BS in Business Administration, Personnel Development
- PTA involvement from 1987 through 1995, holding various offices including PTA presidents.

LYNDON P. NGUYEN

Current Residence:
455 E Danika Ln
Garden City, ID 83714-2039

(208) 914-5137
lyndonnguyen@hotmail.com

Professional Summary	My flexibility, creativity, education, experience, and ability to adapt and succeed in various contrasting work environments has allowed me to maintain a competitive edge in various positions.	
Education	Juris Doctorate (JD) , University of Idaho – College of Law, Moscow, ID May 2010 Master of Business Administration (MBA) , Washington State University, Pullman, WA May 2010 M.S. Mechanical Engineering , Texas A&M University, College Station, TX May 2001 B.S. Biomedical Engineering-Mechanical , Walla Walla College, College Place, WA August 1998 <ul style="list-style-type: none"> Minor Degrees: Mathematics & Business Administration Pre-Medicine/Pre-Medical Studies; Business Administration 1993-1995 Pacific Union College, Angwin, CA	
Professional Experience	Attorney at Law , Nguyen Law, PLLC, Boise, ID Nov 2018 - Current Consultant/Owner , Balance Point, LLC, Idaho Falls/Boise, ID Aug 2021 - Current Adjunct Professor , University of Idaho, Moscow, ID Jan 2021 – May 2021 Executive Director , Love Heals Free Clinics, Inc., Garden City, ID Nov 2019 – Apr 2021 Dispute Resolution Coordinator , Idaho State Department of Education – Special Education Programs, Boise, ID Nov 2018 – Nov 2019 Attorney at Law , Moore Smith Buxton & Turcke, Chtd., Boise, ID Mar 2015 – Nov 2018 Attorney at Law , Eberharther-Maki & Tappen, P.A., Boise, ID Jul 2010 – Mar 2015 Law Clerk , Washington State Office of the Attorney General, Pullman, WA Jun 2008 – May 2010 Student Defender , Associated Students – University of Idaho (ASUI) Aug 2009 – May 2010 Manager – Senior Biomedical Engineer , Spine Research Laboratory- Department of Orthopedic Surgery, Baylor College of Medicine, Houston, TX August 2000 – August 2006 <ul style="list-style-type: none"> Managed the Spine Research Laboratory for the Department of Orthopedic Surgery as the Senior Biomedical Engineer Facilitated project planning, implementation, testing, data analysis, & publication editing Consultant Engineer , Medical Metrics, Inc., Houston, TX March 2003 – March 2004 <ul style="list-style-type: none"> Trained staff on the quantitative measurement of intervertebral motion using RadQMA Performed certification of tracked images Research Assistant , Texas A&M University, College Station, TX June 1999 – August 2000 <ul style="list-style-type: none"> Facilitated research on the effects of alcohol and nicotine on the musculoskeletal integrity of adult and adolescent female rats 	
Languages	English – Native Language; Vietnamese – Conversational	
Honors / Awards	Langroise Scholarship, Collegiate Scholarship, Presidential Fitness Award Scholarship Senior Class Valedictorian	
Service	Love Heals Free Clinics, Inc. 2017 Volunteer Income Tax Assistance (VITA), Certified Tax Advisor 1997 & 2008 DePelchin Children’s Center, Volunteer mentor 2001 Walla Walla College Learning Resource Center (LRC), Volunteer Math Tutor 1996 – 1997 The Salvation Army, Walla Walla, WA, Registered Volunteer 1996 St. Alphonsus Regional Medical Center, Registered Volunteer 1992 – 1993	
Professional Affiliations	President, Intellectual Property Club, University of Idaho College of Law 2008 – 2009 President-elect, Intellectual Property Club, University of Idaho College of Law 2007 – 2008 Treasurer, Multi-Cultural Law Caucus, University of Idaho College of Law 2007 – 2008 President, Bioengineering Club, Walla Walla College 1998 – 1999	

James L. Konantz

Jimkonantz1217@gmail.com

Simi Valley, CA

Professional Goal

To serve as a leader in a position that will provide the opportunity to drastically improve the delivery of quality educational services to students.

Education

- **MA** Educational Administration/Supervision California State University, Northridge
- **BA** California State University, San Jose
- **Additional**
 - ✓ Special Education/Learning Handicapped Specialist Credential, California Lutheran University Moorpark,
 - ✓ California Vocational Education/Designated Subjects Credential, University of California at Los Angeles

Professional Credentials/Licenses

- Administrative Services
- Standard Supervision
- Standard Secondary Teaching
- Specialist, Special Education
- Designate Subjects Vocational Education

Summary of Professional Experience

2015-Present	Consultant, Education Initiatives , Offering services in the areas of school improvement, technology integration and blended instruction implementation.
2012-2015	Senior Vice President, Education Initiatives, K12 Inc. , responsible for setting up business operations in the UK and introducing highly effective on-line strategies for education development in the UK. Founded the Erudition Schools Trust and the Charles "Coddy" Walker Primary Academy in North Walsall UK. Serve as Member and Chair of the Erudition Trust Board. Recently developed four new schools in the United Kingdom including a secondary STEM focused academy.
2007-2012	Senior Vice President, Western Region, K12 Inc. , responsible for the oversight of operations and instructional programs in K12 Inc. partner schools in seven states serving over 22,000 K-12 students in "hybrid" and on-line school settings. Supervised over 900 employees and administered twenty-seven (27) 501c3 non-profit boards providing oversight to the schools.

Western Region budgeted revenue exceeds \$200M with budget development, expenditure, and audit accountability falling under my supervision. Western Region schools enjoyed year over year growth in enrollment and revenue over five years and exceeded growth targets.

Experienced in charter school development, charter school applications, and implementation. Under my leadership sixteen new schools were established and successfully launched in the Western States, ten (10) in California.

Experience in education facilities selection, design, and build out.

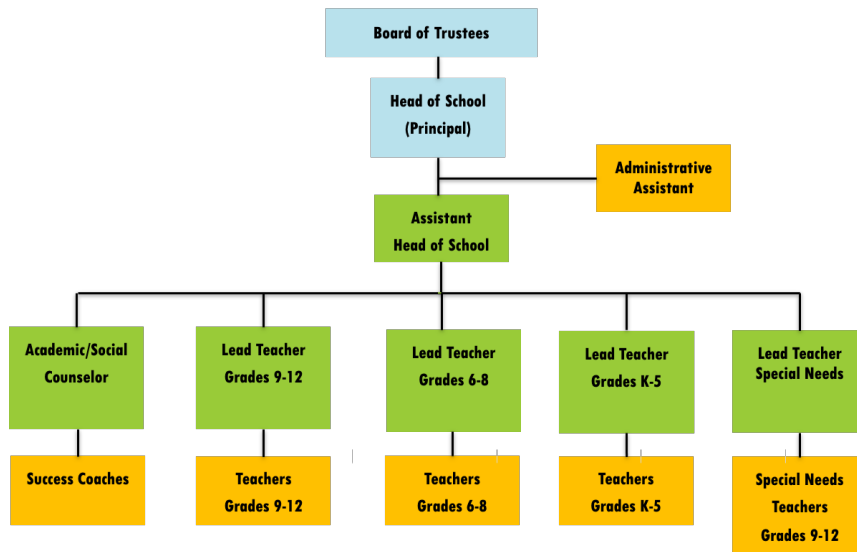
- | | |
|--------------|--|
| 2003-2007 | Head of Schools, California Virtual Academies, K12 Inc.
responsible for overseeing the delivery of standards based educational programs grades K-12 through Internet based media and direct instruction to over 11,000 children throughout California |
| 2002-2003 | Assistant Superintendent, Secondary School Redesign and Charter School Development, Los Angeles Unified School District
responsible for the redesign of existing and new middle and senior high schools allowing for the development and implementation of smaller learning communities and educational structures that support individualization and student achievement. |
| 2000 to 2002 | Assistant Superintendent, Information and Technology, Los Angeles Unified School District responsible for the operation of the District's information and instructional technology programs. Supervised over 600 subordinate staff responsible for all business, personnel, and instructional technology applications. |
| 1998 to 2000 | Administrator, Instructional Technology, Los Angeles Unified School District (LAUSD) responsible for the total K-12 instructional technology program in the nation's second largest and most culturally diverse school district. |

Appendix D

School Administration and Organizational Chart

Appendix D: School Administration and Organization Chart

VIRTUAL PREPARATORY ACADEMY OF IDAHO ORGANIZATION CHART YEAR 1-3



Staffing

Position	Start Up	Year 1 Operation	Year 2 Operation	Year 3 Operation
Principal	.25 FTE	1 FTE	1 FTE	1 FTE
Asst. Principal			1 FTE	1 FTE
Operations Manager		1 FTE	1 FTE	1 FTE
Manager SPED		1 FTE	1 FTE	1 FTE
Testing Coordinator		1 FTE	1 FTE	1 FTE
Registrar		0 FTE	1 FTE	2 FTE
SPED Registrar			1 FTE	1 FTE
Teachers		Grades K-5 7 FTE Grades 6-8 4.8 FTE	Grades K-5 5.5 FTE Grades 6-10 14 FTE	Grades K-5 13.7 FTE Grades 6-11 24.5 FTE
ELL Teacher		1.9 FTE	3.8 FTE	5.6 FTE
Teachers SPED		2 FTE	4 FTE	6 FTE
Counselor		.5 FTE	1.5 FTE	2 FTE
Advisor		1 FTE	2.5 FTE	4.5 FTE
Admin. Asst. / Clerical		1 FTE	1 FTE	1 FTE

Supervision and coordination of instructional oversight and operations of the school is the responsibility of the designated positions below:

Areas of Operation	Supervision Responsibilities
Instruction	Principal Asst. Principal Teachers Counselor
Curriculum/Assessment/ Testing	Principal Advisor Testing Coordinator Operations Manager
Staff Development	Asst. Principal Teachers
Financial Management	Principal
Contracted Services	Principal Operations Manager Advisor
Personnel	Asst. Principal
Grants Management	Head of School Operations Manager
Student Information System	Head of School Operations Manager

Oversight Responsibilities related to Staff Development and Personnel year one:

Position	Year 1 Operation	Oversight Responsibilities
Principal	1 FTE	School Organization Staff Development Implementation Teacher Supervision and Assignment Teacher evaluation Staff development organization, planning, and delivery via ESP staff.
Operations Manager	1 FTE	Teacher equipment and materials for staff development and instruction. LMS Access and email accounts for students and teachers.

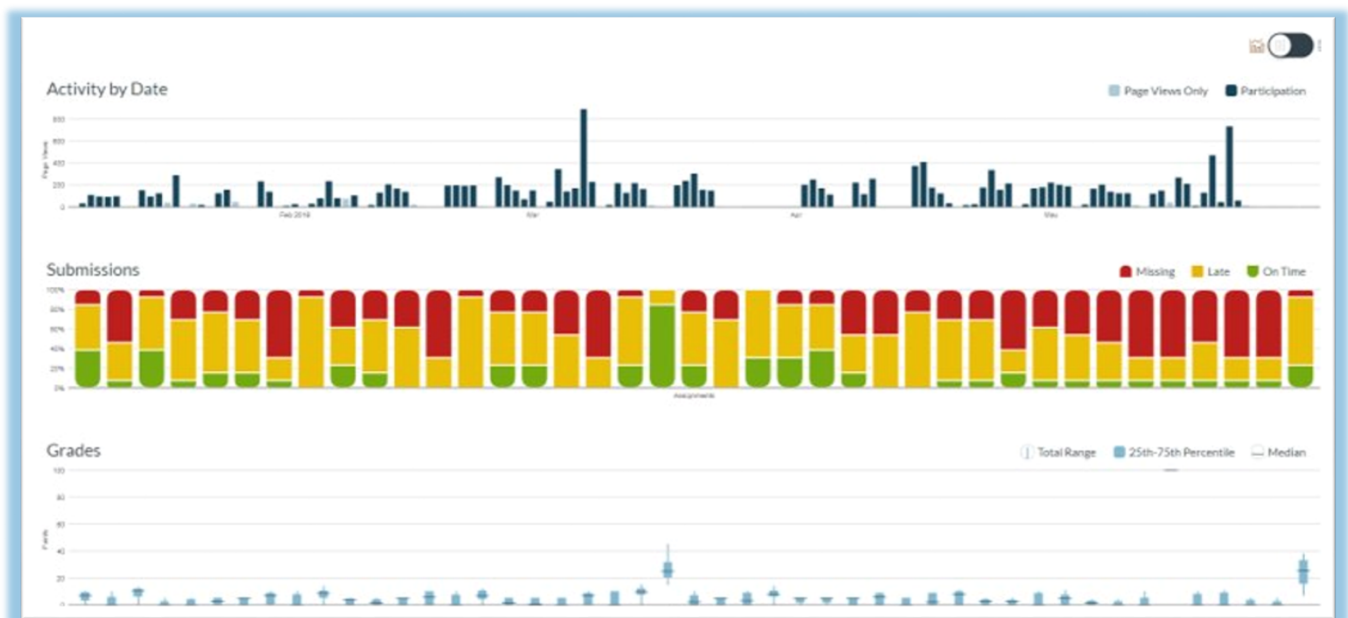
The management and operations of the school is led by the principal who is charged with the overall responsibility of carrying out the policies of the Board of Trustees daily. The management and supervision of the school itself is facilitated through the appropriate use of technology. The augmented supervision of instruction employs technology that resides within the Accel Management Platform (AMP).

AMP has successfully implemented and brought success to over sixty partner schools. AMP's goals are:

- To leverage the “best in class” tools and curriculum in the industry to use as a consistent base that we can build upon.
- To build a learning ecosystem that focuses on a solid user experience from lead generation through graduation.
- To capture data analytics and create business intelligence reports and visualizations that will help predict student performance and engagement, allowing quick access to and less manual labor (spreadsheets) for teachers so they can spend more time on teaching.
- To create a scalable solution that can be used across schools so best practices can be shared across the Accel School family.
- To create a system that is user tested regularly to inform needed improvements for students, teachers and parents.
- With AMP, we envision a 360° ecosystem that allows us as a learning community to see which students are having success and why and be able to share that.

The following illustrates the power and utility of AMP applications in managing the school and its mission to serve the target population presented in this charter school application.

The AMP LMS tracks student engagement and course work on a real time basis.



Student rosters presented in the AMP LMS track student performance against course requirements and scores each student as to level of completion and associated mastery of subject material.



The power of the LMS in the management of the school is remarkable. To assure the effective supervision of the students’ attendance in the target population of chronic absentees a powerful attendance accounting system is included. All data is real time and accessible to administration, teachers, parents/guardians, and the Idaho Charter School Commission from anywhere at any time. Student privacy is maintained by assignment of authorized users and access levels of information. For example, the principal may be authorized to see all students and teachers, the teacher may be authorized to see only students on his or her roster, and parents/guardians may be authorized to only view their children. This access to real-time data allows for early intervention and modification of learning programs to meet the individual needs of the student.

Attendance

Reports Daily Consecutive Absences

Function	Description
Teacher Attendance Submission Status	Graphical view of attendance status by teacher by day.
PowerTeacher Attendance	Report showing which teachers have not taken attendance.
Absentee Report	Single day period by period attendance code report.
Search by Grades/Attendance	Searches currently selected students by grades, citizenship, attendance, etc.
Attendance Count	Multi-day period by period attendance code report.
Consecutive Absences	Report detailing consecutive student absences by absence code.

Absence Date	School	Attendance Code	Excused Status	Time Absent in Hours and Minutes
09/12/2019	ODA	UN2 (Unexcused 2 or less hours)	Unexcused	1:44
09/17/2019	ODA	UN1 (Unexcused 1 hour or less)	Unexcused	0:09
09/20/2019	ODA	UN1 (Unexcused 1 hour or less)	Unexcused	0:27
09/26/2019	ODA	UN4 (Unexcused for 4 or less hours, but present for 1 or more)	Unexcused	3:30

8/26-8/30					9/2-9/6					9/9-9/13					9/16-9/20					9/23-9/27					
M	T	W	H	F	M	T	W	H	F	M	T	W	H	F	M	T	W	H	F	M	T	W	H	F	M
					-																				
300	300	300	300	300		300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
P	P	P	P	P		P	P	P	P	P	P	P	UN2	P	P	UN1	P	P	UN1	P	P	P	UN4	UN1	P

Selected Position Qualifications

Principal

The Principal serves as the instructional and administrative leader of the school– responsible for the development, implementation and achievement of the school’s academic vision, student advancement and daily operations. The Principal will ensure successful academic outcomes for all students while employing long-term instructional sustainability measures involving professional development, teacher quality assessment, curriculum, and pedagogical advancement.

The Principal shall be responsible for:

Instructional Leadership

- Leading the strategic instructional design and practice, including implementing an integrated curriculum; directing instructional coaching and evaluation; systematic use of assessment data to guide instruction; and maximizing impact of the learning model.
- Develop, implement, and lead the instructional programs of the school, assessing curriculum, pedagogy, lesson plans and observing classes (teaching and learning) on a frequent and structured basis to encourage the use of a variety of instructional strategies and materials consistent with research on the best practices for student learning and development.
- Delivering consistently high levels of achievement and learning for all students through rigorous and engaging programs and classroom instruction.
- Relentlessly work to meet all goals related to student achievement and school culture as well as school progress goals.
- Facilitate the implementation of a standards-based curriculum, review lesson plans weekly, and conduct online classroom visits and teacher debriefs.
- Assume responsibility for student achievement as related to academics and social-emotional wellbeing.
- Serve as the instructional leader by facilitating a growth-focused professional environment.
- Work with staff to plan and coordinate teacher-based teams, staff in-service days, data days, etc.
- Develop and implement consistent professional development for teachers, ensuring regular instructional training is consistent with the latest research-based methodologies.
- Implement behavior management practices that ensure consistent norms of orderly, respectful behavior, motivating students through strong relationships with their teachers and positive reinforcement.
- Facilitate and direct the Charter School's Special Education program and ensuring program participants are achieving at high levels.
- Coordinate all phases of summer educational opportunities and before/after school programs as applicable.

Team Leadership

- Establish a strong school community culture by maintaining positive, cooperative and mutually supportive relationships with faculty, staff, parents, students, and all other school stakeholders.
- Skillful and collaborative leadership of all teachers, staff, and school leaders, including supervision, coaching, and performance management oversight.
- Lead the Charter School's teacher evaluation program and ensure all teachers have opportunities to meet their professional goals and are expertly executing instructional best practices.
- Evaluate teachers.
- Overseeing the Charter School's professional development program ensuring a strong, collaborative professional community, and regular training opportunities.
- Creating a student support system that addresses students' academic and behavioral needs holistically and involves parents, teachers, and all relevant staff.

Organizational Leadership

- Manage the school's daily operations, including information/instructional technologies; student data management systems; academic assessment tools; office management; budget and fiscal controls; and, student recruitment and retention.
- Exercise full engagement on compliance, budget, procurement, student data, academic assessments, and campus safety. Cooperate with the back-office service provider where necessary to meet all school administrative activities. Make recommendations for improvement as necessary.
- Execute a highly effective talent management system of recruiting, selecting, hiring, retaining, recognizing, and supporting all school site staff.
- Ensure non-discrimination practices in the selection process of faculty and staff by adhering to Equal Employment Opportunity (EEO) requirements.
- With support from the operations team, implement the national school lunch program, transportation, audits, student application distribution, collection, approval, and verifications as applicable.
- Complete all accountability reports and oversee all student enrollment reports to the state; ensure compliance in all areas.
- Understand and address all compliance items as they relate to the school's Idaho contract agreement.
- Maintain a master school calendar to be posted for all stakeholders in all appropriate mediums (i.e. website, social media, student/parent guide, employee handbook).
- Ensure the Web safety and wellbeing of all students and colleagues.
- Assist with updating parent and student manuals, policies, and handbooks.

Community Leadership

- Acting as the Charter School's point person to the local community, effectively communicating the school's mission and vision and soliciting input from parents and families about school performance, areas for improvement, and their needs.
- Understand, accept, abide by, and implement the school's philosophy and mission statement in all school activities.
- Contribute to a positive climate and culture by exhibiting high professional standards.
- Engaging and building strong professional relationships with parents, characterized by timely and regular communications, involving parents, wherever possible in the life of the school.
- Cultivating partnerships with external organizations that enrich the culture of the school as well as strong working relationships.
- Plan and conduct student and family orientations.
- Coordinate special projects, such as peer mentoring, service learning and community involvement.
- Conduct home visits as needed.
- Other duties as assigned.

Qualifications

Attributes:

- Passion for improving educational opportunities for all students and for building a strong, highly effective organization aligned to this mission.

- Demonstrated experience raising student achievement among a diverse group of learners, including low-income students, non-native English speakers, students of color, and other traditionally underserved populations.
- Knowledge of/experience with innovative school designs and instructional models, including those featuring 21st Century learning strategies like blended, inquiry, problem/project based and personalized learning.
- Excellent communication, interpersonal, and presentation skills.
- Strong, experienced manager with excellent leadership and team building skills.
- Ability to translate critical feedback into effective outcomes.
- Leads with grit, perseverance and a “can-do” positive attitude.
- Ability to productively organize, communicate, and disseminate policies, strategies, and tasks.
- Familiarity with the developmental, behavioral, social, and academic needs of students in the academic years.

Education and Experience:

- Bachelor's degree in Education or related discipline required; an advanced degree in education/educational leadership strongly preferred.
- Current valid Principal and Teacher license
- Two or more years of experience in successful school administration/instructional leadership in an urban setting
- Demonstrated skill in developing and maintaining a rigorous academic program that meets the needs of all scholars
- Experience in public education accountability, compliance, and related legal requirements.
- Experience in coaching teachers to improve their instructional planning, instructional practice, and classroom culture
- Knowledge of State Standards and Common Core Standards
- Successful completion of federal and state criminal background checks
- Ability to meet educational standards as applicable
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Understanding of and ability to manage confidential information
- Exemplary written and verbal communication skills

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, bonafide occupational qualification exists.

Assistant Principal

The Assistant Principal serves as the instructional and administrative leader of the school responsible for the development, implementation and achievement of the school's academic vision, student advancement and daily

operations. The Assistant Principal will ensure successful academic outcomes for all students while employing long-term instructional sustainability measures involving professional development, teacher quality assessment, curriculum, and pedagogical advancement.

The Assistant Principal shall be responsible for:

Instructional Leadership

- Leading the strategic instructional design and practice, including: implementing an integrated curriculum; directing instructional coaching and evaluation; systematic use of assessment data to guide instruction; and, maximizing impact learning model.
- Develop, implement, and lead the instructional programs of the school, assessing curriculum, pedagogy, lesson plans and observing classes (teaching and learning) on a frequent and structured basis to encourage the use of a variety of instructional strategies and materials consistent with research on the best practices for student learning and development.
- Delivering consistently high levels of achievement and learning for all students through rigorous and engaging online programs and instruction.
- Relentlessly work to meet all goals related to student achievement and school culture.
- Facilitate the implementation of a standards-based curriculum, review lesson plans weekly, and conduct frequent walk-throughs/teacher debriefs.
- Assume responsibility for student achievement as related to academics and social-emotional wellbeing.
- Serve as the instructional leader in the building by facilitating a growth-focused professional environment.
- Develop and/or modify the school's cultural programming.
- Work with staff to plan and coordinate teacher-based teams, staff in-service days, data days, etc.
- Develop and implement consistent professional development for teachers, ensuring regular instructional training is consistent with the latest research-based methodologies.
- Implement behavior management practices that ensure consistent norms of orderly, respectful behavior, motivating students through strong relationships with their teachers and positive reinforcement.
- Facilitate and direct the Charter School's Special Education program and ensuring program participants are achieving at high levels.

Team Leadership

- Establish a strong school community culture by maintaining positive, cooperative and mutually supportive relationships with faculty, staff, parents, students, and all other school stakeholders.
- Skillful and collaborative leadership of all teachers, staff, and school leaders, including supervision, coaching, and performance management oversight.
- Lead the Charter School's teacher evaluation program and ensure all teachers have opportunities to meet their professional goals.
- Evaluate teachers as per the Idaho state requirements.
- Overseeing the Charter School's professional development program ensuring a strong, collaborative professional community, and regular training opportunities.
- Creating a student support system that addresses students' academic and behavioral needs holistically and involves parents, teachers, and all relevant staff.

Organizational Leadership

- Manage the school's daily operations, including information/instructional technologies; student data management systems; academic assessment tools; budget and fiscal controls; and, student recruitment and retention.
- Exercise full engagement on compliance, budget, procurement, student data, and academic assessments.
- Cooperate with back-office service provider where necessary to meet all school administrative activities.
- Partner with Human Resources to execute a highly effective talent management system of recruiting, selecting, hiring, retaining, recognizing, and supporting all school staff.
- Ensure non-discrimination practices in the selection process of faculty and staff by adhering to Equal Employment Opportunity (EEO) requirements.
- With support from the operations team, oversee maintenance of school census data, attendance data, and other reporting requirements as mandated by the state or school sponsor.
- Complete all accountability reports and oversee all student enrollment reports to the state; ensure compliance in all areas.
- Manage student recruitment and retention and achieve goals of retaining 85% of students annually.
- Understand and address all compliance items as they relate to the school's ASBCS contract.
- Maintain a master school calendar to be posted for all stakeholders in all appropriate mediums (i.e. website, social media, student/parent guide, employee handbook).
- Ensure the World Wide Web safety and wellbeing of all students and colleagues.
- Assist with updating parent and student manuals, policies, and handbooks.

Community Leadership

- Acting as the Charter School's point person to the local community, effectively communicating the school's mission and vision and soliciting input from parents and families about school performance, areas for improvement, and their needs.
- Understand, accept, abide by, and implement the school's philosophy and mission statement in all school activities.
- Contribute to a positive climate and culture by exhibiting high professional standards.
- Engaging and building strong professional relationships with parents, characterized by timely and regular communications, involving parents, wherever possible in the life of the school.
- Cultivating partnerships with external organizations that enrich the culture of the school.
- Plan and conduct student and family orientations.
- Coordinate special projects, such as peer mentoring, service learning and community involvement.
- Conduct home visits as needed.
- Other duties as assigned.

Qualifications

- Appropriate Idaho education licensing needed to perform the duties of this position.

Attributes:

- Passion for improving educational opportunities for all students and for building a strong, highly effective organization aligned to this mission.
- Demonstrated experience raising student achievement among a diverse group of learners, including low-income students, non-native English speakers, students of color, and other traditionally underserved populations.
- Knowledge of/experience with innovative school designs and instructional models, including those featuring 21st Century learning strategies.
- Excellent communication, interpersonal, and presentation skills.
- Strong, experienced manager with excellent leadership and team building skills.
- Ability to translate critical feedback into effective outcomes.
- Leads with grit, perseverance, and a “can-do” positive attitude.
- Ability to productively organize, communicate, and disseminate policies, strategies, and tasks.
- Familiarity with the developmental, behavioral, social, and academic needs of students in the academic years.

Education and Experience:

- Bachelor's degree in Education or related discipline required; an advanced degree in education/educational leadership strongly preferred.
- Current valid Principal and Teacher license
- Two or more years of experience in successful school administration/instructional leadership in an urban setting
- Demonstrated skill in developing and maintaining a rigorous academic program that meets the needs of all students
- Experience in public education accountability, compliance, and related legal requirements.
- Experience in coaching teachers to improve their instructional planning, instructional practice, and classroom culture
- Knowledge of State Standards and Common Core Standards
- Successful completion of federal and state criminal background checks
- Ability to meet educational standards as applicable
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Understanding of and ability to manage confidential information
- Exemplary written and verbal communication skills

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, bonafide occupational qualification exists.

Virtual Early Elementary (K-5) Teachers

Responsibilities:

- Serve as the teacher of record and primary instructor in all core content areas.
- Relentlessly work to meet all goals related to student achievement and culture.
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices.
- Differentiate instruction to meet the needs of all students.
- Utilize research-based best practices in daily planning and classroom instruction.
- Create a joyful, caring, and loving online environment for all students.
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues.
- Implement school-wide culture expectations and norms.
- Communicate regularly with families regarding the academic and social-emotional growth of their child.
- Incorporate 21st century technology skills into daily practice and team settings.
- Participate in the planning and implementation of non-instructional activities such as social events and field trips.
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues.
- Perform other duties as assigned

Qualifications:

- Current state teaching license in appropriate content area
- Knowledge of State Standards and Common Core Standards
- Preferred two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring.
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to stand for up to 90 minutes at a time
- Ability to supervise students in all school settings, including in a classroom, on playground or in another play setting, in a meal room, and/or transitioning between any of these settings
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

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Virtual High School Teacher

Responsibilities:

- Serve as the teacher of record and primary instructor in all core content areas in high school grades
- Relentlessly work to meet all goals related to student achievement and culture.
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices
- Differentiate instruction to meet the needs of all students
- Utilize research-based best practices in daily planning and online classroom instruction
- Create a joyful, caring, and loving online classroom environment for all students
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues
- Implement school-wide culture expectations and norms, inside the classroom and beyond
- Communicate regularly with families regarding the academic and social-emotional growth of their child
- Incorporate 21st century technology skills into daily online classroom practice and team settings
- Participate in the planning and implementation of non-instructional activities such as social events and field trips
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues
- Perform other duties as assigned

Qualifications:

- Candidate must hold Idaho teaching licensure in appropriate content area
- Knowledge of State Standards and Common Core Standards
- Preferred two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring.
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to supervise students in all school settings, including online classroom
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, bonafide occupational qualification exists.

Virtual K-8 Teacher

Responsibilities:

- Serve as the teacher of record and primary instructor in all core content areas.

- Relentlessly work to meet all goals related to student achievement and culture.
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices.
- Differentiate instruction to meet the needs of all students.
- Utilize research-based best practices in daily planning and classroom instruction.
- Create a joyful, caring, and loving classroom environment for all students.
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues.
- Implement school-wide culture expectations and norms, inside the classroom and beyond.
- Communicate regularly with families regarding the academic and social-emotional growth of their child.
- Incorporate 21st century technology skills into daily online classroom practice and team settings.
- Participate in the planning and implementation of non-instructional activities such as social events and field trips
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues.
- Perform other duties as assigned.

Qualifications:

- Current state teaching license in appropriate content area
- Knowledge of State Standards and Common Core Standards
- Preferred two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

Virtual Middle School Teacher

Responsibilities:

- Serve as the teacher of record and primary instructor in all core content areas in middle school grades
- Relentlessly work to meet all goals related to student achievement and culture as well as Adequate Yearly Progress (AYP) goals
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices
- Differentiate instruction to meet the needs of all students
- Utilize research-based best practices in daily planning and classroom instruction
- Create a joyful, caring, and loving classroom environment for all students
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues

- Implement school-wide culture expectations and norms, inside the classroom and beyond
- Communicate regularly with families regarding the academic and social-emotional growth of their child
- Incorporate 21st century technology skills into daily classroom practice and team settings
- Participate in the planning and implementation of non-instructional activities such as social events and field trips
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues
- Perform other duties as assigned

Qualifications:

- Candidate must hold Idaho teaching licensure in appropriate content area
- Knowledge of State Standards and Common Core Standards
- Preferred two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring.
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

EQUAL EMPLOYMENT OPPORTUNITY

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Virtual 9-12 Guidance Counselor

The Virtual Guidance Counselor supports overall student success by partnering with staff members and families to inform student specific academic programming, create and maintain graduation and career plans, and provide proactive and preventative services.

Responsibilities:

- Deliver proactive guidance curriculum to individuals and groups
- Respond to individual and group needs with responsive counseling and programming
- Review transfer student transcripts and inform appropriate course placements
- Maintain and review transcripts for active students and inform credit award procedures
- Create and maintain student graduation plans
- Provide career readiness curriculum and facilitate creation of career plans
- Deliver Social-Emotional Learning curriculum
- Create and maintain Student 504 plans

- Analyze student data to provide input on appropriate academic programs and interventions
- Travels to support testing efforts and school events within the state as needed

Skills/Qualifications:

- Valid Idaho Guidance Counselor license
- Bachelor's degree plus one (1) year previous experience in counseling and/or advisement
- Experience with K-12 online learning
- Experience with Local, State, and Federal laws and mandated reporting
- Proficiency in Microsoft Office and Google Suite Products
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Ability to manage difficult or emotional situations and make evidence-based decisions
- Excellent written and oral communication skills.
- Ability to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently.
- Customer service oriented
- Ability to work independently and contribute to a team
- Ability to pass federal and state criminal background checks

EQUAL EMPLOYMENT OPPORTUNITY

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Virtual 6-8 Guidance Counselor

The Virtual Guidance Counselor supports overall student success by partnering with staff members and families to inform student specific academic programming, create and maintain graduation and career plans, and provide proactive and preventative services.

Responsibilities:

- Deliver proactive guidance curriculum to individuals and groups
- Respond to individual and group needs with responsive counseling and programming
- Review transfer student transcripts and inform appropriate course placements
- Provide career awareness curriculum.
- Deliver Social-Emotional Learning curriculum
- Create and maintain Student 504 plans
- Analyze student data to provide input on appropriate academic programs and interventions.
- Travels to support testing efforts and school events within the state as needed

Skills/Qualifications:

- Valid Idaho Guidance Counselor license
- Bachelor's degree plus one (1) year previous experience in counseling
- Experience with K-12 online learning
- Experience with Local, State, and Federal laws and mandated reporting
- Proficiency in Microsoft Office and Google Suite Products
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Ability to manage difficult or emotional situations and make evidence-based decisions
- Excellent written and oral communication skills.
- Ability to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently.
- Customer service oriented
- Ability to work independently and contribute to a team
- Ability to pass federal and state criminal background checks

EQUAL EMPLOYMENT OPPORTUNITY

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School Operations Manager

The Operations Manager at Virtual Prep Academy of Idaho supervises all school operations team members: Registrar, Testing Manager, Office Administrator, Attendance and Truancy Coordinator and collaborates with all members of the Virtual Prep Academy of Idaho leadership team to design and implement process and procedures across all aspect of daily school operations for a state-wide virtual charter school, in compliance with all authorizer and school board state laws, regulations and policies. This is an office-based position.

Responsibilities:

- Supervise the local operations team members and oversee the following school functions: student records, local and state testing, attendance and truancy tracking and follow-up, and office and facilities management
- Act as a resource for internal (staff) and external (students and families) stakeholders by providing resolution and management of escalated needs across a variety of topics (school procedures, technology systems, materials, etc.)
- Act as a liaison between school team members and members of the larger Accel support team to identify operational needs and develop school level procedures that allow the larger Accel organization to support the school.
- Serve as a member of the school leadership team

- Work collaboratively with other school administrators to develop, document, and electronically archive operational procedures and workflows to support implementation of school policies
- Audit current procedures and identify opportunities to streamline and improve processes for better school efficiencies, compliance, and stakeholder satisfaction
- Stay up to date on department of education and authorizer policies and compliance items and state educational laws
- Manage student information per state and federal law with the support of the Accel compliance and systems teams
- Coordinate communication with external vendors as needed
- Performs all other job duties as assigned.

Skills/Qualifications:

- Bachelor's Degree Required, master's degree Preferred
- Proficiency in Microsoft Office and Google Suite Products
- Strong spreadsheet skills including the ability to use basic and intermediate formulas and functions
- Prior experience working in a school setting preferred.
- Prior experience managing law and regulatory compliance
- Prior experience creating and documenting procedures and workflows
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Demonstrate a reliable, dependable, and trustworthy work ethic.
- Ability to manage difficult or emotional client situations
- Ability to make sound judgments after all available information has been gathered or communicated.
- Demonstrate a mature attitude and insight into matters affecting welfare of school and self
- Demonstrated leadership and management ability.
- Excellent written and oral communication skills.
- Ability to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently.
- Oriented to customer service
- Ability to learn new technologies and acquire new skills through independent study, professional training, and from more senior team members.
- Ability to work independently and contribute to a team
- Understanding and ability to manage confidential information
- Ability to lift 25 lbs.
- Ability to pass federal and state criminal background checks
- Metro-Phoenix resident

Virtual Special Education Manager

The Virtual School Special Education Manager is the case manager for all Special Education Services and curriculum modifications as specified in the IEP.

Responsibilities:

- Contribute to the leadership team working as an active member of the Administrative Staff; assist in the development and training of the total school philosophy of special education
- Ensure Special Education staff are maintaining all student records and files in accordance with timelines and guidelines as established by Idaho state law and Idaho Department of Education best practices
- Suggest/develop new policies, procedures or changes essential to special education programs and compliance
- Evaluate on an ongoing basis special education program staff, curriculum, and procedures
- Create and implement data collection processes to inform assessment of program effectiveness as well as student growth
- Prepare updates for the Board of Trustees regarding special education services, program needs, and budget trends
- Maintain confidentiality concerning all student information and any professional matters
- Work with the teaching staff to improve standardized and proficiency testing results
- Hire and oversee the training on all Special Education staff
- Collaborate with the Principals and Assistant Principals in overseeing and evaluating Intervention Specialists
- Act as point of contact with all agencies providing related services to students, manage contracts and agreements related to services in collaboration with supervisor.
- Participate in ongoing training to enhance professional skills
- Provide resources for Special Education staff
- In collaboration with the Testing Manager, track and plan for provision of all documented student accommodations for state and district testing
- Act as point of contact for outside agencies and service providers working with students
- Collaborate with the State Reporting Coordinator to ensure all data for Special Education students is accurately captured and reported.
- Perform student home visits as required
- Serve as LEA for IEP meetings
- Perform other duties as assigned

Skills/Qualifications:

- Master's Degree minimum
- Certification/licensure in Special Education Supervision
- Proficient in computer applications, including MS Office Suite, Google applications, e-mail, and internet applications; excellent verbal and written communication skills
- Exhibit genuine care for children and a passion for teaching
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Exhibit flexibility about decision-making, daily challenges, and job duties
- Has strong sense of integrity
- Has a "team player" attitude
- Ability to work in a diverse educational community setting
- Understanding of the community and student demographics

- Understanding of the RTI process
- Understand state proficiency testing as well as state teaching standards
- Satisfactory completion of state required criminal history check and health tests

EQUAL EMPLOYMENT OPPORTUNITY

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School Registrar

The School Registrar maintains student records and ensures that student enrollments, transfers, and withdrawals are processed in a timely and thorough manner.

Duties Include:

- Create and maintain student files in accordance with Idaho laws and regulations
- Track receipt of student records and follow up with prior schools to obtain any missing documents
- Receive incoming student records and add to student files
- Receive requests for records for withdrawn students and prepare and send student files
- Upon receipt of records enter any needed student information into the Student Information System (SIS)
- Act as point of contact for all requests for student information from schools and county agencies, and collaborate with administrative team to prepare any information needed to respond to such requests
- Ensure completion of withdraw forms
- Process student withdraws daily in the school Student Information System (SIS)
- Track new enrollment approvals and inform school stakeholders of student start dates
- Establish and maintain a positive rapport with, students, parents, staff, school administration, and other stakeholders
- Maintain confidentiality concerning all student information and any professional matters
- Utilize effective time management
- Perform other duties as assigned
-

Qualifications:

- Bachelor's Degree or equivalent required
- Previous outstanding school-related customer service experience required
- Minimum of one year data entry, records management, or equivalent experience required
- Minimum of one year of school admissions or retention experience preferred
- Excellent oral and written communication skills

- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Understanding of and ability to manage confidential information
- Ability to travel and possess own reliable transportation
- Ability to work flexible hours that may include some evenings and weekends
- Ability to work with a distributed workforce and clientele
- Ability to pass state and federal background checks
- Washington residence

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, bonafide occupational qualification exists.

Appendix E

Education Service Provider

Appendix E: Education Service Providers

The charter school may contract with an Education Service Provider (ESP) to carry out the various requirements for school operation. ACCEL Schools is under consideration. The school believes a well-managed vendor relationship results in increased student outcomes and employee satisfaction, reduced costs, improved quality, and better service levels from vendor partners. ACCEL Schools has built relationships with a multitude of suppliers and service providers that strengthen the ability to deliver exceptional educational services and operational support at low cost. ACCEL Schools has developed these relationships over years and is confident in the partners due to the constant focus on overseeing a data driven vendor selection process. The ongoing monitoring of performance and outcomes of the ESP is paramount in considering an ongoing relationship with the ESP. An evaluation protocol will be developed by the school to monitor ESP effectiveness. The evaluation period will take place at the end of each semester with written progress reports being provided as required to IDAHO and other entities as requested. The school will provide parents and teachers with on-line surveys to evaluate ESP performance and assist in the determination of continuing the relationships and the value-added results from the ESP relationship.

Specifically, ACCEL schools has extensive experience in serving underserved student populations. All ACCEL's delivery systems provide anywhere/anytime learning opportunities twenty-four hours per day for the entire school year for students who cannot adjust or participate in traditional classroom activities. The target population defined in this application are those students who, for whatever reason cannot or will not participate in traditional site-based learning opportunities. Using the ACCEL AMP platform and methodology of curriculum delivery, students can study, learn and participate in a program of instruction that meets their individual needs and that of their families.

ACCEL Schools is the U.S. charter school division of Pansophic Learning, a privately held global learning company with schools in the United States, Uganda, United Kingdom, Switzerland, Saudi Arabia, and Dubai. Founded in 2014, ACCEL Schools is a K-12 full-service Educational Management Organization based in McLean, VA currently serving over 35,000 students in online, blended and brick and mortar charter schools. ACCEL does not focus on one student demographic, nor subscribe to one specific school model or educational philosophy but rather customizes each partner school's services to maximize student performance. ACCEL Schools partners with each school to deliver a high performing school.

ACCEL Schools currently serves as the operator of ACCEL fifty-four public school Academies and charter schools in the states of Arizona, California, Colorado, Michigan, Minnesota, and Ohio. Most ACCEL site-based schools are in cities with high percentages of economically disadvantaged students and exhibit the chronic absentee rates named in the target population for this application. In 2015, ACCEL began managing the former White Hat and Mosaica Education brick and mortar charter schools including the highest performing charter school in Ohio. Since this time, the company's portfolio has increased dramatically both from building new schools from the ground up and by working with schools experiencing academic and/or financial struggles.

In the summer of 2018 ACCEL Schools became the chosen operator of an established virtual charter school in Ohio, the Ohio Distance and Electronic Learning Academy (OHDELA). Despite being open for over 17 years, OHDELA has struggled and trailed other statewide virtual charter schools in Ohio. In partnership with the school board, ACCEL Schools is implementing an aggressive turnaround plan for the school. The school is currently showing positive results as measured by an independent evaluation report.

ACCEL Schools was also chosen as the operator of one new California virtual charter school and as the operator of an established virtual charter school in Michigan for the 2020-2021 school year. For Fall 2021, ACCEL has two new partner schools opening in the states of Indiana and Washington.

Ohio ACCEL Schools on the Ohio 2020-21 High Performing School List:

- South Columbus Preparatory Academy - 84.5 Performance Index
- Cornerstone Academy Community School - 92 Performance Index
- Columbus Humanities Arts and Technology Academy - 78.1 Performance Index

Ohio ACCEL Schools meeting Ohio Criteria 1 as a Community School of Quality

- Columbus Humanities, Arts and Technology Academy
- Cornerstone Academy Community School
- Foundation Academy
- Lincoln Park Academy

ACCEL Schools manages a large portfolio of schools. When ACCEL began working with the current portfolio of schools, the schools were experiencing different levels of success. Some schools had a solid academic program with strong re-enrollment and little change in their teaching staff. Other schools were struggling significantly academically, financially, and staffing was unstable at best. ACCEL's approach to managing the schools has been to customize our approach to every school.

The chart on the following pages displays currently available data from ACCEL managed school throughout the United State.

School	Principal Name	School Phone Number	Sponsor	Authorizer Contact Name	Authorizer Phone Number	Date Chartered	Year Acel Began to Manage	City and State	Grades Served	Enrollment	Free/Reduced Lunch Percentage	Students with Disabilities	ELL Percentage	Black, Non-Hispanic Percentage	White, Non-Hispanic Percentage	Hispanic Percentage	Multiracial Percentage	2017-18 ODE Performance Index Score	2018-19 ODE Performance Index Score	2018-19 Academic Achievement	2018-19 Academic Growth	2018 Graduation
Akron Preparatory School	Ms. Ashley Miles	330-247-6232	Ohio Council of Community Schools St Aloysius Orphanage/Charter School Specialists	Lenny Schaefer, Executive Director	419-720-5200	2013	2017	Akron, OH	K-8	303	100%	19%	NC	85%	7%	NC	7%	56.5	62	F	F	NA
Broadway Academy	Ms. Donna Baynes	216-271-7747	Ohio Council of Community Schools	Dave Cash, Jr. President	614-837-89454	2013	2015	Cleveland, OH	K-7	175	100%	22%	NC	87%	NC	8%	NC	61.9	75.3	D	C	NA
Canton College Preparatory School	Mr. Darryl Lindsay	330-455-0498	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2013	2017	Canton, OH	K-8	333	100%	16%	NC	67%	13%	5%	15%	64.1	64.2	F	D	NA
Cleveland Arts & Social Sciences Academy	Mr. A. Cory McDaniel	216-229-3000	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2005	2015	Cleveland, OH	K-8	306	100%	10%	NC	99%	NC	NC	NC	62.3	51.9	F	F	NA
Cleveland College Preparatory School	Mr. Antonio Gaines	216-341-1347	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2010	2017	Cleveland, OH	K-8	269	100%	17%	9%	79%	6%	10%	5%	60.7	67.8	D	B	NA
Cleveland Preparatory Academy	Mr. Robert Williams	216-741-2991	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2012	2017	Cleveland, OH	K-8	102	100%	20%	NC	33%	34%	18%	16%	48.4	45.9	F	D	F
Columbus Arts & Technology Academy	Ms. Antoinette Bass	614-577-0900	Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2004	2015	Columbus, OH	K-12	556	96%	8%	21%	81%	NC	12%	5%	76.8	76.2	D	F	NA
Columbus Bilingual Academy North	Dr. Stephen Fawcett	614-547-4500	Richland Academy	Marianne Cooper, Executive Director	419-522-8224	2014	2017	Columbus, OH	K-8	338	100%	14%	45%	6%	33%	61%	NC	55.4	65.1	F	D	NA
Columbus Humanities Arts & Technology Academy	Mrs. Erin Johnson	614-261-1200	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2004	2015	Columbus, OH	K-8	585	99%	5%	36%	71%	NC	6%	4%	73.1	73.5	D	A	NA
Columbus Preparatory Academy	Mr. Malik Moore	614-275-3600	Ohio Council of Community Schools St Aloysius Orphanage/Charter School Specialists	Lenny Schaefer, Executive Director	419-720-5200	2004	2015	Columbus, OH	K-12	830	29%	5%	16%	12%	35%	9%	8%	114.5	112.8	A	F	NA
Cornerstone Academy	Mr. Luis Leon	614-775-0615	Ohio Department of Education- Office of School Sponsorship	Dave Cash, Jr. President	614-837-89454	2004	2015	Westerville, OH	K-11	858	59%	10%	10%	62%	21%	7%	7%	91.8	92	C	B	NA
East Academy	Dr. Sheila Sherman	216-383-1214	North Central Ohio Educational Service Center	Sheila Vitale	614-728-7739	2013	2015	Cleveland, OH	K-8	285	100%	14%	NC	96%	NC	NC	NC	53.8	54.6	F	F	NA
Eastland Preparatory Academy	Ms. Shannon Jones	614-547-4493	St Aloysius Orphanage/Charter School Specialists	Krista Gerhart, Director	740-387-6625	2013	2017	Columbus, OH	K-10	316	100%	14%	NC	60%	28%	7%	5%	54.2	56	F	B	NA
Euclid Preparatory School	Ms. Darlene Gross	216-750-2070	Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2017	2017	Cleveland, OH	K-8	332	100%	9%	NC	91%	NC	NC	5%	50.7	53.8	F	F	NA
Foundation Academy	Ms. Sandra Kimani	419-526-9540	Ohio Council of Community Schools St Aloysius Orphanage/Charter School Specialists	Lenny Schaefer, Executive Director	419-720-5200	2007	2015	Mansfield, OH	K-8	456	100%	14%	NC	38%	43%	NC	17%	72.3	72.3	D	F	NA
Hope Academy - Northcoast	Dr. Martin Ngom	216-429-0232	Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2002	2015	Cleveland, OH	K-8	269	100%	21%	NC	72%	18%	5%	NC	53.2	53.5	F	C	NA
Hope Academy - Northwest	Mrs. Niole Dykstra	216-226-6800	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2004	2015	Cleveland, OH	K-8	201	100%	20%	5%	44%	22%	24%	9%	78	74.4	D	A	NA
Lake Erie College Preparatory School	Ms. Denecia Dillard	216-453-4556	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2012	2017	Cleveland, OH	K-8	262	100%	13%	NC	97%	NC	NC	NC	45.2	56.1	F	D	NA
Lincoln Park Academy	Ms. Alissa Clugh	216-263-7008	Buckeye Community Hope Foundation	Peggy Young, Director	614-942-2030	2013	2015	Cleveland, OH	K-8	371	100%	22%	9%	35%	25%	29%	11%	61.5	57.1	F	B	NA
Lorain Bilingual Preparatory Academy	Mr. Jay Saez	440-434-6320	Richland Academy	Marianne Cooper, Executive Director	419-522-8224	2018	2018	Lorain, OH	K-7	181	100%	9%	21%	25%	7%	56%	13%	NA	51.3	F	C	NA
Lorain Preparatory Academy	Ms. Megan Wilson	440-282-3127	St Aloysius Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2006	2015	Lorain, OH	K-8	530	100%	15%	NC	30%	25%	34%	12%	66.2	69.5	D	D	NA
Monroe Preparatory Academy	Ms. Rachel Blackshire	567-998-7522	Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2005	2015	Sandusky, OH	K-8	251	100%	16%	NC	43%	33%	9%	15%	59	60	F	C	NA
Montgomery Preparatory Academy	Mr. Emory Wyckoff	937-991-2900	Ohio Council of Community Schools St Aloysius Orphanage/Charter School Specialists	Lenny Schaefer, Executive Director	419-720-5200	2018	2018	Dayton, OH	K-8	235	100%	18%	NC	52%	34%	5%	10%	NA	48	F	C	NA
Mount Auburn Preparatory Academy	Mr. William Horn	513-975-3391	Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2018	2018	Cincinnati, OH	K-12	297	100%	20%	NC	92%	NC	NC	4%	NA	51.3	F	C	NA
Northeast Ohio College Preparatory	Dr. Veda Giles-Weeks	216-453-4552	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2010	2017	Cleveland, OH	K-12	459	100%	20%	NC	75%	4%	15%	6%	58.2	62.1	F	D	F
Ohio College Preparatory School	Ms. Ashley Hall-Green	216-453-4550	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2013	2017	Maple Heights, OH	K-8	305	100%	12%	NC	94%	NC	5%	NC	60.6	65.7	F	B	NA
Riverside Academy	Ms. Elizabeth Lucas	513-921-7777	Ohio Council of Community Schools St Aloysius Orphanage/Charter School Specialists	Lenny Schaefer, Executive Director	419-720-5200	1999	2015	Cincinnati, OH	K-8	206	100%	18%	NC	55%	31%	NC	10%	51.9	52	F	D	NA
South Columbus Preparatory Academy	Mr. Kyle Glispie	614-986-0116	Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2017	2017	Columbus, OH	K-7	220	86%	8%	NC	51%	30%	NC	15%	96.5	84.5	D	A	NA
STEAM Academy of Warren	Mr. Jon Natko	330-394-3200	Ohio Department of Education- Office of School Sponsorship	Sheila Vitale	614-728-7739	2011	2015	Warren, OH	K-8	232	100%	15%	NC	37%	37%	9%	17%	61.5	58.3	F	D	NA
STEAM Academy of Warrensville Heights	Mr. Shawn Crosby	216-595-2866	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2013	2015	Warrensville, OH	K-8	219	100%	9%	NC	94%	NC	NC	NC	52.1	56.8	F	F	NA
University of Cleveland Preparatory School	Mr. Philip Penn	216-361-9720	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2011	2017	Cleveland, OH	K-8	227	100%	19%	NC	91%	NC	NC	5%	58.2	58.9	F	D	NA

West Park Academy	Mr. Michael Jaisle	216-251-5450	Ohio Department of Education- Office of School Sponsorship	Sheila Vitale	614-728-7739	2013	2015	Cleveland, OH	K-8	250	100%	21%	14%	23%	30%	36%	10%	60.7	56	F	C	NA
Wright Preparatory Academy	Ms. Stephanie Eafford-Fluker	234-207-5455	St Aloysius Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2016	2018	Canton, OH	K-8	157	100%	20%	NC	54%	33%	NC	12%	41.2	51.2	F	D	NA
Youngstown Academy of Excellence	Miss Heather Knapp	330-746-3970	Ohio Department of Education- Office of School Sponsorship	Sheila Vitale	614-728-7739	2005	2015	Youngstown, OH	K-8	184	100%	20%	11%	51%	13%	31%	6%	63.4	57.4	F	C	NA
School	Principal Name	School Phone Number	Sponsor	Authorizer Contact Name	Authorizer Phone Number	Date Chartered	Year Accel Began to Manage	City and State	Grades Served	Enrollment	Free/Reduced Lunch Percentage	Students with Disabilities	ELL Percentage	Black, Non-Hispanic Percentage	White, Non-Hispanic Percentage	Hispanic Percentage	Multiracial Percentage	2017-18 ODE Performance Index Rating	2018-19 ODE Performance Index Rating	Academic Achievement	Academic Growth	2018 Graduation
Capital Collegiate Academy	Mr. Antwan Pratt	614-300-3685	Orphanage/Charter School Specialists at Aloysius	Dave Cash, Jr. President	614-837-89454	2019	2019	Columbus, OH	K-6	135	72%	18%	NC	80%	NC	NC	8%	NA	NA	NA	NA	NA
Toledo Preparatory Academy	Ms. Amy Printy	419-574-0965	Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2019	2019	Toledo, OH	K-8	246	87%	15%	NC	57%	20%	13%	10%	NA	NA	NA	NA	NA
Marion Preparatory Academy	Ms. Jennifer Hutton	740-914-3050	North Central Ohio Educational Service	Krista Gerhart, Director	740-387-6625	2019	2019	Marion, OH	K-8	99	84%	20%	NC	17%	75%	NC	NC	NA	NA	NA	NA	NA
Parma Academy	Mrs. Wendy Copen	216-750-1205	St Aloysius Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2019	2019	Parma, OH	K-3	42	94%	NC	NC	NC	47%	NC	NC	NA	NA	NA	NA	NA
North Columbus Preparatory Academy	Ms. Courtney Williams	614-745-8375	Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2019	2019	Columbus, OH	K-6	106	86%	16%	NC	84%	NC	NC	NC	NA	NA	NA	NA	NA
Northside Preparatory Academy	Ms. Yolanda Clark	513-541-2276	Richland Academy	Marianne Cooper, Executive Director	419-522-8224	2020	2020	Cincinnati, OH	K-8	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
School	Principal Name	School Phone Number	Sponsor	Authorizer Contact Name	Authorizer Phone Number	Date Chartered	Year Accel Began to Manage	City and State	Grades Served	Enrollment	Free/Reduced Lunch Percentage	Students with Disabilities	ELL Percentage	Black, Non-Hispanic Percentage	White, Non-Hispanic Percentage	Hispanic Percentage	Multiracial Percentage	2017-18 ODE Performance Index Score	2018-19 ODE Performance Index Score	2018-19 Academic Achievement	2018-19 Academic Growth	2018 Graduation
Banning Lewis Ranch Academy	Wiggins/Shannon Molnar	719-570-0075	Falcon 49 School District	Andy Franko	719-495-1100	2006	2015	Colorado Springs, CO	K-12	1,435	13%	5%	4%	4%	59%	22%	10%			Meets Achievement ELA- 32%; Math- 37%	Approaching	
North Metro Flex Academy	Ms. Therese Privette	612-900-4435	Novation Education Opportunities	Wendy Swanson Choi, Executive Director	612-889-2103	2016	2016	St. Paul, MN	K-8	237	81%	22%	19%	41%	22%	25%	11%			ELA- 12% Math- 5%	Not Available	NA
The Woodley Leadership Academy	Ms. Pamela Farris	989-717-4390	Eastern Michigan University	Dr. Malverne Winborne	734-487-2086	2018	2018	Saginaw, MI	K-8	182	91%	6%	NC	67%	5%	18%	10%			ELA- 44% Math- 50%	NA	
Inkster Preparatory Academy	Mr. Shawn Hurt	313-278-3825	Central Michigan University	Corey Northrop, Exec. Director	989-774-2100	2015	2018	Inkster, MI	K-6	180	89%	5%	NC	89%	2%	3%	6%			ELA- 39% Math- 39%	NA	
Academy with Community Partners- Alternative HS	Mrs. Teofila Makiling-Angit	480-833-0068	Arizona State Board for Charter Schools	Ashley Berg, Executive Director	602-364-3080	2003	2020	Mesa, AZ	9-12	180	NA	5%	NC	NC	27%	61%	NC			Meets- C		NA
School	Principal Name	School Phone Number	Sponsor	Authorizer Contact Name	Authorizer Phone Number	Date Chartered	Year Accel Began to Manage	City and State	Grades Served	Enrollment	Free/Reduced Lunch Percentage	Students with Disabilities	ELL Percentage	Black, Non-Hispanic Percentage	White, Non-Hispanic Percentage	Hispanic Percentage	Multiracial Percentage	2017-18 ODE Performance Index Score	2018-19 ODE Performance Index Score	2018-19 Academic Achievement	2018-19 Academic Growth	2018 Graduation
Ohio Distance & Electronic Learning Academy (OHDELA)	Raymond Lambert	330-253-8680	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2001	2018	Toledo, OH	K-12	2,040	56%	20%	1%	23%	62%	8%	6%	59	55	NA	NA	27%
Virtual Preparatory Academy at Monterey	Michelle Romaine	831-920-5393	Bradley Union Elementary SD	Lindsay Lopez, Supt.	805-472-2310	2020	2020	Bradley, CA	9-12	50												
Virtual Preparatory Academy at Lucerne	Michelle Romaine	888-885-0284	Lucerne Valley Unified SD	Mr. Peter Livingston, Supt.	760-248-6108	2020	2020	Lucerne Valley, CA	K-12	50												
Michigan Online School	Ms. Stephanie Hargrove	269-216-6972	Gables School District	Mr. Jeff Rehlander, Supt.	269-628-9390	2017	2020	Gables, MI	6-12	850												

The Impact of ACCEL on Ohio Community Schools

Background: ACCEL Schools has managed 43 community schools in Ohio since the 2015-16 school year. Ohio's community schools are subject to permanent closure based on performance in two areas: Performance Index and Value-Added Progress. To assess the impact of ACCEL schools as an operator of community schools in Ohio, I have used the data for the schools ACCEL has managed and aggregated them by the year of acquisition.

Questions: This report was created in an effort to understand the impact of ACCEL schools on the community schools it operates as well as to understand whether the classification system for schools used here is predictive. As such, this report will address the following questions: (1) Do the schools that ACCEL has managed show signs of improvement in the performance measures used for permanent closure in Ohio? (2) How much improvement in performance is observed in the schools that ACCEL manages? And (3) Does the classification system predict outcomes in future years?

Data: The following analysis was done considering Performance Index (PI) and Value-Added Progress (VA) for schools operated by ACCEL between the 2015-16 and 2018-19 school years. The limitation in data range is due to the fact that ACCEL schools came into existence in 2015-16 and the most recent data available are those from the 2018-19 school year.

Report: In 2015, ACCEL was managing 18 different community schools in Ohio. All of these schools were already in existence when ACCEL became the school operator. The first consideration will be the change Performance Index (PI) and Value-Added Progress (VA). By the 2016-17 school year, ACCEL's first cohort of schools gained on average 2.9 Performance Index points and 0.2 Value Added Progress points on average between the 2015-16 and 2016-17 school years.

Table 1 below shows the impact of ACCEL on the community schools it has managed based on the amount of time that the schools have been managed by ACCEL and by academic year. To create this table, data from the State Report Card were used. Because Closure Law in Ohio uses Performance Index (PI) and the overall Value-Added Progress measure (VA) to determine whether a school is subject to permanent closure, these are the data points used in this table.

Table 1.

Year Acquired	N	New	Ave PI Gain Y1	Ave VA Gain Y1	Ave PI Gain Y2	Ave VA Gain Y2	Ave PI Gain Y3	Ave VA Gain Y3	Ave PI Gain Y4	Ave VA Gain Y4
2015-16	23	0	-6.83	-5.94	2.85	0.20	1.72	-0.08	-0.68	-1.78
2017-18	14	4	-3.18	-2.02	1.69	0.37	-	-	-	-
2018-19	6	3	3.37	0.77	-	-	-	-	-	-

Table 1 shows that over the years, ACCEL has gotten better at turning around schools. In this table a Gain is calculated by taking the difference between the measure in the year indicated and the prior year. For example, the 2018-19 Ave PI Gain Y1 is the difference between the average PI for the schools that were operated by ACCEL for the first time in the 2018-19 school year and the average PI for those same schools in the 2017-18 school year. In the most recent school year (2018-19), our one-year old cohort of schools had an average PI gain of 3.4 and an average VA gain of 0.8. These are very good numbers and represent the best gains for any cohort in the history of ACCEL schools.

To understand what the numbers indicate, PI is a measure of student achievement. When students perform well on the state tests, it is reflected most in the Performance Indicator for the school. The other measure, VA, is more of a measure of progress towards student achievement. This measure is more sensitive to the improvement that students make from year to year on the state tests. So, even if a school has a low PI, if the VA is positive, the students are improving on the tests. So, a positive VA indicates that an increased PI is likely to follow.

Looking at the cohort of schools that ACCEL started working with in the 2015-16 school year, the average PI for these schools was 59.2 in the first school year, 62.2 in the second school year, 63.9 in the third school year and 63.9 in the fourth school year. That is an average growth of about 0.7 PI points per year. For this same cohort of schools the trend for VA has been positive. The average linear fit to the data for the four years that ACCEL has managed these schools is a line with a slope of 0.30. The growth in PI is mirrored by the growth in VA for this cohort of schools.

The second cohort of schools ACCEL has managed began in the 2017-18 school year. The average PI for this group of schools was 59.3 in 2017-18. In the second school year the average PI for this group of schools is 60.9. The growth is modest but present. For this group in 2017-18 the VA was -3.99, and in the second year the VA was -3.62. Although the growth is still negative, there is improvement here.

ACCEL's third cohort of schools acquired in the 2018-19 school year have an average PI of 51 and an average VA of -5.3. This a challenging group, but for the three schools that ACCEL took over in this cohort, there has been an improvement of 3.37 in PI and 0.77 in VA between the schools' 2017-18 and 2018-19 performances. These are the greatest gains ACCEL has seen in the first year of any cohort.

In an effort to continue to be able to leverage these improvements to improve more schools, a system of classification of schools has been developed and is being tested with these historical data. The system is designed to use the report card data provided by the state annually to identify schools whose performance is declining so that ACCEL can deploy measures to turn around the school.

Using the Performance Index and Value-Added data for the ACCEL schools, each school has been classified by its performance in each year. If a school received an F in either measure in the school year evaluated, it was classified as at least "Targeted". If a school received more than one F in either measure looking back three years from the school year evaluated, it was classified as at least "Watch". If a school had a negative trend in either measure looking only at the school year evaluated and the one previous, the school was classified as at least "Watch". If a school had multiple "Watch" classifications, it became classified "Priority". Generally speaking, this classification system distinguishes among a school that had one bad year, a school that is beginning a negative trend and a school that has established a negative trend.

Looking at the schools ACCEL has managed and using this system of classification, the data have been compiled to show how many of the schools ACCEL manages are in any of these classifications. The graph in Figure 1 shows the breakdown of schools by classification as described above for each of the schools we manage. The Year 1 bar includes only schools ACCEL has managed for one year. The classification of the school, therefore, is based on the data for the first year that ACCEL managed the school, no matter what year that was. Because the number of schools ACCEL manages has changed from year to year, the divisions of schools by classification are in percentiles. The year 1 cohort includes 43 schools, year 2 includes 25 schools, year 3 includes 22 schools and year 4 includes 21 schools.

One feature of this representation of the data is that it is easy to see that by year four, there are no priority schools. Throughout a school's life, it may move between the other classifications based on one year of poor performance in one or more categories, but the designation "Priority" requires several years of poor performance without any sign of turnaround. What is clear from this graphic representation is that ACCEL turns around poor performing schools in about three years.

Of all the schools ACCEL has, in the first year of having the school, only about 10% of schools were in “Priority” status. Only 5% of schools in the first year of operation are in “Independent” status, so most of the schools (85%) are split between “Watch and “Targeted” statuses, more are “Watch” than “Targeted”. By the fourth year of operation, ACCEL has no schools in “Priority” status and 11 % in “Independent” status. This is a positive trend.

Figure 1.



The point is, a group of community schools is always a mixed bag, but when ACCEL Schools manages a community school, we help to make it a better school. In Ohio, operators are rated the same way that sponsors are rated. So, sponsors of ACCEL operated schools should know that we are also concerned with these data and are always working to improve the outcomes for students. And, we do that successfully.

To break this down a bit more, here are the cohorts of schools. The four-year cohort includes the 23 schools ACCEL has managed since 2015-16 (by 2018-19 there are 21 because two of them closed). The two-year cohort includes 14 schools (two of which were new in the 2017-18 school year). The one-year cohort includes 6 schools, three of which were new in the 2018-19 school year. Figures 2, 3 and 4 show the classifications of the schools in these cohorts by academic year.

Figure 2.

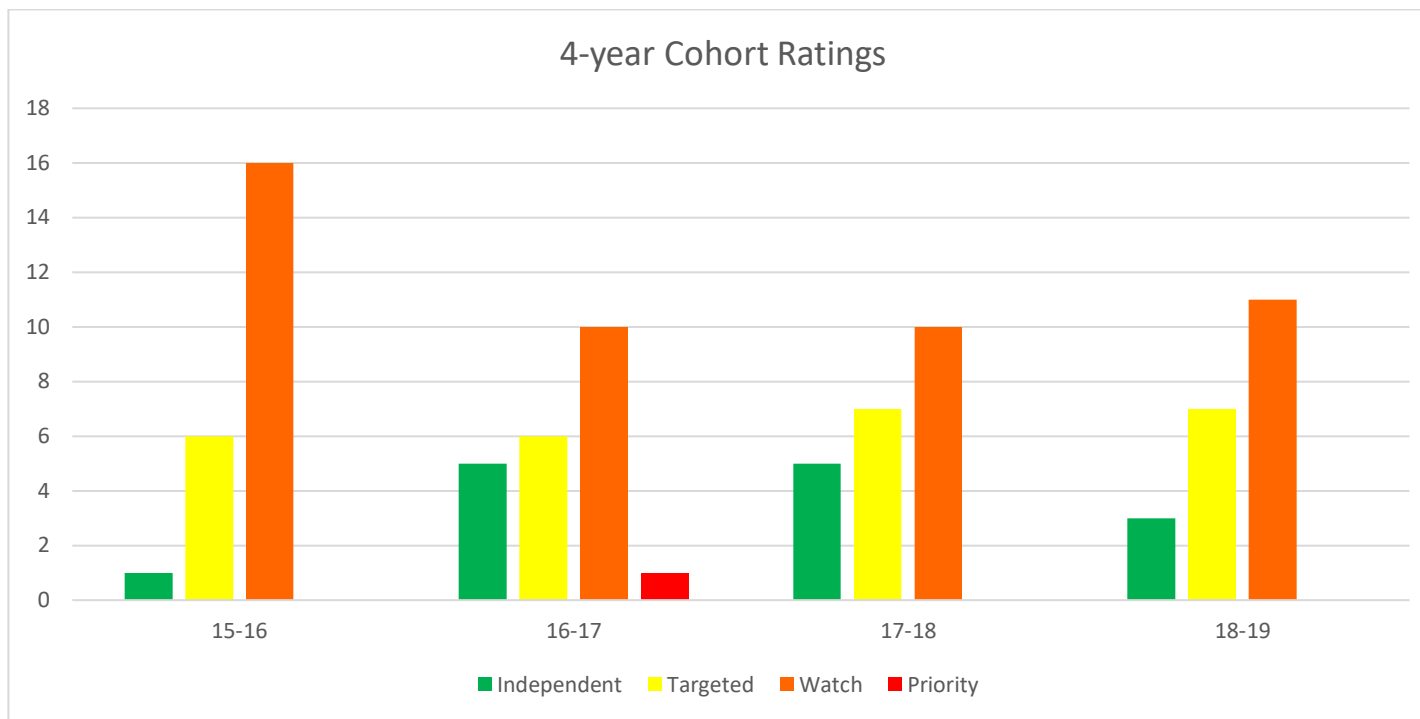


Figure 3.

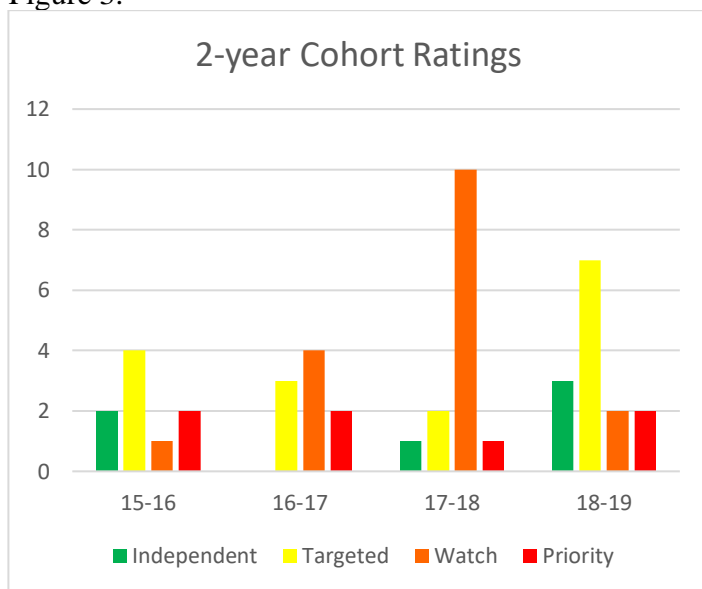
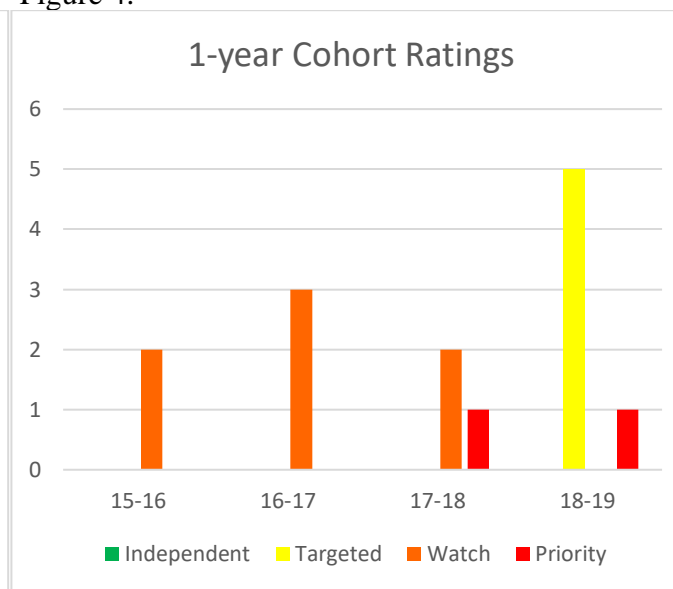


Figure 4.



From these figures, it is clear that progress is evident in the longest held schools as well as in the schools that have only been operated by ACCEL for one or two years. Figure 2 shows that the number of priority schools has gone down and the number of watch schools has also decreased with increases in both the independent and targeted school classifications.

In Figure 3, note that ACCEL started managing these schools in the 17-18 school year. From that school year to the next, there is marked improvement with an increase in the number of independent and targeted schools and a big decrease in the number of watch schools. Both priority schools in the 2-year cohort were watch the year before and the one school that was priority in the 17-18 school year was classified as targeted in the 18-19 school year because of its improvement.

In Figure 4, the schools were only managed by ACCEL in the 18-19 school year, so the improvement from watch to targeted is real. Three schools started with ACCEL, two on Watch and one on Priority. After their first year with ACCEL one went from priority to targeted, one went from watch to targeted and one went from watch to priority. The other three schools are all new startups and after one year with ACCEL are classified targeted.

As far as the predictive power of the classification system, it is difficult to know the predictive power of this system without knowing what actions were taken by ACCEL to improve schools over the years. Further analysis is needed to understand this. What is clear is that historically, ACCEL must have identified the poor performing schools and initiated turnaround efforts at some point and those efforts were successful.

From institutional knowledge I have learned that several schools were closed due to performance issues. These were Buckeye Preparatory Academy, Pearl Academy, STEAM Academy of Dayton and STAR Academy of Toledo. Pears would have been classified targeted based on data in 15-16, but did not re-open in 16-17. Buckeye Preparatory Academy would have been classified as Watch during its entire time with ACCEL (15-16 through 18-19). The PI for Buckeye Prep went down in its first year of operation, but had an upward trend throughout the time ACCEL was operating it. The VA had a consistent negative trend, however. STEAM Academy of Dayton would have been classified as Watch during its entire time with ACCEL (15-16 through 17-18). The PI and VA for STEAM were both down-trending for the first two years, but had a positive turn in the last year. STAR Academy of Toledo would have been classified as targeted in its first year, then watch, then targeted and then watch again. The PI for STAR had a negative trend throughout its time with ACCEL, but the VA for this school was not an “F” until the 18-19 school year.

Another school was not renewed by ACCEL and ended up closing. That was Aurora Academy. This school would have been classified Watch for its first two years, then targeted. It had a PI that took a big hit in the first year of operation, then continued downward for one year before showing slight increases in the last two years, never coming back to the level of its first PI with ACCEL in 15-16. As for VA, Aurora had a VA that was lower in the first year of operation (15-16), decreased in 16-17 then started an upward trend that continued until closure in 18-19.

Figures 5 and 6 show the data trends in PI (Figure 5) and VA (Figure 6) for the six schools discussed above that were closed for various reasons.

Figure 5

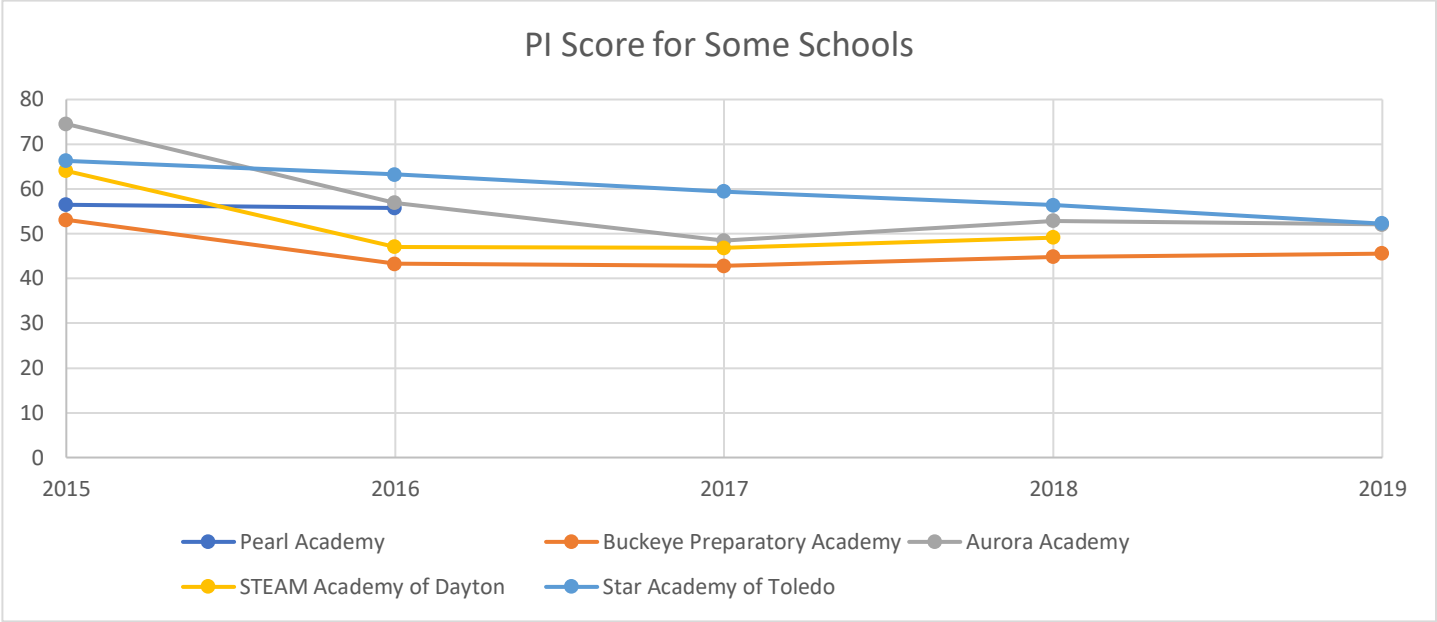
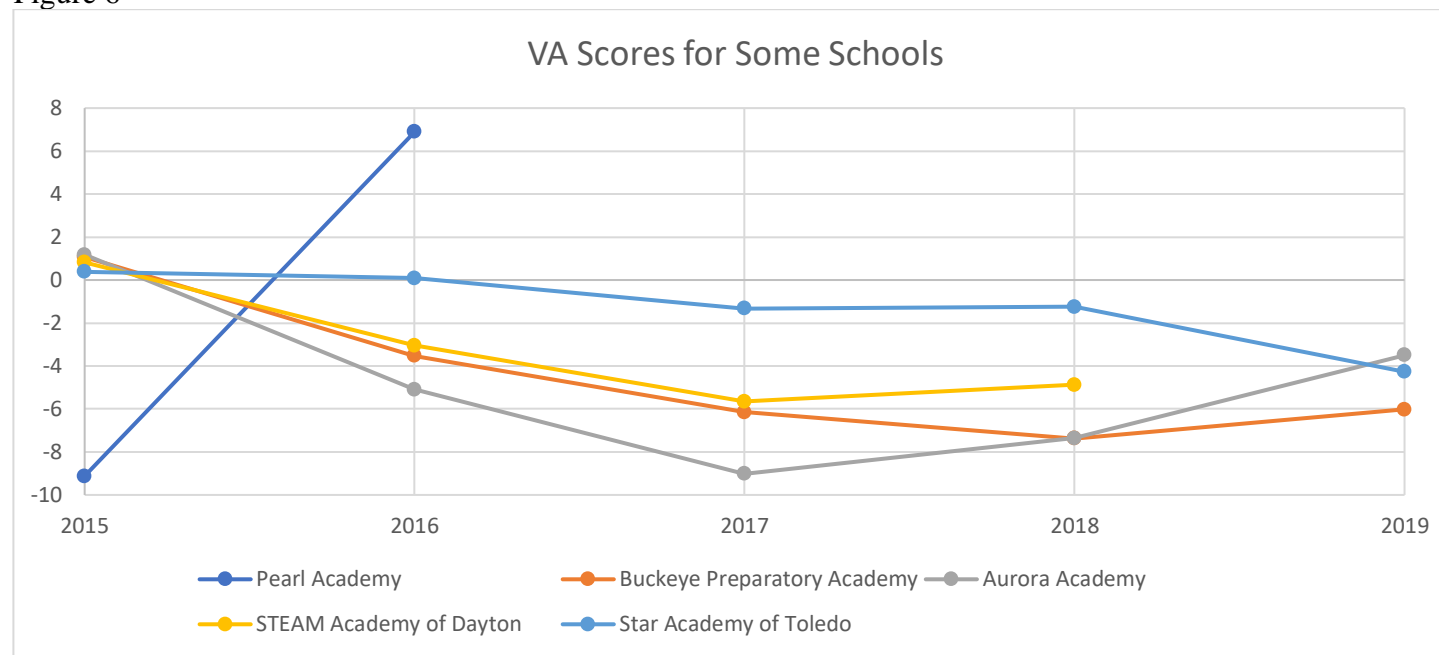


Figure 6



Based on the data, I would suggest another modification to the classification system. If a school is classified as watch for two years in a row, that school should be classified as priority in the following year even if it only meets watch standards by the business rules. This would help to identify a negative trend earlier in the cycle and perhaps prevent closure of the school. Had this classification system been in place, Buckeye, STEAM and STAR would all have been identified as priority schools at least in the year that they were closed.

An early warning system can be helpful in prioritizing resources. Depending on how the operator uses the resources to affect school change is what will make the difference in the outcomes for students.

Over the last three years ACCEL has had the top performing community school in PI each year. Also, the spread in PI and VA has been increasing each year for the entire community school population, but for ACCEL schools, the standard deviation, a measure of the spread in values, has decreased for PI and increased at a much slower rate in VA.

PI Grade

Compared to the entire community school population, ACCEL schools has consistently had a higher percentage of A-rated schools in PI than the general population. ACCEL schools has also had a lower percentage of D and C schools than the general population. The PI

measure, however, is not statistically significantly different for ACCEL schools as compared to the entire population of community schools. Table 1 shows the averages, standard deviations and p-values for the last three years for both populations.

Table 1. Performance Index Comparison between Community Schools and ACCEL Schools

Year	CS Ave	CS Std Dev	CS N	AS Ave	AS Std Dev	AS N	P-value
2019	65.251	13.905	232	61.011	13.406	41	0.069
2018	65.279	13.745	226	61.041	14.579	39	0.097
2017	65.136	14.113	215	61.362	14.851	41	0.139

VA Grade

The distribution of the ACCEL schools is similar to the distribution of the community school population as a whole. ACCEL schools do not include the lowest rated in VA, nor do they include the highest rated schools. The Value Added measures for ACCEL schools are not statistically significantly different from those of the entire community school population. Table 2 shows the averages, standard deviations, and p-values for the last three years for both populations.

Table 2. Value Added Comparison between Community Schools and ACCEL Schools

Year	CS Ave	CS Std Dev	CS N	AS Ave	AS Std Dev	AS N	P-value
2019	-1.367	6.634	232	-3.016	4.766	41	0.06
2018	-1.564	5.864	226	-2.413	4.787	39	0.328
2017	-1.286	5.001	215	-1.591	4.506	41	0.698

The graphs on the following pages illustrate the data and points made above.

Figure 1. PI vs. VA for 2016-17

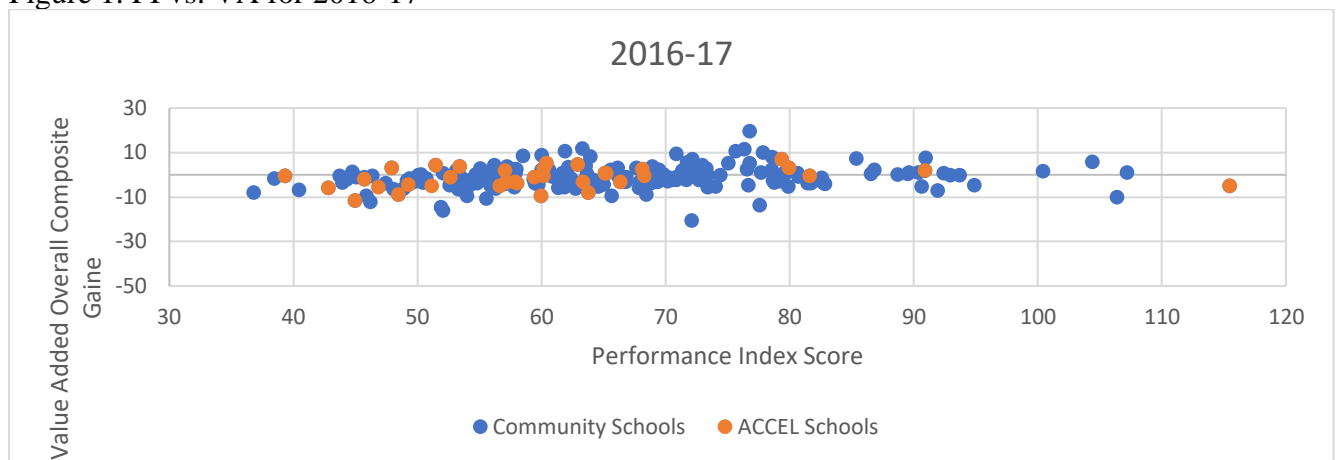


Figure 2. PI vs VA for 2017-18

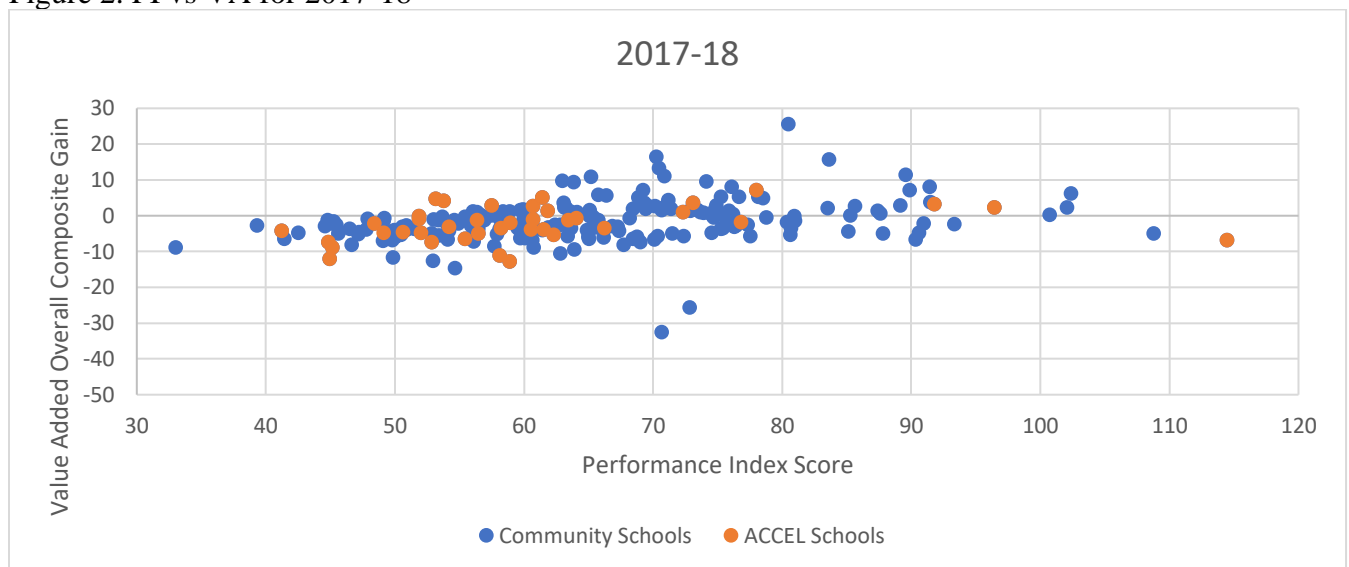


Figure 3. PI vs. VA for 2018-19

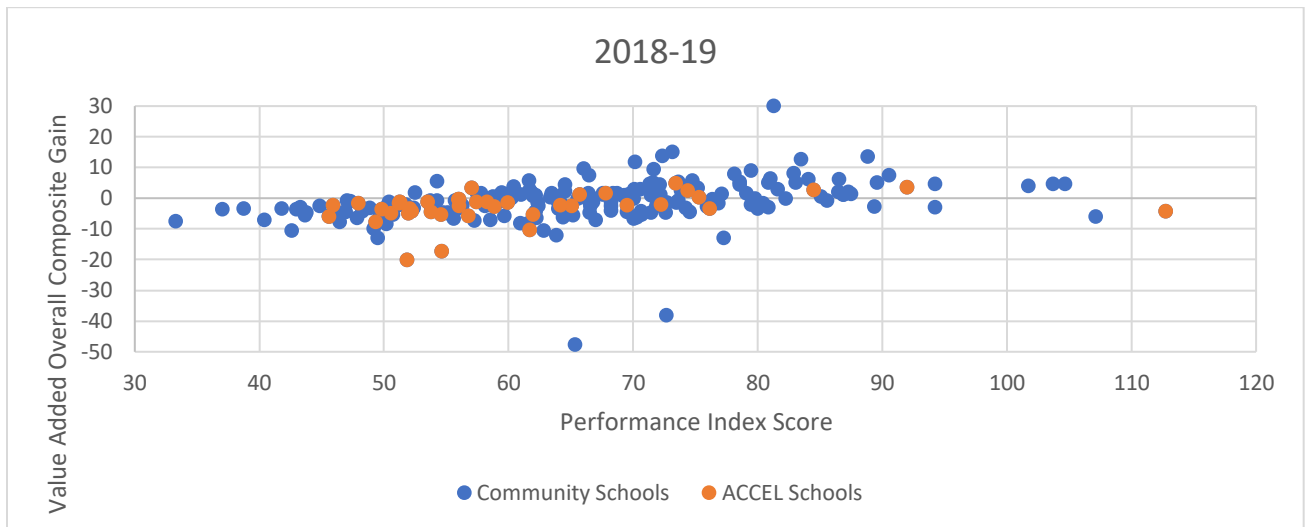


Figure 4. PI Grade Distribution for 2016-17

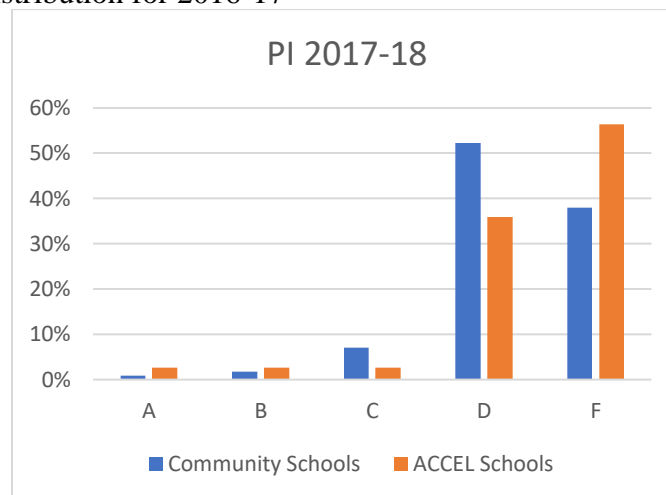


Figure 5. PI Grade Distribution for 2017-18

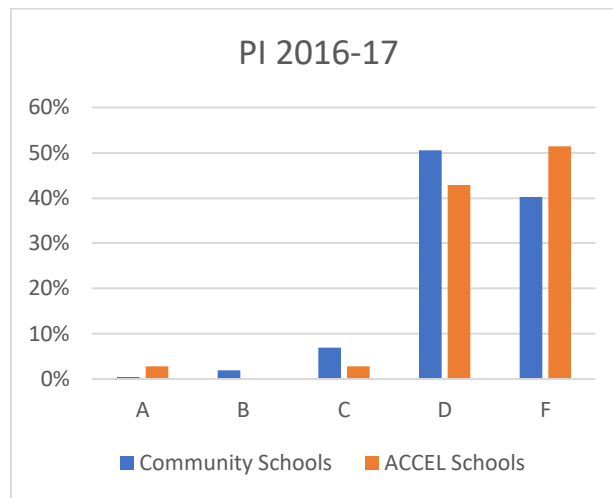


Figure 6. PI Grade Distribution for 2018-19

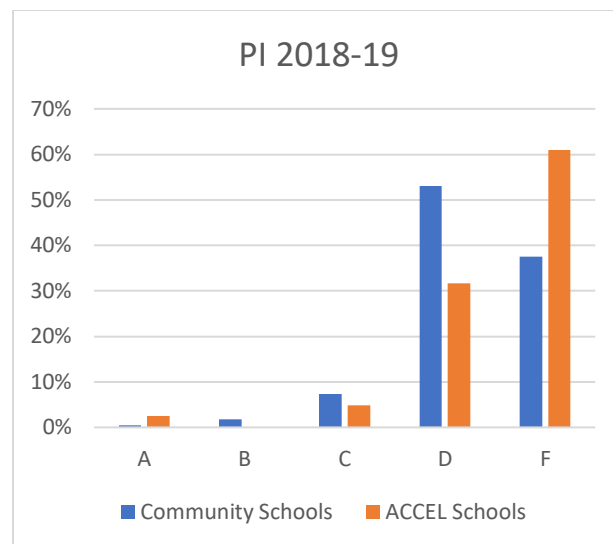


Figure 7. VA Grade Distribution for 2016-17

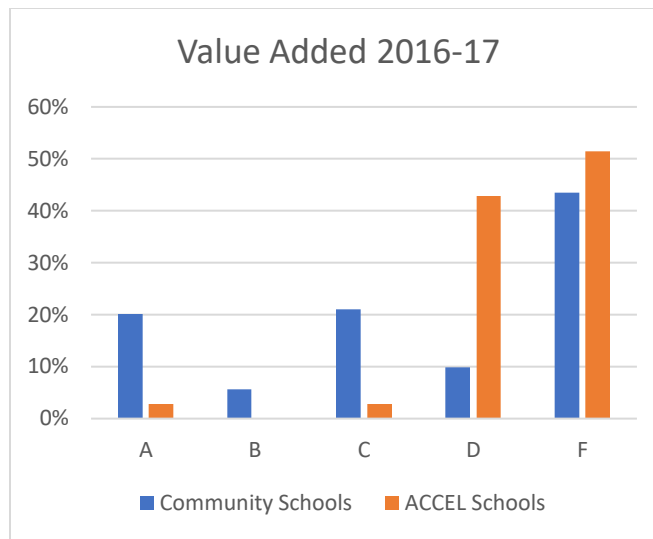


Figure 8. VA Grade Distribution for 2017-18

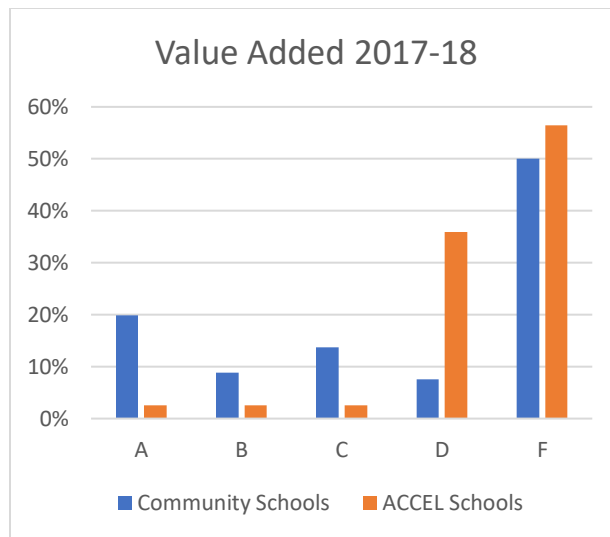


Figure 9. VA Grade Distribution for 2018-19

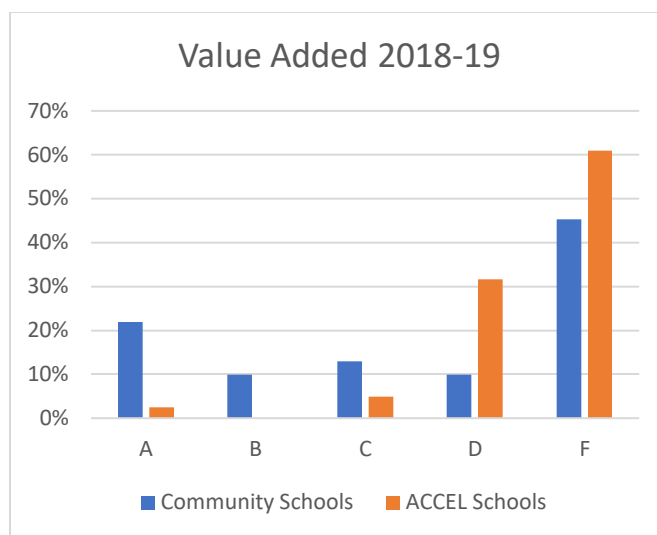
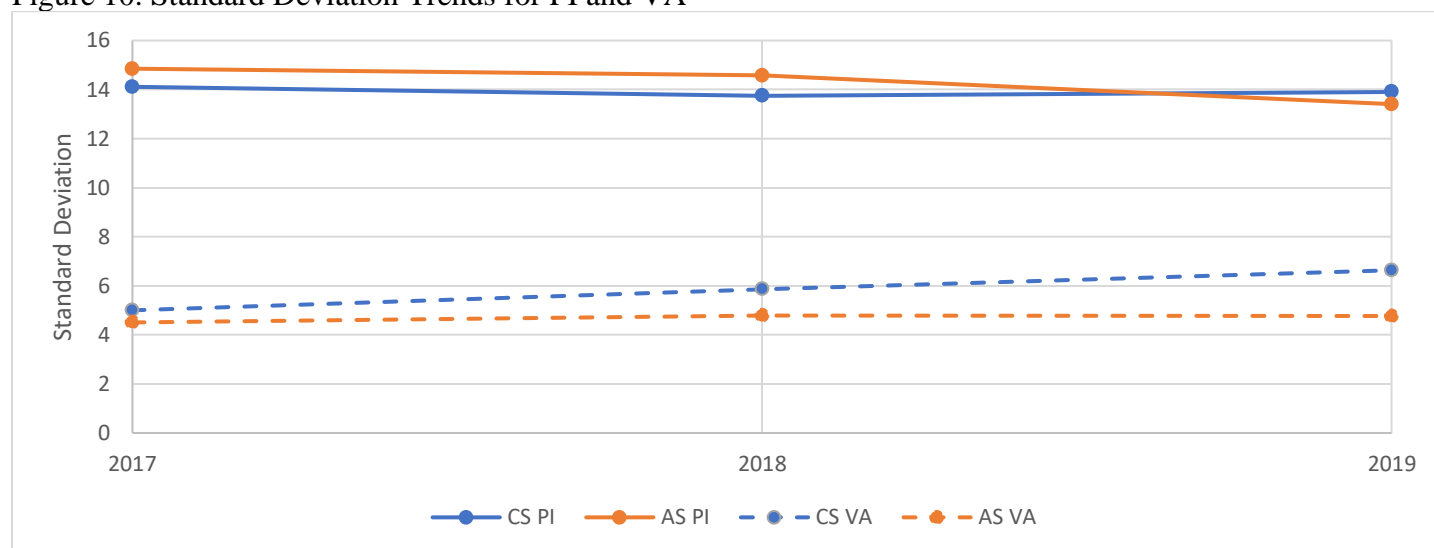


Figure 10. Standard Deviation Trends for PI and VA



Additional Performance Information can be found in Appendix “F”

ACCEL’s Mission is to provide a world class education anywhere in the world in either a blended, online, or brick and mortar school. We believe every child should be whatever they want regardless of where they are born. Our core beliefs include:

- Schools should be accountable for their results and be financially self-sufficient
- Students should be supported as they pursue a wide variety of post-secondary options
- Schools and teachers should strive to maximize learning efficiency
- The learning environment matters
- Students should be taught core values
- Technology can increase engagement, access to resources, efficiencies, and academic results
- More time spent learning yields greater results
- Education should produce global citizens

In considering the need for ESP support. It became clear that many of the operational functions required to structure a high achieving school need staffing with specific high-level skills and training not generally found in those professionally trained in the provision of instructional programs. Additionally, when reviewing the costs associated with staffing in areas of business administration, enrollment, legal services, compliance, curriculum support, audit, etc., it is unlikely that a small school can bear the cost to hire internally to provide such services. It is the intent of the charter school to contract for needed services to an organization that has demonstrated expertise and success in the field of charter school operations and has the staffing in a shared services model to provide organizational competence and resources as needed under one pricing plan thereby reducing overall costs to the school in maintaining oversight of myriad vendors.

The ESP's fees are competitive, if not lower, to rates of other national virtual school providers. ACCEL Schools will be responsible for providing services whether actual revenue meets the level projected in the authorized budget or not and has provided the school deficit protection during the agreement period. The ESP will provide funding of a startup year loan to assure all systems are in place to open the school July 1, 2022. That effort will include staffing, facility procurement, books and supplies, curriculum, and all other school startup needs.

ACCEL's sound financial management and oversight are critical functions and responsibilities of the charter school. The accounting system used by the ESP will include the use of Idaho specific standard account codes, consistent with the state guidance for Financial Accounting and GAP compliance. The accounting system will be designed to provide appropriate planning, budgeting, evaluating, and analysis functions for reporting. The ESP will provide among other solutions the following:

Business Management Services

The ACCEL Finance Team has extensive experience in providing business and financial services to charter schools, school academies, and online schools. ACCEL Finance Team members hold undergraduate degrees in accounting or finance, and several have attained a Master of Business Administration degree or CPA designation. The lead Finance Manager has worked with various charter school authorizers in numerous states and will be supporting the Virtual Preparatory Academy of Idaho as it develops and implements the school program.

Financial Accounting

ACCEL Schools will deliver comprehensive business management services including accounting services that follow Generally Accepted Accounting Principles.

- ACCEL Schools will create a uniform chart of accounts as defined by the state of Idaho.
- ACCEL Schools will follow a common fiscal year that begins on July 1 and ends June 30 of the following calendar year.

Budgeting

The school will adopt a budget prior to the commencement of the fiscal year. ACCEL Schools will support the Board in development and adoption of a school budget. In accordance with the Idaho Open Meeting Laws, the school's adopted budget will be posted on school's website before its adoption.

Auditing

The school will have an audit of its financial accounting records conducted at least annually by an independent certified public accountant. The school will hire and contract with an independent certified public accountant for audit services while ACCEL Schools will support the Board with all necessary documentation and follow-up. an.

Bookkeeper and Accounts Payable Services

ACCEL Schools provides all services related to accounting including Accounts Payable.

Services include:

- Serve as an invoice payment processor for school operations invoices
- Reconciliation of bank and credit card statements
- Run payroll services and reporting.
- Data entry and payment issuance for approved vendors and expenses.
- Management and reporting of expense claims.
- Reconciliation of account receivables and payables.
- Preparation and management of cash flow forecasting and reporting.
- Preparation and distribution of common reports.

Payroll Services

ACCEL Schools provides all employment/payroll services including filing of required tax reports, related payments, and employee W-2s.

ESP Experience

ACCEL Schools currently operates fifty-four public school Academies and charter schools in the United States. Most of the ACCEL Schools' leadership team were pioneers in public virtual schooling going back to its inception in early 2000. They are using that experience to create virtual schooling 2.0 that includes better instructional and data tools for schools, a smart growth strategy, and using best practices from all of their school delivery systems globally. In addition, ACCEL Schools is heavily data-driven and uses powerful business intelligence tools (database and reporting) to support their partner schools. The company's strong technical and business leadership is coupled with talented and experienced educators who have led successful schools in both brick and mortar and virtual delivery models. This extensive expertise will not only contribute to better student learning outcomes but also school operational and financial outcomes.

Virtual Prep of Idaho FY2023 Accel Fee Schedule		
Description	Fee	Description
Curriculum & Materials, AMP System, and Instructional Support Services	\$1,300/pupil/yr - upfront fee of \$260 and \$104 billed monthly, over a maximum of 10 months	a) Curriculum including Core, Elective, CTE and AP Courses; b) Balanced assessment system; c) AMP System including SIS, LMS, in course email and schoolwide communication system; d) Web Conference technology integrated into AMP; e) Any online and physical textbooks; f) Teacher Professional Development
Student Technology Assistance Services	\$150/pupil/yr - upfront fee of \$50, \$100 billed monthly, over a maximum of 10 months	24/7 technical support through on-line Help and live phone support via Accel Support Services to parents and students on Monday-Friday 9:00 a.m. to 7:00 p.m. (ET); and on-call support all other times. Oversight, Logistics and Fulfillment Service for Student Computer Distribution, Reclamation and Refurbishment
Enrollment Processing	\$100/pupil (gross new only) - upfront fee	Assist parents/guardians of new students with the school enrollment process
Community Outreach, School Website, and Enrollment Services	\$300/pupil/yr - billed monthly	Provide marketing plan and implementation; provide oversight of school public website. This includes recruitment materials, information sessions, school branding, website development, recruitment campaigns, enrollment communication tools, and management and incorporation of feedback on the program.
School Back Office Support	12% of Total Revenue, billed monthly	Accel Management Services including : Human Resources, School Leadership Support and Development, Accreditation Support, External Reporting Support, State Testing Support, Legal, Board Relations, Staff Tech. Support, Special Education Support, Gifted Program Support, Homeless and Migrant Services Support, School Counseling and Family Support, Accessibility Support, ELL Support, Additional recruiting fees if needed. School Budgeting & Planning, Pupil Accounting, Federal Programs & Compliance Support, Student ISP Stipend Administration, Procurement, Audit Support (as needed), Insurance/Risk Mgt. Support, Facility Support, Records Security and Mgt.

Fee Category	Student Tenure	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Total Fees
Curriculum & Materials, AMP System, and Instructional	One Day	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	One Month	364	-	-	-	-	-	-	-	-	-	364
	6 months	364	104	104	104	104	104	-	-	-	-	884
	Full Year	364	104	104	104	104	104	104	104	104	104	1,300
Student Technology Assistance Services	One Day	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	One Month	60	-	-	-	-	-	-	-	-	-	60
	6 months	60	10	10	10	10	10	-	-	-	-	110
	Full Year	60	10	10	10	10	10	10	10	10	10	150
Enrollment Processing	One Day	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100
	One Month	100	-	-	-	-	-	-	-	-	-	100
	6 months	100	-	-	-	-	-	-	-	-	-	100
	Full Year	100	-	-	-	-	-	-	-	-	-	100
Community Outreach	One Day	\$ 30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30
	One Month	30	-	-	-	-	-	-	-	-	-	30
	6 months	30	30	30	30	30	30	-	-	-	-	180
	Full Year	30	30	30	30	30	30	30	30	30	30	300
School Back Office Support	One Day	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	One Month	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	6 months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Full Year	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

The above example provides detail as to the diminishing of charges for student tenure less than the entire school year.

Compendium of Services Under ACCEL Services Agreement

Financial Support Services

- Develop and prepare budgets, balance sheets, income statements, financial ledgers, and forecasts, and provide to Charter School statements of all revenues and expenditures, and financial reports.
- Assist in the preparation of required non-profit filings, including form 990 tax returns. (ACCEL will not be responsible for filing Charter School's form 1023 but will work with Charter School's counsel to prepare the application for tax-exempt status, as necessary).
- Perform necessary planning, forecasting, accounting and reporting functions as appropriate.
- Assist and coordinate in any third-party audit(s) of the Program including the Annual Audit.

Human Resource and Office Management Services

- The supervision and evaluation of ACCEL employees; the Administer performance measurement, support of management of employee performance improvement, support management of external agency data requests and payroll actions by Charter School, applicant and new hire processing ; training and orientation of new hires; support human resources firm for administration of benefits, license compliance; procurement of supplies and equipment, development of the school master calendar, daily school communications, claims management of workers compensation and unemployment compensation, and development of the school policy handbook; coordination of any subcontracting of payroll services as needed.
- Recommend forms, operations manuals, handbooks, guides, and policies and procedures for review and approval by Board as necessary
- Assist with the supervision of all personnel providing Educational Products, Services, and Technology Services. Support recruiting and hiring recommendations and reference, certification, and background checks.
- Negotiation, securing and management of health, retirement, and other benefits.
- Work with Charter School to recommend human resources policies, and strategic plans for staffing, development, and growth.
Provide suggested teacher performance evaluation models and advise Charter School on effective ways to measure teacher performance in a virtual school setting.

Compliance Services

- Interface with financial information from bankers, lenders, attorneys, foundations and others.
- Monitoring state and federal compliance; Coordinate, manage and comply with reporting requirements to external entities including grant or lenders.
- Manage departmental performance reporting; coordinate and manage the annual audit.
- Monitor and develop budgets; review and reconcile monthly banking statements; review monthly financial statements for report to Board.
- Secure and keep records in compliance with Government Data Practices, and state and federal statutes and regulations, IDEA, criminal background checks for vendors, employees and board members.

Marketing and Public Relations

- Deliver a detailed and diverse marketing plan with clear timelines that ensures that annual and long-term enrollment goals are met.
- Recruitment of students, including creation, design and preparation of recruitment materials and advertisements in collaboration with Charter School.
- Assist with demand creation for the Program and its information sessions and other events via mail, e-mail, social media, print media, radio, television, community forums, town hall meetings, and other forms of communication and outreach on the School's behalf.
- Design school recruitment materials, letterhead, business cards, and logos to create school identity.
- Develop, design, publish, and maintain the Program's interactive website.
- Coordination of fundraising activities to governmental and foundation sources.

Charter Authorizer and Department of Education Relations:

- Assist Charter School in complying with all applicable Idaho policies as reasonably interpreted to apply to the program.
- With the Board and school leadership, present and defend the Charter application before the Charter Authorizer.

Communications and Family Engagement

- Develop, coordinate, and implement a family engagement program.
- Support school mass communications with families; Promote parent and community volunteer activities; Support resolution of parent concerns.
- Work with school leader and families to ensure they receive continuous support for their educational goals.
- Inform families of community resources available for assistance.

Business Services

- Supervision of all outsourced accounting staff for compliance.
- Submission and monitoring of enrollment.
- Review and approval of payroll tax returns.
- Cash management.
- Support of annual audit.
- Approval of A/P vouchers and payroll; Submission of grant applications and budgets.
- Reconciliation of grants, and preparation of reimbursement requests.
- Assist with budget preparation and annual audit.

Facilities Location, Permitting, and Ongoing Support

- Oversee building and equipment, including cleaning, preventative maintenance, repair, improvements, inventory, and replacements, as required and authorized.
- Assist with budget and contract management with other outside vendors.
- Schedule and train staff.
- Monitor work performance.

Charter School Policies and Procedures

- Prepare draft policies regarding the responsible use of computer equipment and other instructional property.
- Arrange for the distribution and return of computers, printers and instructional materials for students, staff, administrators, and teachers.
- Oversee and implement Charter School Board policy regarding instructional property management.

Insurance

- Assist Charter School with obtaining general liability insurance or other insurance as required.
- Assist in risk management and processing of insurance claims, if any.

Health and Safety

- Maintain all applicable federal, state, and local health and safety requirements.
- Ensure compliance with Idaho Statutes.

Maintenance of Student Records

- Maintain the records and books of the Program at the Facility, which may be electronic or paper copies of records and provide other services elsewhere, unless prohibited by Applicable Law.
- Maintain accurate financial records pertaining to the operation of the Program for a period of seven (7) years (or longer if required by applicable law) from the close of the Fiscal Year to which such books, accounts, and records relate.
- Maintain accurate student records pertaining to students enrolled in the Program on behalf of the School.
- Ensure accessibility of Program records to Charter School, and its independent auditor and the State for completion of audits required by applicable law.

Legal Matters

- Prepare forms, operations manuals, handbooks, guides, and policies and procedures as necessary or required by the Charter or Charter Authorizer.
- Providing legal advice when needed.

Reporting

- Provide the Board with relevant reports for review prior to submission to the IDAHO regarding the program and/or financial status of the school.
- File regular reports regarding the program and financial status of charter school at least five business days prior to each Board meeting and a quarterly basis.
- Alert the Board of unforeseen events, crisis, or potential issues that will require Board action or planning.
- Provide charter school with requested information including financial information, and education data on students.
- Notify charter school of complaints that allege violation of state or federal law or regulation has been committed by ACCEL, its employees, or agents.
- Recommend and distribute an Annual Report as approved by the Board.
- Provide to the Board a report on the progress of ACCEL in meeting the goals and measures of the Authorizer or state.
- Prepare Accountability Plan Progress Report; financial statements; Annual Reports including the School report cards and the certified financial statements; evidence of parent and student satisfaction.
- Prepare reports regarding human resources, educational leadership and student achievement.

EDUCATIONAL SERVICES

- Educational Leadership and Academic Compliance.
- Support the Board's academic priorities including planning, training, development, implementation, assessment, and improvement of instructional programming.
- Assist the charter school Board in the recruiting, monitoring, development, and evaluation of the school principal and instructional leaders.
- Support charter school employees to ensure the quality implementation of school culture, standards, assessments, and instructional guidelines.
- Annually provide a license for and access to the curriculum and associated learning management system provided by ACCEL for grades K through 12, for those core subject areas required by the State (Language Arts, Math, Science, History) as well as other courses that may be offered or required for these grades (Art, Music, career-focused, foreign language, and other elective courses); and any third-party curriculum ACCEL generally offers its similar schools, in each case for such courses required by Applicable Law.

Instructional Tools and Materials

- Provide instructional tools and supplies, including textbooks and multi-media teaching tools that are necessary to deliver the Educational Program per the Service Agreement.
- Technology Services: Monitor production services, i.e., the learning management and content management systems.
 - (a) Monitor and analyze data to fix production issues as they arise.
 - (b) Generate reports on student academic performance, attendance, and progress.
 - (c) Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals ("**Computer Equipment**") for the School;
 - (e) Develop, design, publish and maintain the school's website.

- (f) Determine hardware configurations (including software and operating systems) for the school's technology needs.
 - (g) Provide support for School administration in troubleshooting system errors; and
 - (h) Other technology support services requested and mutually agreed upon by the Board and Consultant.
- Provide loaned student laptop computers.
 - Provide repair and replacement of student computers.
 - Carry out imaging or reimaging of student computers.
 - Carry out reclamation of student computers

Special Education Services

- Consult and provide advice to charter school regarding special education programs, processes, support services and reimbursements.
- Provide guidance and services as needed to help charter school with needed special education services for students.

Other Services

- Make available supplemental instructional support and teachers as mutually agreed upon with the Board as may be required for the Educational Products and related offerings.
- **Student Recruitment and Marketing:**
 1. Recruitment and admission of students subject to agreement on general recruitment and admission policies to the extent budgeted for in the Budget or as otherwise approved by the school.
 2. Students shall be enrolled in compliance with the procedures set forth in the Charter Contract and State and federal laws.
 3. Recruitment via lead generation, lead qualification and lead conversion to application and enrollment will take place via a contact strategy by phone, email, and in-person events. Manager will implement the school's admission policy, including management of the application and enrollment process as well as orientation. Manager will maintain a call center function to facilitate recruitment and admissions.

- Implement the Board's admissions policy, including management of the application and enrollment process; creation, design and publication of program's applications and enrollment packages; and communication with potential students and their families and assisting families through the enrollment process; conduct random lottery if required.
- Plan and arrange school orientation sessions.
- Represent the Program at conferences and other events. Field and respond to incoming correspondence about the program, its curriculum, the application/enrollment process, instructional materials, etc.
- Conduct focus groups, surveys, interviews, observation sessions, and/or user testing on the learning management system to obtain feedback on how to improve the program and curriculum, as appropriate.
- Respond to suggestions and implement improvements where ACCEL deems them to be valuable.
- Conduct exit interviews with those Program students and their parents who withdraw to learn more about how to improve the Program for students.
- Create a draft parent/student handbook which includes a starting kit for logging onto the learning management system.
- Assist with the design and implementation of parent orientation sessions.
- **Personnel:**
Professional development of all personnel providing Educational Services, Administrative Services and Technology Services
- Conduct reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by the School.
- Provide to the School such teachers as are required to provide the Educational Services, Administrative Services, Technology Services and Supplementary Programs (if any). In consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the school on a full or part time basis. Each teacher assigned to the school will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the ADE. Manager shall keep the school informed of all teaching staff related actions and decisions on a regular basis.
- Provide the School with such support staff as are required to provide the Educational Services, Administrative Services, Technology Services and Supplementary Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers, and maintenance personnel. Such support staff may work at the school on a full or part time basis.
- Provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the school's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.

Congruency of ESP Contracting with Bylaws and Articles of Incorporation

The Board's non-profit corporation Articles of Incorporation and Bylaws, along with the ESP agreement, share the same purpose and that is to serve the Virtual Preparatory Academy of Idaho's students in achieving their highest educational outcomes.

The proposed ESP contract is within the specific powers vested to the Board by virtue of the corporation bylaws as registered with the Idaho Corporations Commission. The following is the relevant bylaws citation:

"... Section 4.3 Specific Powers. Without prejudice to its general powers, but subject to the same limitations set forth in Section 1.4 above, the Board will have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

- a. To select and remove all of the officers, agents, and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the Corporation's Articles of Incorporation or these Bylaws, and to fix their compensation;*
- b. To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefor that are not inconsistent with the law, the Corporation's Articles of Incorporation or these Bylaws as it deems best;*
- c. To adopt, make, and use a corporate seal, and to alter the form of the seal from time to time as it deems best;*
- d. To borrow money and incur indebtedness for the purpose of the Corporation, and to cause to be executed and delivered in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidence of debt and securities;*
- e. To act as trustee under any trust incidental to the principal object of the Corporation, and receive, hold, administer, exchange, and expend funds and property subject to such trust;*
- f. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property; and to assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose."*

In congruence with its Bylaws, the Board retains its full authority of the School yet delegates the day-to-day management of the school to ACCEL. The Board may rescind the ESP agreement at the end of the term or if they deem ACCEL's performance unacceptable according to the terms in the agreement, which is still being finalized by the Board and counsel.

**Template of Management Agreement
Revised Based on Initial Review Guidance**

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

This Educational Products and Services Agreement (the “**Agreement**”) is entered into as of _____, 2022 (“**Effective Date**”) by and between Accel Online West LLC, a Delaware limited liability company (“**Accel**”), and Virtual Preparatory Academy of Idaho (the “**School**”), a non-profit Idaho corporation and public charter school.

RECITALS

Whereas, the School is organized as an Idaho nonprofit corporation under the laws of the state of Idaho (the “**State**”) (as such provision may be amended from time to time) and the School has entered into a School Charter Agreement (the “**Charter Agreement**”) with Idaho Public Charter School Commission (the “**Authorizer**”) pursuant to which the School is authorized to operate a public charter school under State law;

Whereas, Accel was established, among other reasons, to provide educational products and services and management support for public schools, and is expected to provide valuable assistance and expertise, including regulatory, financial, administrative and other advice, in connection with the operation of the School; and

Whereas, the School and Accel (individually, a “**Party**” and collectively, the “**Parties**”) desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

**ARTICLE I.
EDUCATIONAL, ADMINISTRATIVE AND TECHNOLOGY SERVICES**

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Accel will provide to the School the following educational products and services (the “**Educational Services**”):
 - (i) Curriculum and Assessment. Under the direction and supervision of the School’s board of directors (the “**Board**”) implementation of the educational goals and programs set forth in the Charter Agreement (the “**Educational Program**”) by providing curriculum, assessment tools, a learning management system, a student information system and a content management system in all subjects and grades Accel generally offers to its managed programs customer; curriculum for all other subjects required by applicable law; and additional curriculum or educational programs Accel recommends to achieve the goals of the Educational Program. In the event Accel determines it is necessary to modify the Educational Program, Accel shall inform the School of the proposed changes and obtain School approval, and if required under the Charter Agreement, approval of the Authorizer.

- (ii) Instruction. Under direction and supervision of the Board, provide oversight and coordination of the services to be provided by instructional personnel, including the Head of School (“**HOS**”) and the rest of the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
- (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, monitors, computer peripherals, curriculum, printers, software and multi-media teaching tools.
- (iv) Extra-Curricular and Co-Curricular Programs. Under the direction and supervisions of the Board, provide oversight of appropriate extracurricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Additional Educational Services. Any other services required by the Authorizer and/or the Idaho State Department of Education (the “**SDE**”) and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between Accel and the School. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Charter Agreement, as the same may be amended.
- (c) Accel will be responsible and accountable to the Board for the provision of the Educational Services provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to Section 1.2(a)(vi) below, and Accel will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.

1.2 Administrative Services.

- (a) During the Term, Accel will provide to the School the following administrative services (the “**Administrative Services**”):
 - (i) Personnel Management. Management and professional development of all personnel providing Educational Services, Administrative Services and Technology Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the Board.
 - (iii) Payroll. Accel will assist the School with establishing a relationship with a registered professional employer organization (“**PEO**”) to perform various employee administration tasks, such as payroll and benefits administration, on behalf of the School in relation to School Personnel as defined in Article VI.
 - (iv) Public Relations. Coordination and assistance with any and all advertising, branding, media and public relations efforts, including parent and community outreach programs and local community relationship building. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
 - (v) Budgeting and Financial Reporting.
 - (A) A proposed annual budget will be prepared by Accel (in collaboration with the Board treasurer pr designee) in a mutually agreeable format by June 1st of the immediately preceding fiscal year and will be subject to the approval of the Board which shall not to be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the “**Budget**”. If the Board wants to modify the Budget, Accel shall collaborate with the Board treasurer or designee to determine what changes will be made, and the changes will be subject to Board approval. Accel shall be responsible for preparing for Board review other

financial statements as required by and in compliance with the Charter Agreement, and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the Board to perform annual audits of the School's financial statements. The cost for preparation of the financial statements and the cost of the audit will be the responsibility of the Board and will be provided for in the Budget.

- (B) Accel will provide the Board with monthly financial forecast and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. Accel will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; assist with the preparation of monthly financial reporting to the Board; and support for all State reporting requirements. Accel will prepare a five-year financial plan in collaboration with the Board treasurer.
 - (C) Upon request by the Board, Accel will prepare (i) such other reports on the finances and operation of the School as requested or required by the SDE, the Board or the Authorizer to ensure compliance with the terms of the Charter Agreement; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
 - (D) Accel will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the Board to monitor and evaluate Accel's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
 - (E) On behalf of the School, Accel will maintain accurate financial records pertaining to the operation of the School, together with all School financial records provided by the Board treasurer, and retain all such records for a period of five (5) years (or longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by Accel pertaining to the School will be available to the School, the Authorizer, the Auditor of State, the SDE or the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.
- (vi) School's Right to Audit. The Board reserves the right to conduct or to appoint others to conduct examinations, at the Board's expense, of the books and records maintained for the School.
 - (vii) Maintenance of Student and Other Records.
 - (A) Accel will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter Agreement, and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Accel, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the School). Accel and the School will maintain the proper confidentiality of such records as required by law and the Charter Agreement.
 - (B) Accel will maintain accurate business records pertaining to the operation of the School as is required and in the manner provided by the Charter Agreement and applicable laws and regulations, together with all additional School business records prepared by or in the possession of Accel, and retain such records on behalf of the School until this

Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such business, records are and shall be at all times the property of the School). Accel and the School will maintain the proper confidentiality of such records as required by law and the Charter Agreement.

(C) The financial, educational and student records pertaining to the School are the property of the School, and such records are subject to the applicable provisions of State and federal law. Accel shall help ensure that to the extent requested by the School, all School records shall be physically or electronically available, upon request, at the Administrative Facility.

(D) Accel shall provide such other information, including a written report, as reasonably requested by the School.

- (viii) Admissions. Under the direction and supervision of the Board, Accel will support implementation of the School's admission policy in accordance with the Charter Agreement, and applicable laws and regulations.
- (ix) Student Hearings. Under the direction and supervision of the Board, Accel will provide administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the Board, and applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under applicable laws and regulations.
- (x) Academic Progress Reports. Accel will provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter Agreement, and applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Accel's performance of the Educational Services and Administrative Services against mutually acceptable criteria, and (C) such other reports reasonably requested by the School.
- (xi) Rules and Procedures. Accel will recommend to the Board rules, regulations and procedures applicable to the School and its students and enforce such rules, regulations and procedures adopted by the Board that are not in direct conflict with this Agreement, the Charter Agreement, and applicable laws and regulations.
- (xii) Student Recruitment and Admissions. Recruitment and admission of students subject to agreement between Accel and the Board on general recruitment and admission policies to the extent budgeted for in the Budget or as otherwise approved by the Board. Students shall be enrolled in compliance with the procedures set forth in the Charter Agreement and State and federal laws. Recruitment via lead generation, lead qualification and lead conversion to application and enrollment will take place via a contact strategy by phone, email, and in-person events. Accel will implement the Board's admission policy, including management of the application and enrollment process as well as orientation. Accel will maintain a call center function to facilitate recruitment and admissions.
- (xiii) Administrative Facility Management. Accel will assist the Board with management of the School's Administrative Facility to the extent consistent with any leases or other documents pertaining to the Administrative Facility.
- (xiv) Additional Administrative Services. Accel will provide any other services reasonably necessary or
expedient for the effective administration of the School as agreed to from time to time by Accel and the Board.

- (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Charter Agreement, and local, State and federal laws and applicable regulations and policies.
- (B) Accel will be responsible and accountable to the Board for the provision of the Educational Services and Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(vi) above, and Accel will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

1.3 Technology Services.

- (a) During the Term, Accel or its Affiliates (as defined in section 3.5 below) will provide or cause to be provided to the School the following technology products and services (the “**Technology Services**”):
 - (i) Monitor production services, i.e., the learning management and content management systems;
 - (ii) Monitor and analyze data to fix production issues as they arise;
 - (iii) Generate reports on student academic performance, attendance and progress;
 - (iv) Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals (“**Computer Equipment**”) for use by the School’s students and staff working at the School;
 - (v) Develop, design, publish and maintain the School’s website;
 - (vi) Determine hardware configurations (including software and operating systems) for the School’s technology needs;
 - (vii) Provide support for School administration in troubleshooting system errors; and
 - (viii) Other technology support services requested and mutually agreed upon by the Board and Accel.
- (b) Accel charges a fee for the provision of Computer Equipment as set forth in Article IV below.

1.4 Place of Performance; Provision of Offices. The School will provide Accel with necessary and reasonable office space at _____ [address of school] (the “**Administrative Facility**”) to perform all services described in this Agreement that are not otherwise provided online or remotely at Accel’s usual place of business. Accel may provide other services elsewhere, unless prohibited by the Charter Agreement, and applicable laws and regulations.

1.5 Authority. By this Agreement, the School delegates to Accel such authority and power as is necessary and proper for Accel to undertake its responsibilities, duties and obligations provided for in this Agreement. This delegation of authority may be revoked in whole or in part upon adoption of a resolution by a properly constituted Board setting forth the parameters of such revocation. Except for instances of Accel’s material breach of this Agreement, any Board decision to revoke the delegation of authority, whether in whole or in part, shall not take effect any earlier than the close of the academic year in which such revocation is communicated to Accel, provided however, the notice of revocation must be provided to Accel by January 1 of the then current academic year. Prior to the adoption of any resolution either voiding or modifying a decision arising out of or relating to the delegation of authority, the Board shall consult with Accel and explain the reason(s) therefore. If the Board revokes all or part of the delegation of authority, Accel may terminate this Agreement or agree to negotiate a new agreement with the Board that establishes the Parties’ rights and responsibilities following such revocation. Except for instances of Accel’s material breach of this Agreement, any termination under this section

shall not take effect until the close of the academic year in which such notice of termination is provided. To the extent any School operational practice, including any aspect of this delegation of authority from the Board to Accel is determined to violate the Charter Agreement or applicable law, the Parties agree to negotiate in good faith an amendment to this Agreement to cure such determined violation.

ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2022 (the “***Start Date***”) and shall continue thereafter through June 30, 2025 (the “***Initial Term***”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute.
- 2.2 Renewal. Upon the conclusion of the Initial Term, and each ten (10) year period thereafter (the “***Renewal Date***”), this Agreement will automatically extend for successive additional periods of ten (10) years or consistent with the length of the new or renewal term from the Authorizer (each such period a “***Renewal Term***”), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “***Term***”.
- 2.3 New Authorizer or Charter Agreement. In the event the Authorizer and/or the Charter Agreement changes, this Agreement shall automatically survive and be performed in accordance with the new charter agreement, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Accel is not a division or any part of the School or Board. The School is a separate and distinct corporation authorized under State law and is not a division or a part of Accel. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School or the Board and Accel or to make one the agent or fiduciary of the other. No employee of Accel will be considered an employee of the School or Board by either Party for any purpose whatsoever.
- 3.2 Accel Attendance at Board Meetings. Accel shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Accel has the opportunity to attend the same. The Board shall provide Accel with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.
- 3.3 No Related Parties or Common Control. Accel will not have any role or relationship with the Board that, in effect, substantially limits the Board's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Accel shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Accel or its directors,

members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Accel will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the Board and Accel will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the “**Internal Revenue Code**”), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.

- 3.4 Exclusivity. During the Term, Accel, its Affiliates and subcontractors shall be the sole providers of the educational products and services set forth herein for the School unless the Parties agree otherwise waived in writing. “**Affiliate**” means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Accel whether through ownership of voting securities, by contract interest or otherwise. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party. Subcontractors will be procured in accordance with to applicable law.
- 3.5 Oversight of Accel. The Board shall be responsible for monitoring Accel’s performance under, and compliance with, the terms of this Agreement in accordance with applicable law. Accordingly, the Board shall be responsible for overseeing the School’s quality, operational and financial performance and for working with the Authorizer as required. Accel shall reasonably cooperate with such monitoring and oversight.
- 3.6 School-Related Correspondence. The Board shall provide Accel with any reports, documents and other findings that are related to or may have an impact on the School, the Charter Agreement and/or Accel’s obligations under this Agreement. School-related correspondence includes, but is not limited to, adopted Board minutes and Board reports, State audit preliminary and final reports, Authorizer reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.
- 3.7 Approval and Consent Rights. In performing services and other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consent or approvals or making any request of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines in its sole judgment or discretion, or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Products and Services.
- (a) Back Office Service Fees. The School will pay to Accel a fee of 12% (twelve percent) of revenue for back office services described in Article I above (“**Back Office Service Fee**”). Service Fee expressed as a percent of revenue means the designated percent of the federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations, exclusive of Free and Reduced Lunch Revenues. The percent-based Service Fees calculation shall not include charitable contributions, transportation funding, or proceeds from fundraisers, which shall be retained entirely by the School. Consideration

referenced in this section shall not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the Parties.

- (b) Student Facing Products and Services Fees. The School will pay to Accel fees for student facing products and services described in Article I above based on the then current national pricing for similarly situated schools ("***Accel Price List***"), to include third party product and service pricing as applicable ("***Student Facing Products and Services Fees***") . Notwithstanding anything in this Agreement to the contrary, the School agrees that the fees for products and services set forth in the Accel Price List will be subject to change no more than once per calendar year and communicated to the Board during the annual budget process
 - (c) Reasonable Compensation. The Back Office Service Fee and Student Facing Products and Services Fees (together, the "***Service Fees***") under this Agreement are reasonable compensation for products and services rendered. Accel's compensation for products and services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
 - (d) Annual Reconciliation. The Service Fees shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Accel with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall make payment to Accel of the amount due to Accel within five (5) business days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with Accel to initiate an appeal of the State's determination. Accel shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Accel and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Accel agrees to contribute the amount overpaid to Accel, and the School shall contribute the amount retained by the School.
- 4.2 Payment of Costs. In addition to the Service Fees described in Section 4.1 above, the School will reimburse Accel for all costs incurred and paid by Accel in providing the Educational Services. Administrative Services and Technology Services. Such costs may include, but are not limited to, equipment lease, Administrative Facility lease, Administrative Facility maintenance and utility costs, salaries of Accel's employees or subcontractors assigned to the staff of the School, Authorizer fee, costs related to curriculum, instructional materials, textbooks, Computer Equipment, software, supplies, special education and psychological services, and specialty services. Except as may be provided in any equipment lease or Administrative Facility lease, in charging for such costs to the School and paying for such costs, Accel will not charge an added fee unless such fee is approved in advance by the School.
- 4.3 New School Startup Line of Credit Loan Agreement and Promissory Note. Prior to or simultaneously with executing this Agreement, a school enrolling students for the first time ("***New School***") shall enter into a startup Line of Credit Loan Agreement and Promissory Note in the form attached hereto as Exhibit A for costs associated with opening a new school or as otherwise approved by lender thereunder.
- 4.4 Time and Priority of Payments.
- (a) Each installment of the Service Fees will be due and payable by the School upon receipt of invoice.

- (b) Accel will notify the School of any payments due and owing to Accel pursuant to Section 4.2 above as soon as possible after the end of each month and the School will make such payments to Accel upon receipt of invoice.
- (c) New School shall pay amounts due under the Line of Credit Loan Agreement and Promissory Note as required by the Line of Credit Loan Agreement and Promissory Note.
- (d) The School will satisfy its payment obligations under this ARTICLE IV to Accel, its Affiliate or third parties, as applicable, in the following order of priority: (i) payments due and owing under Section 4.2 above for salaries, benefits and associated benefit processing costs of Accel employees and subcontractors assigned to the staff of the School; (ii) payments due and owing under the Line of Credit Loan Agreement and Promissory Note referenced in Section 4.3 above; (iii) payments due and owing under Section 4.2 above for rent pursuant to Administrative Facility lease; (iv) payments due and owing under Section 4.2 above for Authorizer fee; (v) all other payments due and owing under Sections 4.2, with the oldest amounts due first; and (vi) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.

4.5 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Service Fees and loans to the School, if any, to pay expenses will accrue interest at the one-month London Interbank Offer Rate (“**LIBOR**”), plus four percent (4%) for the time overdue.
- (b) There will be no limits to what indebtedness or fees owed to Accel may be carried over from year to year unless expressly provided otherwise in this Agreement.

ARTICLE V. SUPPLEMENTAL PROGRAMS

In addition to the Educational Services, Administrative Services and Technology Services provided by Accel to the School, The Parties may agree that Accel will provide additional services, the terms of which shall be determined on a case by case basis, which may benefit the School by increasing its exposure in the community (the “**Supplemental Programs**”). However, nothing herein shall require Accel to provide any such Supplemental Programs.

ARTICLE VI. PERSONNEL AND TRAINING

- 6.1 Accel’s Personnel Responsibility. Subject to Sections 1.1 and 1.2 above, the Charter Agreement, and applicable laws and regulations, and pursuant to section 1.5, Accel will have the sole responsibility and authority to determine its own staffing levels, and select, compensate, evaluate, assign, discipline, supervise, manage, transfer and terminate its own personnel as necessary to carry out the Educational Services, the Administrative Services, the Technology Services, the Supplemental Programs (if any) and all other services provided under this Agreement. Accel will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required under applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Accel will provide the School with documentary evidence of such background checks. Accel will share on a confidential basis with the School its performance reviews and assessment of the HOS.
- 6.2 Head of School and Administrative Staff. Under the direct oversight of and subject to direction from the Board, Accel will be the employer of the HOS and other administrative staff which includes

personnel who are not teacher or support staff. Accel will present the Board with two candidates for the HOS position. The Board shall review the two candidates' qualifications and provide Accel with input regarding which of the two it prefers. Accel will hold the HOS accountable for the success of the School. Prior to terminating the HOS, Accel shall seek, obtain and consider in good faith, the advice and counsel of the Board on terminating the HOS provided, however, the foregoing shall not be required for circumstances where termination of HOS is due to circumstances that are due to jeopardy of the health, safety or welfare of staff, students or their family member(s).

- 6.3 Complaints About Accel Personnel. If the Board is dissatisfied with or concerned about the job performance of an Accel staff member assigned to the School, the Board shall discuss the matter first with the HOS or its equivalent. If the Board is dissatisfied with or concerned about the HOS or equivalent's job performance, the Board shall provide Accel with written notice pursuant to this Agreement and set forth specific issues and requested action with supporting documentation. Accel shall review the notice and respond in a timely manner.
- 6.4 School's Personnel Responsibility. The Board shall, within budgetary limitations, employ (or co-employ with a registered PEO) and be ultimately responsible for the teachers and student support staff (any position that provides direct services to the School and its students which may include, for example, a nurse and guidance counselor) for the School ("***School Employees***"), except in limited circumstances where Accel deems it reasonably necessary to employ such staff to deliver the Educational Services hereunder to the extent allowed by applicable law. Accel, however, will take the lead to help recruit, set the terms of employment, hire, supervise, discipline and terminate School Employees and such activities will be performed in consultation with the Board (or its designees). The Board will be responsible for all costs associated with the employment of such staff (including, without limitation, salaries, benefits, travel and other School-related expenses). To the extent required by law, all School Personnel shall be State licensed or possess the necessary credentials, qualifications and conduct checks as required by applicable law and the Charter Agreement. Accel will assist the School with administrative functions related to human resources processes, including recruiting; processing offer letters and new-hire paperwork; conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on potential School Employees and subcontractors to the extent required under applicable laws and regulations; providing assistance in arranging and administering benefits, processing payroll; preparing and filing reporting required by local, state, and federal agencies; and administrative functions related to School Employee and contractor departures. Upon request, Accel will provide the School with documentary evidence of background checks.
- 6.5 Complaints About School Personnel. If Accel is dissatisfied with or concerned about the job performance of any of the School Personnel assigned to the School, the Board shall delegate to the HOS (or its designee) the authority to discipline such staff member and as necessary or required, Accel shall promptly notify the Board of such actions. In some cases, Accel may recommend termination or elimination of specific positions to the Board for prompt action by the Board (which maintains the exclusive rights to hire and terminate its employees), approval of which will not be unreasonably withheld.
- 6.6 Training. Accel will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Accel determines to be reasonable and necessary under the circumstances, and Accel welcomes advisory input from the Board.

- 6.7 Determination of Employer Entity. The Parties anticipate that, except as otherwise required by applicable law or to the extent necessary for the Board to maintain its status as a tax-exempt organization, under section 501(c)(3) of the Internal Revenue Code, the HOS and other administrative personnel will be provided by Accel. If Accel determines that it is necessary or desirable for any of the Accel staff members providing services under this Agreement to become an employee of the Board, Accel shall notify the Board of such determination in writing and upon the written agreement of the Board, such Accel staff member shall become an employee of the Board. If Accel determines that it is necessary or desirable for any of the School Personnel to become an employee of Accel, Accel shall notify the Board of such determination in writing and upon the written agreement of the Board such School Personnel shall become an employee of Accel. The changes referenced in this section shall become effective on the date specified by Accel in such notice.
- 6.8 Non-Solicitation/Non-Hiring.
- (a) Unpermitted Solicitation/Hiring. During the Term and one (1) year thereafter, each Party may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or former employee had been assigned to or worked under this Agreement.
 - (b) Remedies. In the event of such unpermitted use or engagement by a Party of such consultant, employee, former consultant or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The School acknowledges and agrees that no advances or past uncollected fees shall be issued by Accel to cover any penalty, damages or other relief owed by the School upon a violation of this provision.
 - (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using the other Party's and Affiliate's employee, former employee, consultant or former consultant provided for in this Section 6.7.

ARTICLE VII. TERMINATION OF AGREEMENT

7.1 Termination By Accel.

- (a) Accel may terminate this Agreement effective at the end of the then-current school year if the School fails to make any payment of money due to Accel within five (5) days of written notice from Accel to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.
- (b) Accel may terminate this Agreement in the event that the School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Charter Agreement, and the default remains uncured for thirty (30) days after the School receives written notice from Accel or Authorizer, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time,

the failure shall not be grounds for termination. Notwithstanding the foregoing, if the School's default creates an imminent danger to the life of students, parents or others, the default must be cured immediately upon notice from Accel, and Accel may terminate the Agreement effective immediately if not so cured.

- (c) Accel may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by Accel.
- (d) Accel may terminate this Agreement effective immediately upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Accel to increase materially the financial risk to Accel arising from its performance of its obligations hereunder, thus rendering Accel's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Accel agrees to use commercially reasonable efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
- (e) Accel may terminate this Agreement effective immediately upon written notice to the School in the event that the School undergoes adverse change that makes the School financially unviable.
- (f) Accel may terminate this Agreement effective immediately upon written notice to the School if, in Accel's sole opinion, the Board makes a financial decision that is detrimental to the School.

7.2 Termination by the School. The School may terminate this Agreement in the event that Accel fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the School. Termination by the School will not relieve the School of any obligations to pay Service Fees and costs, whether accrued, pending or outstanding, to Accel as of the effective date of the termination, nor will it relieve Accel for liability for financial damages suffered by the School as a consequence of Accel's breach (or of the School's termination as a result thereof) of this Agreement.

7.3 Termination of the Charter Agreement. This Agreement will terminate upon the School's ceasing to be a party to a valid and binding charter agreement, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent charter agreement, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations to pay Service Fees and costs, whether accrued, pending or outstanding, to Accel as of the effective date of termination.

7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether or not such change is effective on the date of such enactment or thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students.

7.5 Accel may terminate this Agreement effective immediately upon written notice to School in the event Accel undergoes or is required to undergo a change that makes Accel, as determined in its sole judgment, financially unviable.

- 7.6 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Accel to the School will remain the real and personal property and leases of Accel, and any personal property purchased by Accel with the funds provided to Accel by the School for the purpose of purchasing personal property will be the personal property of the School provided that the School has fulfilled all payment obligations in any Line of Credit Loan Agreement and Promissory Note or other debt structure between the Parties. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.
- 7.7 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the president of the School shall certify to Accel in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Accel's direction, the School will promptly permit representatives of Accel or its Affiliate to pick up all such materials at the School. Accel shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, Accel shall instead transmit the educational records of each student to said student's school district of residence.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Ownership. The School acknowledges that Accel owns or has a license to use the intellectual property rights and interests in the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term (“**Protected Materials**”) and to the name “ACCEL™” (such name being a trademark of Accel). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Accel. In accordance with all laws and regulations, Accel shall have the right to install signs on the Administrative Facility, including under the name of the School, describing the services provided by Accel or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. Accel developed and owns, or has a license to use, proprietary rights to, or licenses, the Protected Materials. Accel hereby grants the School a limited revocable license to use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of Accel.

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Accel. To the extent permitted by law, the School will indemnify, defend and save and hold Accel and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, "**Representatives**") harmless against any and all third party claims, demands, suits or other forms of liability (any of which are a "**Claim**") (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, the School will reimburse Accel, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. Further, the Parties acknowledge and agree that Accel and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.2 Indemnification of the School. Accel will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Accel, its agents, employees or assigns or noncompliance by Accel with any agreements, covenants, or undertakings of Accel contained in or made pursuant to this Agreement, and any misrepresentation of Accel contained in or made pursuant to this Agreement. In addition, Accel will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A Party seeking indemnification under this ARTICLE IX (the "**Indemnatee**") shall give notice to the indemnifying Party (the "**Indemnitor**") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnatee becomes aware of the same. The Indemnitor, with Indemnatee's consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnatee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnatee may participate in such defense with legal counsel of the Indemnitor's selection and at the expense of the Indemnitor. Indemnitor may not settle any Claim against Indemnitor or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnitor's or Affiliate's name unless Indemnitor or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitor under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitor may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.
- 9.4 Limitations of Liabilities.
- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations.

- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO AMOUNTS DUE UNDER ARTICLE IV AND THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.
 - (c) ECONOMIC DAMAGES. EXCEPT IN CONNECTION WITH INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS, NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND ACCEL'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST ACCEL HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER ACCEL IN BREACH OF THIS AGREEMENT.
- 9.5 Right of Set-Off. Either Party may set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. The School will maintain the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Charter Agreement: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to Accel and Authorizer. Upon Accel's request, the School shall deliver to Accel a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will

comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES

- 11.1 Representations and Warranties of Accel. Accel hereby represents and warrants to the School:
- (a) Accel is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
 - (b) To the best of its knowledge, Accel has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) Accel's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
 - (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACCEL AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, ACCEL AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.
- 11.2 Representations and Warranties of the School. The School hereby represents and warrants to Accel:
- (a) The Charter Agreement (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Educational Program and other activities contemplated by this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Educational Program and other activities contemplated in this Agreement.
 - (b) The School has the authority under applicable laws and regulations to contract with a private entity to perform and provide the Educational Services, Administrative Services, Technology Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.
 - (d) The School is not in breach of the terms of the Charter Agreement.
 - (e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Accel or in the name "ACCEL™" and will make no such claims in the future.

- (f) After the Effective Date the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without conferring with Accel first about possible adjustments to the Budget.
- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XII.
CONFIDENTIALITY AND NON-DISCLOSURE;
STUDENT DATA PRIVACY AND SECURITY**

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "**Disclosing Party**") or received through association with the Disclosing Party (collectively, "**Confidential Information**"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "**Receiving Party**") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only

that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 Student Data Privacy and Security. Accel shall comply with the Idaho Data Accountability Act, Idaho Code Section 33-133 and agrees:
- (a) information regarding student's identity shall be confidential and comply with all federal and state laws;
 - (b) it shall maintain Administrative Security, Physical Security, and Logical Security controls to protect from a Data Breach or Unauthorized Data Disclosure;
 - (c) to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;
 - (d) it shall not use student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising provided, however, Accel may use Aggregated Data and Anonymized Data for such purposes;
 - (e) Contractor agrees to indemnify and hold harmless the School from any liability, including, but not limited to, costs, fines, expenses, and attorney fees to the extent directly resulting from Accel's non-compliance with state and federal law regarding student data privacy and security; and
 - (f) it has an appropriate records retention schedule and/or policy for the destruction of data that is consistent with the School's record retention policy.

“Administrative Security” means policies, procedures, and personnel controls including security policies, training and audits, technical training, supervision, separation of duties, rotation of duties, recruiting and termination procedures, user access control, background checks, performance evaluations, and disaster recovery, contingency, and emergency plans. These measures ensure that authorized users know and understand how to properly use the system in order to maintain security of data. ***“Aggregate Data”*** means numerical or non-numerical information that is (i) collected from multiple sources and/or on multiple measures, variables, or individuals, and (ii) compiled into data summaries or summary reports that do not contain PII. ***“Anonymized”*** means information that has had identifying details removed. ***“Data Breach”*** is the unauthorized acquisition of PII. ***“Logical Security”*** means software safeguards for an organization's systems, including user identification and password access, authenticating, access rights and authority levels. These measures ensure that only authorized users are able to perform actions or access information in a network or a workstation. ***“Personally Identifiable Information (PII)”*** includes: a student's name; the name of a student's family; the student's address; the student's social security number; a student education unique identification number or biometric record; or other indirect identifiers such as a student's date of birth, and place of birth; and other information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances, to identify the student. ***“Physical Security”*** means security measures designed to deny unauthorized access to facilities or equipment. ***“Student Data”*** means data collected at the student level and included in a student's educational records. ***“Unauthorized Data Disclosure”*** is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

- 12.4 Penalties for Accel's Non-Compliance with Student Data Privacy and Security Requirements. Penalties for Accel's failure to comply with student data privacy and security requirements in

this Agreement will be assessed at the discretion of the Board's and may include, but are not limited to:

- (a) Immediate termination of this Agreement;
- (b) A 2-year ban on Accel's ability to contract and provide services to the School; and
- (c) Any other sanction the Board deems proper and appropriate under the circumstances.

12.5 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

- 13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, pandemic, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Idaho, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the Administrative Facility is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.

- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:

Virtual Preparatory Academy of Idaho

Attn: Sonja Howerton, Board President

10448 McKinley St

Nampa, ID 83687

Facsimile:

With a copy to:

Lyndon Nguyen

Nguyen Law, PLLC

455 E Danika Ln

Garden City, ID 83714

Facsimile:

To:

Accel Schools LLC

Attn: Chief Operating Officer

1650 Tysons Boulevard, Suite 600

McLean, VA 22102

And legal@pansophiclearning.com

With a copy to:

Pansophic Learning US LLC

Attn: General Counsel

1650 Tysons Boulevard, Suite 600

McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Accel may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may

without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Accel hereunder to any Affiliate, independent contractors, experts or professional advisors.

- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by both the Board president or other authorized officer of the School and an authorized officer of Accel. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.
- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the “Fees” Section of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” above are reasonable in scope and content and necessary to protect Accel and its business interests. The School understands and agrees that the breach or threatened breach of Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.

- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's president and Accel's Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses described in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
- (e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.

13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Online West LLC

Virtual Preparatory Academy of Idaho

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Recent Management Agreements

MANAGEMENT AGREEMENT

This Management Agreement (the "**Agreement**") is entered into as of the 12th day of March, 2021 ("**Effective Date**") by and between Accel Schools Ohio LLC, a Delaware limited liability company ("**Manager**"), and Niles Preparatory Academy (the "**School**"), a non-profit Ohio corporation and public community school.

RECITALS

Whereas, the School is organized as an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code (as such provision may be amended from time to time) and the School has entered into a School Sponsorship Agreement (the "**Sponsorship Agreement**") with Charter School Specialists (the "**Sponsor**") pursuant to which the School is authorized to operate a public community school under Chapter 3314 of the Ohio Revised Code. The Ohio Revised Code and amendments thereto are hereinafter referred to as the "**Code**";

Whereas, the Manager was established, among other reasons, to manage public schools, and is expected to provide invaluable assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the School; and

Whereas, the School and the Manager (individually, a "**Party**" and collectively, the "**Parties**") desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

ARTICLE I. EDUCATIONAL SERVICES AND ADMINISTRATIVE SERVICES

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational services (the "**Educational Services**"):
 - (i) Curriculum. Implementation of the educational goals and programs set forth in the Sponsorship Agreement (the "**Educational Program**"). In the event Manager determines it is necessary to modify the Educational Program, Manager shall inform the School of the proposed changes and obtain School approval, and if required under the Sponsorship Agreement, approval of the Sponsor.
 - (ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the Head of School ("**HOS**") and the rest of the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
 - (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, curriculum, software and multi-media teaching tools.

- (iv) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extra-curricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
 - (b) Additional Educational Services. Any other services required by the Sponsor and/or the state of Ohio (the "*State*") Department of Education (the "*ODE*") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between Manager and the School. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Sponsorship Agreement, as the same may be amended.
 - (c) Manager will be responsible and accountable to the School for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to Section 1.2(a)(vi) below, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.
- 1.2 Administrative Services.
- (a) During the Term, Manager will provide to the School the following administrative services (the "*Administrative Services*"):
 - (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
 - (iii) Payroll. Management of the School's payroll. Manager will be responsible for all data input.
 - (iv) Transportation and Food Services. Coordination with entities with which the School contracts for the provision of transportation and food services for the students enrolled at the School, management and assessment of the services provided under such contracts, and supervision of employees involved with providing such services, all as required by the School.
 - (v) Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
 - (vi) Budgeting and Financial Reporting.
 - (A) A proposed annual budget will be prepared by Manager (in cooperation with the School's fiscal officer) in a mutually agreeable format by June 1st of the immediately preceding fiscal year and will be subject to the approval of the School which shall not to be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the "*Budget*". There shall be no changes to the Budget except to the extent the Parties agree in writing. The fiscal officer shall be responsible for preparing other financial statements as required by and in compliance with the Sponsorship Agreement, the Code and other applicable

laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the School to perform annual audits of the School's financial statements. The cost for preparation of the financial statements will be the responsibility of the School. The School shall select, with input from Manager upon request, a third party to serve as the designated fiscal officer and may proceed with hiring same. The cost of the audit will be the responsibility of the School, and will be provided for in the Budget.

- (B) The Manager will provide the School with monthly financial forecast and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; assist the fiscal officer with the preparation of monthly financial reporting to the School's board of directors (the "**Board**"); and support for all State reporting requirements. The Manager will prepare a five-year financial plan in conjunction with the fiscal officer.
- (C) On behalf of the School, the fiscal officer is responsible for preparation of (i) such other reports on the finances and operation of the School as requested or required by the ODE, the School or the Sponsor to ensure compliance with the terms of the Sponsorship Agreement; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
- (D) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the School to monitor Manager's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
- (E) On behalf of the School, the fiscal officer will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by the fiscal officer, and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the fiscal officer pertaining to the School will be available to the School, the Sponsor, the Auditor of State, the ODE or the United States Department of Education (the "**USDOE**") and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.
- (F) If School is not able to fully pay the Management Fee and all bills when due, (i) School agrees to work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) School must obtain Manager's written consent prior to incurring new liabilities greater than ten thousand dollars (\$10,000) individually or in the aggregate.

- (vii) School's Right to Audit. The School reserves the right to conduct or to appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School.
- (viii) Maintenance of Student and Other Records.
 - (A) Manager will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Sponsorship Agreement, the Code and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Sponsorship Agreement.
 - (B) Manager will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Sponsorship Agreement, the Code and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Sponsorship Agreement.
 - (C) The financial, educational and student records pertaining to the School are the property of the School, and such records are subject to the applicable provisions of State and federal law. Manager shall help ensure that to the extent requested by the School, all School records shall be physically or electronically available, upon request, at the School.
 - (D) Manager shall provide such other information, including a written report, as reasonably requested by the School.
- (ix) Admissions. Implementation of the School's admission policy in accordance with the Sponsorship Agreement, the Code and applicable laws and regulations.
- (x) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code, the procedures established by the School, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under the Code and other applicable laws and regulations.
- (xi) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Sponsorship Agreement, the Code and other applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Manager's performance of the

- Educational Services and Administrative Services against mutually acceptable criteria, and (C) such other reports reasonably requested by the School.
- (xii) Rules and Procedures. Recommend rules, regulations and procedures applicable to the School and its students and enforce such rules, regulations and procedures adopted by the School that are not in direct conflict with this Agreement, the Sponsorship Agreement, the Code and other applicable laws and regulations.
 - (xiii) Student Recruitment. Recruitment of students subject to agreement on general recruitment and admission policies to the extent budgeted for in the Budget or as otherwise approved by the School. Students shall be selected in compliance with the procedures set forth in the Sponsorship Agreement and State and federal laws.
 - (xiv) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Manager and the School.
 - (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Code, the Sponsorship Agreement, and local, State and federal laws and applicable regulations and policies.
 - (B) Subject to this Agreement, the Sponsorship Agreement, the Code, and other applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with written notice of such modifications.
 - (C) Manager will be responsible and accountable to the School for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(vi) above, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

- 1.3 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable classroom and office space at 45 South Chestnut Avenue, Niles, OH 44446 (the "**Facility**") to perform all services described in this Agreement. Manager will provide instructional, extra-curricular and co-curricular programs at the Facility. Manager may provide other services elsewhere, unless prohibited by the Sponsorship Agreement, the Code and other applicable laws and regulations.
- 1.4 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code, and any other applicable laws and regulations.

ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2021 (the "**Start Date**") and shall continue thereafter through June 30, 2027 (the "**Initial Term**") unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute

- 2.2 Renewal. Upon the conclusion of the Initial Term, and each ten (10) year period thereafter (the “*Renewal Date*”), this Agreement will automatically extend for successive additional periods of ten (10) years or consistent with the length of the new or renewal term from the Sponsor (each such period a “*Renewal Term*”), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “*Term*”.
- 2.3 In the event the Sponsor and/or the Sponsorship Agreement changes, this Agreement shall automatically survive and be performed in accordance with the new Sponsorship Agreement, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Manager is not a division or any part of the School. The School is a separate and distinct corporation authorized under the Code and is not a division or a part of Manager. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School and Manager or to make one the agent or fiduciary of the other. Neither the School nor Manager will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the School nor Manager has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of Manager will be considered an employee of the School by either Party for any purpose whatsoever.
- 3.2 Manager Attendance at Board Meetings. Manager shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.
- 3.3 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same

control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "*Internal Revenue Code*"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.

- 3.4 Other Schools. The School acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.5 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the educational products and management services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager.

ARTICLE IV. CONSIDERATION

4.1 Compensation for Services.

- (a) Management Fee. The School will pay to Manager an annual fee of fifteen percent (15%) of the federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations, exclusive of Free and Reduced Lunch Revenues (the "*Management Fee*"). The Management Fee calculation shall not include charitable contributions, transportation funding, facility funding, or proceeds from fundraisers ("*Non-Qualified Gross Revenue*"), which shall be retained entirely by the School. Such consideration will not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the Parties. If the School has no debt to the Manager and is able to timely pay the Management Fee, the School may, at its sole discretion, agree to pay to the Manager an incentive as a result of the School meeting the Incentive Goals identified in Appendix A attached hereto and in the Sponsorship Agreement.
- (b) Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. Manager's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
- (c) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager of fifteen percent (15%) of the amount received or such other amount due to Manager within five (5) business days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination in accordance with the provisions set forth in 3314.08(K) of the Code or such other applicable provision. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to

appeal. Should the review result in the School owing money to the State, Manager agrees to contribute fifteen percent (15%) or such other amount overpaid to Manager.

- 4.2 Payment of Costs. In addition to the Management Fee described in Section 4.1 above, the School will reimburse Manager for all costs incurred and paid by Manager in providing the Educational Services and Administrative Services, provided such costs are within the limits of the Budget and items are not included in the Furniture and Equipment Lease referenced in Section 4.4 below. Such costs may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease (but not Furniture and Equipment Lease referenced in Section 4.4 below) or Facility lease that the Parties may enter into), Facility maintenance and utility costs, salaries of Manager's employees or subcontractors assigned to the staff of the School, Sponsor fee, costs related to curriculum, instructional materials, textbooks, library books, computers, software, supplies, food service, transportation, special education, psychological services and medical services. Additionally, in consideration of Accel's costs of processing payroll for all employees assigned to work at the School, Accel shall charge the School a fee of \$100.00 per month for each such employee. Except as may be provided in any equipment lease or Facility lease that is the subject of this Section 4.2, in charging for such costs to the School and paying for such costs, Manager will not charge an added fee unless such fee is approved in advance by the School.
- 4.3 New School Startup Line of Credit Loan Agreement and Promissory Note.
- (a) Prior to or simultaneously with executing this Agreement, a school enrolling students for the first time ("New School") shall enter into a startup Line of Credit Loan Agreement and Promissory Note in the form attached hereto as Exhibit A for costs associated with opening a new school or as otherwise approved by lender thereunder.
 - (b) While any amount is outstanding under the Line of Credit Loan Agreement and Promissory Note, New School may not incur expenditures outside of the Budget that are greater than \$10,000 individually or in the aggregate unless lender pre-approves the expenditure in writing.
- 4.4 Furniture and Equipment Rental. School shall enter into a Furniture and Equipment Lease with Manager to rent furniture and equipment for the School and shall pay storage and delivery charges applicable to same. Furniture and equipment purchased with grant or government funds will not be leased and ownership will remain with the School.
- 4.5 Time and Priority of Payments.
- (a) Each installment of the Management Fee will be due and payable by the School upon receipt of invoice.
 - (b) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month and the School will make such payments to Manager upon receipt of invoice.
 - (c) New School shall pay amounts due under the Line of Credit Loan Agreement and Promissory Note as required by the Line of Credit Loan Agreement and Promissory Note.
 - (d) The School will satisfy its payment obligations under this ARTICLE IV to Manager in the following order of priority: (i) payments due and owing under Section 4.2 above for salaries, benefits and associated benefit processing costs of Manager employees and subcontractors assigned to the staff of the School; (ii) payments due and owing under the

Line of Credit Loan Agreement and Promissory Note referenced in Section 4.3 above; (iii) payments due and owing under Section 4.2 above for rent pursuant to Facility lease; (iv) payments due and owing under Section 4.2 above for Sponsor fee; (v) all other payments due and owing under Sections 4.2 and 4.4 above, with the oldest amounts due first; and (vi) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.

4.6 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Management Fees and loans to the School, if any, to pay expenses will accrue interest at the one-month London Interbank Offer Rate ("**LIBOR**"), plus four percent (4%) for the time overdue.
- (b) There will be no limits to what indebtedness or fees owed to Manager may be carried over from year to year unless expressly provided otherwise in this Agreement.

4.7 Limited Guarantee (Expenses). When the School has fewer than 100 full-time students enrolled, Manager will guarantee payment of expenses referenced in Section 4.2 above provided, however, while the guarantee is in effect (a) the Board shall not spend any money without Manager's prior written approval, and (b) reimbursement of such expenses shall take priority over all expenses other than teacher salary and benefits. The Parties acknowledge that under such circumstances the Board, with guidance from the Board's legal counsel and School fiscal officer, will engage in good faith discussions with the Manager to identify areas of cost savings and take reasonable action to maintain long-term viability of the School. If the Board violates the foregoing restriction and cannot unwind the violation, Manager may contact the School's sponsor to seek removal of the Board.

4.8 Additional Limited Guarantee (Rent). If School experiences a shortfall in rent due under section 3(b) of the lease between School and GSP Chestnut Street LLC (the "Lease"), Manager, in its sole discretion, reduce Management Fees due under section 4.1(a) above in amount equal to some or all of the shortfall in rent due under the Lease.

ARTICLE V. SUPPLEMENTAL PROGRAMS

5.1 Supplemental Programs. In addition to the Educational Services and Administrative Services provided by Manager to the School, Manager may, subject to School approval (which approval shall not be unreasonably withheld), provide additional services, which may benefit the School by increasing its exposure in the community, including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, and latch-key programs to students and non-students of the School (the "**Supplemental Programs**"), provided that nothing herein shall require Manager to provide any such Supplemental Programs. Manager may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Manager will be responsible for the full cost of providing such Supplemental Programs. The School will permit Manager to operate such Supplemental Programs at the Facility without charge to Manager.

- 5.2 Subject to and in accordance with provisions in ARTICLE IX below, Manager will indemnify, defend and save and hold the School and all of its Representatives (as defined below) harmless against any and all third party claims, demands, suits or other forms of liability (any of which are a “*Claim*”) (including reasonable attorney’s fees and costs) that directly arise out of any Supplemental Program. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any such third party Claim. This indemnification provision shall survive the termination or expiration of the Agreement.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Sponsorship Agreement, the Code and other applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Code or the Sponsorship Agreement, the HOS, teachers and support staff recommended by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required under the Code and other applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the School its performance reviews and assessment of the HOS.
- (c) School shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager without advance consultation with and written approval from Manager.

- 6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with the Code and other applicable laws and regulations, to select, supervise and terminate the HOS and to hold him or her accountable for the success of the School.

- 6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services, Administrative Services and Supplementary Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required under the Code and other applicable laws and regulations, hold a valid teaching certificate issued by the ODE. Further, to the extent required under the Code and other applicable laws and regulations, such teachers shall have undergone a

criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all teaching staff related actions and decisions on a regular basis.

- 6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services and Supplementary Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. Such support staff may work at the School on a full or part time basis.
- 6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.
- 6.6 Non-Solicitation/Non-Hiring.
- (a) During the Term and one (1) year thereafter, each Party may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. "*Affiliate*" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
 - (b) Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party of such consultant, employee, former consultant or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period of time in this Section will be extended by the amount of time that a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement. The School acknowledges and agrees that no advances or past uncollected fees shall be issued by Manager to cover any penalty, damages or other relief owed by the School upon a violation of this provision.
 - (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using a Party's and Affiliate's employee, former employee, consultant or former consultant provided for in this Section 6.6.

**ARTICLE VII.
TERMINATION OF AGREEMENT**

7.1 Termination By Manager.

- (a) Manager may terminate this Agreement effective at the end of the then-current school year if the School fails to make any payment of money due to the Manager within five (5) days of written notice from Manager to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.
- (b) Manager may terminate this Agreement in the event that the School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Sponsorship Agreement, and the default remains uncured for thirty (30) days after the School receives written notice from the Manager or Sponsor, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the School's default creates an imminent danger to the life of students, parents or others, the default must be cured immediately upon notice from the Manager, and Manager may terminate the Agreement effective immediately if not so cured.
- (c) Manager may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Manager.
- (d) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to increase materially the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
- (e) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School undergoes adverse change that makes the School financially unviable.
- (f) Manager may terminate this Agreement effective immediately upon written notice to the School if, in Manager's sole opinion, the Board makes a financial decision that is detrimental to the School.

- 7.2 Termination by the School.** The School may terminate this Agreement in the event that Manager fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the School. Termination by the School will not relieve the School of any obligations to pay Management Fees and costs, whether accrued, pending or

outstanding, to Manager as of the effective date of the termination, nor will it relieve Manager for liability for financial damages suffered by the School as a consequence of Manager's breach (or of the School's termination as a result thereof) of this Agreement.

- 7.3 Termination of the Sponsorship Agreement. This Agreement will terminate upon the School's ceasing to be a party to a valid and binding sponsorship agreement, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent sponsorship agreement, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations to pay Management Fees and costs, whether accrued, pending or outstanding, to Manager as of the effective date of termination.
- 7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether or not such change is effective on the date of such enactment or thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students. Manager may terminate this Agreement effective immediately upon written notice to School in the event Manager undergoes or is required to undergo a change that makes Manager, as determined in its sole judgment, financially unviable.
- 7.5 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and any personal property purchased by Manager with the funds provided to Manager by the School pursuant to Section 4.2 above will be the personal property of the School provided that the School has fulfilled all repayment obligations in any startup Line of Credit Loan Agreement and Promissory Note between the Parties. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.
- 7.6 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President of the School shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at the School.

Manager shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall comply with Section 3314.44 of the Code and instead transmit the educational records of each student to said student's school district of residence.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Ownership. The School acknowledges that Manager owns or has a license to use the intellectual property rights and interests in the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term ("*Protected Materials*") and to the name "ACCEL™" (such name being a trademark of Manager). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the School facilities, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. The Manager developed and owns, or has a license to use, proprietary rights to the Protected Materials. The Manager hereby grants the School a limited revocable license to use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Manager. To the extent permitted by Ohio law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, "*Representatives*") harmless against any and all third party Claims (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, the School will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. Further, the Parties acknowledge and agree that Manager and its Affiliates shall have no

liability or responsibility for activities of the School that occurred prior to the Start Date, including, but not limited to, management of the School by any third parties. This indemnification obligation shall survive the termination or expiration of this Agreement.

- 9.2 Indemnification of the School. Manager will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Manager, its agents, employees or assigns or noncompliance by Manager with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, and any misrepresentation of the Manager contained in or made pursuant to this Agreement. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A Party seeking indemnification under this ARTICLE IX (the "*Indemnitee*") shall give notice to the indemnifying Party (the "*Indemnitor*") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.
- 9.4 Limitations of Liabilities.
- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the School will waive the defense of governmental immunity in any dispute between the Parties.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER

PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.

- (c) ECONOMIC DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. The School will maintain the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Sponsorship Agreement: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Sponsor. Upon Manager's request, the School shall deliver to the Manager a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.

- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES

- 11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:
- (a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
 - (b) To the best of its knowledge, Manager has the authority under the Code and other applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
 - (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.
- 11.2 Representations and Warranties of the School. The School hereby represents and warrants to Manager:
- (a) The Sponsorship Agreement (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.
 - (b) The School has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and

- approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.
- (d) The School is not in breach of the terms of the Sponsorship Agreement.
 - (e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Manager or in the name "ACCEL™" and will make no such claims in the future.
 - (f) After the Effective Date the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.
- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "*Disclosing Party*") or received through association with the Disclosing Party (collectively, "*Confidential Information*"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "*Receiving Party*") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms

at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

- 13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Ohio, without regard to conflict of law principles, will govern this Agreement, its construction,

and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.

- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:

Niles Preparatory Academy
Attn: Board President
45 South Chestnut Avenue
Niles, OH 44446
Facsimile:

With a copy to:

Jamie Callender
Callender Law Group
100 E. Broad Street, Suite 690
Columbus, OH 43215
Facsimile:

To:

Accel Schools LLC

Attn: Chief Operating Officer
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

And legal@pansophiclearning.com

With a copy to:
Pansophic Learning US LLC
Attn: General Counsel
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by both the Board President or other authorized officer of the School and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.

- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the "Fees" Section of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" above are reasonable in scope and content and necessary to protect the Manager and its business interests. The School understands and agrees that the breach or threatened breach of Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's president and Manager's Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
- (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses described in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be

brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.

- (e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.


- 13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Schools Ohio LLC

Niles Preparatory Academy

By: Mana Szalay
Name: Maria Szalay
Title: COO

By: 
By: Tyler B. Williams (Feb 25, 2021 16:19 EST)
Name: Tyler Williams
Title: Board Chairman

APPENDIX A

INCENTIVE GOALS

An additional one and one-half percent (1.5%) Management Fee annual bonus for a Performance Index score of ten (10) points above similar schools and/or a grade of "A" or "B" on value added score issued by the state of Ohio.

MANAGEMENT AGREEMENT

This Management Agreement (the “**Agreement**”) is entered into as of the 16th day of April, 2021 (“**Effective Date**”) by and between Accel Schools Cleveland FB LLC, a Delaware limited liability company (“**Manager**”), and Western Toledo Preparatory Academy (the “**School**”), a non-profit Ohio corporation and public community school.

RECITALS

Whereas, the School is organized as an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code (as such provision may be amended from time to time) and the School has entered into a School Sponsorship Agreement (the “**Sponsorship Agreement**”) with Ohio Council of Charter Schools (the “**Sponsor**”) pursuant to which the School is authorized to operate a public community school under Chapter 3314 of the Ohio Revised Code. The Ohio Revised Code and amendments thereto are hereinafter referred to as the “**Code**”;

Whereas, the Manager was established, among other reasons, to manage public schools, and is expected to provide invaluable assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the School; and

Whereas, the School and the Manager (individually, a “**Party**” and collectively, the “**Parties**”) desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

ARTICLE I. EDUCATIONAL SERVICES AND ADMINISTRATIVE SERVICES

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational services (the “**Educational Services**”):
 - (i) Curriculum. Implementation of the educational goals and programs set forth in the Sponsorship Agreement (the “**Educational Program**”). In the event Manager determines it is necessary to modify the Educational Program, Manager shall inform the School of the proposed changes and obtain School approval, and if required under the Sponsorship Agreement, approval of the Sponsor.
 - (ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the Head of School (“**HOS**”) and the rest of the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
 - (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, curriculum, software and multi-media teaching tools.

- (iv) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extra-curricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Additional Educational Services. Any other services required by the Sponsor and/or the state of Ohio (the “*State*”) Department of Education (the “*ODE*”) and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between Manager and the School. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Sponsorship Agreement, as the same may be amended.
- (c) Manager will be responsible and accountable to the School for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to Section 1.2(a)(vi) below, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.

1.2 Administrative Services.

- (a) During the Term, Manager will provide to the School the following administrative services (the “*Administrative Services*”):
 - (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
 - (iii) Payroll. Management of the School's payroll. Manager will be responsible for all data input.
 - (iv) Transportation and Food Services. Coordination with entities with which the School contracts for the provision of transportation and food services for the students enrolled at the School, management and assessment of the services provided under such contracts, and supervision of employees involved with providing such services, all as required by the School.
 - (v) Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
 - (vi) Budgeting and Financial Reporting.
 - (A) A proposed annual budget will be prepared by Manager (in cooperation with the School's fiscal officer) in a mutually agreeable format by June 1st of the immediately preceding fiscal year and will be subject to the approval of the School which shall not to be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the “*Budget*”. There shall be no changes to the Budget except to the extent the Parties agree in writing. The fiscal officer shall be responsible for preparing other financial statements as required by and in compliance with the Sponsorship Agreement, the Code and other applicable

laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the School to perform annual audits of the School's financial statements. The cost for preparation of the financial statements will be the responsibility of the School. The School shall select, with input from Manager upon request, a third party to serve as the designated fiscal officer and may proceed with hiring same. The cost of the audit will be the responsibility of the School, and will be provided for in the Budget.

- (B) The Manager will provide the School with monthly financial forecast and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; assist the fiscal officer with the preparation of monthly financial reporting to the School's board of directors (the "**Board**"); and support for all State reporting requirements. The Manager will prepare a five-year financial plan in conjunction with the fiscal officer.
- (C) On behalf of the School, the fiscal officer is responsible for preparation of (i) such other reports on the finances and operation of the School as requested or required by the ODE, the School or the Sponsor to ensure compliance with the terms of the Sponsorship Agreement; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
- (D) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the School to monitor Manager's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
- (E) On behalf of the School, the fiscal officer will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by the fiscal officer, and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the fiscal officer pertaining to the School will be available to the School, the Sponsor, the Auditor of State, the ODE or the United States Department of Education (the "**USDOE**") and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.
- (F) If School is not able to fully pay the Management Fee and all bills when due, (i) School agrees to work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) School must obtain Manager's written consent prior to incurring new liabilities greater than ten thousand dollars (\$10,000) individually or in the aggregate.

- (vii) School's Right to Audit. The School reserves the right to conduct or to appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School.
- (viii) Maintenance of Student and Other Records.
 - (A) Manager will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Sponsorship Agreement, the Code and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Sponsorship Agreement.
 - (B) Manager will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Sponsorship Agreement, the Code and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Sponsorship Agreement.
 - (C) The financial, educational and student records pertaining to the School are the property of the School, and such records are subject to the applicable provisions of State and federal law. Manager shall help ensure that to the extent requested by the School, all School records shall be physically or electronically available, upon request, at the School.
 - (D) Manager shall provide such other information, including a written report, as reasonably requested by the School.
- (ix) Admissions. Implementation of the School's admission policy in accordance with the Sponsorship Agreement, the Code and applicable laws and regulations.
- (x) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code, the procedures established by the School, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under the Code and other applicable laws and regulations.
- (xi) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Sponsorship Agreement, the Code and other applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Manager's performance of the

Educational Services and Administrative Services against mutually acceptable criteria, and (C) such other reports reasonably requested by the School.

- (xii) Rules and Procedures. Recommend rules, regulations and procedures applicable to the School and its students and enforce such rules, regulations and procedures adopted by the School that are not in direct conflict with this Agreement, the Sponsorship Agreement, the Code and other applicable laws and regulations.
- (xiii) Student Recruitment. Recruitment of students subject to agreement on general recruitment and admission policies to the extent budgeted for in the Budget or as otherwise approved by the School. Students shall be selected in compliance with the procedures set forth in the Sponsorship Agreement and State and federal laws.
- (xiv) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Manager and the School.
 - (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Code, the Sponsorship Agreement, and local, State and federal laws and applicable regulations and policies.
 - (B) Subject to this Agreement, the Sponsorship Agreement, the Code, and other applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with written notice of such modifications.
 - (C) Manager will be responsible and accountable to the School for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(vi) above, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

- 1.3 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable classroom and office space at 6145 Hill Avenue, Toledo, OH 43615 (the “**Facility**”) to perform all services described in this Agreement. Manager will provide instructional, extra-curricular and co-curricular programs at the Facility. Manager may provide other services elsewhere, unless prohibited by the Sponsorship Agreement, the Code and other applicable laws and regulations.
- 1.4 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code, and any other applicable laws and regulations.

ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2021 (the “**Start Date**”) and shall continue thereafter through June 30, 2026 (the “**Initial Term**”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute

- 2.2 Renewal. Upon the conclusion of the Initial Term, and each ten (10) year period thereafter (the “**Renewal Date**”), this Agreement will automatically extend for successive additional periods of ten (10) years or consistent with the length of the new or renewal term from the Sponsor (each such period a “**Renewal Term**”), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “**Term**”.
- 2.3 In the event the Sponsor and/or the Sponsorship Agreement changes, this Agreement shall automatically survive and be performed in accordance with the new Sponsorship Agreement, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Manager is not a division or any part of the School. The School is a separate and distinct corporation authorized under the Code and is not a division or a part of Manager. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School and Manager or to make one the agent or fiduciary of the other. Neither the School nor Manager will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the School nor Manager has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of Manager will be considered an employee of the School by either Party for any purpose whatsoever.
- 3.2 Manager Attendance at Board Meetings. Manager shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.
- 3.3 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same

control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the “***Internal Revenue Code***”), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.

- 3.4 Other Schools. The School acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.5 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the educational products and management services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services.
- (a) Management Fee. The School will pay to Manager an annual fee of fifteen percent (15%) of the federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations, exclusive of Free and Reduced Lunch Revenues (the “***Management Fee***”). The Management Fee calculation shall not include charitable contributions, transportation funding, facility funding, or proceeds from fundraisers (“***Non-Qualified Gross Revenue***”), which shall be retained entirely by the School. Such consideration will not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the Parties. If the School has no debt to the Manager and is able to timely pay the Management Fee, the School may, at its sole discretion, agree to pay to the Manager an incentive as a result of the School meeting the Incentive Goals identified in Appendix A attached hereto and in the Sponsorship Agreement.
 - (b) Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. Manager's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
 - (c) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager of fifteen percent (15%) of the amount received or such other amount due to Manager within five (5) business days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination in accordance with the provisions set forth in 3314.08(K) of the Code or such other applicable provision. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to

appeal. Should the review result in the School owing money to the State, Manager agrees to contribute fifteen percent (15%) or such other amount overpaid to Manager.

- 4.2 Payment of Costs. In addition to the Management Fee described in Section 4.1 above, the School will reimburse Manager for all costs incurred and paid by Manager in providing the Educational Services and Administrative Services, provided such costs are within the limits of the Budget and items are not included in the Furniture and Equipment Lease referenced in Section 4.4 below. Such costs may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease (but not Furniture and Equipment Lease referenced in Section 4.4 below) or Facility lease that the Parties may enter into), Facility maintenance and utility costs, salaries of Manager's employees or subcontractors assigned to the staff of the School, Sponsor fee, costs related to curriculum, instructional materials, textbooks, library books, computers, software, supplies, food service, transportation, special education, psychological services and medical services. Additionally, in consideration of Accel's costs of processing payroll for all employees assigned to work at the School, Accel shall charge the School a fee of \$100.00 per month for each such employee. Except as may be provided in any equipment lease or Facility lease that is the subject of this Section 4.2, in charging for such costs to the School and paying for such costs, Manager will not charge an added fee unless such fee is approved in advance by the School.
- 4.3 New School Startup Line of Credit Loan Agreement and Promissory Note.
- (a) Prior to or simultaneously with executing this Agreement, a school enrolling students for the first time ("New School") shall enter into a startup Line of Credit Loan Agreement and Promissory Note in the form attached hereto as Exhibit A for costs associated with opening a new school or as otherwise approved by lender thereunder.
 - (b) While any amount is outstanding under the Line of Credit Loan Agreement and Promissory Note, New School may not incur expenditures outside of the Budget that are greater than \$10,000 individually or in the aggregate unless lender pre-approves the expenditure in writing.
- 4.4 Furniture and Equipment Rental. School shall enter into a Furniture and Equipment Lease with Manager to rent furniture and equipment for the School and shall pay storage and delivery charges applicable to same. Furniture and equipment purchased with grant or government funds will not be leased and ownership will remain with the School.
- 4.5 Time and Priority of Payments.
- (a) Each installment of the Management Fee will be due and payable by the School upon receipt of invoice.
 - (b) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month and the School will make such payments to Manager upon receipt of invoice.
 - (c) New School shall pay amounts due under the Line of Credit Loan Agreement and Promissory Note as required by the Line of Credit Loan Agreement and Promissory Note.
 - (d) The School will satisfy its payment obligations under this ARTICLE IV to Manager in the following order of priority: (i) payments due and owing under Section 4.2 above for salaries, benefits and associated benefit processing costs of Manager employees and subcontractors assigned to the staff of the School; (ii) payments due and owing under the

Line of Credit Loan Agreement and Promissory Note referenced in Section 4.3 above; (iii) payments due and owing under Section 4.2 above for rent pursuant to Facility lease; (iv) payments due and owing under Section 4.2 above for Sponsor fee; (v) all other payments due and owing under Sections 4.2 and 4.4 above, with the oldest amounts due first; and (vi) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.

4.6 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Management Fees and loans to the School, if any, to pay expenses will accrue interest at the one-month London Interbank Offer Rate (“**LIBOR**”), plus four percent (4%) for the time overdue.
- (b) There will be no limits to what indebtedness or fees owed to Manager may be carried over from year to year unless expressly provided otherwise in this Agreement.

4.7 Limited Guarantee (Expenses). When the School has fewer than 100 full-time students enrolled, Manager will guarantee payment of expenses referenced in Section 4.2 above provided, however, while the guarantee is in effect (a) the Board shall not spend any money without Manager’s prior written approval, and (b) reimbursement of such expenses shall take priority over all expenses other than teacher salary and benefits. The Parties acknowledge that under such circumstances the Board, with guidance from the Board’s legal counsel and School fiscal officer, will engage in good faith discussions with the Manager to identify areas of cost savings and take reasonable action to maintain long-term viability of the School. If the Board violates the foregoing restriction and cannot unwind the violation, Manager may contact the School’s sponsor to seek removal of the Board.

4.8 Additional Limited Guarantee (Rent). If School experiences a shortfall in rent due under section 3(b) of the lease between School and Global School Properties Ohio LLC (the “Lease”), Manager, in its sole discretion, reduce Management Fees due under section 4.1(a) above in amount equal to some or all of the shortfall in rent due under the Lease.

ARTICLE V. SUPPLEMENTAL PROGRAMS

5.1 Supplemental Programs. In addition to the Educational Services and Administrative Services provided by Manager to the School, Manager may, subject to School approval (which approval shall not be unreasonably withheld), provide additional services, which may benefit the School by increasing its exposure in the community, including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, and latch-key programs to students and non-students of the School (the “**Supplemental Programs**”), provided that nothing herein shall require Manager to provide any such Supplemental Programs. Manager may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Manager will be responsible for the full cost of providing such Supplemental Programs. The School will permit Manager to operate such Supplemental Programs at the Facility without charge to Manager.

- 5.2 Subject to and in accordance with provisions in ARTICLE IX below, Manager will indemnify, defend and save and hold the School and all of its Representatives (as defined below) harmless against any and all third party claims, demands, suits or other forms of liability (any of which are a “***Claim***”) (including reasonable attorney’s fees and costs) that directly arise out of any Supplemental Program. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any such third party Claim. This indemnification provision shall survive the termination or expiration of the Agreement.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Sponsorship Agreement, the Code and other applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Code or the Sponsorship Agreement, the HOS, teachers and support staff recommended by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required under the Code and other applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the School its performance reviews and assessment of the HOS.
- (c) School shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager without advance consultation with and written approval from Manager.

- 6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with the Code and other applicable laws and regulations, to select, supervise and terminate the HOS and to hold him or her accountable for the success of the School.

- 6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services, Administrative Services and Supplementary Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required under the Code and other applicable laws and regulations, hold a valid teaching certificate issued by the ODE. Further, to the extent required under the Code and other applicable laws and regulations, such teachers shall have undergone a

criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all teaching staff related actions and decisions on a regular basis.

- 6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services and Supplementary Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. Such support staff may work at the School on a full or part time basis.
- 6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.
- 6.6 Non-Solicitation/Non-Hiring.
- (a) During the Term and one (1) year thereafter, each Party may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. “*Affiliate*” means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
 - (b) Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party of such consultant, employee, former consultant or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee’s compensation during their first year with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period of time in this Section will be extended by the amount of time that a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement. The School acknowledges and agrees that no advances or past uncollected fees shall be issued by Manager to cover any penalty, damages or other relief owed by the School upon a violation of this provision.
 - (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using a Party’s and Affiliate’s employee, former employee, consultant or former consultant provided for in this Section 6.6.

ARTICLE VII. TERMINATION OF AGREEMENT

7.1 Termination By Manager.

- (a) Manager may terminate this Agreement effective at the end of the then-current school year if the School fails to make any payment of money due to the Manager within five (5) days of written notice from Manager to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.
- (b) Manager may terminate this Agreement in the event that the School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Sponsorship Agreement, and the default remains uncured for thirty (30) days after the School receives written notice from the Manager or Sponsor, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the School's default creates an imminent danger to the life of students, parents or others, the default must be cured immediately upon notice from the Manager, and Manager may terminate the Agreement effective immediately if not so cured.
- (c) Manager may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Manager.
- (d) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to increase materially the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
- (e) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School undergoes adverse change that makes the School financially unviable.
- (f) Manager may terminate this Agreement effective immediately upon written notice to the School if, in Manager's sole opinion, the Board makes a financial decision that is detrimental to the School.

- 7.2 Termination by the School. The School may terminate this Agreement in the event that Manager fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the School. Termination by the School will not relieve the School of any obligations to pay Management Fees and costs, whether accrued, pending or

outstanding, to Manager as of the effective date of the termination, nor will it relieve Manager for liability for financial damages suffered by the School as a consequence of Manager's breach (or of the School's termination as a result thereof) of this Agreement.

- 7.3 Termination of the Sponsorship Agreement. This Agreement will terminate upon the School's ceasing to be a party to a valid and binding sponsorship agreement, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent sponsorship agreement, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations to pay Management Fees and costs, whether accrued, pending or outstanding, to Manager as of the effective date of termination.
- 7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether or not such change is effective on the date of such enactment or thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students. Manager may terminate this Agreement effective immediately upon written notice to School in the event Manager undergoes or is required to undergo a change that makes Manager, as determined in its sole judgment, financially unviable.
- 7.5 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and any personal property purchased by Manager with the funds provided to Manager by the School pursuant to Section 4.2 above will be the personal property of the School provided that the School has fulfilled all repayment obligations in any startup Line of Credit Loan Agreement and Promissory Note between the Parties. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.
- 7.6 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President of the School shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at the School.

Manager shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall comply with Section 3314.44 of the Code and instead transmit the educational records of each student to said student's school district of residence.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Ownership. The School acknowledges that Manager owns or has a license to use the intellectual property rights and interests in the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term (“***Protected Materials***”) and to the name “ACCEL™” (such name being a trademark of Manager). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the School facilities, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. The Manager developed and owns, or has a license to use, proprietary rights to the Protected Materials. The Manager hereby grants the School a limited revocable license to use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Manager. To the extent permitted by Ohio law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, “***Representatives***”) harmless against any and all third party Claims (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, the School will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. Further, the Parties acknowledge and agree that Manager and its Affiliates shall have no

liability or responsibility for activities of the School that occurred prior to the Start Date, including, but not limited to, management of the School by any third parties. This indemnification obligation shall survive the termination or expiration of this Agreement.

- 9.2 Indemnification of the School. Manager will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Manager, its agents, employees or assigns or noncompliance by Manager with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, and any misrepresentation of the Manager contained in or made pursuant to this Agreement. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A Party seeking indemnification under this ARTICLE IX (the "**Indemnatee**") shall give notice to the indemnifying Party (the "**Indemnitor**") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnatee becomes aware of the same. The Indemnitor, with Indemnatee consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnatee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnatee may participate in such defense with legal counsel of the Indemnitor's selection and at the expense of the Indemnitor. Indemnitor may not settle any Claim against Indemnatee or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnatee's or Affiliate's name unless Indemnatee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnatee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnatee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.
- 9.4 Limitations of Liabilities.
- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the School will waive the defense of governmental immunity in any dispute between the Parties.
 - (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER

PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.

- (c) ECONOMIC DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.
- 9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. The School will maintain the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Sponsorship Agreement: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Sponsor. Upon Manager's request, the School shall deliver to the Manager a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.

- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES

- 11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:
- (a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
 - (b) To the best of its knowledge, Manager has the authority under the Code and other applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
 - (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.
- 11.2 Representations and Warranties of the School. The School hereby represents and warrants to Manager:
- (a) The Sponsorship Agreement (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.
 - (b) The School has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and

approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.

- (d) The School is not in breach of the terms of the Sponsorship Agreement.
- (e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Manager or in the name "ACCEL™" and will make no such claims in the future.
- (f) After the Effective Date the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.

- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "**Disclosing Party**") or received through association with the Disclosing Party (collectively, "**Confidential Information**"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "**Receiving Party**") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.

- 12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms

at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

- 13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Ohio, without regard to conflict of law principles, will govern this Agreement, its construction,

and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.

- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:

Western Toledo Preparatory Academy
Attn: Board President
6145 Hill Avenue
Toledo, OH 43615
Facsimile:

With a copy to:

Jamie Callender
Callender Law Group
100 E. Broad Street, Suite 690
Columbus, OH 43215
Facsimile:

To:

Accel Schools LLC

Attn: Chief Operating Officer
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

And legal@pansophiclearning.com

With a copy to:

Pansophic Learning US LLC
Attn: General Counsel
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by both the Board President or other authorized officer of the School and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.

- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the “Fees” Section of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” above are reasonable in scope and content and necessary to protect the Manager and its business interests. The School understands and agrees that the breach or threatened breach of Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
 - (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board’s president and Manager’s Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
 - (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.
 - (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses described in the “Limitations of Liability” Section and each Party expressly waives and foregoes any right to the damages or losses.
 - (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be

brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.


- (e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.


- 13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Schools Cleveland FB LLC

Western Toledo Preparatory Academy

DocuSigned by:

 By: 2CC4B9E0E900481
 Name: Ron Packard
 Title: CEO and founder

By: 
 Name: Charles Allen
 Title: Board Chairman

APPENDIX A

INCENTIVE GOALS

An additional one and one-half percent (1.5%) Management Fee annual bonus for a Performance Index score of ten (10) points above similar schools and/or a grade of “A” or “B” on value added score issued by the state of Ohio.

Appendix F

Supporting Documentation

Board Training Materials

Primary Roles of a Public Charter School Governing Board

Stewardship

- Act as a steward of the school’s mission, vision, and core values
- Engage in stewardship through strategic planning and establishing school culture

School Leadership

- Hire effective school leadership
- Provide a quality coaching and evaluation process for administration by establishing policy to guide the day-to-day work of administration
- Hold school leaders accountable to their management duties

Governance

- Engage in strong governance practices
- Comply with Open Meetings Law and adopt procedures such as Robert’s Rules of Order

Oversight

- Provide appropriate oversight regarding academic performance, operational compliance, and financial solvency of the school
- Monitor relevant data regularly to inform decisions, strategic plans, and leadership management

Governance Resources

Document/Link	Description
Developing Ethical Standards	This document outlines requirements and provides guidance for developing ethical standards.
Conflict of Interest Survey	This document can help facilitate conversation about real or potential conflicts of interest board members may have. Consider incorporating it into new board member orientation process or as an annual review for existing board members.
Standards for Effective Principals	Public charter school boards are required to use a particular model to evaluate school administrators each year. This document outlines the core standards of that evaluation model. Additional resources to support administrator evaluation process can be found on the SDE’s website.
Idaho Open Meetings Law Manual	This summary of open meetings law is published by the Idaho Office of the Attorney General.

[Roberts Rules of Order Summary](#)

Robert's Rules of Order provide the most common form of parliamentary procedure used in the United States. Charter school governing boards typically adopt these practices, to varying degrees, to ensure fair and orderly proceedings at board meetings. First published in 1876 by Henry Martyn Robert, the full text includes more than 500 pages of explanations. This summary is a good starting place.

[Highly Effective Boards](#)

This document provides guidance regarding what work belongs at a full-board level and what should be delegated to committees or administration. It provides an outline of the most common charter school board committees and describes the scope of work for which each committee is generally responsible.

[Sample Meeting Minutes](#)

Looking for a sample format for meeting minutes? This document provides a template for the most important information to include.

[Board Guidebook – Self Reflection](#)

This document provides resources to help school boards reflect on successes and challenges.

[Board Guidebook – Recruitment and Retention](#)

This document provides resources and exercises to support strong recruitment and retention practices from a governance perspective.

[Board Guidebook – Strategic Planning](#)

This document provides resources to help school boards begin or expand a strategic planning process.

[Board Guidebook – School Safety](#)

This document provides resources for governing boards regarding the oversight of school safety.

[Board Guidebook – Authorizer Relationships](#)

This document explores the relationship between authorizers and charter schools in Idaho. It can help board members better understand the PCSC's role and how it differs from that of the school's board.

[Board Guidebook – Summer Engagement](#)

This document provides ideas for independent reading to help board members keep learning all year.

[Board Guidebook – Back to Basics](#)

This document offers resources and exercises to use as new board member orientation or as annual review for experienced board members.

GOVERNANCE BEST PRACTICES

FOR HIGHLY EFFECTIVE CHARTER SCHOOL BOARDS



CharterBoardPartners

great boards for great schools

Exceptional Governance: A Board's Responsibility

If you've seen a charter school that was clearly advancing on its mission and increasing academic achievement, you can be certain that a high performing board is hard at work in partnership with the school leader. If you've seen a charter school failing to achieve its goals, however, chances are an underperforming board is behind the scenes. Time and again, there is an irrefutable connection between the effectiveness of the board of directors and the success of the school.

By law, charter school boards are held accountable by the authorizer, the state, the federal government, and the public to ensure that the school is operating in accordance with its original purpose and doing so in a responsible manner. Legally, the buck stops with the board, and, therefore, ensuring board competency is not just the right thing to do, it's a legal responsibility.

But a board's legal and fiduciary responsibilities are just the beginning. A charter school board cannot be truly effective and meet all Charter Board Partners' standards unless it has also focused on exemplary governance practices. These practices, when combined, create a core foundation and synergy that allow the board to advance on mission and ensure high student achievement.

A high performing charter school board focuses on student achievement, acts strategically, recruits an exceptional school leader, raises and uses resources wisely, and fulfills all compliance expectations, but it only **manages** two things: the school leader, and itself. Charter school boards must manage themselves by investing in proven governance best practices regarding board composition, committee structure, meetings, and dynamics.

Life Cycles of Charter School Boards

Just like human beings, every charter school and respective board of trustees has a developmental life cycle, beginning with its founding and growing into maturity. The role of the board and its capacities will change throughout a school's life cycle. Not every school evolves through its life cycle in the same way or at the same pace; but if a school stagnates in any one phase, it can be detrimental to the students and their achievement. The key here is to acknowledge where a Board is in its lifecycle and work towards continuous improvement, setting a high bar for effectiveness.

Also, boards must be aware of the timeline associated with their current charter term. For example, in Washington, D.C. charters must be renewed every 15 years but there's a formal, important DC Public Charter School review every five years. These critical benchmarks in a charter school's life cycle serve as drivers as well as opportunities for board reflection on progress and mission advancement.

Phases of Board Education

Following are the phases of development that boards typically encounter, and although we offer timeframes often associated with each phase, it's important to note that each school evolves at a unique pace.

PHASE I: STARTUP

Board Characteristics:

- ▶ When most charter schools are started, a founder and small group of passionate, handpicked supporters are driven by a vision of educational excellence, academic achievement and bringing a lifetime of opportunity to the kids in a community. A founding group actively engages in the initial

This is a particularly exciting time for boards since they have the chance to establish effective governance practices (systems, structures, and policies) from day one. If done well, the long-term effect is that boards can move toward excellence much quicker.

planning and formation of the school, including applying for its charter, filing for incorporation, applying for its 501(c)(3) status, and planning for the creation of a board of directors.

- ▶ Once the charter is approved, many members of the founding group will become members of the school's Board of Trustees, along with new recruits. At this early point, the board, in effect, is a hands-on, *working board* that both governs and assists with operations since minimal staff is in place. With the mission and vision in the forefront, the board will be asked to do anything and everything to help get the school off the ground, from seeking facilities to house the school to developing programs to raising money.

PHASE II – TRANSITION / ADOLESCENCE

Board Characteristics:

- ▶ As the school starts to grow, so does the board. More systems are put into place, both operationally and governance-wise, including school leader performance evaluation, job descriptions for board members, and a committee structure.
- ▶ At this point, the board may still be involved in operations to some degree because the staff is still lean, but it begins to transition to a governing board.
- ▶ More emphasis and time are spent on planning, strategy, and building a stronger infrastructure.
- ▶ The board often grows in size as well as in diversity during this phase, moving beyond the original founders and board members of the school.
 - ◆ The founders still have a significant voice, but the board begins to position itself more in a collective decision-making framework, often causing some level of friction with the founders.

It is not uncommon for this phase to become a turbulent time where the school leader and board members wrestle with increased diversity of thought and changing roles, authorities, and decision-making systems.

PHASE III – HIGHLY EFFECTIVE BOARD

Board Characteristics:

- ▶ A charter school board becomes highly effective once it has effectively addressed the challenging issues that arise during the transition phase.
- ▶ A highly effective board has sound governance practices in place that allow it to work efficiently and focus on that which matters most.
- ▶ It has a high level of confidence and trust in the school leader and seeks a variety of ways to get information from multiple sources.
- ▶ This board understands the value of recruiting a strategically composed and diverse board.
- ▶ It has a strong, functioning committee and task force structure in place to advance the work of the board.
- ▶ It adopts performance evaluation systems at all levels of the institution.
- ▶ The highly functional board is no longer involved in the operations of the school and has created systems to allow it to effectively provide appropriate oversight.
 - ◆ It spends most of its time on strategic issues, building the school's reputation, and fundraising.
- ▶ It takes time to reflect, self evaluate, and implement changes in order to remain a high-performing board driven by mission.

Dysfunctional Phases of a Board

Boards don't always move smoothly through the phases outlined above, and rather than driving its own renewal of leadership, strategy, and energy to reach the highest level of performance, at some point, the charter school could either move into a Stagnant or Defunct Phase.

THE STAGNANT PHASE

When history and routine take over, it is not uncommon for charter schools boards to quietly shift into complacency, flirting with a slippery slope that can lead to the Stagnant Phase. This phase can occur at any time, but often kicks in several years after the school has reached the transition phase, but it can also occur earlier if the board has not effectively moved from being founder-driven to board-driven.

Board Characteristics:

- ▶ Board work becomes routine, energy begins to wane, school achievement either flat lines or drops, and an over-reliance on systems and processes prevails.
- ▶ Funding sources tend to end their support, and turnover is common on the board and at the staff level.
- ▶ The downward slide can quickly reach a crisis stage or it can slowly eat away at the school for years.

Outlook:

One of three things inevitably will occur in this phase:

- ▶ A number of board members and the school leader may recognize the warning signs and take action to successfully reenergize the institution. Disengaged board members are 'retired', new leadership with new energy and strategies are recruited, and a renewed sense of purpose and mission are reactivated. It is hard work, but coming through the Stagnant Phase will lead a charter school toward being highly effective with greater wisdom, vision, and energy.
- ▶ The board and staff may recognize the symptoms but are unable to revive the organization. The school may have dropped too far into financial debt, enrollment may already be headed in a tailspin, staff and faculty may be leaving at an unmanageable pace, or the recruitment of new board members with passion,

energy, and connections may be unsuccessful. In this situation, the school enters the Defunct Phase.

- ▶ The board and/or staff fail to take action and the authorizer forces the school into the Defunct Phase.

THE DEFUNCT PHASE

Board Characteristics:

- ▶ If a charter school slides into the Stagnant Phase and the board is unable or unwilling to move into renewal, the board will be faced with the decision of merger or closure.
- ▶ Sometimes this decision is driven by external factors, perhaps by the authorizer or through a lack of funds to continue operations. Other times, the board will be faced with a decision.
- ▶ While considering closure, all pertinent data should be considered, including:
 - ◆ Has the school's population been declining significantly?
 - ◆ Has the board shown the will and/or ability to initiate great change?
 - ◆ Is the school leader capable and willing to implement great change?
 - ◆ Has the school's public reputation fallen beyond repair?
- ▶ Making the decision to close a charter school is a difficult decision, but it is the right decision if the school no longer has the investment of the board or the community or cannot serve students to the high standards they deserve.

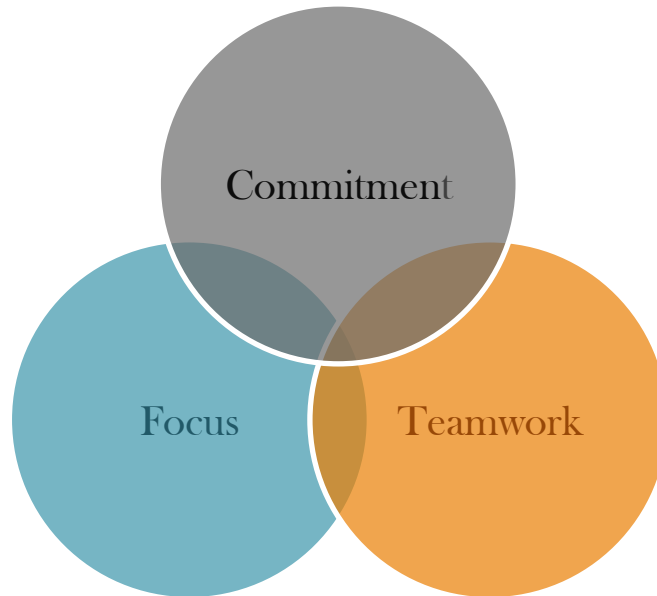
The Board's Relationship with the School Leader

Research in the education sector clearly confirms that employing a strong, highly competent leader increases a charter school's ability to succeed. A board not only hires a talented school leader but ideally builds an effective, productive, and trusting relationship with the school leader, working in constructive partnership on behalf of the students and academic achievement. Building this relationship between the school leader and the board of directors is a critical lever of success for every charter school.

A high performing board both supports the school leader and holds her accountable to mutually agreed upon expectations. Roles and responsibilities are clearly defined and annual goals are clearly established. The annual school leader performance becomes a tool for accountability, progress assessment, discussion, and support. evaluation (*See the CBP School Leader Evaluation tool for more information.*)

A board must champion its leader, building trust and encouraging candor and open communications. Collectively, board and staff come together to address challenges, both proactive and reactive. In particular, the relationship between the board chair and school leader sets the bar for the rest of the board; if this is a strong, candid, and supportive relationship, then the board as a whole is likely to function in a similar manner. If it isn't, the relationship between the entire board and school leader is likely to suffer. In addition, a truly high-performing partnership allows for proactive planning for both board and staff leadership transitions.

HIGHLY EFFECTIVE BOARD CHAIRS



TWELVE KEYS TO DISTINGUISH ONESELF AS A BOARD CHAIR

1. Coach the board like a team
2. Lead in partnership with the School Leader
3. Focus the board on that which is most important
4. Be a great meeting facilitator
5. Remain neutral rather than advocate for a position
6. Marshall consensus of opinion
7. Address problems in timely and effective way
8. Communicate effectively
9. Engage board members to take ownership for the work of the board and show appreciation
10. Value transparency and operate accordingly (full personal/ professional disclosure)
11. Be reflective and self-aware
12. Always operate according to *what's best for the school*

QUALITIES OF HIGHLY EFFECTIVE BOARD CHAIRS

Personal Qualities

- ▶ Has a passion for governance and inspires others
- ▶ Is approachable and available
- ▶ Is a good listener and communicator
- ▶ Shows integrity, respect, and humility
- ▶ Is a strategist and visionary thinker
- ▶ Encourages open communication and constructive debate

Commitment to the Board

- ▶ Engages board members to take ownership of board's work
- ▶ Celebrates board members' hard work and achievements
- ▶ Promotes board development and governance best practices
- ▶ Commits to leading an effectively run board
- ▶ Upholds legal and ethical standards of conduct
- ▶ Ensures board plans proactively for the succession of board members and officers

Commitment to the School

- ▶ Shows understanding and passion for mission, values, and school
- ▶ Engages board members to demonstrate and encourage their commitment
- ▶ Understands and respects management/governance boundaries

DUTIES OF HIGHLY EFFECTIVE BOARD CHAIRS

Board Member Management

- ▶ Holds members accountable for carrying out roles and responsibilities
- ▶ Is the contact for board members on board issues
- ▶ Ensures a board assessment process occurs
- ▶ Ensures board members understand that the board is empowered to act as a collective entity and that individual board members have authority only when the board so delegates

School Leader

- ▶ Cultivates a constructive partnership with the School Leader
- ▶ Participates in the hiring, monitoring, and evaluation of the School Leader
- ▶ Meets or talks regularly about monitoring School Leader's progress and challenges around goals

Community Relations

- ▶ Cultivates relationships with donors, funders, and stakeholders
- ▶ Serves as community ambassador
- ▶ Speaks at annual meeting and community events and with the media when appropriate

Meeting Management

- ▶ Helps develop meeting agendas with school leader
- ▶ Presides at all meetings of the board and specific committees
- ▶ Promotes meaningful dialogue at board meetings
- ▶ Gives every board member an opportunity to contribute but does not allow any one member, including herself, to dominate or derail the discussions

Board Committees

- ▶ May appoint board committee and task force chairs (depending on bylaws)
- ▶ Ensures ongoing communication between committees and the board
- ▶ Serves as ex-officio of all committees

BOARD COMMITTEES

FREQUENTLY ASKED QUESTIONS

What are the advantages of having a committee structure?

Committees allow boards to operate more efficiently, since detailed work can be done within committees comprised of a smaller subset of members. Also, since committees are typically staffed with members who have specific, content-rich expertise, more in-depth discussions and analyses can take place, resulting in well-informed recommendations to the full board. Those recommendations are then presented to the full board for review and approval at regular board meetings.

How does a school determine which committees to create?

Although not generally required, standing committees are often explicitly defined in the school's bylaws. Boards should develop a strategic, lean committee structure, only creating and naming in its bylaws the standing committees it needs to facilitate and elevate its work.

Will the committee structure we develop always remain the same?

The committee structure will and should change over time as the board evolves. High-performing boards also create fewer standing committees and use short-term, project-based task forces more frequently.

Which standing committees are most frequently created?

While committee structures will differ somewhat from board to board, Charter Board Partners recommends that schools create at least four standing committees: Finance (which would be also be responsible for oversight of the audit function), Governance, Academic Excellence, and Development. If the board can only support three committees initially, it should establish a Finance, Governance, and Academic Excellence Committee.

Are there other formal structures that Boards can adopt?

If the strategic needs of the board require additional structure, boards can create task forces, and the Board's authority to do so is often referenced in the school's bylaws. Task forces operate similar to a committee, but task forces often have a shorter-term agenda and frequently include non-board members. Often task forces are created for facilities procurement or improvement, strategic planning, a school leader search, a fundraising campaign or special event, or to consider replication or expansion.

Does a committee or task force need a specifically defined purpose?

Every committee and task force needs a written charge clarifying its purpose and scope of authority, a chair to lead it, and a minimum of two additional members to add a minimal diversity of opinion and have enough people power to complete the work at hand. Annual work plans are developed to help committees focus on their annual goals, and committees should meet as often as needed to accomplish their work.

How are the activities of committees and task forces documented?

Minutes, generally no longer than one page, are taken at each meeting detailing attendance, recommendations for the board's consideration, high-level overview of discussions, and action steps. *(See example of committee minutes below.)* The written minutes should be shared with the full board in a timely fashion; verbal reports to the board are needed only for recommendations for the board's consideration or key strategic issues that require board discussion.

EFFECTIVE MEETINGS

WHY EFFECTIVE MEETINGS MATTER

Public charter school boards have significant responsibilities and only a limited amount of face-to-face time to fulfill them. Boards may have an average of only 20 hours per year to meet formally as a full board to set the school's direction, ensure academic achievement, secure resources, plan strategically, and provide appropriate oversight of school operations. This is why it is so critical for board meetings to be efficient, substantive, and productive, and why boards must be strategic in delegating tasks to committees as appropriate.

Great board meetings are often characterized by great discussions on important issues. But they rarely happen by chance; in fact, they are usually the outcome of good planning, strong agendas, thoughtful preparation, the use of efficient tools, and excellent facilitation.

The board president and school leader should work together to plan board meetings. When planning for a productive, engaging board meeting, the first step is to create a great agenda. Well-intended boards often incorrectly assume that every issue must be handled essentially the same way, i.e., by board discussion during a board meeting. There are, however, a breadth of ways that issues can be effectively addressed including delegation to staff or committees, and electronic communications.

PREPARING A MEETING AGENDA

It's important to remember that all agenda items are not equal; in fact, nothing should be added to the agenda without it being fully vetted, determined to be appropriately part of the board agenda and ready for board discussion. Boards often use a 'consent agenda' as part of the meeting agenda to bundle the routine business of the board, thus freeing most of the meeting time for strategic issues. Agendas should include time lines, include 'action' or 'discussion' flags, and be accompanied by appropriate background material, all of which should be disseminated to board members no less than four to five business days prior to the meeting, to allow them to prepare for key conversations. (*See Sample Agendas below.*)

Four core questions should be asked by the board chair and school leader to guide their preparation for a great meeting and the creation of a strategic agenda:

Question #1

What are the two to four most important issues on which this board needs to be focused?

- ▶ Are these really issues the board (versus staff, etc.) needs to address?
- ▶ What are the core questions we should be asking regarding each issue?
- ▶ How do we best tee up each issue? What does the board need in terms of background information, data, or context in order to meaningfully discuss each issue?
- ▶ Should discussion on this issue start at the board level or be delegated to a committee to prepare the discussion for the board? Does staff need to do any work to prepare the issue for board or committee discussion?

Question #2

What must the board do at this particular point in time?

- ▶ Check the board's annual calendar (*See Annual Board Calendar Sample below.*) to ensure key activities are included on the board meeting agenda when appropriate, e.g. budget approval, board self-assessment, audit review, and approval.

Question #3

What must the board do as part of its due diligence or governance responsibilities?

- ▶ Which of these items really require a discussion? Or, can we simply distribute materials to board members? Or, can we simply request board members complete a certain action?
- ▶ What is the most efficient way to handle these items? Electronically? By committee? At the board table?

Question #4

What does the board need in terms of its ongoing education that will help it make good, informed decisions?

- ▶ What are our board's specific professional development needs and where do we find the support to meet those needs?

DECISION-MAKING

Boards need to have a clear decision-making process. Key information, including what substantiates a quorum and whether a majority vote serves as an act of the board, can usually be found in the bylaws. Boards can create a culture of decision making by:

- ▶ Ensuring the board has a breadth of relevant data and information on which to base its decisions.
- ▶ Creating a culture of inquiry that encourages robust debate and consideration of alternative options.
- ▶ Developing a process that includes a review and discussion of the advantages and downsides of every decision prior to the vote.
- ▶ Whenever possible, avoiding voting on significant decisions until some level of consensus has been developed.

A common tug-of-war for boards and school leaders is the question: how much information does the board actually need? Some boards or board members have a tendency to ask for a lot of detail. When staff seeks to meet this need, board members often either complain there's too much material or simply fail to read the board materials.

The rule of thumb is to give board members the information and materials they need in order to be well informed in their discussions and decision-making. Where that line is drawn is not always clear and must be negotiated with candid discussion.

Boards should only make decisions once they have thoroughly reviewed all relevant data and materials and have had all of their questions answered. In some cases, decisions can be made in the meeting when a topic is being discussed for the first time. In other instances, discussion occurs over multiple meetings before a decision is made.

MEETING MANAGEMENT

Parliamentary procedures in the boardroom will also vary from board to board. More and more boards find that the traditional Roberts Rules of Order, first developed to

Many boards now use board portals that allow easy storage of and access to materials. This saves staff both time and effort in preparing board materials. The growing use of dashboards is helping staff keep board members well informed of operational issues at a high level; in turn, board members respond well to dashboards because the tools allow them to analyze the data and spot trends and patterns.

manage governance by very large boards, are no longer practical in the boardroom. Instead, boards are using less wieldy boardroom procedures from sources like the American Bar Association or Roberta's Rules of Order.

Every board meeting should end with either a verbal or written board meeting evaluation. (See *Board Meeting Evaluation Template below.*) This evaluation focuses on both strengths and weaknesses of the board meeting and can be used to enhance board meetings on a regular basis.

Board Committee Job Descriptions

Every standing committee should have clarity on its purpose, authority level, leadership and membership, who it is accountable to, and frequency of meetings. The Board Chair appoints the chair for each committee. Committees will include at least two additional members (for a minimum of three individuals per committee.)

FINANCE COMMITTEE

The Finance Committee, chaired by a board member (usually the Treasurer), will meet as often as necessary to conduct its work, at minimum before every board meeting. Its purpose is to provide appropriate board oversight of school finances, ensure accurate and comprehensive financial reporting to the board, and raise strategic financial issues for board discussion.

FINANCE COMMITTEE RESPONSIBILITIES

Specific responsibilities of the finance committee include:

- ▶ Preliminary review of monthly financial statements prior to board review
- ▶ Presentation of financial statements to board for discussion
- ▶ Ensure that the annual budget is prepared in a timely manner, allocates resources to support the school's strategic direction, and drives improved student achievement
- ▶ Review and recommend to the full board approval of the annual budget
- ▶ Recommend the selection of an auditor, ensuring the school changes auditors (or audit partner) every five or so years
- ▶ Meet with auditor prior to full board audit review and approval
- ▶ Ensure that either the Finance Committee or the full board annually meets in executive session with the auditor
- ▶ Provide recommendations to ensure appropriate financial policies and procedures are in place
- ▶ Identify strategic and long-term financial issues to address before they become urgent issues
- ▶ Set annual committee goals and regularly monitor progress against those goals
- ▶ Serve as an ongoing resource and advisor to staff on financial issues
- ▶ Work closely with staff on financial issues/oversight

STEPPING UP WITH YOUR FINANCE COMMITTEE

High-performing Finance Committees will also do the following:

- ▶ If charter school bylaws allow, recruit non-board members with particular financial and/or investment expertise to serve on this committee
- ▶ Work with staff to develop financial dashboards to help the board absorb large amounts of complex information and understand patterns and trends
- ▶ Invite a CPA annually to present a 45-minute board training on how to read a charter school's financial statements; each year the level of training can become more sophisticated, thus increasing board members' competencies
- ▶ If the financial operations of the school become increasingly complicated, primarily due to issues of scale or compliance requirements of funders, determine whether the committee should split into two separate board committees: Finance Committee and Audit Committee
- ▶ If and when appropriate, recommend the creation of an Investment Committee

EXECUTIVE COMMITTEE

A NOTE ABOUT EXECUTIVE COMMITTEES

Charter schools often ask whether they should have Executive Committees. As explained below, Executive Committees have limited overarching roles and play out differently across organizations. Our advice to charter schools is to consider whether you have a functioning committee structure. If you do, then you may have the board-level capacity to use an Executive Committee effectively. If you do not, we recommend that you focus first on building an effective governance committee and pull the functions usually reserved for the Executive Committee into the governance committee. It is more important to **do the work well** (i.e. evaluate the School Leader) than to create a committee in hopes that this will be the magic solution to get the work done.

BOTTOM LINE

Before you create an Executive Committee, ensure that you:

- ✓ **Need** this particular structure to accomplish your goals
- ✓ Have the **board capacity** (in terms of time and talent) to build a strong Executive Committee
- ✓ **Identify** the specific roles and responsibilities that *your* Executive Committee will play

EXECUTIVE COMMITTEE RESPONSIBILITIES

The Executive Committee is chaired by the Board Chair. Its two primary responsibilities are to act on behalf of the board on urgent issues when the full board is not able to meet, and to lead the performance evaluation process for the school leader. (The bylaws must articulate that the Executive Committee has the authority to do the former.)

The limitations of the Executive Committee's authority (which are typically noted in the bylaws) include:

- ▶ Dissolution of the institution
- ▶ Mergers
- ▶ Hiring or firing of the school leader
- ▶ Electing or removing board members
- ▶ Amending the bylaws
- ▶ Approving or changing the budget
- ▶ Eliminating or adding major programs

The Executive Committee is typically comprised of the Board Chair, Vice Chair, Secretary, Treasurer or Finance Committee Chair, Governance Committee Chair, and the School Leader, who serves ex-officio. The Executive Committee meets only as needed, but a minimum of two times per year. The Executive Committee can meet in executive session without the school leader when it so chooses, e.g., when her evaluation is being addressed.

Only committee members and invited guests may attend Executive Committee meetings. Minutes of Executive Committee meetings are shared promptly with the full board of directors to ensure transparency and to keep board members well informed. If the Executive Committee makes significant decisions, the full board will be informed within 24 hours and the decision will be ratified by the full board at the next board meeting.

STEPPING UP WITH YOUR EXECUTIVE COMMITTEE

High performing Executive Committees will also do the following:

- ▶ Remain aware of the danger of becoming an inclusive entity, ultimately making the full board a rubber stamp

- ▶ Serve as a mini-think tank for the board by identifying key strategic issues and the best way to frame them for board discussion
- ▶ Frequently ask the school leader: “What’s keeping you awake at night?”
- ▶ Actively develop new leadership on the board
- ▶ Model great governance practices for the rest of the board

GOVERNANCE COMMITTEE

The Governance Committee is the committee of the board, by the board, and for the board. Its primary responsibility is to ensure the board is governing effectively and revitalizing itself. It is the responsible for providing leadership for board education, ensuring a strategically composed board is in place to govern the institution, nominating candidates for officer positions and committee membership, nominating and orienting new board members, ensuring an effective governance structure, and ensuring an effective board self assessment process.

GOVERNANCE COMMITTEE RESPONSIBILITIES

Specific responsibilities of the governance committee include:

- ▶ Promoting and providing education to new and tenured board members about the school, education reform, the community, and governance
- ▶ Assessing the school’s governance needs, including periodically reviewing the size of the board, the strategic composition of the board, the committee structure and charters, and recommending changes as needed
- ▶ Developing and nominating board members to serve as officers including, as appropriate, Chair, Vice Chair, Secretary, and Treasurer
- ▶ Leading the board in the identification, cultivation, and nomination of new board members to ensure a strategically composed board
- ▶ Ensuring new board members are effectively oriented to the charter school, the board, the community, and the responsibilities and expectations of board service
- ▶ Monitoring the ongoing performance of current board members and evaluating performance before renewing board terms
- ▶ Conducting a board self assessment every one to two years
- ▶ Planning the annual retreat
- ▶ Reviewing and recommending changes to the bylaws every two years or as needed
- ▶ Set yearly goals and monitor against them

STEPPING UP WITH YOUR GOVERNANCE COMMITTEE

High performing Governance Committees will also do the following:

- ▶ Attend Charter Board Partners' trainings and events
- ▶ Present a short educational segment at every board meeting on the mission, school, and community or governance practices
- ▶ Invite special guests, school leaders, or Board Chairs from other charter schools to talk with your board to bring new lenses into the boardroom
- ▶ Talk with other charter school boards' governance committees to learn more about how they are overcoming their challenges

DEVELOPMENT COMMITTEE

The Development Committee works closely with staff to provide leadership in engaging the collective board and individual board members in regular fundraising activities for the school and in providing strategic direction, oversight, and accountability for the board's fundraising activities. The Committee meets as often as necessary to conduct its work.

DEVELOPMENT COMMITTEE RESPONSIBILITIES

Specific responsibilities of the development committee include:

- ▶ Involving and motivating board members in the cultivation, solicitation, and stewardship of gifts
- ▶ Helping to develop policies for the board and staff regarding gift solicitation and recognition
- ▶ Ensuring the case for support is strong, compelling, and accurate
- ▶ Helping to develop strategies for major gift cultivation and solicitation
- ▶ Recommending realistic but stretch goals for board giving, for board's approval
- ▶ Ensuring the board has a 100% board giving policy and fulfills it each year
- ▶ Holding the board accountable in reaching its giving and fundraising goals
- ▶ Ensuring the board receives fundraising training as needed
- ▶ Leading by example
- ▶ Set annual committee goals and regularly monitor progress against those goals

STEPPING UP WITH YOUR DEVELOPMENT COMMITTEE:

High performing Development Committees will or may also do the following:

- ▶ Get one board member to match board member gifts above last year's gift

- ▶ Create friendly competitions between board members or their firms in raising funds

ACADEMIC EXCELLENCE COMMITTEE

The Academic Excellence Committee provides appropriate board oversight of the academic program by ensuring that the school's educational program is positively impacting student achievement and by raising strategic academic issues for board discussion. The Academic Excellence Committee, chaired by a board member, will meet as often as necessary to conduct its work, but typically at least quarterly.

ACADEMIC EXCELLENCE COMMITTEE RESPONSIBILITIES

Specific responsibilities of the academic excellence committee include

- ▶ Assume responsibility for ensuring that students are achieving at the highest levels
- ▶ Agree on a definition of academic excellence for the school
- ▶ Understand how student achievement is measured at the school and build board-wide understanding of the most critical measures
- ▶ In partnership with the school leader, monitor student achievement by reviewing and analyzing external, standardized tests and internal assessments, deeply understanding the factors affecting performance data and sharing updates with the full board
- ▶ Evaluate student achievement at the school in comparison to other schools and national standards
- ▶ Verify that school administrators use student data constructively and routinely to inform decisions
- ▶ Insist on targeted changes to the academic program if student achievement is lagging
- ▶ Identify strategic and long-term challenges to the academic program before they become urgent issues

It's important to note that this is a committee that can easily slide down that slippery slope between oversight and management, overstepping the board's bounds.

For example, if a school showed low test scores in math, the board should ask the school leader the tough questions around why that dip occurred and what the leadership doing to address it. The board should *not* tell the school leader what he/she should *do* about that result, for example suggesting a specific math curriculum or teaching strategy.

The board asks the questions and provides advice, holding the leader accountable for results. The board does not make program-level decisions.

- ▶ Serve as an ongoing resource and advisor to staff on academic issues, as requested, providing recommendations and feedback to administrators for improvements to the academic program
- ▶ Set annual committee goals and regularly monitor progress against those goals

STEPPING UP WITH YOUR ACADEMIC EXCELLENCE COMMITTEE

High-performing Academic Excellence Committees will also do the following:

- ▶ If charter school bylaws allow, recruit non-board members with particular educational expertise related to the school's model
- ▶ Work with staff to develop academic dashboards to help the board absorb large amounts of complex information and understand patterns and trends
- ▶ Visit other high-performing schools to inform the committee's work
- ▶ Attend authorizer trainings on accountability

Sample Calendars and Meeting Templates

ANNUAL BOARD CALENDAR SAMPLE

ABC CHARTER SCHOOL FISCAL YEAR CALENDAR

JULY

- ✓ Review final board-wide dashboard for prior year
- ✓ Review preliminary year-end financial review
- ✓ Review progress against strategic plan goals, if applicable

AUGUST

- ✓ Review preliminary standardized test results for prior year

SEPTEMBER

- ✓ Review updated standardized test results
- ✓ Review school leader's progress against quarterly goals
- ✓ Review board's progress against quarterly goals

OCTOBER

- ✓ Review and accept audit

NOVEMBER

- ✓ Review final standardized test results and reports

DECEMBER

- ✓ Review school leader's progress against quarterly goals
- ✓ Review board's progress against quarterly goals
- ✓ Host/participate in school holiday party

JANUARY

- ✓ Review and approve preliminary enrollment and budget assumptions for next year

FEBRUARY

- ✓ Complete review of by-laws and board policies, if applicable
- ✓ Collect annual conflict of interest disclosure forms

MARCH

- ✓ Review school leader's progress against quarterly goals
- ✓ Review board's progress against quarterly goals
- ✓ Select auditor

APRIL

- ✓ Complete annual board self-assessment
- ✓ Review preliminary budget for next year

MAY

- ✓ Confirm annual board member commitments
- ✓ Approve annual budget for next year
- ✓ Review board's progress against annual goals

JUNE

- ✓ Complete school leader annual performance evaluation
- ✓ Establish school leader goals for next year
- ✓ Establish board goals for next year
- ✓ Establish school leader professional development plan for next year
- ✓ Elect new board members
- ✓ Elect board officer

BOARD MEETING AGENDA

EXAMPLE 1 – CONSENT AGENDA

ABC CHARTER SCHOOL

AGENDA

February 13, 2012 ♦ 8:00 a.m. – 10:00 a.m.

- | | |
|------------|---|
| 8:00 a.m. | Welcome |
| 8:05 a.m. | Mission Moment
<i>Someone shares a story that brings the mission and/or the pursuit of academic achievement alive.</i> |
| 8:10 a.m. | School Leader Report
<i>Very brief. Does not reflect entire written report. Rather, School Leader flags one to three highlights in the report, analyzing the significance or possible implications. May also share what has transpired of note since the report was written.</i> |
| 8:20 a.m. | Consent Agenda (Action)
<i>Contents will vary from meeting to meeting. Reflects the routine business of the board or the issues that do not require or need discussion.</i>

<i>For example:</i> <ul style="list-style-type: none">• Approval of last meeting's minutes• School leader written report• Committee reports (must be written)• Adoption of bylaw change that has already been discussed |
| 8:25 a.m. | Financial Report (Presentation and discussion)
<i>Report is given by Treasurer, perhaps with assistance by the CFO or school leader. This reflects not just current financial picture but cash flow, financial implications, strategic financial considerations, etc.</i> |
| 8:40 a.m. | Dashboard Review (Discussion)
<i>Review and discussion of updated dashboard(s) reflecting school activity and strategic plan progress, identifying success and challenges and holding the board accountable to measurable goals</i> |
| 9:00 a.m. | Expansion Task Force Recommendations (Presentation and discussion)
<i>Send materials in advance. Make high-level presentations. Pose two to three strategic questions to the board for discussion. Determine next steps.</i> |
| 9:45 a.m. | Last Thoughts
<i>Review decisions made and action steps. Identify the three things all board members should be doing/thinking about between now and the next meeting.</i> |
| 9:50 a.m. | Board Meeting Assessment
<i>"Did we spend our time effectively today?"</i>

<i>"What can we do to be more effective?"</i>

<i>"Are there any board members who have been frequently absent? How do we want to handle these situations?"</i>

<i>To our school leader: "What's keeping you awake at night?"</i> |
| 10:00 a.m. | Adjourn |

EXAMPLE 2 – TRADITIONAL AGENDA

ABC CHARTER SCHOOL

AGENDA

September 6, 2012 ♦ 5:00 p.m. – 7:00 p.m.

- | | |
|-----------|--|
| 5:00 p.m. | Welcome |
| 5:05 p.m. | Mission Moment
<i>Someone shares a story that brings the mission and/or the pursuit of academic achievement alive.</i> |
| 5:10 p.m. | Approval of Minutes (Action) |
| 5:15 p.m. | School Leader Report
<i>Very brief. Does not reflect entire written report. Rather, School Leader flags one to three highlights in the report, analyzing the significance or possible implications. May also share what has transpired of note since the report was written.</i> |
| 5:25 p.m. | Financial Report (Presentation & discussion)
<i>Report is given by Treasurer, perhaps with assistance by the CFO or school leader. This reflects not just current financial picture but cash flow, financial implications, strategic financial considerations, etc.</i> |
| 5:40 p.m. | Dashboard Review (Discussion)
<i>Review and discussion of updated dashboard(s) reflecting school activity and strategic plan progress, identifying success and challenges and holding the board accountable to measurable goals</i> |
| 5:55 p.m. | Strategic Planning (Discussion)
<i>Our strategic plan will be ending in nine months. How do we want to approach our next plan development? What worked well last time? What should we do differently? Shall we create a task force to drive the process? Do we need an outside consultant's expertise? What are the three to five biggest issues looming in our future that we need to address?</i> |
| 6:10 p.m. | Committee Reports
<i>Standing committees (as appropriate) report on three things: the most important issue/project the committee will be addressing in upcoming year, what it anticipates bringing to the board during the year for comment or decision, and any assumptions made to date on key issues.</i>
<i>NOTE: Max of 10 minutes per report. Every committee does not and should not report at every meeting. Only as needed on issues of substance.</i> |
| 6:40 p.m. | Annual Board Business (Materials Sent In Advance) (Action)
<i>Complete, sign and submit on site:</i> <ul style="list-style-type: none">• Annual Conflict of Interest Review and Declarations/ Signatures• Annual Letter of Commitment <i>Annual review of insurance</i> |
| 6:45 p.m. | Last Thoughts
<i>Review decisions made and action steps. Identify the three things all board members should be doing/thinking about between now and the next meeting.</i> |
| 6:50 p.m. | Board Meeting Assessment
<i>"Did we spend our time effectively today?" "What can we do to be more effective?"</i>
<i>"Are there any board members who have been frequently absent? How do we want to handle these situations?"</i>
<i>To our school leader: "What's keeping you awake at night?"</i> |
| 7:00 p.m. | Adjourn |

COMMITTEE MEETING MINUTES TEMPLATE

ABC CHARTER SCHOOL MEETING MINUTES

COMMITTEE NAME:

DATE/TIME OF MEETING:

IN ATTENDANCE:

RECOMMENDATION TO THE BOARD (IF APPLICABLE):

- State actual motion in one to two sentences.
- Rationale
 - ♦ Benefits/advantages/desired outcomes
 - ♦ Downsides
- Alternative options discussed.
- Vote of the committee to bring recommendation to the board.

OTHER DISCUSSION TOPICS:

ACTION STEPS:

COMMITTEE MEETING MINUTES EXAMPLE

ABC CHARTER SCHOOL

MEETING MINUTES

COMMITTEE NAME: Governance / Executive Committee

DATE/TIME OF MEETING: May 12, 2012: 5:00 - 7:00 p.m.

IN ATTENDANCE: Joe, Melissa, Sam, Tricia,
Emily (Board President), Megan (School Leader)

RECOMMENDATION TO THE BOARD (IF APPLICABLE):

The Governance Committee moves to expand the size of our board to a minimum of 12 members and a maximum of 15 members.

We've debated this issue for two years. Now that the school is expanding to add high school years, we anticipate that board work will increase and that we will also need greater diversity of skills and thought at the board table. We do not want to burn out board members, and we think there will be many upsides to this decision.

- Benefits/advantages/desired outcomes: greater diversity; greater breadth of skills sets; more circles of influence for our fundraising; opportunity to develop more board members for leadership positions; we will have more board members to place on committees
- Downsides: it will arguably require more of Megan's time to work with a larger board, but she has indicated that the benefits outweigh the downsides. We will want to be attentive to our continued ability to work well as team as we grow.

Alternative options discussed: we considered leaving the board size range at 9 – 12 members but felt that won't be sufficient for the challenges and work ahead of us.

The committee is unanimous in bringing this recommendation to the board.

OTHER DISCUSSION TOPICS:

Committee discussed ideal board composition and gaps, including technology skills, fundraising skills, and leaders of Latino descent.

ACTION STEPS:

- Formally recommend a bylaws change re: board size at the June board meeting.
- The board will begin its annual board self-assessment process starting in July. Joe and Melissa will lead the process and set expectations with the board at the June board meeting.

BOARD MEETING EVALUATION TEMPLATE

ABC CHARTER SCHOOL BOARD MEETING EVALUATION

NAME:

MEETING DATE:

Please rate the following statements on a 1 to 5 scale according to:

- 1 = strongly disagree
- 2 = disagree
- 3 = neutral
- 4 = agree
- 5 = strongly agree

Statements	1	2	3	4	5
The board meeting materials prepared me well for the meeting.					
Board members came prepared to the meeting and ready to conduct business.					
The meeting was well facilitated.					
We focused most of our time on that which is most important.					
We used our time in the boardroom well today.					

The best part of the board meeting today was:

Our board meetings will be even better if we:

PLEASE SUBMIT YOUR COMPLETED EVALUATION TO A MEMBER OF THE GOVERNANCE COMMITTEE.

**Office of the
Attorney General**

Idaho Open Meeting Law Manual

Idaho Code §§ 74-201 through 74-208



JULY 2019

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INTRODUCTION

Open and honest government is fundamental to a free society. The Idaho Legislature formalized our state's commitment to open government by enacting the Idaho Open Meeting Law in 1974. The Open Meeting Law codifies a simple, but fundamental, Idaho value: The public's business ought to be done in public.

One of my duties as Attorney General is to ensure that state agencies and officials comply with the Idaho Open Meeting Law. The 44 elected county prosecuting attorneys have the same duty with regard to agencies and officials of local government.

My office is committed to assisting Idaho's state and local officials in complying with their obligation under this law. Toward that end, my office regularly conducts training sessions for state and local officials throughout Idaho.

My office has prepared this updated manual for your use and reference. This manual's purpose is to inform government agencies of their obligations, and citizens of their rights, under Idaho's Open Meeting Law.

Sincerely,

LAWRENCE G. WASDEN
Attorney General

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POLICY CONSIDERATIONS UNDERLYING THE OPEN MEETING LAW

The Idaho Open Meeting Law¹ was designed to ensure transparency of the legislative and administrative processes within state and local governments. The Legislature articulated this policy in the Act's first section:

The people of the state of Idaho in creating the instruments of government that serve them, do not yield their sovereignty to the agencies so created. Therefore, the legislature finds and declares that it is the policy of this state that the formation of public policy is public business and shall not be conducted in secret.²

Open meetings offer the public a chance to observe the way their government operates and to influence their government in positive and important ways. Closed meetings often can lead to distrust of governmental decisions and acts.

Those who conduct meetings must remember this policy above all when deciding whether a meeting should be open. If a meeting is closed, there must be a compelling reason, supported by the statute itself, or by subsequent court rulings.

Remember, when in doubt, open the meeting.

¹ Idaho Code §§ 74-201 to 74-208.

² *Id.* at § 74-201.

QUESTIONS AND ANSWERS

PUBLIC BODIES OR AGENCIES COVERED BY THE OPEN MEETING LAW

Question No. 1: What public bodies or agencies are subject to the Open Meeting Law?

Answer: The Open Meeting Law provides: “[A]ll meetings of a *governing body* of a *public agency* shall be open to the public and all persons shall be permitted to attend any meeting except as otherwise provided by this act. . . .”³ “Governing body” is defined to mean the members of any public agency “with the authority to make decisions for or recommendations to a public agency regarding any matter.”⁴ “Public agency” is defined to encompass various categories of governmental entities and subdivisions at all levels of government.⁵ The governing bodies of public agencies that are created by or pursuant to statute, as well as public agencies that are created by the Idaho Constitution, are subject to the Open Meeting Law.⁶ The only public agencies that are statutorily exempt from the Open Meeting Law are the courts and their agencies and divisions, the judicial council and the district magistrates commission.⁷ Deliberations of the Board of Tax Appeals, the Public Utilities Commission and the Industrial Commission, in a fully submitted contested case proceeding, are also exempted from the requirement that they take place in an open public meeting.⁸

Question No. 2: Does the Open Meeting Law apply to a public agency headed by a single individual as contrasted with a multi-member body?

Answer: No. Section 74-202(5) defines a governing body to mean “the members of any public agency *that consists of two (2) or more members*, with the authority to make decisions for or recommendations to a public agency regarding any matter.” (Emphasis added.) By definition, the Open Meeting Law applies only to a governing body which consists of two or more members and thus

³ Idaho Code § 74-203(1) (emphasis added).

⁴ Idaho Code § 74-202(5).

⁵ Idaho Code § 74-202(4).

⁶ Attorney General Opinion No. 77-30, 1977 Idaho Att’y Gen. Ann. Rpt. 180.

⁷ Idaho Code § 74-202(4)(a).

⁸ Idaho Code § 74-203.

does not apply to a public agency headed by a single individual.

This also extends to *employees* of a public agency headed by a single individual; meetings held by employees of a department headed by a single individual (or multiple parties, for that matter) do not have to be open to the public. An illustrative example of this principle arose in the 2008 case of Safe Air For Everyone v. Idaho State Dep't of Agriculture.⁹ There, the Idaho State Department of Agriculture (ISDA) invited representatives from federal, state, and tribal agencies to a meeting to discuss issues surrounding crop residue burning. The meeting was closed to the public. Several employees of the ISDA attended the meeting, but the director did not.

An environmental group sued the ISDA, arguing that the employees' participation in the meeting constituted a violation of the Open Meeting Law because the director had delegated decision-making authority to the employees, thus making the employees a "governing body." The Supreme Court disagreed, stating that:

By definition, a 'governing body' [under the Act] must have 'the authority to make decisions for or recommendations to a public agency regarding any matter.' The employees do not have '*the* authority' to make decisions for or recommendations to the ISDA. Any decision they make can be countermanded by a supervisor, and their supervisor can likewise deny them permission to make recommendations. . . . [T]he authority to make decisions for an agency or recommendations to an agency must be statutorily based.¹⁰

Of course, it should be noted that under the Idaho Administrative Procedure Act (IDAPA) various state agencies must hold open public meetings when they adopt rules or when they determine certain contested cases.¹¹ The open public meeting requirements of the IDAPA apply regardless of whether the public agency is headed by a single individual or by a multi-member body.

⁹ 145 Idaho 164, 177 P.3d 378 (2008).

¹⁰ *Id.* at 168, 177 P.3d at 382.

¹¹ Idaho Code §§ 67-5201 to 67-5292.

Question No. 3: When is a subagency of a public agency subject to the Open Meeting Law?

Answer: A subagency of a public agency is subject to the Open Meeting Law if the subagency itself “is created by or pursuant to statute or executive order of the governor, ordinance or other legislative act.”¹² In Cathcart v. Anderson, the Washington Supreme Court interpreted a Washington statute similar to section 74-202(4)(d). The court held that, under the language “created by or pursuant to,” it is not necessary that a statute, ordinance or other legislative act expressly create a subagency so long as there is an enabling provision which allows that subagency to come into existence at some future time.

Question No. 4: Are advisory committees, boards and commissions subject to the Open Meeting Law?

Answer: The Open Meeting Law defines “public agency” to include “any subagency of a public agency which is created by or pursuant to statute or executive order of the governor, ordinance, or other legislative act,”¹³ and “governing body” to include any body “with the authority to make decisions for or *recommendations* to a public agency regarding any matter.”¹⁴ Thus, advisory committees, boards and commissions are subject to the Open Meeting Law if the body is created by or pursuant to statute, ordinance, or other legislative act and if the body has authority to make recommendations to a public agency.

In contrast, an administrative committee, board or commission is not subject to the Open Meeting Law if it is not entrusted with the formation of public policy, but merely carries out the public policy established by a governing body, and if its activities do not constitute the making of “decisions for or recommendations to” a public agency.¹⁵ Likewise, the Open Meeting Law does not apply to voluntary, internal staff meetings if the group is not created by or pursuant to statute, ordinance or other legislative act, even though the

¹² Idaho Code § 74-202(4)(d); Cathcart v. Anderson, 85 Wash. 2d 102, 530 P.2d 313 (1975); Attorney General Opinion No. 7-75, 1975 Idaho Att’y Gen. Ann. Rpt. 22.

¹³ Idaho Code § 74-202(4)(d).

¹⁴ Idaho Code § 74-202(5) (emphasis added).

¹⁵ Idaho Water Resources Board v. Kramer, 97 Idaho 535, 572, 548 P.2d 45, 72 (1976).

discussions may lead to recommendations to the governing body.¹⁶ Generally, however, if you are ever unsure of whether a meeting should be open, it is this Office's recommendation to err on the side of opening the meeting.

Question No. 5: Does the Open Meeting Law apply to the governor?

Answer: The Open Meeting Law has no application to the governor when he is acting in his official executive capacity, since the Open Meeting Law does not apply to a public agency headed by a single individual.

**CHARITABLE ORGANIZATIONS (501C(3)) AND
HOMEOWNER'S ASSOCIATIONS**

Question No. 6: Do charitable organizations have to comply with the Idaho Open Meeting Law?

Answer: The Open Meeting Law applies only to governmental entities. Typically, charitable organizations are private. Generally, nonprofit organizations are governed by their chartering documents and bylaws. Additionally, title 30, chapter 3 of the Idaho Code, provides the legal foundation for Idaho nonprofits. Consult the chartering documents, bylaws and Idaho Code, title 30, chapter 3, to determine the requirements of corporate records and meetings.

Question No. 7: Do homeowner's associations have to comply with the Idaho Open Meeting Law?

Answer: No. The Open Meeting Law applies only to governmental entities. Homeowner's associations are private entities. Homeowner's associations are generally governed by agreements between the members and the association and their bylaws. Members should consult their association documents and bylaws to determine the association rules for meetings.

¹⁶ See Safe Air For Everyone v. Idaho State Dep't of Agriculture, 145 Idaho 164, 177 P.3d 378 (2008); People v. Carlson, 328 N.E.2d 675 (Ill. App. Ct. 1975); Bennett v. Warden, 333 So.2d 97 (Fla. 1976).

PUBLIC ACTIONS OR ACTIVITIES COVERED BY THE OPEN MEETING LAW

Question No. 8: What constitutes a meeting under the Open Meeting Law?

Answer: The Open Meeting Law defines “meeting” to mean “the convening of a governing body of a public agency *to make a decision or to deliberate toward a decision* on any matter.”¹⁷ “Decision” is then defined to include “any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, *at any meeting at which a quorum is present.* . . .”¹⁸

The term “deliberation” is also a defined term and means “the receipt or exchange of information or opinion relating to a decision, but shall not include informal or impromptu discussions of a general nature that do not specifically relate to a matter then pending before the public agency for decision.”¹⁹ Note that this does not require any discussion or preliminary decision making. Even the receipt of information relating to a “decision”—i.e., a measure on which the governing body will have to vote—amounts to deliberation, and therefore triggers the definition and requirements of a “meeting” under the Open Meeting Law.

Question No. 9: Does the term “meeting” include such things as informal gatherings, briefing sessions, informal discussions, attendance at social functions, etc.?

Answer: As noted above, a “meeting” is the convening of a governing body to make a decision or deliberate toward a decision. Additionally, a quorum must be present.²⁰

The California Court of Appeals discussed the dual facets of deliberation and action in Sacramento Newspaper Guild v. Sacramento County Board of Supervisors:

It [California’s open meeting law] declares the law’s intent that deliberation as well as action

¹⁷ Idaho Code § 74-202(6) (emphasis added).

¹⁸ Idaho Code § 74-202(1) (emphasis added).

¹⁹ Idaho Code § 74-202(2).

²⁰ Idaho Water Resources Board v. Kramer, 97 Idaho 535, 571, 548 P.2d 45, 71 (1976).

occur openly and publicly. Recognition of deliberation and action as dual components of the collective decision-making process brings awareness that the meeting concept cannot be split off and confined to one component only, but rather comprehends both and either. To “deliberate” is to examine, weigh and reflect upon the reasons for or against the choice Deliberation thus connotes not only collective discussion, but the collective acquisition and exchange of facts preliminary to the ultimate decision.²¹

The California court then reasoned and ruled:

An informal conference or caucus permits crystallization of secret decisions to a point just short of ceremonial acceptance. There is rarely any purpose to a non-public pre-meeting conference except to conduct some part of the decisional process behind closed doors. Only by embracing the collective inquiry in discussion stages, as well as the ultimate step of official action, can an open meeting regulation frustrate these evasive devices. As operative criteria, formality and informality are alien to the law’s design, exposing it to the very evasions it was designed to prevent. Construed in light of the Brown Act’s objectives, the term “meeting” extends to informal sessions or conferences of board members designed for the discussion of public business.²²

A similar result was reached by the Florida Supreme Court in the case of City of Miami v. Berns wherein the Florida court ruled that public officials violate Florida’s open meeting law when they meet privately or secretly and transact or agree to transact public business at a future time in a certain manner.²³ The Florida court went on to state that, regardless of whether a meeting or gathering is formal or informal, “[i]t is the law’s intent that any meeting, relating to any

²¹ Sacramento Newspaper Guild v. Sacramento County Bd. of Supervisors, 69 Cal. Rptr. 480, 485 (Cal. Ct. App. 1968).

²² *Id.* at 487.

²³ City of Miami v. Berns, 245 So.2d 38 (Fla. 1971).

matter on which foreseeable action will be taken, occur openly and publicly.”²⁴

The same considerations must be applied with respect to the Idaho Open Meeting Law. Therefore, it is the opinion of the Attorney General that the provisions of the Open Meeting Law must be complied with whenever a quorum of the members of the governing body of a public agency meets to decide or deliberate on matters which are within the ambit of official business. Those meetings can be formal, informal, or social. So long as a quorum is present and the intent is to deliberate or make a decision, then the meeting must be open.

The requirement that the Open Meeting Law be complied with whenever a quorum of a governing body meets to deliberate or to make a decision should not be evaded by holding smaller meetings with less than a quorum present or by having a go-between contact each of the governing body members to ascertain his/her sentiment.

Question No. 10: Since any meeting of two county commissioners constitutes a quorum under Idaho law, are county commissioners prohibited from having any contact with each other outside of a duly organized open meeting?

Answer: While it is the opinion of the Attorney General that the Open Meeting Law must be complied with whenever a quorum of the members of a governing body of a public agency meet to decide or deliberate on matters which are within the ambit of official business, this Office does not believe that the Legislature intended for the Open Meeting Law to act as a bar to all communications between individual county commissioners outside of open meetings.

Question No. 11: Are adjudicatory deliberations exempt from the Open Meeting Law?

Answer: Only for those agencies expressly exempted. The Open Meeting Law excludes the deliberations of certain agencies (the Board of Tax Appeals, the Public Utilities Commission and the Industrial Commission), in fully submitted adjudicatory proceedings, from the requirement of open public meeting.²⁵ In creating this exemption for

²⁴ *Id.* at 41; *see also* Canney v. Bd. of Pub. Instruction of Alachua Cnty, 278 So.2d 260 (Fla. 1973); Bd. of Pub. Instruction of Broward Cnty v. Doran, 224 So.2d 693 (Fla. 1969).

²⁵ Idaho Code § 74-203(2).

adjudicatory deliberations by only these three agencies, it appears the Legislature intended that non-adjudicatory deliberations at these agencies, and all deliberations at all other agencies—i.e., except for the above-described informal or impromptu discussions of a general nature—must be conducted in a public meeting. Of course, the subject matter under adjudication may be separately identified under the Open Meeting Law as justifying a closed executive session.

Question No. 12: Can I still address questions and comments to a commissioner or board member individually related to a pending matter?

Answer: In other words, as representatives, can I still contact members of a governing body with unsolicited “information or opinion relating to a decision” that is pending before the public agency?²⁶ The Idaho Supreme Court has addressed this specific question.

In Idaho Historic Preservation Council v. City Council of Boise, a divided Court overturned a Boise City Council decision that allowed a corporation to demolish a building in Boise.²⁷ In reviewing an appeal from the City’s Preservation Commission, members of the City Council stated at the public [open] meeting that they had received numerous telephone calls concerning the issue. Although the Court framed the issue in terms of due process, it may also raise open meeting questions.

In overturning the City’s decision, the Court stated:

[W]hen a governing body sits in a quasi-judicial capacity, it must confine its decision to the record produced at the public hearing, and that failing to do so violates procedural due process of law. This Court has also observed that when a governing body deviates from the public record, it essentially conducts a second fact-gathering session without proper notice, a clear violation of due process. Since the substance of the telephone calls received by the members of the City Council was not recorded or disclosed at the public hearing, the Commission had no opportunity to rebut any

²⁶ Idaho Code § 74-202(2).

²⁷ Idaho Historic Pres. Council v. City Council of Boise, 134 Idaho 651, 8 P.3d 646 (2000).

evidence or arguments the City Council may have received from the callers.

Id. at 654, 8 P.3d at 649 (internal citations omitted).

The Court concluded:

This decision does not hold the City Council to a standard of judicial disinterestedness. As explained above, members of the City Council are free to take phone calls from concerned citizens and listen to their opinions and arguments prior to a quasi-judicial proceeding. In order to satisfy due process, however, the identity of the callers must be disclosed, as well as a general description of what each caller said.²⁸

Therefore, in the event that unsolicited information is received and considered by a governing board member, the appropriate action is to disclose the source of the information and the substance of the information so that it may be included within the public record. In sum, any information that you wish to use to form the basis of your decision must be made a part of the public record.

PROCEDURAL REQUIREMENTS OF THE OPEN MEETING LAW

Question No. 13: What are the notice requirements of the Open Meeting Law?

Answer: The Open Meeting Law requires two types of notice: (1) meeting notice and (2) agenda notice. The notice requirements are satisfied by posting meeting notices and agendas in a prominent place at the principal office of the public agency, or, if no such office exists, at the building where the meeting is to be held. The notice for meetings and agendas shall also be posted electronically if the entity maintains an online presence through a website or a social media platform. The Open Meeting Law does not require publication of the notice in a newspaper or advertisement. However, other statutes governing particular entities may require publication of notice.

The Open Meeting Law also requires that notice be posted at specific minimum times prior to the meeting. These times vary,

²⁸ *Id.* at 656, 8 P.3d at 651.

depending on the type of meeting being held. The notice of an executive session must state the authorizing provision of law.

Question No. 14: What are the notice and agenda requirements for a regular meeting?

Answer: For “regular meetings,” the Open Meeting Law requires no less than a five (5) calendar day meeting notice and a forty-eight (48) hour agenda notice, unless otherwise provided by statute.²⁹ Any public agency that holds meetings at regular intervals at least once per calendar month, which are scheduled in advance over the course of the year, may satisfy this notice requirement by posting meeting notices at least once each year of its regular meeting schedule. Agenda notice must still be posted at least 48 hours before the meeting.

Question No. 15: What are the notice and agenda requirements for a special meeting or executive session only meeting?

Answer: For “special meetings,” or when only an “executive session” will be held, meeting and agenda notice must be posted at least twenty-four (24) hours before the meeting, unless an emergency exists. An emergency is a situation which involves injury or damage to persons or property, or immediate financial loss, or the likelihood of such injury, damage or loss, when the notice requirements of the section would make such notice impractical, or increase the likelihood or severity of such injury, damage or loss, and the reason for the emergency is stated at the outset of the meeting. This notice and an accompanying agenda must be given by the secretary or other designee of each public agency to any representative of the news media who has requested notification of such meetings and the secretary must make a good faith effort to provide such advance notification to them of the time and place of each meeting.³⁰

Question No. 16: What must an agenda contain?

Answer: What constitutes an “agenda” to satisfy the posting requirement is not set forth in the Open Meeting Law. However, an “agenda” is defined in Black’s Law Dictionary (9th ed.) as a “list of things to be done, as items to be considered at a meeting, [usually] arranged in order of consideration.” The agenda notice requirement is not satisfied by merely posting a weekly schedule of the governing

²⁹ Idaho Code § 74-204.

³⁰ Idaho Code § 74-204(2) and (3).

board which sets forth the time, place of the meetings, and who is participating. Rather, the notice must specifically set forth the purpose of the meeting and “items of business.” Agenda items should be listed with specificity and not buried in catchall categories such as “director’s report.” An agenda item that requires a vote shall be identified on the agenda as an “action item” to provide notice that action may be taken on that item. Identifying an item as an action item on the agenda does not require a vote to be taken on that item.

Question No. 17: May an agenda be amended after posting?

Answer: Yes. The procedure depends on when the agenda is amended.

More than 48 hours before the start of a meeting (or more than 24 hours before a special meeting), the agenda may be amended simply by posting a new agenda.

Less than 48 hours before the meeting (or less than 24 hours before a special meeting), but before the meeting has started, the agenda may be amended by: (1) posting the new agenda, and (2) making and passing a motion at the meeting to amend the original agenda and stating the good faith reason the new items were not included in the original agenda notice.

After commencement of the meeting, the agenda may be amended to accommodate unforeseen issues, provided that: (1) there is a motion made that states the good faith reason the new item was not on the original agenda, and (2) the motion to amend is adopted by the governing body. Final action may not be taken on an agenda item added after the start of the meeting unless an emergency is declared necessitating action at that meeting. The declaration and justification shall be reflected in the minutes.

To sum up, amending an agenda during a meeting or less than 48 hours before the start of a meeting (24 hours for a special meeting) requires: (1) a motion, (2) a good faith reason why the item was not included in the original agenda, (3) a vote adopting the amended agenda, and (4) a record of the motion and vote in the minutes of the meeting.

Question No. 18: May qualifications or restrictions be placed on the public’s attendance at an open meeting?

Answer: A public agency may adopt reasonable rules and regulations

to ensure the orderly conduct of a public meeting and to ensure orderly behavior on the part of those persons attending the meeting. In Nevens v. City of Chino, a California appellate court nullified a city council measure, which prohibited the use of any tape recorders at city council proceedings.³¹ While acknowledging that the city council had an absolute right to adopt and enforce rules and regulations necessary to protect its public meetings, the court held that the rule prohibiting tape recorders was too arbitrary, capricious, restrictive and unreasonable. A similar holding might be reached if a governing body prohibits the use of cameras if their presence is not in fact disruptive of the conduct of the meeting.

Another limitation is that the body cannot make it practically impossible for the public to be present at a meeting. For example, in Noble v. Kootenai County, a board of commissioners conducted a site visit to a proposed subdivision. When arriving at the site, the board intentionally avoided a group that was gathered near the entrance to the site location and conducted its site visit outside the group's hearing. The court held that this was a violation, stating that "Idaho's open meeting laws are designed to allow the public to be present during agency hearings. At the very least this means that the public must be permitted to get close enough to the hearing body to hear what is being said."³²

In any event, the governing standard is the reasonableness of the rules and regulations. Use of a timed agenda, "heavy gavel" and/or compliance with Robert's Rules of Order or some other procedural guideline may serve to facilitate the orderly conduct of a public meeting.

Question No. 19: Does the Open Meeting Law require the governing body of a public agency to accept public comments and testimony during meetings?

Answer: No. While other statutes, such as the Local Planning Act, may require the solicitation of public comments, the Open Meeting Law does not expressly require the opportunity for public comment.³³

³¹ Nevens v. City of Chino, 44 Cal. Rptr. 50 (Cal. Ct. App. 1965).

³² Noble v. Kootenai County, 148 Idaho 937, 943, 231 P.3d 1034, 1040 (2010) (internal citations omitted).

³³ See Coalition for Responsible Government v. Bonner County, First Judicial District, Bonner County Case No. CV-97-00107 (May 15, 1997) (on file with the Office of the Attorney General).

Question No. 20: May the members of a governing body vote by secret ballot at an open meeting?

Answer: No decision at any meeting of a governing body of a public agency may be made by secret ballot.³⁴

Question No. 21: If a voice vote is used, must the minutes of the meeting reflect the vote of each member of a governing body by name?

Answer: If a voice vote is taken, the minutes of the meeting must reflect the results of all votes, but the minutes need not indicate how each member voted, unless a member of the governing body requests such an indication.³⁵

Question No. 22: May a vote be conducted by written ballots?

Answer: A vote may be conducted by written ballot, but written ballots would not comply with the Open Meeting Law unless the ballots are made available to the public on request and unless the members casting the ballots are identifiable by signature or other discernible means.³⁶ The reason identification of the vote of individual members is treated differently between voice votes and votes by written ballot is that, with respect to voice votes, members of the public in attendance can readily ascertain the vote of individual members of the governing body. In contrast, a vote by written ballot is tantamount to a secret vote, unless such ballot is signed or identifies the name of the voting member.

Question No. 23: What types of records must be maintained under the Open Meeting Law?

Answer: The Open Meeting Law requires that the governing body of a public agency must provide for the taking of written minutes of all of its meetings, but it is not necessary to make a full transcript or recording of the meeting, except as otherwise provided by law.³⁷ These minutes are public records and must be made available to the general public within a reasonable time after the meeting. The minutes must include, at a minimum, the following information:

³⁴ Idaho Code § 74-203(1).

³⁵ Idaho Code § 74-205(1)(c).

³⁶ Attorney General Opinion No. 77-13, 1977 Idaho Att’y Gen. Ann. Rpt. 115.

³⁷ Idaho Code § 74-205(1).

- (a) All members of the governing body present;
- (b) All motions, resolutions, orders, or ordinances proposed and their disposition;
- (c) The results of all votes and, upon the request of a member of the governing body, the vote of each member by name.

Other statutes may provide more specific requirements for particular entities.

In addition, section 74-205(2) provides that minutes of executive sessions must be kept, but they need contain only sufficient detail to identify the purpose and topic of the executive session and do not need to include the disclosure of material or matters that compromise the purpose of the executive session. The minutes pertaining to the executive session, however, must include a reference to the specific statutory subsection authorizing the session.

Question No. 24: Are there any prohibitions on where a public meeting may be held?

Answer: Yes. Section 74-203(3) specifically provides: “A governing body shall not hold a meeting at any place where discrimination on the basis of race, creed, color, sex, age or national origin is practiced.” Thus, for example, a public meeting may not be held at a private club if the private club excludes women from membership, even if women are allowed entrance for the purpose of attending the meeting.

Question No. 25: Does the Open Meeting Law permit holding a meeting by telephone conference call?

Answer: Yes. The Open Meeting Law specifically authorizes the holding of a meeting by telephone conference call. However, at least one member of the governing body or the director or chief administrative officer must be physically present at the meeting location designated in the meeting notice.³⁸ Additionally, the communications among the members of the governing body must be audible to all persons attending the meeting. Care should also be taken to ensure that votes are not made in such a way to permit an illegal secret ballot or vote.

³⁸ Idaho Code § 74-203(5).

Question No. 26: Are discussions conducted via telephones, computers, cell phones (including texting) or other electronic means exempted from the Open Meeting Law?

Answer: As discussed in this manual, the Open Meeting Law applies to the deliberations and discussions between two or more members of a board or commission on some matter which foreseeably will come before that board or commission for action. The use of a telephone to conduct such discussions does not remove the conversation from the requirements of the Open Meeting Law.

Similarly, members of a public board may not use computers or texting to conduct private conversations among themselves about board business. A one-way e-mail or text communication from one city council member to another, when it does not result in the exchange of council members' comments or responses on subjects requiring council action, does not constitute a meeting subject to the Open Meeting Law; however, such e-mail or text communications are public records and must be maintained by the records custodian for public inspection and copying.

SPECIFIC STATUTORY EXEMPTIONS: EXECUTIVE SESSIONS

Question No. 27: What types of meetings may be closed under the Open Meeting Law?

Answer: A closed meeting—that is, an “executive session”—may be held for the reasons listed in § 74-206(1):

- (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;
- (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;
- (c) To acquire an interest in real property not owned by a public agency;

(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;

(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;

(g) By the commission of pardons and parole, as provided by law;

(h) By the custody review board of the Idaho department of juvenile corrections, as provided by law; or

(i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement.

(j) To consider labor contract matters authorized under section 74-206A(1)(a) and (b), Idaho Code.

This provision enumerates specific and not general statutory exemptions to the requirement of conducting an open meeting. It is the Attorney General's opinion that a public agency cannot conduct an executive session to consider general personnel matters, but can only meet in executive session to consider those specifically enumerated personnel matters found at section 74-206(1)(a) and (b); that is, "to consider hiring a public officer, employee, staff member or individual agent" or "to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, individual agent or public school student." Additionally, Idaho Code section 74-206(2) specifically directs that the exceptions be construed narrowly. No entity should try to "shoehorn" an issue into an executive session exception.

An executive session may be held to consider acquiring an

interest in real property that is not owned by a public agency. However, an executive session cannot be held for the purpose of acquiring an interest in real property owned by a public agency.³⁹

It should be noted that the Open Meeting Law establishes circumstances where executive sessions are permissible. In other words, the act authorizes, but does not require, closed meetings. In addition, even though certain enumerated matters may be “considered” in an executive session, it must be emphasized that: “[N]o executive session may be held for the purpose of taking any final action or making any final decision.”⁴⁰

It is important to remember that section 74-206(1) sets forth specific procedural steps to be followed to have a valid executive session. *Failure to do so will invalidate any action taken as a result of the executive session. Additionally, it may subject the board members to liability for those actions.* Procedurally, the presiding officer must identify the specific authorization under the Open Meeting Law for the holding of an executive session and at least a two-thirds ($\frac{2}{3}$) vote in favor of the executive session must be recorded in the minutes of the meeting by individual vote.

Question No. 28: What procedure must be followed before an executive session, closed to the public, may be held?

Answer: It must be noted that executive sessions take place only at meetings. Before any executive session may be held, there must be a valid open meeting and a vote to hold an executive session. Every such “meeting” must satisfy the Open Meeting Law’s notice and agenda requirements.⁴¹ If the governing body of a public agency then wishes to consider matters which may legally be considered in a closed meeting, an executive session may be held if two-thirds ($\frac{2}{3}$) of the members vote to hold an executive session. Prior to such vote, the presiding officer must identify the authorization under the Open Meeting Law for the holding of an executive session. Then, when the vote is taken, the individual vote of each member of the governing body must be recorded in the minutes.⁴²

³⁹ Attorney General Opinion No. 81-15, 1981 Idaho Att’y Gen. Ann. Rpt. 161.

⁴⁰ Idaho Code § 74-206(3); Attorney General Opinion No. 77-44, 1977 Idaho Att’y Gen. Ann. Rpt. 226; Attorney General Opinion No. 81-15, 1981 Idaho Att’y Gen. Ann. Rpt. 161.

⁴¹ Idaho Code § 74-204.

⁴² Idaho Code § 74-206(1).

Question No. 29: May legal counsel meet privately with the governing body of a public agency to discuss threatened or pending litigation?

Answer: Yes. Section 74-206(f) expressly provides that an executive session may be held “[t]o communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.”

Question No. 30: Must the governing body’s attorney be present during an executive session?

Answer: Generally, the governing body’s attorney need not be present when the governing body meets in executive session. An exception is an executive session authorized under Idaho Code section 74-206(1)(f): “To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.” (Of course, the attorney’s “presence” may be facilitated via a telecommunications device.) An executive session under this subsection is solely for the purpose of communicating with legal counsel on pending or probable litigation.

Question No. 31: If a more specific statute requires open meetings and has no provision for executive sessions, is the executive session provision of the Open Meeting Law still applicable?

Answer: Yes. The executive session provision takes precedence over other statutes that may apply to a particular entity. Thus, even if a statute requires all meetings of a governing body to be open, executive sessions may still be held.⁴³

PENALTIES FOR NONCOMPLIANCE

Question No. 32: What is the validity of action taken in violation of the Open Meeting Law?

Answer: If an action, or any deliberation or decision making that leads to an action, occurs at any meeting that fails to comply with the

⁴³ Nelson v. Boundary County, 109 Idaho 205, 706 P.2d 94 (Ct. App. 1985).

provisions of the Open Meeting Law, such an action may be declared null and void by a court.⁴⁴

Any member of the governing body taking such an action, who participates in any such deliberation, decision making, or meeting, is subject to a civil penalty not to exceed two hundred fifty dollars (\$250).⁴⁵ The maximum civil penalty for a subsequent violation is two thousand five hundred dollars (\$2,500).⁴⁶

Any governing body member who knowingly violates a provision of the Open Meeting Law is subject to a civil penalty of not more than one thousand five hundred dollars (\$1,500).⁴⁷

It is the opinion of the Attorney General that the Idaho Legislature intended that such fines be paid by the individual member of the governing body, not the governing body itself.

Question No. 33: Who enforces the Open Meeting Law?

Answer: The Attorney General enforces the Open Meeting Law in relation to the public agencies of state government. County prosecuting attorneys enforce the Open Meeting Law in relation to the local public agencies within their respective jurisdictions.⁴⁸

Any person affected by a violation of the Open Meeting Law is entitled to bring a lawsuit in the magistrates' division of the county in which the public agency normally meets for the purpose of requiring compliance with the provisions of the Open Meeting Law. The lawsuit would ask the court to declare any improper actions void and to enjoin the governing body from violating the Open Meeting Law in the future. Such a lawsuit must be commenced within thirty (30) days of the time of the decision or action that results, in whole or in part, from a meeting that failed to comply with the provisions of the Open Meeting Law. Any other lawsuit must be commenced within one hundred eighty (180) days of the time of the violation.⁴⁹

⁴⁴ Idaho Code § 74-208(1).

⁴⁵ Idaho Code § 74-208(2).

⁴⁶ Idaho Code § 74-208(4).

⁴⁷ Idaho Code § 74-208(3).

⁴⁸ Idaho Code § 74-208(5).

⁴⁹ Idaho Code § 74-208(6).

Question No. 34: If there is a violation of the Open Meeting Law at an early stage in the process, will all subsequent actions be null and void?

Answer: Yes. Section 74-208(1) clearly indicates that an action or any deliberation or decision making that leads to an action, which occurs at any meeting not in compliance with the provisions of the Open Meeting Law, will be null and void. The 1992 Legislature added the “deliberation or decision making that leads to an action” language to the provisions of section 74-208(1). This language clarifies the consequences of a violation under the previous requirement.

The Idaho Supreme Court has held that the procedure for voiding actions taken in violation of the Open Meeting Law must be read literally. Thus, any action may not be declared void if it is not challenged within the thirty-day time limit established by section 74-208(6).⁵⁰

Question No. 35: If a violation of the Open Meeting Law occurs, what can a governing body do to correct the error?

Answer: The governing body should follow the steps outlined in Idaho Code § 74-208(7) to “cure” the violation. A violation is cured by repealing any action taken at an illegal meeting or disregarding deliberations made in violation of the Open Meeting Law. Should it choose to, a governing body may, in a properly noticed meeting, repeat the deliberation or decision that occurred at the illegal meeting.

Question No. 36: Are members of the governing body of a public agency criminally liable for violations of the Open Meeting Law in which they knowingly participate?

Answer: The Open Meeting Law specifically provides civil monetary penalties for violations. The Open Meeting Law does not expressly provide for criminal liability for knowing violations. Nonetheless, it is possible that a member of a governing body may be guilty of a misdemeanor for violations of the Open Meeting Law in which he or she knowingly participates.

Idaho Code Section 18-315 provides:

Every willful omission to perform any duty

⁵⁰ Petersen v. Franklin County, 130 Idaho 176, 938 P.2d 1214 (1997).

enjoined by law upon any public officer, or person holding any public trust or employment, where no special provision shall have been made for the punishment of such delinquency, is punishable as a misdemeanor.

Idaho Code Section 18-317 states:

When an act or omission is declared by a statute to be a public offense and no penalty for the offense is prescribed in any statute, the act or omission is punishable as a misdemeanor.

In Alder v. City Council of City of Culver City, the court considered the California Open Meeting Law (the Brown Act), which included no penalty provisions or provisions for enforcement when violations occur.⁵¹ Relying on two California statutes identical to Idaho Code sections 18-315 and 18-317, the California court ruled that violations of the Open Meeting Law were punishable as misdemeanors even though the Open Meeting Law did not expressly make violations punishable as misdemeanors.

Question No. 37: Do school boards have to comply with the Open Meeting Law?

Answer: Yes. Each school district is governed by a board of trustees or “board”⁵² and all school districts in Idaho, including specially chartered school districts, are under the supervision and control of the State Board of Education.⁵³ State boards and school districts are defined in the Open Meeting Law as a “public agency,”⁵⁴ and as such, are subject to the Open Meeting Laws.⁵⁵

⁵¹ Alder v. City Council of City of Culver City, 7 Cal. Rptr. 805 (Cal. Ct. App. 1960).

⁵² Idaho Code § 33-501.

⁵³ Idaho Code § 33-101.

⁵⁴ Idaho Code §§ 74-202(4)(a) and 74-202(4)(c).

⁵⁵ Idaho Code § 74-203(1).

THE STATUTE

(Idaho Code §§ 74-201 to 74-208)

74-201. Formation of public policy at open meetings. The people of the state of Idaho in creating the instruments of government that serve them, do not yield their sovereignty to the agencies so created. Therefore, the legislature finds and declares that it is the policy of this state that the formation of public policy is public business and shall not be conducted in secret.

74-202. Open public meetings – Definitions. As used in this chapter:

(1) “Decision” means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, at any meeting at which a quorum is present, but shall not include those ministerial or administrative actions necessary to carry out a decision previously adopted in a meeting held in compliance with this chapter.

(2) “Deliberation” means the receipt or exchange of information or opinion relating to a decision, but shall not include informal or impromptu discussions of a general nature that do not specifically relate to a matter then pending before the public agency for decision.

(3) “Executive session” means any meeting or part of a meeting of a governing body that is closed to any persons for deliberation on certain matters.

(4) “Public agency” means:

(a) Any state board, committee, council, commission, department, authority, educational institution or other state agency created by or pursuant to statute or executive order of the governor, other than courts and their agencies and divisions, and the judicial council, and the district magistrates commission;

(b) Any regional board, commission, department or authority created by or pursuant to statute;

(c) Any county, city, school district, special district, or other municipal corporation or political subdivision of the state of Idaho;

(d) Any subagency of a public agency created by or

pursuant to statute or executive order of the governor, ordinance, or other legislative act; and

(e) Notwithstanding the language of this subsection, the cybersecurity task force or a committee awarding the Idaho medal of achievement shall not constitute a public agency.

(5) “Governing body” means the members of any public agency that consists of two (2) or more members, with the authority to make decisions for or recommendations to a public agency regarding any matter.

(6) “Meeting” means the convening of a governing body of a public agency to make a decision or to deliberate toward a decision on any matter.

(a) “Regular meeting” means the convening of a governing body of a public agency on the date fixed by law or rule, to conduct the business of the agency.

(b) “Special meeting” is a convening of the governing body of a public agency pursuant to a special call for the conduct of business as specified in the call.

74-203. Governing bodies – Requirement for open public meetings.

(1) Except as provided below, all meetings of a governing body of a public agency shall be open to the public and all persons shall be permitted to attend any meeting except as otherwise provided by this act. No decision at a meeting of a governing body of a public agency shall be made by secret ballot.

(2) Deliberations of the board of tax appeals created in chapter 38, title 63, Idaho Code, the public utilities commission and the industrial commission in a fully submitted adjudicatory proceeding in which hearings, if any are required, have been completed, and in which the legal rights, duties or privileges of a party are to be determined are not required by this act to take place in a meeting open to the public. Such deliberations may, however, be made and/or conducted in a public meeting at the discretion of the agency.

(3) Meetings of the Idaho life and health insurance guaranty association established under chapter 43, title 41, Idaho Code, the Idaho insurance guaranty association established under chapter 36, title 41, Idaho Code, and the surplus line association approved by the director of the Idaho department of insurance as authorized under chapter 12, title 41, Idaho

Code, are not required by this act to take place in a meeting open to the public.

(4) A governing body shall not hold a meeting at any place where discrimination on the basis of race, creed, color, sex, age or national origin is practiced.

(5) All meetings may be conducted using telecommunications devices which enable all members of a governing body participating in the meeting to communicate with each other. Such devices may include, but are not limited to, telephone or video conferencing devices and similar communications equipment. Participation by a member of the governing body through telecommunications devices shall constitute presence in person by such member at the meeting; provided however, that at least one (1) member of the governing body, or the director of the public agency, or the chief administrative officer of the public agency shall be physically present at the location designated in the meeting notice, as required under section 74-204, Idaho Code, to ensure that the public may attend such meeting in person. The communications among members of a governing body must be audible to the public attending the meeting in person and the members of the governing body.

74-204. Notice of meetings – Agendas.

(1) Regular meetings. No less than a five (5) calendar day meeting notice and a forty-eight (48) hour agenda notice shall be given unless otherwise provided by statute. Provided however, that any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule. The notice requirement for meetings and agendas shall be satisfied by posting such notices and agendas in a prominent place at the principal office of the public agency or, if no such office exists, at the building where the meeting is to be held. The notice for meetings and agendas shall also be posted electronically if the entity maintains an online presence through a website or a social media platform.

(2) Special meetings. No special meeting shall be held without at least a twenty-four (24) hour meeting and agenda notice, unless an emergency exists. An emergency is a situation involving injury or damage to persons or property, or immediate financial loss, or the likelihood of such injury, damage or loss, when the notice requirements of this section would make such notice impracticable or increase the likelihood or severity of such injury, damage or loss, and the reason for the emergency is stated at the outset of the meeting. The notice required under this section

shall include at a minimum the meeting date, time, place and name of the public agency calling for the meeting. The secretary or other designee of each public agency shall maintain a list of the news media requesting notification of meetings and shall make a good faith effort to provide advance notification to them of the time and place of each meeting.

(3) Executive sessions. If only an executive session will be held, a twenty-four (24) hour meeting and agenda notice shall be given according to the notice provisions stated in subsection (2) of this section and shall state the reason and the specific provision of law authorizing the executive session.

(4) An agenda shall be required for each meeting. The agenda shall be posted in the same manner as the notice of the meeting. An agenda may be amended, provided that a good faith effort is made to include, in the original agenda notice, all items known to be probable items of discussion. An agenda item that requires a vote shall be identified on the agenda as an “action item” to provide notice that action may be taken on that item. Identifying an item as an action item on the agenda does not require a vote to be taken on that item.

(a) If an amendment to an agenda is made after an agenda has been posted but forty-eight (48) hours or more prior to the start of a regular meeting, or twenty-four (24) hours or more prior to the start of a special meeting, then the agenda is amended upon the posting of the amended agenda.

(b) If an amendment to an agenda is proposed after an agenda has been posted and less than forty-eight (48) hours prior to a regular meeting or less than twenty-four (24) hours prior to a special meeting but prior to the start of the meeting, the proposed amended agenda shall be posted but shall not become effective until a motion is made at the meeting and the governing body votes to amend the agenda.

(c) An agenda may be amended after the start of a meeting upon a motion that states the reason for the amendment and states the good faith reason the agenda item was not included in the original agenda posting. Final action may not be taken on an agenda item added after the start of a meeting unless an emergency is declared necessitating action at that meeting. The declaration and justification shall be reflected in the minutes.

74-205. Written minutes of meetings.

(1) The governing body of a public agency shall provide for the taking of written minutes of all its meetings. Neither a full transcript nor a recording of the meeting is required, except as otherwise provided by law. All minutes shall be available to the public within a reasonable time after the meeting, and shall include at least the following information:

- (a) All members of the governing body present;
- (b) All motions, resolutions, orders, or ordinances proposed and their disposition;
- (c) The results of all votes, and upon the request of a member, the vote of each member, by name.

(2) Minutes pertaining to executive sessions. Minutes pertaining to an executive session shall include a reference to the specific statutory subsection authorizing the executive session and shall also provide sufficient detail to identify the purpose and topic of the executive session but shall not contain information sufficient to compromise the purpose of going into executive session.

74-206. Executive sessions – When authorized.

(1) An executive session at which members of the public are excluded may be held, but only for the purposes and only in the manner set forth in this section. The motion to go into executive session shall identify the specific subsections of this section that authorize the executive session. There shall be a roll call vote on the motion and the vote shall be recorded in the minutes. An executive session shall be authorized by a two-thirds ($\frac{2}{3}$) vote of the governing body. An executive session may be held:

- (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;
- (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;
- (c) To acquire an interest in real property which is not

owned by a public agency;

(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;

(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;

(g) By the commission of pardons and parole, as provided by law;

(h) By the custody review board of the Idaho department of juvenile corrections, as provided by law;

(i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement; or

(j) To consider labor contract matters authorized under section 74-206 (1)(a) and (b), Idaho Code.

(2) The exceptions to the general policy in favor of open meetings stated in this section shall be narrowly construed. It shall be a violation of this chapter to change the subject within the executive session to one not identified within the motion to enter the executive session or to any topic for which an executive session is not provided.

(3) No executive session may be held for the purpose of taking any final action or making any final decision.

(4) If the governing board of a public school district, charter district, or public charter school has vacancies such that fewer than two-thirds (2/3) of board members have been seated, then the board may enter into executive session on a simple roll majority vote.

74-206A. Negotiations in open session.

(1) All negotiations between a governing body and a labor organization shall be in open session and shall be available for the public to attend. This requirement also applies to negotiations between the governing body's designated representatives and representatives of the labor organization. This requirement shall also apply to meetings with any labor negotiation arbitrators, fact finders, mediators or similar labor dispute meeting facilitators when meeting with both parties to the negotiation at the same time. Provided, however, a governing body or its designated representatives may hold an executive session for the specific purpose of:

(a) Deliberating on a labor contract offer or to formulate a counteroffer; or

(b) Receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee's right to privacy.

(2) All documentation exchanged between the parties during negotiations, including all offers, counteroffers and meeting minutes, shall be subject to public writings disclosure laws.

(3) Any other provision of law notwithstanding, including any other provisions to the contrary in sections 33-402 and 74-204, Idaho Code, the governing body shall post notice of all negotiation sessions at the earliest possible time practicable. This shall be done by the governing body by immediately posting notice of the negotiation session on the front page of its official website. If time permits, the governing body shall also post notice within twenty-four (24) hours at its regular meeting physical posting locations.

(4) Public testimony, if any, shall be posted as an agenda item.

74-207. Open legislative meetings required. All meetings of any standing, special or select committee of either house of the legislature of the state of Idaho shall be open to the public at all times, except in extraordinary circumstances as provided specifically in the rules of procedure in either house, and any person may attend any meeting of a standing, special or select committee, but may participate in the committee only with the approval of the committee itself.

74-208. Violations.

(1) If an action, or any deliberation or decision making that leads to an action, occurs at any meeting which fails to comply with the provisions of this chapter, such action shall be null and void.

(2) Any member of the governing body governed by the provisions of this chapter, who conducts or participates in a meeting which violates the provisions of this act shall be subject to a civil penalty not to exceed two hundred fifty dollars (\$250).

(3) Any member of a governing body who knowingly violates the provisions of this chapter shall be subject to a civil penalty not to exceed one thousand five hundred dollars (\$1,500).

(4) Any member of a governing body who knowingly violates any provision of this chapter and who has previously admitted to committing or has been previously determined to have committed a violation pursuant to subsection (3) of this section within the twelve (12) months preceding this subsequent violation shall be subject to a civil penalty not to exceed two thousand five hundred dollars (\$2,500).

(5) The attorney general shall have the duty to enforce this chapter in relation to public agencies of state government, and the prosecuting attorneys of the various counties shall have the duty to enforce this act in relation to local public agencies within their respective jurisdictions. In the event that there is reason to believe that a violation of the provisions of this act has been committed by members of a board of county commissioners or, for any other reason a county prosecuting attorney is deemed disqualified from proceeding to enforce this act, the prosecuting attorney or board of county commissioners shall seek to have a special prosecutor appointed for that purpose as provided in section 31-2603, Idaho Code.

(6) Any person affected by a violation of the provisions of this chapter may commence a civil action in the magistrate division of the district court of the county in which the public agency ordinarily meets, for the purpose of requiring compliance with provisions of this act. No private action brought pursuant to this subsection shall result in the assessment of a civil penalty against any member of a public agency and there shall be no private right of action for damages arising out of any violation of the provisions of this chapter. Any suit brought for the purpose of having an action declared or determined to be null and void pursuant to subsection (1) of this section shall be commenced within thirty (30) days of the time of the decision or action that results, in whole or in part, from a meeting that failed to comply with the provisions of this act. Any other

suit brought under the provisions of this section shall be commenced within one hundred eighty (180) days of the time of the violation or alleged violation of the provisions of this act.

(7) [Curing a violation.]

(a) A violation may be cured by a public agency upon:

(i) The agency's self-recognition of a violation; or

(ii) Receipt by the secretary or clerk of the public agency of written notice of an alleged violation. A complaint filed and served upon the public agency may be substituted for other forms of written notice. Upon notice of an alleged open meeting violation, the governing body shall have fourteen (14) days to respond publicly and either acknowledge the open meeting violation and state an intent to cure the violation or state that the public agency has determined that no violation has occurred and that no cure is necessary. Failure to respond shall be treated as a denial of any violation for purposes of proceeding with any enforcement action.

(b) Following the public agency's acknowledgment of a violation pursuant to paragraph (a)(i) or (a)(ii) of this subsection, the public agency shall have fourteen (14) days to cure the violation by declaring that all actions taken at or resulting from the meeting in violation of this act void.

(c) All enforcement actions shall be stayed during the response and cure period but may recommence at the discretion of the complainant after the cure period has expired.

(d) A cure as provided in this section shall act as a bar to the imposition of the civil penalty provided in subsection (2) of this section. A cure of a violation as provided in subsection (7)(a)(i) of this section shall act as a bar to the imposition of any civil penalty provided in subsection (4) of this section.

**SUMMARY OF DECISIONS INTERPRETING THE IDAHO
OPEN MEETING STATUTE**

IDAHO ATTORNEY GENERAL'S OFFICE

REPORTED DECISIONS

1. Petersen v. Franklin County, 130 Idaho 176, 938 P.2d 1214 (1997) (actions that violate Open Meeting Law that are not challenged within the time limit established by Idaho Code § 67-2347(4) are not void).
2. Student Loan Fund of Idaho, Inc. v. Payette County, 125 Idaho 824, 875 P.2d 236 (Ct. App. 1994) (merely alleging violation of Open Meeting Law, without additionally alleging a specific “palpable injury,” is insufficient to confer standing).
3. Gardner v. Evans, 110 Idaho 925, 719 P.2d 1185 (1986) (an aggrieved party will not prevail in a claim for improper notice under the Open Meeting Law when they cannot demonstrate any disadvantage stemming from the deficient notice).
4. Nelson v. Boundary County, 109 Idaho 205, 706 P.2d 94 (Ct. App. 1985) (Open Meeting Law’s provisions authorizing executive sessions preempt Idaho Code § 31-713’s requirement that all meetings of county commissioners must be public).
5. Gardner v. School Dist. No. 55, 108 Idaho 434, 700 P.2d 56 (1985).
6. Baker v. Ind. School Dist. of Emmett, 107 Idaho 608, 691 P.2d 1223 (1984).
7. State v. City of Hailey, 102 Idaho 511, 633 P.2d 576 (1981).
8. Idaho Water Resources Board v. Kramer, 97 Idaho 535, 548 P.2d 35 (1976).
9. Nelson v. Boundary County, 109 Idaho 205, 706 P.2d 94 (Ct. App. 1985).
10. Idaho Historic Preservation Council v. City Council of Boise, 134 Idaho 651, 8 P.3d 646 (2000).

11. Farrell v. Lemhi County Board of Commissioners, 138 Idaho 378; 64 P.3d 304 (2002).
12. State v. Yzaguirre, 144 Idaho 471, 163 P.3d 1183 (2007).
13. Safe Air For Everyone v. Idaho State Dep't. of Agri., 145 Idaho 164, 177 P.3d 378 (2008).
14. City of McCall v. Buxton, 146 Idaho 656, 201 P.3d 629 (2009).
15. Idaho Press Club, Inc. v. State Legislature of the State, 142 Idaho 640, 132 P.3d 397 (2006).
16. Fox v. Estep, 118 Idaho 454, 797 P.2d 854 (1990).
17. Acheson v. Klauser, 139 Idaho 156, 75 P.3d 210 (Idaho Ct. App. 2003).
18. Noble v. Kootenai County ex rel. Kootenai County Bd. of Comm'rs, 148 Idaho 937, 231 P.3d 1034 (2010), reh'g denied (May 19, 2010).

UNREPORTED DECISIONS

(On File with the Office of Attorney General)

1. Coalition for Responsible Government v. Bonner County, First Judicial District, No. CV-97-00107 (1997)
2. State v. Thorne, et al.; Idaho Fourth Judicial District No. 3L-97763 (1994).
3. Playfair v. S. Lemhi Sch. Dist. 292 Bd. of Trustees, CIV. 09-375, 2010 WL 1138958 (D. Idaho Mar. 20, 2010).
4. Kline v. Power County Board of Commissioners, Idaho Sixth Judicial District No. CV-2011-0248 & CV-2011-0279 (2012).

ATTORNEY GENERAL'S OFFICE ANALYSES

1. Attorney General Opinion No. 08-3, 2008 Idaho Att'y Gen. Ann. Rpt. 42, 2008 WL 4360202.
2. Attorney General Opinion 85-9, 1985 Idaho Att'y Gen. Ann. Rpt. 50, (December 31, 1985) 1985 WL 167852.
3. Attorney General Opinion 89-7, 1989 Idaho Att'y Gen. Ann. Rpt. 61, 1989 WL 4084.

State of Idaho
Office of the Attorney General
OPEN MEETING LAW CHECKLIST
Regular Meetings

Meeting Date and Time: _____

Meeting Location: _____

[Idaho Code § 74-203(4) and (5)]

Before Meeting

- ☐ Meeting Notice posted 5 or more calendar days prior to the meeting date.
[Idaho Code § 74-204(1)]
- ☐ Agenda Notice posted at least 48 hours prior to the meeting.
[Idaho Code § 74-204(1)]
- ☐ Posting of Amended Agenda [Idaho Code § 74-204(4)]

During Meeting

- ☐ First: Any agenda amendments? [Idaho Code § 74-204(4)(b) and (c)]
- ☐ Secretary or other person appointed to take minutes.
[Idaho Code § 74-205(1)]

After Meeting

- ☐ Minutes available to the public within a reasonable time after the meeting.
[Idaho Code § 74-205(1)]

State of Idaho
Office of the Attorney General
OPEN MEETING LAW CHECKLIST
Special Meetings

Meeting Date and Time: _____

Meeting Location: _____

[Idaho Code § 74-203(4) and (5)]

Before Meeting

- ☐ Meeting and Agenda Notice posted **at least 24 hours** prior to the meeting.
[Idaho Code § 74-204(2)]
- ☐ Notification provided to the news media. [Idaho Code § 74-204(2)]
- ☐ Posting of Amended Agenda [Idaho Code § 74-204(4)]

During Meeting

- ☐ First: Any agenda amendments? [Idaho Code § 74-204(4)(b) and (c)]
- ☐ Secretary or other person appointed to take minutes.
[Idaho Code § 74-205(1)]

After Meeting

- ☐ Minutes available to the public within a reasonable time after the meeting.
[Idaho Code § 74-205(1)]

State of Idaho
Office of the Attorney General
OPEN MEETING LAW CHECKLIST
Executive Sessions

Session Date and Time: _____

Session Location: _____

[Idaho Code § 74-203(4) and (5)]

Executive Session Only

- ☐ Meeting and Agenda Notice posted **at least 24 hours** prior to the session.
[Idaho Code § 74-204(3)]
- ☐ Posting of Amended Agenda [Idaho Code § 74-204(4)]

Executive Session During Regular or Special Meeting

- ☐ Motion to enter Executive Session to discuss one of the exemptions listed in Idaho Code § 74-206.
- ☐ $\frac{2}{3}$ vote to enter Executive Session reflected in regular/special meeting minutes. [Idaho Code § 74-206(1)]

During Session

- ☐ First: Any agenda amendments? [Idaho Code § 74-204(4)(b) and (c)]
- ☐ Secretary or other person appointed to take minutes.
[Idaho Code § 74-205(1)]

After Session

- ☐ Minutes must reference statutory subsection authorizing executive session and identify purpose and topic of session. [Idaho Code § 74-205(2)]
- ☐ Minutes available to the public within a reasonable time after the meeting.
[Idaho Code § 74-205(1)]

>> **SAMPLE FORM** <<

Public Agency: _____, Idaho
(name of county, city, district, etc.)

Governing Body: _____
(i.e., "Board of County Commissioners", "City Council", etc.)

Meeting Date, Time and Location: _____

EXECUTIVE SESSION MOTION AND ORDER

_____ (print name), _____ (print title),
MOVES THAT THE BOARD, PURSUANT TO IDAHO CODE § 74-206, CONVENE
IN EXECUTIVE SESSION TO: (identify one or more of the following)

- ☐ Consider personnel matters [Idaho Code § 74-206(1)(a) & (b)]
- ☐ Deliberate regarding an acquisition of an interest in real property [Idaho Code § 74-206(1)(c)]
- ☐ Consider records that are exempt from public disclosure [Idaho Code § 74-206(1)(d)]
- ☐ Consider preliminary negotiations involving matters of trade or commerce in which this governing body is in competition with another governing body [Idaho Code § 74-206(1)(e)]
- ☐ Communicate with legal counsel regarding pending/imminently-likely litigation [Idaho Code § 74-206(1)(f)]
- ☐ Communicate with risk manager/insurer regarding pending/imminently-likely claims [Idaho Code § 74-206(1)(i)]

Purpose/Topic summary (required): _____
AND THE VOTE TO DO SO BY ROLL CALL.

CONVENE AT: _____ ADJOURN AT: _____

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
_____, Chair (print name)	_____	_____	_____
_____, Member (print name)	_____	_____	_____
_____, Member (print name)	_____	_____	_____

Clerk/Deputy Clerk: _____
(Signature)

>> **SAMPLE FORM** <<

Public Agency: _____, Idaho
(name of county, city, district, etc.)

Governing Body: _____
(i.e., "Board of County Commissioners", "City Council", etc.)

Meeting Date, Time and Location: _____

MOTION AND ORDER TO AMEND AGENDA

(less than 48 hours before regular meeting or 24 hours before special meeting)

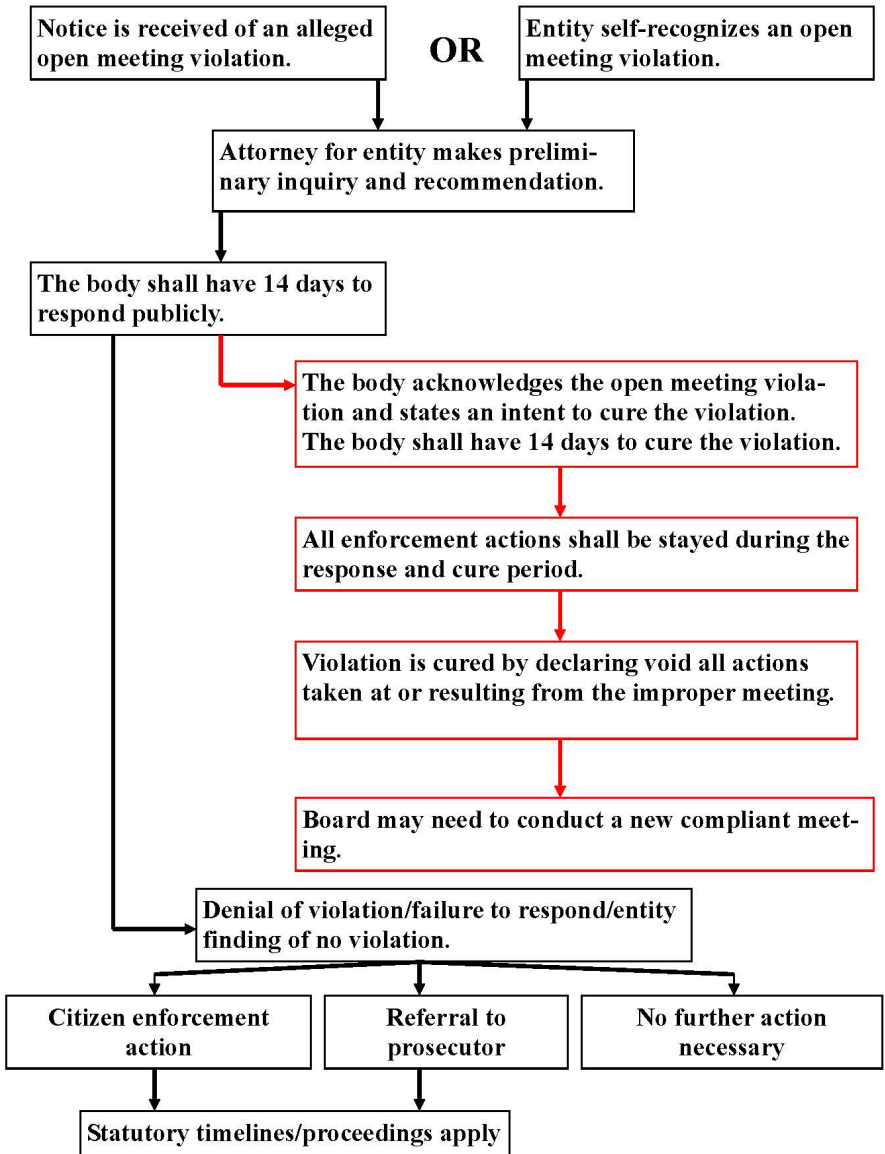
_____, (print name), _____ (print title),
MOVES THAT THIS GOVERNING BODY, PURSUANT TO IDAHO CODE § 74-204,
AMEND THE AGENDA FOR THIS MEETING AS FOLLOWS:

Good faith reason item not included in posted agenda (required):

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
_____, Chair (print name)	_____	_____	_____
_____, Member (print name)	_____	_____	_____
_____, Member (print name)	_____	_____	_____

Clerk/Deputy Clerk: _____
(Signature)

Curing Process – Idaho Code § 74-208(7)



Idaho Standards for Effective Principals

Domain 1--School Climate

An educational leader promotes the success of all students by advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development. An educational leader articulates and promotes high expectations for teaching and learning while responding to diverse community interest and needs.

- a. **School Culture**— Principal establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow's careers and life endeavors.
- b. **Communication**— Principal is proactive in communicating the vision and goals of the school or district, the plans for the future, and the successes and challenges to all stakeholders.
- c. **Advocacy**— Principal advocates for education, the district and school, teachers, parents, and students that engenders school support and involvement.

Domain 2--Collaborative Leadership

An educational leader promotes the success of all students by ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment. In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. He or she uses research and/or best practices in improving the education program.

- a. **Shared Leadership**— Principal fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth.
- b. **Priority Management**— Principal organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities.
- c. **Transparency**— Principal seeks input from stakeholders and takes all perspectives into consideration when making decisions.
- d. **Leadership Renewal**— Principal strives to continuously improve leadership skills through, professional development, self-reflection, and utilization of input from others.
- e. **Accountability**— Principal establishes high standards for professional, legal, ethical, and fiscal accountability self and others.

Domain 3--Instructional Leadership

An educational leader promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. He or she provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program.

- a. **Innovation**— Principal seeks and implements innovative and effective solutions that comply with general and special education law.
- b. **Instructional Vision**— Principal insures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn the subject.
- c. **High Expectations**— Principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being.
- d. **Continuous Improvement of Instruction**— Principal has proof of proficiency in assessing teacher performance based upon the Danielson Framework for Teaching. Aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision.
- e. **Evaluation**— Principal uses teacher evaluation and other formative feedback mechanisms to continuously improve teacher effectiveness.
- f. **Recruitment and Retention**— Principal recruits and maintains a high quality staff.



IDAHO PUBLIC CHARTER SCHOOL COMMISSION

DEVELOPING AN ETHICAL STANDARDS DOCUMENT

◆ ◆ ◆ ◆ ◆

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

Phone: (208) 332-1561
chartercommission.idaho.gov

Alan Reed, Chairman
Jenn Thompson, Director

UPDATED 2/05/2020

Elements of a Strong Charter Board Ethics Document

The following outline represents key topics that charter boards may consider including in their ethical standards document. Review the resources provided above to establish a document that aligns to your school's mission and vision and your board's philosophical beliefs. Charter school boards are encouraged to include additional sections or items at their discretion.

The information presented in this document is for informational purposes only and does not constitute legal advice. Please refer to the statute/rules directly, as they may change. Readers should consult with their own attorney for legal advice.

Introduction / Purpose

- State the purpose of the code of ethics and cite the applicable law

Commitments to Appropriate Governance Practices

- Respecting that board authority is with the board as a whole and not individual members
- Respecting that autonomy of the administrator in making daily operational decisions

Policy Development Expectations

- Board decisions on policies affecting the school will be made only after full discussion and opportunity for public comment at publicly held board meetings
- Board will periodically review and evaluate the effectiveness of policies based on the impact on school operations and performance and alignment with applicable laws, rules and regulations

Financial Responsibility Oversight Expectations

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

Board Member Conduct and/or Board Meetings

- Board business conducted at board meetings per bylaws and applicable laws
- Policy regarding acceptance of gifts (which can be outlined in the ethical standards document or separate and referenced)
- Commitment to respect whistleblower policy (which can be outlined in the ethical standards document or separate and referenced)
- Confidentiality of legally protected documents and information

Conflict of Interest

- Written conflict of interest policy with annual disclosures (which can be outlined in the ethical standards document or separate and referenced)

Board Minutes Sample

BOARD OF GOVERNORS
Idaho Collaborative Learning Partners
Minutes
of
REGULAR MEETING
Location: Teams Virtual Meeting
6 October 2021

Meeting Called to Order at: 2:56 PM

Voice Roll Call

Board Member	Present	Absent	Position
Sonja Howerton	X		Chair
Marjorie Scott	X		Member
Joe Shulleeta	X		Member

Adoption of Agenda

Board Member	Moved	Second	Aye	No	Abstain
Sonja Howerton			X		
Marjorie Scott	X		X		
Joe Shulleeta		X	X		

Public Speakers

Speakers to items for action are welcome. Speakers to items not on the agenda for action will be heard at the conclusion of the public input period. Each speaker is allowed a maximum of three minutes for his or her comments. Exceptions are made for items labeled “Public Hearing”.

No public Speakers

New Business for Action

1. Bylaws of Idaho Collaborative Learning Partners

Board Member	Moved	Second	Aye	No	Abstain
Sonja Howerton			X		
Marjorie Scott		X	X		
Joe Shulleeta	X		X		

Attached Bylaws

2. Approval of Invoices for Legal Services

Board Member	Moved	Second	Aye	No	Abstain
Sonja Howerton			X		
Marjorie Scott		X	X		
Joe Shulleeta	X		X		

Attached Invoices

3. Discussion of Idaho Commission Review

Review of roles and responsibilities of the Board and discussion on school oversight and staff evaluation per Idaho statute took place.

4. Motion for Adjournment

Board Member	Moved	Second	Aye	No	Abstain
Sonja Howerton			X		
Marjorie Scott		X	X		
Joe Shulleeta	X		X		

Meeting Adjourned at 3:44 PM

Certification of Minutes:

**BYLAWS
OF
THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC.**

The following **BYLAWS** are for the regulation and internal operations, except as otherwise provided by the statute and by its Articles of Incorporation, of **THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC.**, an Idaho Nonprofit Corporation.

I. MEMBERSHIP

The corporation has no members. The rights which would otherwise vest in the members vest in the directors of the corporation (hereinafter “Trustees”) of THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC. (hereinafter “ICLP” OR “Corporation”). Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Trustees.

II. BOARD OF TRUSTEES

A. Powers

The Board of Directors of the Nonprofit Corporation shall serve and be known as the Board of Trustees of the Nonprofit Corporation. The Board shall conduct or direct the affairs of the corporation and exercise its powers, in accordance with and subject to the limitations of the Chapter 52, Title 33, Idaho Code, and Idaho Nonprofit Corporation Act, 30-30-1. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board’s ultimate jurisdiction. Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

- to elect and remove Trustees
- to select and remove officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.
- to conduct, manage and control the affairs and activities of the corporation, and to make rules, regulations and policies.
- to enter into contracts, leases and other agreements which are, in the Board’s judgment, necessary or desirable in obtaining the purposes of promoting the interests of the corporation.

The Idaho Collaborative Learning Partners, Inc.

- to act as trustee under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust.
- to acquire real or personal property, in the name of the corporation, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.
- to borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.
- to indemnify and maintain insurance on behalf of any of its Trustees, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the Chapter 52, Title 33, Idaho Code and limitations noted in these Bylaws.

B. Number of Trustees

The number of Trustees of the corporation shall be not less than three (3) nor more than five (5). The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixed at three (3). The names of the three initial trustees are noted in the Articles of Incorporation.

C. Election of Trustees

1. Election. The Board shall elect the Trustees by a vote of a majority of the Trustees then in office, whether or not the number of trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee.
 - a. Candidates may be any person who in the Board's discretion it believes will serve the interests of the corporation faithfully and effectively
2. Terms of Office
 - a. The term of office of all members of the initial Board of Trustees shall be one year.
 - b. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one-, two-, and three- year terms. Following the expiration of those designated terms, the term of each Trustee shall continue for three years.
 - c. The term of office of a Trustee elected to fill a vacancy in these Bylaws begins on the date of the Trustee's election, and continues:

The Idaho Collaborative Learning Partners, Inc.

- (1) for the balance of the un-expired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or
- (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized.
- (3) a Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action.
- (4) a Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action.

D Removal of Trustees

The Board may remove a Trustee without cause as provided by the Idaho Nonprofit Corporation Act. The board may also remove any Trustee without cause who:

- has failed to attend two or more of the Board's Regular Meetings in any calendar year;
- has been declared of unsound mind by a final order of court;
- has been convicted of any felony;
- has been found by a final order or judgment of any court to have breached any duty imposed by the Idaho Nonprofit Corporation Act; or
- for such other good causes as the Board may determine.

E Resignation by Trustee

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Trustee may not resign without first giving notice to the Idaho Attorney General if the Trustee's resignation would leave the corporation without a duly elected Trustee in charge of its affairs.

F Vacancies

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee; upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

G Compensation of Trustees

Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting corporation business.

III. PRINCIPAL OFFICE

The corporation's initial principle office shall be at the registered office as noted in the Articles of Incorporation, or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principle office on the copy of the Bylaws maintained by the secretary.

IV. MEETINGS OF THE BOARD

A. Place of Meetings

Board Meetings shall be held at the corporation's principle office or at any other reasonably convenient place as the Board may designate and in compliance with the Idaho Open Meetings Law, Idaho Code §§ 74-201 through 74-208.

B. Annual Meetings

An Annual Meeting shall be held the first Tuesday in July of each year for the purpose of installing Trustees, making and receiving reports on corporate affairs, and transacting other business as comes before the meeting.

C. Regular Meetings

Regular Meetings shall be held the first Tuesday of each month at the principle office and shall be open to the public.

D. Special Meetings

Special Meetings can be held at any time, called by the Chair or by any two (2) Trustees and shall be open to the public.

E. Adjournment

A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place be fixed at the meeting adjourned, except if the meeting is adjourned for longer than 24 hours. Notice of the adjournment shall be given as specified in these Bylaws.

F. Notices

Notices of Board Meetings shall be given as follows:

Annual Meetings and Regular Meetings may be held without notice as noted in the Bylaws when the Board fixed the time and place of such meetings. Special Meetings shall be held upon four days' notice by first-class mail or 48 hours' notice delivered personally or by telephone, facsimile or e-mail. Notices will be deemed given when deposited in the United States mail, addressed to the recipient at the address shown for the recipient in the corporation's records, first-class postage prepaid; when personally delivered in writing to the

The Idaho Collaborative Learning Partners, Inc.

recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Trustee or to a person whom it is reasonably believed will communicate it promptly to the Trustee.

G. Waiver of Notice

Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement, of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting.

V. ACTIONS BY THE BOARD**A. Quorum**

A quorum consist of a majority of the fixed number of Trustees

B. Action by the Board

1. Actions Taken at Board Meetings. The actions taken and decisions made by a majority of the Trustees present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for the purposes of appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Trustees then in office is required by the Chapter 52, Title 33, Idaho Code or as set out in these Bylaws. The Board may continue to transact business at a meeting at which a quorum was originally present, even though Trustees withdraw, provided that any action taken is approved by at least a majority of the quorum required.
2. Board Meeting by Conference Telephone. Trustees may participate in a Board meeting through use of conference telephone or similar communication equipment, so long as all Trustees, participating in such meeting can hear one another. Participation in a meeting pursuant to this section constitutes presence in person at such meeting. All board meetings conducted by telephone conference call shall fully comply with the Idaho Open Meetings Law, Idaho Code §§ 74-201 through 74-208

C. Committees

1. Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Trustees. A Board Standing Committee will consist of at least two Trustees, who shall serve at the pleasure of the Board.
2. Authority of Board Committees. The Board may delegate to a Board committee any of the authority of the Board, except with respect to:
 - a. the filling of vacancies on the Board or any committee which has the authority of the Board.
 - b. the amendment or repeal of any Board resolution.

The Idaho Collaborative Learning Partners, Inc.

- c. the amendment or repeal of Bylaws or the adoption of new Bylaws.
 - d. the appointment of other committees of the Board, or the members of the committees.
 - e. the expenditure of corporate funds to support a nominee for Trustee.
 - f. the approval of any self-dealing transaction, as defined by Chapter 52, Title 33, Idaho Code.
3. Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner in which the proceedings of its committee are conducted, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings.

D. Standard of Care

- 1. Performance of Duties. Each Trustee shall perform all duties of a Trustee, including duties on any Board Committee, in good faith, in a manner the Trustee believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
- 2. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
 - a. one or more officers or employees of the corporation whom the Trustee believes to be reliable and competent in the matters presented;
 - b. legal counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or
 - c. a Board Committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.
- 3. Investments. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

E. Rights of Inspection

Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation, provided that such

The Idaho Collaborative Learning Partners, Inc.

inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law pursuant Chapter 3, title 9 Idaho Code, on disclosure of public records.

F. Participation in Voting

A quorum of the board consists of a majority of the Trustees in office immediately before a meeting begins. The action of the majority of the Trustees present at a meeting at which a quorum is present shall be the action of the Board. A majority of the committee members fixed and appointed by the Board shall constitute a quorum for the transaction of business at a meeting of such committee. The action of the majority of the committee members present at a meeting at which a quorum is present shall be the action of the committee.

G. Executive Sessions

Executive sessions may be held during any meeting after the presiding officer has identified the authorization under this act for the holding of such executive session pursuant Chapter 2, Title 74 Idaho Code. Every Trustee has a duty to maintain the confidentiality of all Board executive session deliberations, and discussions. Any Trustee violating this confidence may be removed from the Board. Moreover, the ICLP Faculty or Student Representative may be disciplined, including immediate dismissal, if Board executive session information is disclosed without the Chair's prior approval.

No executive session may be held for the purpose of taking any final action or making any final decision.

Labor negotiations may be conducted in executive session if either side requests closed meetings. Notwithstanding the provisions of section 74-204, Idaho Code, subsequent sessions of the negotiations may continue without further public notice.

VI. OFFICERS

- A. The Officers of the corporation consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Chief Financial Officer (hereinafter "Treasurer"). The corporation also may have such other officers as the Board deems advisable.

- 1. Chair. Subject to Board control, the Chair has general supervision, direction and control of the affairs of the corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.

The Idaho Collaborative Learning Partners, Inc.

2. Vice Chair. If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform other such duties as the Board may prescribe.
3. Secretary. The Secretary shall:
 - a. keep or cause to be kept, at the corporation's principle office, or such other place as the Board may direct a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings;
 - b. keep or cause to be kept a copy of the corporation's Articles of Incorporation and Bylaws, with amendments;
 - c. give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and
 - d. have such other powers and perform such other duties as the Board may prescribe.
4. Treasurer. The Treasurer shall:
 - e. keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements;
 - f. make the books of account available at all times for inspection by any Trustee;
 - g. deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates;
 - h. disburse or cause to be disbursed the corporation's funds as the Board directs;
 - i. render to the Chair and the Board, as requested but no less frequently than at the beginning of each quarter, an account of the corporation's financial transactions and financial condition;
 - j. prepare annual financial report and budget;
 - k. to cause to be made a full and complete audit of the financial statements of the school as required in section 67-450B, Idaho Code. The auditor shall be employed on a written contract. One (1) copy of the audit report shall be filed with the state department of education, after its acceptance by the board of trustees, but not later than October 15.
 - l. prepare any reports on financial issues required by an agreement on loans; and
 - m. have such other powers and perform such other duties as the Board may prescribe.

B. Election, Eligibility and Term of Office

1. Election. The Board shall elect the officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that

The Idaho Collaborative Learning Partners, Inc.

purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.

2. Eligibility. A Trustee may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair.
3. Term of Office. Each officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

C. Removal and Resignation

The Board may remove any officer, either with or without cause, at any time. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the corporation, the resignation taking effect on receipt of the notice or at a later date specified in the notice.

VII. NON-LIABILITY OF TRUSTEES

The Trustees shall not be personally liable for the corporation's debts, liabilities, or other obligations.

VIII. INDEMNIFICATION OF CORPORATE AGENTS

The corporation may, in accordance with section 30-30-626 of the Act, indemnify any Trustee, officer, or employee of the Corporation against expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party, or is threatened to be made a party, by reason of being or having been an officer, except in relation to matters as to which such person is judged to be liable for willful misconduct in the performance of such person's duties to the Corporation.

All officers and directors of the corporation shall comply with the general standards of conduct contained in Idaho Code § 30-30-623.

IX. INSURANCE FOR CORPORATE AGENTS

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Trustee, officer, employee or other agent of the corporation, against any liability other than for violating provisions of laws relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of the Idaho Charter Schools Act.

X. SELF-DEALING TRANSACTIONS

Except as may otherwise be provided by the Act or the Articles, no contract or other transaction between the Corporation and one or more of the Trustees or any other corporation, firm, association or entity in which a Trustee of the Corporation has an interest shall be voided of doing business with the corporation subject to the provisions section 33-5204 and 33-507 or other relevant sections of Idaho Code.

XI. OTHER PROVISIONS**A. Fiscal Year**

The fiscal year of the corporation begins on July 1st of each year and ends on June 30th of the following year.

B. Execution of Instruments

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the corporation. Such authority may be general or confined to specific instances.

Unless so authorized, no officer, agent, or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

C. Checks and Notes

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation may be signed by the Chair, Treasurer or ICLP Administrator.

D. Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Idaho Charter Schools Act and Idaho Nonprofit Corporation Act shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for conveniences for reference only and are not intended to limit or define the scope or effect of any provisions.

E. Conflict of Interest

Any Trustee, Officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure in writing of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist or can be reasonably construed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). Each of the trustees and the Board of Trustees shall at all times comply with the Ethics in

The Idaho Collaborative Learning Partners, Inc.

Government Act, Idaho Code sections 74-401 *et seq.* and shall comply with the General Standards for Directors, Idaho Code section 30-30-623. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest policies requiring:

- a. regular annual statements from Trustees, officers, key employees to disclose existing and potential conflict of interest; and
- b. corrective and disciplinary actions with respect to transgressions of such policies.

For the purpose of this section, a person shall be deemed to have an “interest” in a contract or other transaction if he or she, or a spouse is the party (or one of the parties) contracting or dealing with the corporation, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

F. Interpretation of Charter

Whenever any provisions of these Bylaws are in conflict with the provisions of the Charter, the provisions of these Bylaws control.

XII. AMENDMENT

A majority of trustees may adopt, amend or repeal these Bylaws at any regularly scheduled or special meeting of the Board with appropriate public notice as required herein.

The foregoing Bylaws were regularly adopted by the Board of Directors of THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC. at the meeting of the Board of Directors held on the 6th day of October, 2021.

DocuSigned by:

Sonya Howerton

13B7B9745DAB4A8

Chair of the Board

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of The Idaho Collaborative Learning Partners, Inc., a nonprofit public benefit corporation duly organized and existing under the laws of the State of Idaho, that the foregoing Bylaws of said corporation were duly and regularly adopted as such by the Board of Trustees of said corporation, whose Trustees are the only members of said corporation; and that the above and foregoing Bylaws are now in full force and effect

Secretary

TAB 1

Articles of Incorporation, Bylaws, Signatures And Mission Statement

Signatures of Qualified Electors

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

Mission Statement

The mission of The Idaho Collaborative Learning Partners is to provide K-12 students with an individualized education in an environment focused on achievement and peer interaction while rooted in rigor and innovation and supported through current instructional technology and technology-based experiences. Compelling inquiry-based learning will instill in all students an intellectual curiosity and a sense of their unique purpose and strengths. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity.

**BYLAWS
OF
THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC.**

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- to elect and remove Trustees
- to select and remove officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.
- to conduct, manage and control the affairs and activities of the corporation, and to make rules, regulations and policies.
- to enter into contracts, leases and other agreements which are, in the Board’s judgment, necessary or desirable in obtaining the purposes of promoting the interests of the corporation.

The Idaho Collaborative Learning Partners, Inc.

- to act as trustee under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust.
- to acquire real or personal property, in the name of the corporation, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.
- to borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.
- to indemnify and maintain insurance on behalf of any of its Trustees, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the Chapter 52, Title 33, Idaho Code and limitations noted in these Bylaws.

B. Number of Trustees

The number of Trustees of the corporation shall be not less than three (3) nor more than five (5). The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixed at three (3). The names of the three initial trustees are noted in the Articles of Incorporation.

C. Election of Trustees

1. Election. The Board shall elect the Trustees by a vote of a majority of the Trustees then in office, whether or not the number of trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee.
 - a. Candidates may be any person who in the Board's discretion it believes will serve the interests of the corporation faithfully and effectively
2. Terms of Office
 - a. The term of office of all members of the initial Board of Trustees shall be one year.
 - b. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one-, two-, and three- year terms. Following the expiration of those designated terms, the term of each Trustee shall continue for three years.
 - c. The term of office of a Trustee elected to fill a vacancy in these Bylaws begins on the date of the Trustee's election, and continues:

The Idaho Collaborative Learning Partners, Inc.

- (1) for the balance of the un-expired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or
- (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized.
- (3) a Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action.
- (4) a Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action.

D Removal of Trustees

The Board may remove a Trustee without cause as provided by the Idaho Nonprofit Corporation Act. The board may also remove any Trustee without cause who:

- has failed to attend two or more of the Board's Regular Meetings in any calendar year;
- has been declared of unsound mind by a final order of court;
- has been convicted of any felony;
- has been found by a final order or judgment of any court to have breached any duty imposed by the Idaho Nonprofit Corporation Act; or
- for such other good causes as the Board may determine.

E Resignation by Trustee

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Trustee may not resign without first giving notice to the Idaho Attorney General if the Trustee's resignation would leave the corporation without a duly elected Trustee in charge of its affairs.

F Vacancies

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee; upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

G Compensation of Trustees

Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting corporation business.

III. PRINCIPAL OFFICE

The corporation's initial principle office shall be at the registered office as noted in the Articles of Incorporation, or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principle office on the copy of the Bylaws maintained by the secretary.

IV. MEETINGS OF THE BOARD

A. Place of Meetings

Board Meetings shall be held at the corporation's principle office or at any other reasonably convenient place as the Board may designate and in compliance with the Idaho Open Meetings Law, Idaho Code §§ 74-201 through 74-208.

B. Annual Meetings

An Annual Meeting shall be held the first Tuesday in July of each year for the purpose of installing Trustees, making and receiving reports on corporate affairs, and transacting other business as comes before the meeting.

C. Regular Meetings

Regular Meetings shall be held the first Tuesday of each month at the principle office and shall be open to the public.

D. Special Meetings

Special Meetings can be held at any time, called by the Chair or by any two (2) Trustees and shall be open to the public.

E. Adjournment

A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place be fixed at the meeting adjourned, except if the meeting is adjourned for longer than 24 hours. Notice of the adjournment shall be given as specified in these Bylaws.

F. Notices

Notices of Board Meetings shall be given as follows:

Annual Meetings and Regular Meetings may be held without notice as noted in the Bylaws when the Board fixed the time and place of such meetings. Special Meetings shall be held upon four days' notice by first-class mail or 48 hours' notice delivered personally or by telephone, facsimile or e-mail. Notices will be deemed given when deposited in the United States mail, addressed to the recipient at the address shown for the recipient in the corporation's records, first-class postage prepaid; when personally delivered in writing to the

The Idaho Collaborative Learning Partners, Inc.

recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Trustee or to a person whom it is reasonably believed will communicate it promptly to the Trustee.

G. Waiver of Notice

Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement, of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting.

V. ACTIONS BY THE BOARD**A. Quorum**

A quorum consist of a majority of the fixed number of Trustees

B. Action by the Board

1. Actions Taken at Board Meetings. The actions taken and decisions made by a majority of the Trustees present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for the purposes of appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Trustees then in office is required by the Chapter 52, Title 33, Idaho Code or as set out in these Bylaws. The Board may continue to transact business at a meeting at which a quorum was originally present, even though Trustees withdraw, provided that any action taken is approved by at least a majority of the quorum required.
2. Board Meeting by Conference Telephone. Trustees may participate in a Board meeting through use of conference telephone or similar communication equipment, so long as all Trustees, participating in such meeting can hear one another. Participation in a meeting pursuant to this section constitutes presence in person at such meeting. All board meetings conducted by telephone conference call shall fully comply with the Idaho Open Meetings Law, Idaho Code §§ 74-201 through 74-208

C. Committees

1. Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Trustees. A Board Standing Committee will consist of at least two Trustees, who shall serve at the pleasure of the Board.
2. Authority of Board Committees. The Board may delegate to a Board committee any of the authority of the Board, except with respect to:
 - a. the filling of vacancies on the Board or any committee which has the authority of the Board.
 - b. the amendment or repeal of any Board resolution.

The Idaho Collaborative Learning Partners, Inc.

- c. the amendment or repeal of Bylaws or the adoption of new Bylaws.
 - d. the appointment of other committees of the Board, or the members of the committees.
 - e. the expenditure of corporate funds to support a nominee for Trustee.
 - f. the approval of any self-dealing transaction, as defined by Chapter 52, Title 33, Idaho Code.
3. Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner in which the proceedings of its committee are conducted, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings.

D. Standard of Care

- 1. Performance of Duties. Each Trustee shall perform all duties of a Trustee, including duties on any Board Committee, in good faith, in a manner the Trustee believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
- 2. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
 - a. one or more officers or employees of the corporation whom the Trustee believes to be reliable and competent in the matters presented;
 - b. legal counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or
 - c. a Board Committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.
- 3. Investments. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

E. Rights of Inspection

Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation, provided that such

The Idaho Collaborative Learning Partners, Inc.

inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law pursuant Chapter 3, title 9 Idaho Code, on disclosure of public records.

F. Participation in Voting

A quorum of the board consists of a majority of the Trustees in office immediately before a meeting begins. The action of the majority of the Trustees present at a meeting at which a quorum is present shall be the action of the Board. A majority of the committee members fixed and appointed by the Board shall constitute a quorum for the transaction of business at a meeting of such committee. The action of the majority of the committee members present at a meeting at which a quorum is present shall be the action of the committee.

G. Executive Sessions

Executive sessions may be held during any meeting after the presiding officer has identified the authorization under this act for the holding of such executive session pursuant Chapter 2, Title 74 Idaho Code. Every Trustee has a duty to maintain the confidentiality of all Board executive session deliberations, and discussions. Any Trustee violating this confidence may be removed from the Board. Moreover, the ICLP Faculty or Student Representative may be disciplined, including immediate dismissal, if Board executive session information is disclosed without the Chair's prior approval.

No executive session may be held for the purpose of taking any final action or making any final decision.

Labor negotiations may be conducted in executive session if either side requests closed meetings. Notwithstanding the provisions of section 74-204, Idaho Code, subsequent sessions of the negotiations may continue without further public notice.

VI. OFFICERS

- A. The Officers of the corporation consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Chief Financial Officer (hereinafter "Treasurer"). The corporation also may have such other officers as the Board deems advisable.

- 1. Chair. Subject to Board control, the Chair has general supervision, direction and control of the affairs of the corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.

The Idaho Collaborative Learning Partners, Inc.

2. Vice Chair. If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform other such duties as the Board may prescribe.
3. Secretary. The Secretary shall:
 - a. keep or cause to be kept, at the corporation's principle office, or such other place as the Board may direct a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings;
 - b. keep or cause to be kept a copy of the corporation's Articles of Incorporation and Bylaws, with amendments;
 - c. give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and
 - d. have such other powers and perform such other duties as the Board may prescribe.
4. Treasurer. The Treasurer shall:
 - e. keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements;
 - f. make the books of account available at all times for inspection by any Trustee;
 - g. deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates;
 - h. disburse or cause to be disbursed the corporation's funds as the Board directs;
 - i. render to the Chair and the Board, as requested but no less frequently than at the beginning of each quarter, an account of the corporation's financial transactions and financial condition;
 - j. prepare annual financial report and budget;
 - k. to cause to be made a full and complete audit of the financial statements of the school as required in section 67-450B, Idaho Code. The auditor shall be employed on a written contract. One (1) copy of the audit report shall be filed with the state department of education, after its acceptance by the board of trustees, but not later than October 15.
 - l. prepare any reports on financial issues required by an agreement on loans; and
 - m. have such other powers and perform such other duties as the Board may prescribe.

B. Election, Eligibility and Term of Office

1. Election. The Board shall elect the officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that

The Idaho Collaborative Learning Partners, Inc.

purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.

2. Eligibility. A Trustee may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair.
3. Term of Office. Each officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

C. Removal and Resignation

The Board may remove any officer, either with or without cause, at any time. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the corporation, the resignation taking effect on receipt of the notice or at a later date specified in the notice.

VII. NON-LIABILITY OF TRUSTEES

The Trustees shall not be personally liable for the corporation's debts, liabilities, or other obligations.

VIII. INDEMNIFICATION OF CORPORATE AGENTS

The corporation may, in accordance with section 30-30-626 of the Act, indemnify any Trustee, officer, or employee of the Corporation against expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party, or is threatened to be made a party, by reason of being or having been an officer, except in relation to matters as to which such person is judged to be liable for willful misconduct in the performance of such person's duties to the Corporation.

All officers and directors of the corporation shall comply with the general standards of conduct contained in Idaho Code § 30-30-623.

IX. INSURANCE FOR CORPORATE AGENTS

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Trustee, officer, employee or other agent of the corporation, against any liability other than for violating provisions of laws relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of the Idaho Charter Schools Act.

X. SELF-DEALING TRANSACTIONS

Except as may otherwise be provided by the Act or the Articles, no contract or other transaction between the Corporation and one or more of the Trustees or any other corporation, firm, association or entity in which a Trustee of the Corporation has an interest shall be voided of doing business with the corporation subject to the provisions section 33-5204 and 33-507 or other relevant sections of Idaho Code.

XI. OTHER PROVISIONS**A. Fiscal Year**

The fiscal year of the corporation begins on July 1st of each year and ends on June 30th of the following year.

B. Execution of Instruments

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the corporation. Such authority may be general or confined to specific instances.

Unless so authorized, no officer, agent, or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

C. Checks and Notes

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation may be signed by the Chair, Treasurer or ICLP Administrator.

D. Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Idaho Charter Schools Act and Idaho Nonprofit Corporation Act shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for conveniences for reference only and are not intended to limit or define the scope or effect of any provisions.

E. Conflict of Interest

Any Trustee, Officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure in writing of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist or can be reasonably construed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). Each of the trustees and the Board of Trustees shall at all times comply with the Ethics in

The Idaho Collaborative Learning Partners, Inc.

Government Act, Idaho Code sections 74-401 *et seq.* and shall comply with the General Standards for Directors, Idaho Code section 30-30-623. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest policies requiring:

- a. regular annual statements from Trustees, officers, key employees to disclose existing and potential conflict of interest; and
- b. corrective and disciplinary actions with respect to transgressions of such policies.

For the purpose of this section, a person shall be deemed to have an “interest” in a contract or other transaction if he or she, or a spouse is the party (or one of the parties) contracting or dealing with the corporation, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

F. Interpretation of Charter

Whenever any provisions of these Bylaws are in conflict with the provisions of the Charter, the provisions of these Bylaws control.

XII. *AMENDMENT*

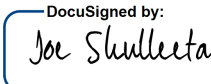
A majority of trustees may adopt, amend or repeal these Bylaws at any regularly scheduled or special meeting of the Board with appropriate public notice as required herein.

The foregoing Bylaws were regularly adopted by the Board of Directors of THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC. at the meeting of the Board of Directors held on the 6th day of October, 2021.

Chair of the Board

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of The Idaho Collaborative Learning Partners, Inc., a nonprofit public benefit corporation duly organized and existing under the laws of the State of Idaho, that the foregoing Bylaws of said corporation were duly and regularly adopted as such by the Board of Trustees of said corporation, whose Trustees are the only members of said corporation; and that the above and foregoing Bylaws are now in full force and effect

DocuSigned by:

D7F7814BF77146D...

Secretary

The Idaho Collaborative Learning Partners, Inc.

TAB 1

Articles of Incorporation, Bylaws, Signatures And Mission Statement

Signatures of Qualified Electors

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

Mission Statement

The mission of The Idaho Collaborative Learning Partners is to provide K-12 students with an individualized education in an environment focused on achievement and peer interaction while rooted in rigor and innovation and supported through current instructional technology and technology-based experiences. Compelling inquiry-based learning will instill in all students an intellectual curiosity and a sense of their unique purpose and strengths. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity.



455 E Danika Ln
Garden City, ID 83714-2039
(208) 914-5137
lyndonlegal@gmail.com

INVOICE

INVOICE DATE: October 1, 2021
DUE DATE: October 31, 2021
INVOICE #: 147

The Idaho Collaborative Learning Partners, Inc.
455 E Danika Ln
Garden City, ID 83714-2039
208-525-4400

DESCRIPTION	HOURS	RATE	AMOUNT
8/9: Drafted Bylaws; provided Articles of Incorporation	1.00	\$215.00	\$ 215.00
8/9: Drafted email to Board re Application Documents	0.20	\$215.00	\$ 43.00
8/24: Reviewed 23 page EPSA w/ comments	2.20	\$215.00	\$ 473.00
8/30: Telephone call w/ Accel and J. Konantz re EPSA	0.20	\$215.00	\$ 43.00
9/1: Telephone call w/ ACCEL Counsel re EPSA	1.00	\$215.00	\$ 215.00
9/1: Revised EPSA w/ D. Feldman	0.40	\$215.00	\$ 86.00
9/1: Final review of EPSA	0.30	\$215.00	\$ 64.50
9/1: Telephone call w/ J. Konantz (2x) re submission	0.20	\$215.00	NC
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL			\$ 1,139.50
OTHER			
TOTAL			\$ 1,139.50

Approved for
payment:

DocuSigned by:
Sonya Howerton 10/7/2021
13B7B9745DAB4A8...

Make all checks payable to Nguyen Law, PLLC or Lyndon Nguyen.

THANK YOU!

Supplemental ESP Performance Information

Florida VIP Application – Accel Online East – Student Performance and Program Accountability

State Administered Summative Assessments

Several states either waived or did not report their student, educator, and school performance requirements and accountability grades over the last two years due to the COVID-19 pandemic. As a result, no current Accel Online East partner schools have accountability reports for the last two years.

In-Year Grade K-8 Math/ELA Academic Growth Results for the 2020-21 SY

On the following pages, are the summary iReady results for our combined partner schools in Ohio and Michigan for the 2020-21 school year for students in grades K-8 in Math and Reading.

Course Completion and Course Promotion Rates

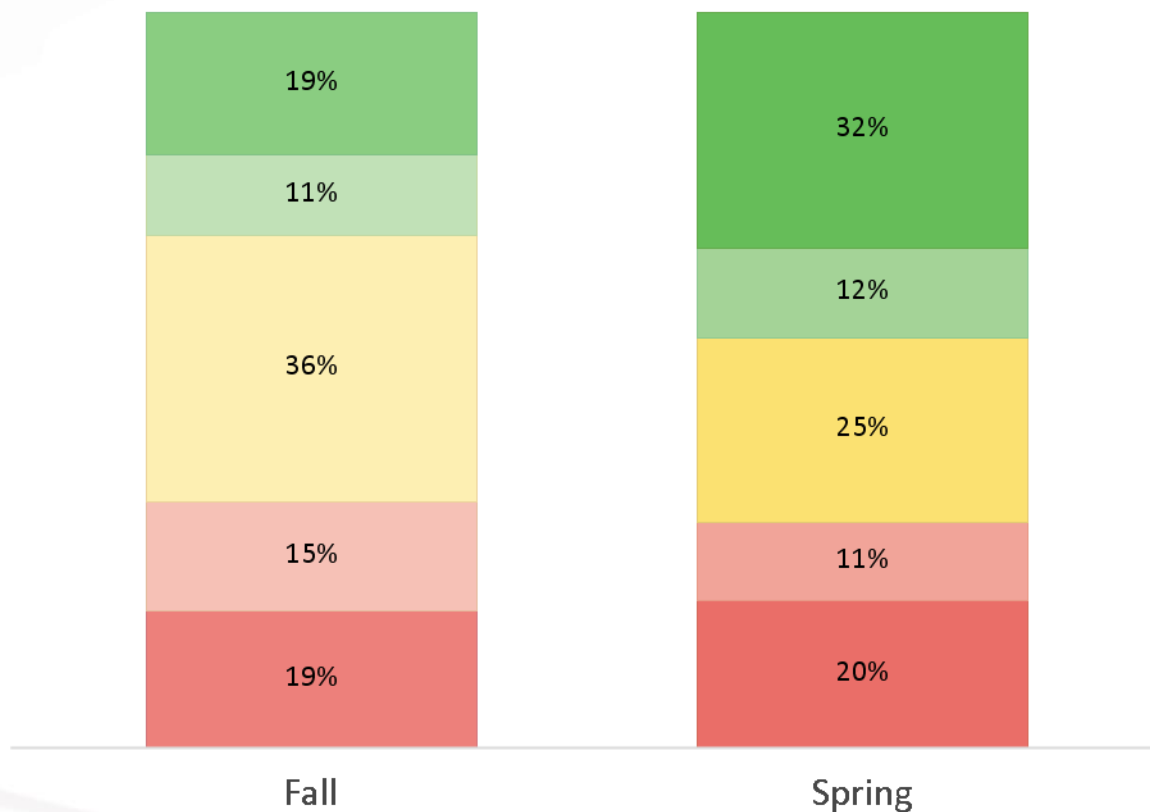
Course completion and passing rates for current Accel partner schools are also included on the following pages. The chart includes Full Academic Year (FAY) students over the last two school years, 2019-20 and 2020-21

Short Cycle Assessment Learning Gains for our Ohio Partner School

Accel's Ohio partner school, Alternative Education Academy (OHDELA), calls their short cycle assessments "Dashes". We have included a summary DELA Dash Infographic for the 2019-2020 school year, which shows overall improvement from the initial test to the retake. For the retake, only students who were not proficient on the initial test participated in those retakes with the chance to improve their scores. These students were provided with targeted interventions during the period between the initial and retake.

How Have Relative Placements Changed From Fall to Spring?

Placement Distribution, Fall 20-21 to Spring 20-21



N = 1,874

Mid On-Grade or Above

Students who have met the minimum requirements for the expectations of college- and career-ready standards in their grade level.

Early On-Grade

Students who have only partially met these grade-level expectations.

1 Grade Below

Students placed one year below grade level.

2 Grades Below

Students placed two years below grade level.

3+ Grades Below

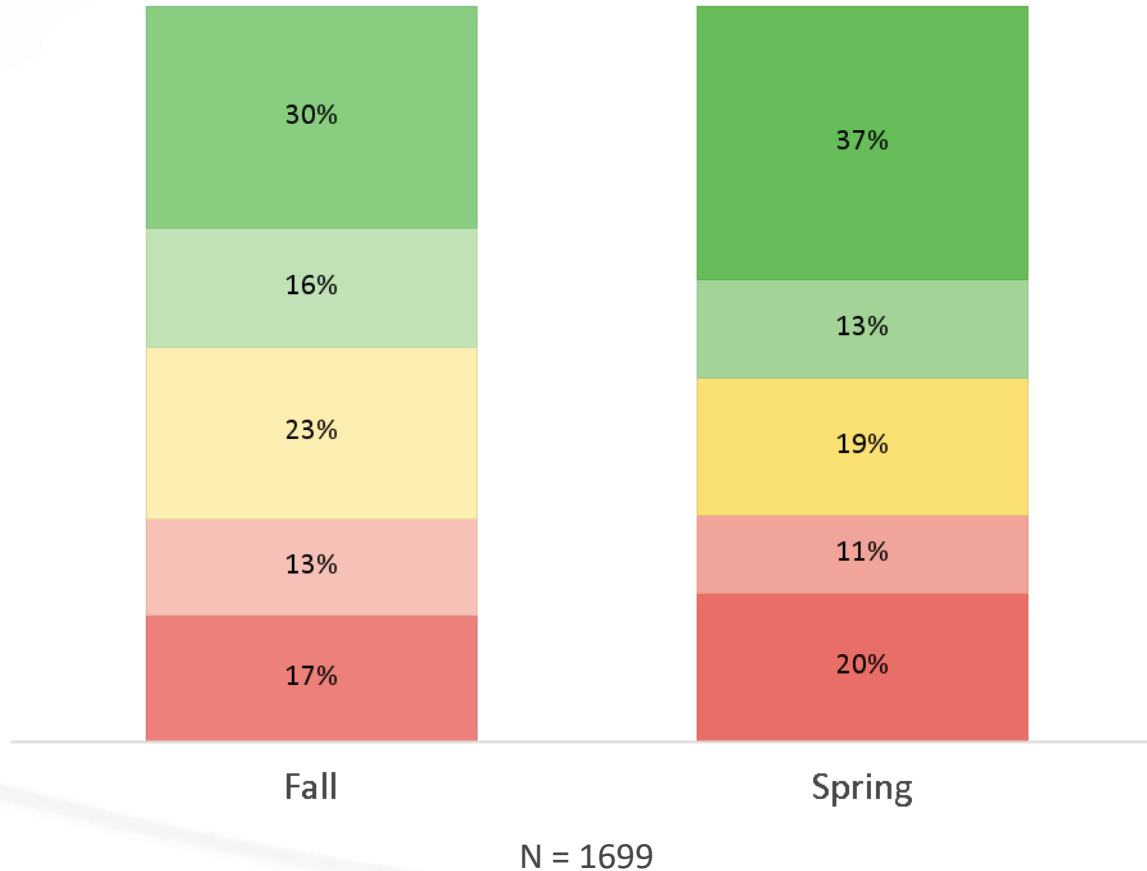
Students placed three or more years below grade level.

i-Ready's placements are an indication of what students are expected to know at each grade level. The mid on-grade placement refers to students who may be considered proficient for their grade.

This is a longitudinal analysis.

How Have Relative Placements Changed From Fall to Spring?

Placement Distribution, Fall 20-21 to Spring 20-21



Mid On-Grade or Above

Students who have met the minimum requirements for the expectations of college- and career-ready standards in their grade level.

Early On-Grade

Students who have only partially met these grade-level expectations.

1 Grade Below

Students placed one year below grade level.

2 Grades Below

Students placed two years below grade level.

3+ Grades Below

Students placed three or more years below grade level.

i-Ready's placements are an indication of what students are expected to know at each grade level. The mid on-grade placement refers to students who may be considered proficient for their grade.

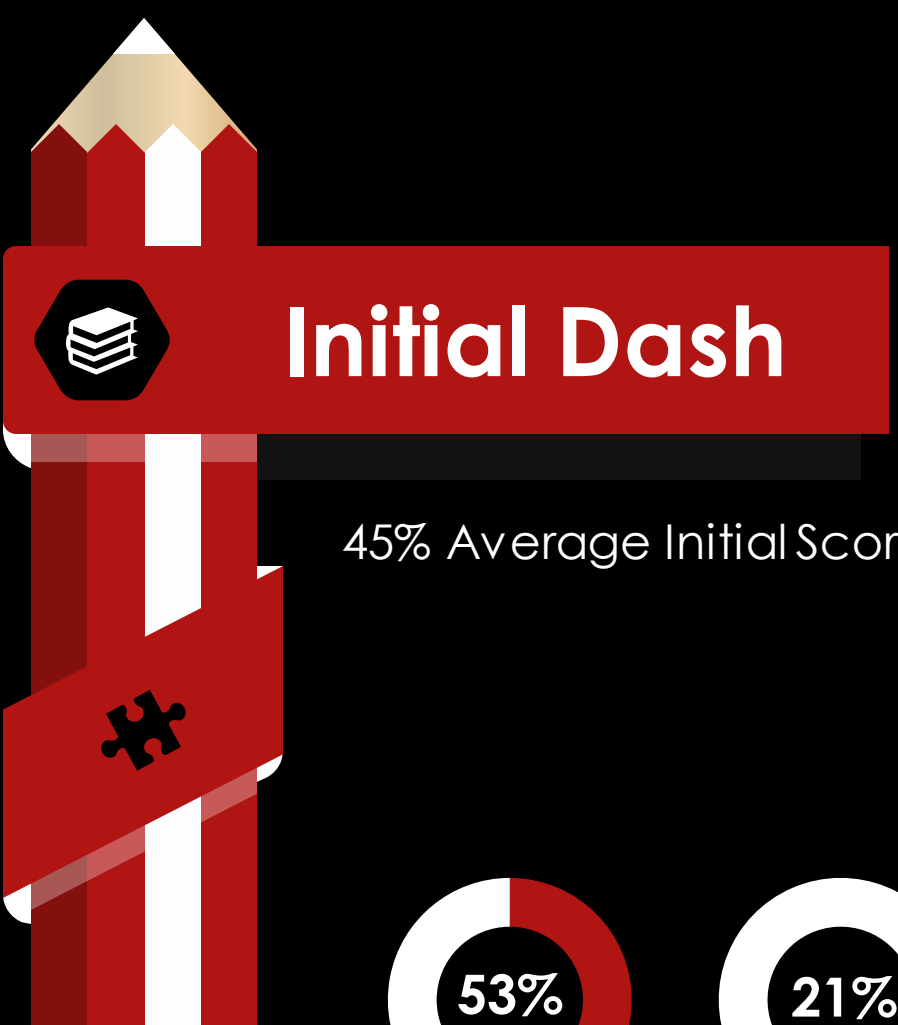
This is a longitudinal analysis.

STUDENT COMPLETION AND PROMOTION RATES

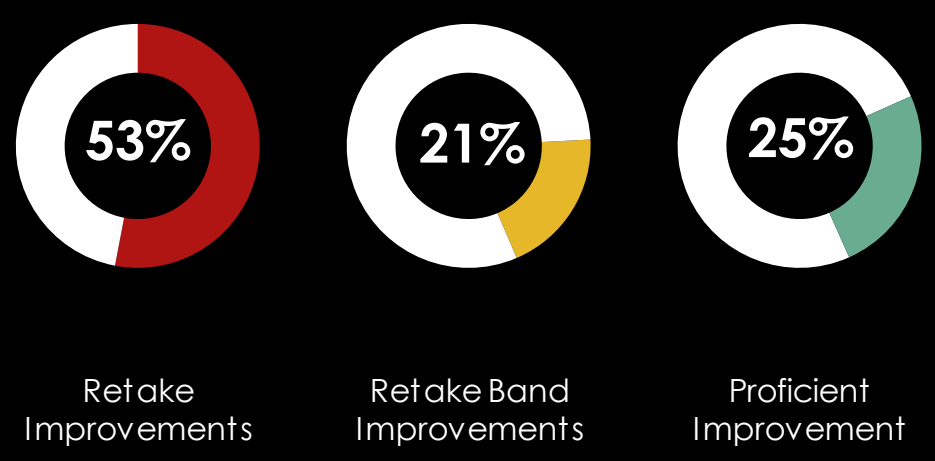
Course completion and passing rates for current Accel partner schools are found in the table below. They include Full Academic Year (FAY) students over the last two school years, 2019-20 and 2020-21.

Population	Total Courses Attempted	Count Successful Completions	Percent Successful Completion
K	1512	1306	86%
1	1478	981	66%
2	1319	998	76%
3	1721	1313	76%
4	1701	964	57%
5	1848	1150	62%
6	2426	1664	69%
7	3409	1876	55%
8	3328	1922	58%
9	5932	3062	52%
10	3178	2134	67%
11	3936	2817	72%
12	441	230	52%
IEP	5456	3250	60%
No IEP	26773	17167	64%
504	1416	752	53%
No 504	30813	19665	64%
ELL	334	185	55%
Not ELL	31895	20232	63%
FRL - Qualifies	19194	11413	59%
FRL - Does not qualify	13035	9004	69%
Female	17297	11067	64%
Male	14932	9350	63%
Black/African American	7682	4506	59%
Asian	290	214	74%
Hispanic	1432	872	61%
Multiple Races/Other	1956	1362	70%
American Indian or Alaskan Native	368	232	63%
Other	113	45	40%
Native Hawaiian or Other Pacific Islander	99	41	41%
White	20289	13145	65%
TOTAL	32229	20417	63%


15,421 Tests
Initial tests taken



Summary **Dela Dash**



Retake

6,602 Retakes

45% Average Retake Score*

Retake tests taken

25%
Overall
Proficiency
Rate

Proficiency

2849 Proficient Tests

*Initial proficient students are not retested

Idaho Course Alignment Summary

Course	Alignment Type
Kindergarten ELA	Idaho aligned
Kindergarten Math	Idaho aligned
Kindergarten Science	Idaho aligned
Kindergarten Social Studies	Idaho aligned
1st Grade ELA	Idaho aligned
1st Grade Math	Idaho aligned
1st Grade Science	Idaho aligned
1st Grade Social Studies	Idaho aligned
2nd Grade ELA	Idaho aligned
2nd Grade Math	Idaho aligned
2nd Grade Science	Idaho aligned
2nd Grade Social Studies	Idaho aligned
3rd Grade ELA	Idaho aligned
3rd Grade Math	Idaho aligned
3rd Grade Science	Idaho aligned
3rd Grade Social Studies	Idaho aligned
4th Grade ELA	Idaho aligned
4th Grade Math	Idaho aligned
4th Grade Science	Idaho aligned
4th Grade Social Studies	Idaho aligned
5th Grade ELA	Idaho aligned
5th Grade Math	Idaho aligned
5th Grade Science	Idaho aligned
5th Grade Social Studies	Idaho aligned

Course	Alignment Type
6th Grade ELA	Common Core aligned
6th Grade Math	Common Core aligned
6th Grade Science	NGSS aligned
6th Grade Social Studies	Representative Sample - California Aligned
7th Grade ELA	Common Core aligned
7th Grade Math	Common Core aligned
7th Grade Science	NGSS aligned
7th Grade Social Studies	Representative Sample - California Aligned
8th Grade ELA	Common Core aligned
8th Grade Math	Common Core aligned
8th Grade Science	NGSS aligned
8th Grade Social Studies	Representative Sample - California Aligned
English I	Common Core aligned
English II	Common Core aligned
English III	Common Core aligned
English IV	Common Core aligned
Algebra I	Common Core aligned
Geometry	Common Core aligned
Algebra II	Common Core aligned
Biology	NGSS aligned
Chemistry	NGSS aligned
Physical Science	NGSS aligned
Environmental Science	NGSS aligned
US History	Representative Sample - California Aligned
Government	Representative Sample - California Aligned
Economics	Representative Sample - California Aligned
World History	Representative Sample - California Aligned

Course	Alignment Type
Agriscience	National Objectives
American Sign Language 1	National Objectives
American Sign Language 2	National Objectives
Anthropology	National Objectives
Applied Engineering	National Objectives
Art in World Cultures	National Objectives
Business Law	National Objectives
Concepts of Engineering and Technology	National Objectives
Culinary Arts	National Objectives
Early Childhood Education	National Objectives
History of the Holocaust	National Objectives
Learning in a Digital World	National Objectives
Middle School 2D Studio Art	National Objectives
Middle School Coding	National Objectives
Music Appreciation	National Objectives
Nutrition and Wellness	National Objectives
Sociology	National Objectives
Sports and Entertainment Marketing	National Objectives
Theater, Cinema and Film	National Objectives
Veterinary Science	National Objectives
French 1	ACTFL
French 2	ACTFL

Curriculum Syllabus

□ Course Syllabus

What you will learn in this course



LEARNING IN A DIGITAL WORLD: DIGITAL CITIZENSHIP

The digital world seems to change every day, and touch more of our lives. We use technology to communicate with friends and family, find neverending entertainment options, follow our favorite sports teams and fashion trends, and do our school work. In *Learning in a Digital World* you will get the tools to navigate this exciting and always changing world. Learn about real-world issues and how to solve real-world problems through interactive and hands-on assignments. Discover what it means to be a responsible digital citizen, expand your digital literacy, and become a successful online student. Consider the best ways to find, create, and share information, learn to maximize information and communication technologies, and explore digital content creation, from emails and blogs to social media, videos, and podcasts.

Unit 1: Digital Citizenship

It's no secret that technology is continually growing and changing. We live in a world fueled by digital media. In fact, many of us have technology constantly with us at all times, whether we have a cell phone on us, wear a smartwatch, or carry a tablet around. Our growing world of innovation is an exciting thing! Technology is not just for our personal enjoyment. Digital technology can help us advance our knowledge, skills, and overall well-being. But, how do we use technology to effectively promote our growth? How can we find success online? We have all been given a great opportunity with the amount of technology that surrounds us. Let's dive in and see how we can successfully use technology to learn, grow, and take full advantage of all that the digital world can teach us.

What will you learn in this unit?

- ♦ Describe what it means to be a digital citizen
- ♦ Discover areas where you leave a digital footprint
- ♦ Discuss the importance of independence in online learning
- ♦ Explain how to approach an online course

UNIT 1 Assignments	
Assignment	Type
Unit 1 Text Questions	Homework
Unit 1 Lab	Homework
Unit 1 Activity	Homework
Unit 1 Discussion 1	Discussion
Unit 1 Discussion 2	Discussion
Unit 1 Quiz	Discussion

Unit 2: Online Safety

Do you know how to spot a threat online? Are you familiar with some of the dangers that come with being in the digital world? Also, have you ever thought about who you are online? What does the way you portray yourself online say about you? Would your friends and family be able to connect your virtual presence with your actual self? If you're not sure, don't worry! We will explore all of these questions in this unit. We'll learn how to be on the defensive when it comes

to online safety, we'll discover who we really are online, and we'll determine if that's someone we truly are and really want to be.

What will you learn in this unit?

- ♦ Explain how to use the internet safely
- ♦ Describe ways to spot a possible online threat
- ♦ Evaluate your online identity
- ♦ Identify ways to improve your online presence

UNIT 2 Assignments	
Assignment	Type
Unit 2 Text Questions	Homework
Unit 2 Lab	Homework
Unit 2 Activity	Homework
Unit 2 Discussion 1	Discussion
Unit 2 Discussion 2	Discussion
Unit 2 Quiz	Discussion

Unit 3: Communication and Collaboration

How do you keep in contact with your family and friends? Do you call them on the phone? Do you video chat with them to be able to see their reactions? Do you send them a text message with the emoji that best matches your current mood? Communication has come a long way from the days of having to send letters through the post office. The digital world has introduced so many different ways to be able to communicate with others all around the world. Let's take a look at some of the ways in which we can digitally communicate and how we can use those tools to improve our online learning experiences.

What will you learn in this unit?

- ♦ Discuss different tools that enable online communication and collaboration
- ♦ Explain how to set up a successful video call
- ♦ Discuss how to effectively communicate with teachers and peers online
- ♦ Describe proper online etiquette

UNIT 3 Assignments	
Assignment	Type
Unit 3 Text Questions	Homework
Unit 3 Lab	Homework
Unit 3 Activity	Homework
Unit 3 Discussion 1	Discussion
Unit 3 Discussion 2	Discussion
Unit 3 Quiz	Discussion

Unit 4: Digital Literacy

Digital literacy is being able to find, evaluate, utilize, share, and create online content using different types of technology and the internet itself. So, while being a digital citizen is who we *are* online, digital literacy is the knowledge of what we *do* online. It's knowing how to successfully use all aspects of the internet to the best of our ability. As a student, being able to apply all aspects of digital literacy will help us to be the best students we can be. Throughout this course, we have already discussed several parts of digital literacy, such as writing emails and messages, using video calls, and staying safe online. Let's now discuss some of the areas we haven't touched on yet, including focusing on researching and discovering information on our own online.

What will you learn in this unit?

- ♦ Define digital literacy
- ♦ Describe the different steps of the research process
- ♦ Navigate through each step of the research process
- ♦ Discover how to find credible information online

UNIT 4 Assignments	
Assignment	Type

Unit 4 Text Questions	Homework
Unit 4 Lab	Homework
Unit 4 Activity	Homework
Unit 4 Discussion 1	Discussion
Unit 4 Discussion 2	Discussion
Unit 4 Quiz	Discussion

Learning in a Digital World Midterm Exam

- ♦ Review information acquired and mastered from this course up to this point.
- ♦ Take a course exam based on material from the first four units in this course (Note: You will be able to open this exam only one time.)

MIDTERM Assignments	
Assignment	Type
Midterm Exam	Exam
Midterm Discussion	Discussion

Unit 5: Study Skills

Learning in a digital world gives you many freedoms. You have the ability to learn from anywhere, do your work on your own time, and learn and take notes however you want. But, with all of this independence comes responsibility. To be a successful online student, you are going to want to come up with a plan on how to tackle all of these freedoms. This unit is full of tips and tricks on how to plan out your learning life so that you can be an efficient and successful student.

What will you learn in this unit?

- ♦ Find and create a designated study space that will help you to create better study habits
- ♦ Discuss how to get organized and manage your time wisely
- ♦ Discover how to take better notes, as well as online tools which will help improve your notetaking
- ♦ Describe different ways to prepare for tests and quizzes

UNIT 5 Assignments

Assignment	Type
Unit 5 Text Questions	Homework
Unit 5 Lab	Homework
Unit 5 Activity	Homework
Unit 5 Discussion 1	Discussion
Unit 5 Discussion 2	Discussion
Unit 5 Quiz	Discussion

Unit 6: Content & Copyright

As we continue to grow as digital citizens, it's time to focus in on one of the Ps we talked about earlier—permission, and all the rules that come along with online content. It's easy to see something you like online, copy it, and present it as your own. But just because it's easy to do, it doesn't make it right. With all of the content that is out there in the digital world, it's hard not to be inspired by something you see and want to use it for your own purpose. So where is the line telling us what is OK to use and what isn't OK? Let's start to explore the rules surrounding online content and how we can apply those rules to content that we create.

What will you learn in this unit?

- Describe what the copyright law entails
- Explain how you can apply fair use to the information you want to use
- Describe the different types of Creative Commons licenses that are available
- Define remixing and explore copyright issues related to remixing content

UNIT 6 Assignments

Assignment	Type
Unit 6 Text Questions	Homework
Unit 6 Lab	Homework

Unit 6 Activity	Homework
Unit 6 Discussion 1	Discussion
Unit 6 Discussion 2	Discussion
Unit 6 Quiz	Discussion

Unit 7: Your Learning Process

Learning and taking in information isn't a cookie-cutter, one size fits all type of skillset. Just as every person is different so is the way they learn. As an online student, you take most of the control in participating and going through your studies, so you should also take control in how you take in and process that information. It's time to fine-tune your study skills and habits and find purpose in what you're learning so you can take your education to the next level.

What will you learn in this unit?

- ♦ Define study agency and take control in where, when, what, and how you learn
- ♦ Describe ways to connect with what you are learning
- ♦ Discover different learning styles that can guide you to how you learn best
- ♦ Identify your own learning style

UNIT 7 Assignments	
Assignment	Type
Unit 7 Text Questions	Homework
Unit 7 Lab	Homework
Unit 7 Activity	Homework
Unit 7 Discussion 1	Discussion
Unit 7 Discussion 2	Discussion
Unit 7 Quiz	Discussion

Unit 8: Digital Well-being

It's time to move on to the last piece of the puzzle in learning in a digital world. Together we've put together the parts of how to be a successful online student. We discussed all the ways in

which we can work with the elements that surround us. We’ve talked about different technologies, work spaces, and online exploration, yet we didn’t discuss the element which is us. We still need to discuss how to take care of ourselves, so that we are able to perform academically. Let’s discuss how to keep ourselves motivated throughout this whole online learning process. Then, we will come together and see how everything we learned, and how every piece of the puzzle, will help us to not only be successful digital learners now but how it will stay with us as we head out into our lives beyond this course.

What will you learn in this unit?

- Describe how to improve on everyday life tasks to keep you in tip-top study shape
- Explain the importance of proper study breaks
- Discover ways to stay motivated throughout an online course
- Describe how the skills in this course can apply throughout your life

UNIT 8 Assignments	
Assignment	Type
Unit 8 Text Questions	Homework
Unit 8 Lab	Homework
Unit 8 Activity	Homework
Unit 8 Discussion 1	Discussion
Unit 8 Discussion 2	Discussion
Unit 8 Quiz	Discussion

Learning in a Digital World Final Exam

- Review information acquired and mastered from this course up to this point.
- Take a course exam based on material from units five to eight in this course – the last four units. (Note: You will be able to open this exam only one time.)

FINAL Assignments	

Assignment	Type
Final Exam	Exam
Class Reflection Discussion	Discussion


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FW: Briefing Deck for 12/9/21

Kolts, Rachel <Rachel.Kolts@ag.idaho.gov>

Wed 12/8/2021 5:57 PM

To: Jenn Thompson <Jenn.Thompson@osbe.idaho.gov>

 1 attachments (1 MB)

v3 Final Draft Idaho Commission Response_SS.pdf;

[Get Outlook for iOS](#)

From: Kate Haas <kate@kestrelwest.com>**Sent:** Wednesday, December 8, 2021 10:04 AM**To:** Quinn, Wanda (wquinn@uidaho.edu)**Cc:** John Foster**Subject:** Fwd: Briefing Deck for 12/9/21

Wanda,

I'm a lobbyist in Boise, and we've spoken in the past. My business partner John and I were recently engaged by an ESP that is working with an applicant for a virtual charter school. Their petition is up on Thursday morning, and there is some information that is not captured in the materials that have been provided to the Commission to date. Given that, I wanted to share the attached deck with you. It covers a few key data points that were missed in the staff review or have changed since the original application.

- Most notably, the data surrounding the school used as the comparison is incomplete. Staff reviewed the 2017 & 2018 school years. The Commission in OH asked the ESP to intervene and do a "turnaround" on a failing school, and they agreed. That was in summer 2018. Using performance data from before they took over is simply inaccurate. And the data from the months immediately following the takeover is incomplete. Later school years, after the transition was complete, show that the authorized is satisfied with the performance. Additionally, in context, the OH school in question outperforms schools operated by ESPs with schools in Idaho.

- It is also significant that the nonprofit ICLP Board has changed since the time of the interviews. Board capacity was a concern, and the two new board members should resolve that concern. As I understand it, they are both experienced and understand what is involved in governance here.

- The students who the ICLP would target are at-risk students who are chronically absent. Data shows that Idaho has thousands of those students. The ICLP is proposing a maximum enrollment of 2,000 students, which is a small percentage of the students within that population.

- The staff review seems to assume that there isn't sufficient demand simply because the state has other virtual learning options. That's a leap of logic that goes too far and is contradicted by the number of districts that are standing up their own virtual learning options. If there wasn't demand, districts wouldn't be going down that road. But those schools are generally very limited, with students in the district being the ones who can attend. Parents and students should have as much choice as possible, and that means allowing virtual charters to be in the mix.

- Finally, the contract between the board and the ESP is yet to be negotiated. From the ESP perspective, they are very open to what the contract needs to look like. What was submitted with the petition was a template, not a final product. I do not think that the state has the authority to get in the middle of such a

contract, but I do know that the ESP is very willing to engage in whatever conversation is necessary so that the Commission is satisfied that they are being good stewards of taxpayer dollars.

I recognize that we are coming into this a bit late and really appreciate your consideration and for your service to Idaho kids! John and I are looking forward to working with you and to getting to see you in person.

Best,
Kate

--

Kate Haas
Kestrel West
202.256.2613
kate@kestrelwest.com



Idaho Collaborative Learning Partners LLC

Application for Statewide Charter School Commencing Operation July 1, 2022

Idaho Collaborative Learning Partners (ICLP)

- Non-profit Corporation Registered with the Secretary of State in Idaho.
- Sole purpose is to develop, manage, and operate public charter schools in Idaho.
- Mission:
 - The mission of Virtual Preparatory Academy of Idaho is to provide K-12 students with an individualized education in an environment focused on achievement and peer interaction while rooted in rigor and innovation and supported through current instructional technology and technology-based experiences. Compelling inquiry-based learning will instill in all students an intellectual curiosity and a sense of their unique purpose and strengths. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity.

- **Targeted Service Population:**

- Students who are underserved and at-risk due to chronic absenteeism.
- Students who are chronically absent located anywhere in the state of Idaho.

- **Enrollment Pattern:**

- Maximum Enrollment Cap 2,000 students
- Enrollment year 1: Grades K-10 = 500 students
- Enrollment year 2: Grades K-11 = 750 students
- Enrollment year 3: Grades K-12 = 1,000 students
- Enrollment year 4: Grades K-12 = 1,500 students
- Enrollment year 5: Grades K-12 = 2,000 students

Commission Staff

The Idaho Collaborative Learning Partners extends its appreciation to Jenn Thompson and Jared Dawson for their review and their opinions expressed in the final review of the Virtual Preparatory Academy of Idaho application for charter status being considered by the Commissioners today.

Educational Program

Commission staff stated: “All teachers, administrators, and non-certificated personnel are proposed to be employees of the ESP.”

- Teachers and student facing staff will be employees of the ICLP and the Head of School and other back-office support will be employed by an ESP vendor under the direct supervision of the ICLP Board of Governors. The ICLP Non-profit Board of Governors maintains ultimate control of all aspects of the school’s operations, supervision, and financials.

Commission staff based their concerns and recommendation for denial primarily on the performance of an Ohio charter school partnered with Accel.

- Commission staff did not take into consideration that:
 1. The cited Ohio school was a take over school that was failing for over 11 years in student achievement and in serious financial distress prior to the take over by Accel in 2018.
 2. Full implementation of a new LMS, assessment program, and curriculum to support the improvement of the school did not occur until July 2019.
 3. Year over year improvement in student performance is demonstrated in data supplied in the application. (Pages 233 through 246)
 4. Ohio Value added scores for the school in question, OHDELA, were higher than both the Connections and K12 Inc. schools operated in Ohio. (Source: Ohio 2017-18 and 2018-19 Value added scores.)

- The Ohio Alternative Education Academy (AKA: OHDELA) achieved the following in both recent OCCS 2019-2020 and 2020-21 Sponsor's Annual Reports. These reports are based on the authorizer's accountability plan for the turnaround of this school. This accountability plan received a perfect score on the Ohio Department of Education sponsor's approval review.

School and IRN Number	Grade Levels	Academic Performance	Fiscal Performance	Organization and Operation	Legal Compliance
Alternative Education Academy (AKA: OHDELA) #143396	K-12	Meets	Exceeds	Exceeds	Meets

Source: <https://ohioschools.org/about/annual-report/>

"The Ohio Council of Community Schools (OCCS) is a statewide community school (Charter School) sponsor with a mission of being a student-centered organization, advocating excellence in education through strategic partnerships. During the 2019-2020 school year, OCCS sponsored 47 schools with a combined enrollment of over 30,000 students."

12/9/21

Idaho Collaborative Learning Partners

6

Commission staff reported: "OHDELA did not meet the proposed benchmarks set forth in the petition (page 12) in the most recent year in which academic data was available (2018-2019)."

- The display on page 12 of the application are the expected outcomes for the Virtual Preparatory Academy of Idaho based on the FY 2022-2027 Idaho K-20 Public Education Strategic Plan. Performance of an Ohio school cannot be considered a predetermination of achievement of a school in a different state.
- Application Page 12 example:

Idaho State Goal	Grade Level	Target	Assessment	Expected Outcome
#2	K-12	Mastery and Proficient at Grade Level	ISAT Grades 3-8 and High School Grade 10	10 percentage points above the current State of Idaho proficiency (32.5%) at each grade level through assessment and teacher evaluation.
			ISAT Math	10 percentage points above the current State of Idaho proficiency (21.9%) at each grade level through assessment and teacher evaluation.
			ISAT Science Grades 5, 8, & 11	10 percentage points above the current State of Idaho (30%) proficiency at each grade level through assessment and teacher evaluation.

Commission staff commented: “The numerous models included in the petition do not appear to be cohesive and connected to the targeted student population. This does not meet IPCSC Standard of Quality I.1.c.”

- The educational program described in the application uses the best curricular offerings successfully in use across the United States. The programmatic and curricular offerings are carefully curated to support Idaho Content Standards and the target population addressed in this application.
- The curriculum and learning activities (“models” as termed by Commission staff) discussed in the application are organized and scaffolded to provide the best learning activities in elementary, middle, and senior high school in a sequential manner that support the development of student learning proficiency based on the Idaho Content Standards.
- The target population addressed are students that have become chronic absentees for a multitude of reasons. The curriculum and programmatic elements provide for a diverse educational offering to a diverse population of student learners.
- The programmatic and curricular offerings do meet the IPCSC Standard of Quality I.1.c when taken and read in a comprehensive manner through the lens of the diversity of learners the proposed school intends to serve.

Financial and Facilities Plan

Commission staff based many of their concerns (56% Overall) on the review of the required sample draft ESP contract along with the required two recent agreements entered by the ESP in states other than Idaho.

- The ICLP Governing Board has not entered into any agreement for ESP services, the application process sample agreement is only that, a sample, as required in the application guidelines.
- On November 15, 2021, Mr. Jared Dawson received a letter rebutting the assertions made by Commission staff as to the appropriateness of the sample contract.
- Most of the concerns presented by staff are not in Idaho statute or have been part of the Idaho rule making process.
- The above referenced letter contained citations from K12 Inc. and Connections contracts showing the same agreement wording is used in agreements and applications approved by the Commission previously.

Commission staff stated: “The 12% noted in the fee schedule is based upon total revenue but can only be paid with discretionary funds. The proposed fees are more than 12% of discretionary funds.”

- The discretionary funds referenced here could not be explained or identified by Commission staff or IDOE staff.

- Commission staff commented: “A loan is noted in the pre-operational budget that assumes a loan with Accel with a 5% line of credit (page 265). No documentation of the loan is provided in the petition.”
- The ICLP Board of governors has not entered a contract with any ESP yet, therefore, executed loan documentation does not exist at this point.
- As stated in the sample agreement, Application page 265, “...Prior to or simultaneously with executing this Agreement, a school enrolling students for the first time (“New School”) shall enter into a startup Line of Credit Loan Agreement and Promissory Note...”

Facilities

- Commission staff concern: “A copy of the draft facility lease is not included as required. As this appears to be negotiated with the same ESP, all aspects of these financial arrangements must be evaluated as part of the petition and presented for the public record. This does not meet IPCSC Standard of Quality II.5.a.”
 - The application includes a detailed discussion and floor plan of a proposed facility that clearly delineates room utilization for small group and/or 1:1 student support. The school being proposed is an online school and the addition of large classroom spaces would be a waste of Idaho taxpayer money.
 - The target population to be served will require small group and 1:1 intervention if needed in a face-to-face mode.
 - Since no charter was authorized at the time of application or submission, facility negotiations and contracts were not available. A suitable site was identified with the then current market lease cost provided. (Application Pages 72-74)

Board Capacity and Governance

Commission staff commented that “Idaho Code requires that any contract between an ESP and a charter school have a termination clause. However, the clause presented in this contract only allows the school to terminate with 90 days’ notice and with evidence that the ESP has materially failed to provide the services.”

- The sample contract has a termination clause as required by Idaho Code.
- The Idaho Code does not require conditions of termination.

Commission staff commented: “A three-person board may not be sufficient to provide adequate governance.”

- From the ICLP Bylaws: “The number of Trustees of the corporation shall be not less than three (3) nor more than five (5).”

Commission staff commented: “Board directors are not adequately involved in the petition process, have not read the petition, and were not familiar with the initial petition evaluation report issued on 9/23/21.”

- The two Board members interviewed by the Commission staff were new to the process and were not up to speed on the application as the initial Board member was.
- The initial Board member was not able to meet at the scheduled time of the interview and no attempt was made by Commission staff to follow-up with that member, leaving the Commission interview of Board members incomplete.
- The two Board members interviewed resigned their VOLUNTEER Board positions due to the Commission staff’s questioning.
- Two new Board members, experts in their fields, with long histories of advocacy for children and school improvement in Idaho, have been seated bringing the Board membership back to three members as required in the ICLP Bylaws.

Commission staff noted:

“Acquiring subcontracts through the ESP as a primary contract appears to circumvent the procurement process, which is required by statute I.C. 67-9208. As public agents, the governing board must use the procurement process for all public contracts, including the ESP and all Affiliates. Evidence of such due diligence is not presented in the petition.”

- IC 67-9208 does not apply to schools.
- The appropriate provision for “school districts” as a political subdivision is IC 67-2801 et seq.
- IC 67-2801 et seq. does not specify required contract terms or the procurement of affiliates.

Student Demand and Primary Attendance Area

Commission staff commented, “The targeted student population is ill-defined. The petition states that this model seeks to serve “at-risk students” in one place and “underserved populations” in another.”

- At-Risk Students include underserved populations in this application.
- Students in the target population of chronic absenteeism have not received the services required for their continued attendance in a traditional education setting leading them to be underserved and at risk as the presented research in the application states.
- The petition clearly defines the need for this type of school to serve the target population. Significant data is provided to justify the need.
- In Idaho, the students failing to reach ISAT proficiency total:
 - English Language Arts ~ 140,184 students, Mathematics ~ 184,164 students, and Science ~ 125,525 students. (Source: Idaho Department of Education)

- “Mapping the Early Attendance Gap,” a 2015 study by a pair of nonprofit groups, Attendance Works and the Healthy Schools Campaign revealed that 20% of Idaho’s 4th grade students are chronically absent and 21% of 8th grade students are chronically absent.
- Assuming the chronic absentee rate across all grade levels is 20%, the total student count of Idaho’s chronic absentees, today, is 61,082.
- Facts About School Attendance (Source: “Attendance Works”, San Francisco, CA)
 - Poor attendance can influence whether children read proficiently by the end of third grade or be held back.
 - By 6th grade, chronic absence becomes a leading indicator that a student will drop out of high school.
 - When students improve their attendance rates, they improve their academic prospects and chances for graduating.
 - Most school districts and states don’t look at all the right data to improve school attendance. They track how many students show up every day and how many are skipping school without an excuse, but not how many are missing so many days in excused and unexcused absence that they are headed off track academically.

ISAT 2021 (Source: Idaho State Department of Education – Assessment and Accountability)

Subject Name	Grade	Population	Advanced Rate	Proficient Rate	Basic Rate	Below Basic Rate
ELA	All Grades	All Students	21.6	32.5	23.5	22.4
ELA	High School	All Students	24.6	35.5	22.2	17.7
ELA	Grade 7	All Students	18.0	40.1	22.9	19.0

Math	All Grades	All Students	17.7	21.9	28.2	32.1
Math	High School	All Students	13.7	18.9	27.7	39.7
Math	Grade 7	All Students	17.5	22.4	28.7	31.3

ISAT 2019 (Source: Idaho State Department of Education – Assessment and Accountability)

Science	All Grades	All Students	28.9	30.0	22.0	19.1
Science	High School	All Students	33.4	28.7	11.0	26.9
Science	Grade 7	All Students	32.4	18.5	24.9	24.3

School Leadership and Management

56% of the Commission staff's concerns center on the sample contract required in the application process.

- On November 15, 2021, Mr. Jared Dawson received a letter rebutting many of the invalid assertions made by Commission staff as to the appropriateness of the sample contract. The letter is contained in the Commission's briefing materials.

Commission staff concern: "The draft contract references an "Accel Price List" for Student Facing Products and Services Fees (page 265). This price list is not included in the petition, and therefore IPCSC staff cannot adequately analyze the cost of these services to Idaho taxpayers."

- The Fee Schedule (Price List) and pricing detail is provided in Appendix A page 157 and 158 of the application.

Idaho Collaborative Learning Partners' Concerns

- Of the 27 concerns listed by Commission staff as a basis for denial, 11% of the concerns are targeted to the performance of an Ohio charter school and 56% of the concerns are targeted to the sample ESP contract that was required in the application.
- Overall, the Commission staff's reasoning for denial has little to do with the proposed charter school's instructional plan and the proposed education enhancements to be offered to the 61,082 chronically absent Idaho students discussed in this 459-page charter application.

Questions?

We will be glad to answer any questions the Commission Members may have.....

IV. Consideration of New Charter School Petition

B. Kootenai Classical Academy

SUBJECT

Kootenai Classical Academy – New Charter School Petition

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5205

IDAPA 08.02.04

BACKGROUND

Kootenai Classical Academy is a proposed new charter school in northern Idaho. The school intends to deliver a classical model, supported by Hillsdale College. The school is seeking to open in the fall of 2022 and intends to serve 702 students in grades K-12 at capacity. In its first year, the school will serve 428 students in grades K-8. The school intends to build a new facility.

DISCUSSION

Potentially impacted school districts and charter schools were notified of the hearing. Written comment from one school is included in the meeting materials.

Please see the Petition Evaluation Report for details regarding IPCSC staff's evaluation of the petition. This report highlights a few remaining concerns, including the cost of the proposed facility and the board's partnership with an education services provider. However, the governing board, while new to charter school governance, now appears to be functioning as an independent body capable of making decisions in the best interest of the school and Idaho's taxpayers. The noted concerns, while important considerations in weighing the risk/reward of approving this petition, do not fail to meet any particular "standard of quality" on their own.

Additionally, Idaho Code allows authorizers to establish pre-opening requirements for all new schools. It also provides a secondary option for conditional approval in cases where the risk is somewhat greater. The IPCSC's regular pre-opening requirements include a staff review of both the school's enrollment lottery and the board's approved budget in the spring.

As this petition presents sufficient documentation supporting the school's ability to achieve its enrollment projections (i.e., an interest survey that reflects more interest than the number of seats open in the first year) and that the initial funding partnerships are in place (Round Table, Red Apple, etc.), it seems likely that the school will be prepared to open its doors as presented.

In this case, the IPCSC's regular pre-opening requirements should adequately serve to mitigate any remaining risk of the school being unprepared to open. If the Commission chooses to approve this petition, a conditional approval does not appear to be necessary.

SPEAKER

Ed Kaitz, Board Chair will lead the presentation.

He is joined by fellow founding board members, Rachel Kaitz, Marcel LeBlanc, Kirsten LeBlanc, Michael Burgess, Renee Burgess, Ben Kettle, and Robert Miles.

IMPACT

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

If the IPCSC 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 IPCSC approve the new charter school petition for Kootenai Classical Academy.

COMMISSION ACTION

A motion to approve the Kootenai Classical Academy new charter school petition as presented;

OR

A motion to approve the Kootenai Classical Academy new charter school petition with the following condition(s): [state condition(s) and due date];

OR

A motion to deny the Kootenai Classical Academy new charter school petition on the following grounds: [state the grounds].



Re: Kootenai Classical Academy
Report Issued December 1st, 2021

Idaho Public Charter School Commission

304 North 8th Street, Room 242

Boise, Idaho 83702

Phone: (208)332-1561

PCSC@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

Petition Review Summary

Kootenai Classical Academy intends to provide an American Classical education to up to 702 K-12 students in north Idaho beginning in the Fall of 2023. The curriculum is well-designed and based upon an existing model that has proven academically and operationally successful across the country, focusing on the “classics” and incorporating traditional values into the academics. The school intends to enroll K-8 in its first year and grow through K-12 over time.

This petition has been submitted on three occasions: the first submission was withdrawn after initial feedback; the second was denied by the Commission in June of 2021; the current submission is eligible for consideration to open in 2023.

While the petition is far stronger than previous submissions, it does presents two major concerns: the first is the amount of facility-related debt the school intends to take on immediately after approval (\$9,000,000); the second is the amount of influence the Education Services Provider appears to have regarding the school board’s actions and decision-making. These concerns are important considerations in an approval decision as they present risks to school’s success; however, a Does Not Meet Standard rating is not warranted for any of the Commission’s established Standards of Quality.

Based upon IPCSC staff’s review of the petition, and with outstanding concerns noted, staff recommend that the Commission approve this petition without conditions.

Summary of Section Ratings

Section 1: Educational Program



MEETS STANDARD

Section 2: Financial & Facilities Plan



MEETS STANDARD

Section 3: Board Capacity and Governance Structure



MEETS STANDARD

Section 4: Student Demand & Primary Attendance Area



MEETS STANDARD

Section 5: School Leadership and Management



APPROACHES STANDARD

Section 6: Virtual Schools



NOT APPLICABLE

Section I: Educational Program

MEETS STANDARD

Comments

Kootenai Classical Academy will implement an academic model developed and supported by Hillsdale College, as part of the Barney Charter School Initiative. The school intends to provide students in grades K-12 with an American classical education, and leans heavily on a classical, content-rich approach to liberal arts and sciences.

The school also intends to incorporate principles of moral character and civic virtue amongst students. The school will do this by adhering to a vision of traditional, liberal education and a firm set of core virtues.

The school will have access to well-developed training for teachers, and overall support from the Hillsdale network of schools. The school has not selected a school leader yet.

Strengths

- Curriculum is largely established and is financially advantageous due to the relationship with Hillsdale College.
- The program uses established curricula such as the Core Knowledge sequence and Singapore Math. These instructional programs are accompanied by significant professional development for teachers and are philosophically aligned to the school's mission through spiraling instruction and ample formative assessment.
- The school presents attainable and measurable goals as part of its educational philosophy.

Concerns

- There are no concerns with the educational program.

Section II: Financial and Facilities Plan

MEETS STANDARD

Comments

The petitioners have identified two potential locations near Post Falls, Idaho, and intend to partner with Round Table Funding, who will assist the school with purchasing land and with securing financing for the larger facility project. The total estimated project cost is \$8,600,000. The school will also partner with Bouma, Inc., to facilitate construction of a facility. The school intends to carry the full debt of the facility project in the amount of approximately \$9,000,000.

Strengths

- The engagement letter and best-efforts agreement between the school and Round Table is clear and concise (page 203).
- The evidence of cost for the land purchase is signed and included in the petition (page 107).

Concerns

- \$9,000,000 is a significant amount of debt for a first-year school with no credit or operating history. The precedence set by other charter schools in Idaho (noted in the petition on page 34) is based on one school that was initially approved by a district authorizer, and two schools that are part of a network of established schools.

Section III: Board Capacity and Governance Structure

MEETS STANDARD

Comments

The board for Kootenai Classical Academy is comprised of two college professors (Philosophy and Economics; Business); a pilot and strategic development professional; an accountant; a human resource specialist; a machinist; and a home educator.

The petitioning group also includes founding members that are not board directors. These members provide additional skillsets intended to complement the board in the petitioning/recruiting process.

Strengths

- The board is made up of a diverse group of members with different backgrounds.

Concerns

- There are no concerns with the board capacity and governance structure.

Governance Capacity Interview Summary

Interview Date: October 28th, 2021

Present: Ed Kaitz, Rachel Kaitz, Renee Burgess, Michael Burgess, Kirsten LeBlanc, Robbie Miles, Ben Kettle

Not Present: Marcel Leblanc

IPCSC Staff Present: Jenn Thompson, Erik Olson

1. What training has the board sought out since we spoke last? What training does the board expect to pursue in the future?

The board has participated in Hillsdale provided training by Brian Carpenter. If approved, three board members will resign (Rachel Kaitz, Michael Burgess, and either Marcel or Kirsten LeBlanc). The board is currently vetting potential directors. Once the change is made from the founding board to the governing board, additional training through Hillsdale/Carpenter will be provided.

2. Please tell us about your facility plan. What is the status of the current plan and do you expect any significant changes between now and the December 9th meeting?

Dr. Edward Kaitz shared that the board has developed a strong relationship with the Jacklin family and has secured a primary site with 11 acres, providing room for regulation size track and soccer facilities. The board is meeting monthly with the Jacklin family and more frequently with RoundTable who will help facilitate the financial arrangements. A second site has been identified.

3. There are concerns about whether the board will maintain effective control of decisions made on behalf of the school based on the documentation from Hillsdale as presented in the petition. Is there anything you would like to share regarding those concerns?

Various board directors spoke to the school's ability to operate with or without a partnership with Hillsdale. Directors were adamant that they know their community best and intend to make decisions with that in mind. Should a decision made by the governing board not align with the desires of Hillsdale, resulting in Hillsdale pulling its support of the school, the board is confident that a separation of the school from the ESP will not have a significant impact on the operations of the school. The only service the school would lose should the school and ESP part ways would be access to high quality board training. While that would not be ideal, other training could be procured.

4. We noticed two significant exclusions in the petition as presented this round: 1) the school no longer has a relationship with BLUUM, and 2) the school no longer has a relationship with Dr. Moore. Can you explain the impact of these changes?

Various board directors explained that Dr. Moore was able to participate in the petition because his salary was funded through a fellowship with BLUUM. That fellowship expired at the end of June and Dr. Moore returned to Texas. Because KCA was no longer associated

with a BLUUM fellow, the additional services provide by BLUUM were also withdrawn. The school subsequently secured a contract with Red Apple for back-office services (documentation provided in the petition) and has partnered with RoundTable to assist with the facility and financing (documentation provided in the petition).

5. Do you have questions for us or are there any other issues you'd like to discuss today?

Student Demand - Dr. Rachel Kaitz shared her research and work in relationship building with regard to this issue. She has had direct discussions with each charter school director to discuss how their schools are similar or different and how they might work together. She presented numbers obtained from school leaders regarding waitlists. She has also worked with city housing agencies to better understand the housing market, particularly the more affordable rental market. She has also done research into middle school recruitment and retention, particularly with regards to the Hillsdale model, and presented verifiable data indicating that these grades appear to experience less turn-over in this model. While none of the research is a guarantee, the board as a whole is well informed about the potential obstacles.

Enrollment Budget Plan – Mrs. Burgess shared her research and work in thoroughly evaluating what a true break-even budget would look like for their school. She described the exercise of evaluating what the school could live without while still being able to deliver its model with integrity.

6. In Summary:

The governing board is well informed about not only their proposed academic model, but also about the operational and financial issues facing a new charter school board. They were able to speak to hiring practices, budgetary concerns, and financial arrangements for their facility with detail and confidence. Directors were also able to speak to their relationship with their chosen ESP. While this board is new to charter start-up work, they work well as a team and present as an independent functional board.

Section IV: Student Demand and Primary Attendance Area

MEETS STANDARD

Comments

The petitioners propose to build a facility near Post Falls, Idaho, with a primary attendance area comprised of Post Falls, Coeur d'Alene, Lakeland and Kootenai school districts. The petition includes two potential facility options, and expects to primarily recruit students from local private, charter and home schools.

Strengths

- The petition has identified many prospective parents in the primary attendance area interested in the proposed school.

Concerns

- There is concern that the model may oversaturate the local area, as there are currently two charter schools that, while not classical education models, will offer direct competition for students. Please see letter provided by Coeur d'Alene Charter Academy.
- The data in this section does not cite sources, which makes it difficult for staff to verify.

Section V: School Leadership and Management

APPROACHES STANDARD

Comments

The board plans on partnering with an ESP (Hillsdale College's Barney Charter School Initiative) to help with curriculum and training for staff and the board. Back-office services will be provided by a third party (Red Apple). The school's previously identified principal chose to move on after the petition was denied. There are no candidates for Head of School currently identified. Additionally, as the school is no longer associated with a BLUUM Fellow, the board has indicated that the school no longer has a relationship with BLUUM.

While there are concerns in this section, the standards of quality appear to be met.

Strengths

- The back-office services agreement with Red Apple is clear and transparent.
- The board has the ability to continue school operations in the case of the ESP withdrawing support. This is clearly explained in the petition.

Concerns

- Various statements in the ESP's letter of support and in the draft contract for services appear to protect the ESP's interests over the interests of the school, and imply an element of intended control over the school board's decisions. While the school's narrative addresses these concerns and attempts to resolve them via explanation of the board's intent, the existing statements are in conflict and do not meet Standard V.1.a.
 - Page 153 section 3c of the services agreement states that the ESP's involvement in the hiring process will "include interviewing candidate being considered for hire by Institution and providing the school's governing board with a recommendation regarding the hire of the position."
 - The services agreement further states, "Institution's decision on a Head of School has a direct impact on BCSI's future relationship and affiliation with Institution and the school." This appears to imply that the school's receipt of services and cooperation from the ESP may rely upon the board's acceptance of the ESP's recommendation.
 - The ESP services agreement states in section 2c that the ESP can recommend the school delay opening if the "certain criteria" are not met to the satisfaction of the ESP.
 - Section 15.1 of the board's bylaws states that "bylaws may not be amended without providing reasonable prior written notice to the Barney Charter

School Initiative of Hillsdale College and receiving the approval of the School's authorizer." While this is noted by petitioners as a courtesy, it is concerning that this notification is required before the board makes its decision.

Section VI: Virtual Schools

NOT APPLICABLE



COEUR D'ALENE CHARTER ACADEMY

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(208) 676-1667 • FAX (208) 676-8667
www.cdacharter.org • info@cdacharter.org

May 6, 2021

Idaho Public Charter School Commission

Commissioners and Staff:

I write in response to your solicitation of input on the proposed opening of Kootenai Classical Academy in the fall of 2022.

As you know, my school, the Coeur d'Alene Charter Academy is perennially one of the highest-performing schools in the state. Our curriculum and our mission are geared toward producing graduates who perform at a high level on tests and thrive in a college setting. We and our students have been very successful.

Our model is not innovative. It is essentially a classical model that focuses on great literature, respectful debate of ideas, and advanced studies in math, science, and foreign language. In addition, we require all students to take classes in civics and Latin. Compare this to the mission statement of the proposed KCA: "...a classical, content-rich education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue..." In my opinion, this school targets the exact market segment that we serve, and has potential to divide that market to the detriment of all.

What you may not know is that our waiting lists have evaporated in recent years as the result of several new "schools of choice" in our area—several charter schools and magnet schools have opened in recent years, resulting in a more diverse and competitive education market. It is important for you to know that we have been extremely generous with our time and our knowledge, and have aided every one of the new charter schools as they worked to open their doors. Significantly, this includes our work with North Idaho STEM—a school designed for the same motivated, academic-minded students that make up our student body. That is to say, we believe in the value of competition; we welcome it.

However, because KCA's model is nearly identical to ours, I believe that their opening will cause a significant drop in our enrollment—making it difficult for us to continue to deliver the outstanding education that has defined us over the years. Despite the fact that our community is seeing growth, the number of people looking for a classical education does not seem to be growing along with it. In other words, it is difficult to believe that there is a need for another school of this model in this community.

Were this a school for the arts, or a tech school, or perhaps a language immersion school that would draw equally from all existing schools, I would offer my endorsement and assistance. But I could not get behind another STEM school (which would hurt our excellent NI STEM Academy) nor an expeditionary school (which would compete directly with our newly-founded Hayden Canyon Charter.) New charter schools are supposed to offer alternatives to existing models, so that kids and parents have meaningful choice. This proposed school will take directly, and almost exclusively, from our market segment, and does not represent a meaningful new choice.

As it is the responsibility of the Commission to support quality charter schools, I believe it would be counterproductive for you to approve the opening of Kootenai Classical Academy. To do so would almost certainly cause harm to one of the most successful schools—charter or other—in the state.

Thank you for your consideration, and for the opportunity to share my thoughts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel P. Nicklay".

Daniel P. Nicklay
Principal

Kootenai Classical Academy

K-8 opening, growing to K-12

Opening Fall of 2023

School Location: Kootenai County

Post Falls, Idaho 83854



KOOTENAI
CLASSICAL ACADEMY
an American Classical Education

~~September 8~~ **November 5**, 2021

Ed Kaitz, Ph.D.
Board Chairman

Kootenaiclassical.org

Non Discrimination Statement:

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

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Executive Summary: Mission, Vision, and Core Virtues

Let us dare to read, think, speak, and write . . .
Let us see delineated before us the true map of man.
—John Adams, 1765

Executive Summary

Kootenai Classical Academy is being proposed as a tuition-free, open-enrollment, public charter school for students residing within Kootenai County, Idaho, and surrounding areas. Kootenai Classical Academy will provide an *American classical education* through a classical curriculum conveyed by dynamic teaching and through inspiring high standards of student behavior. To achieve this end, Kootenai Classical will offer a content-rich, comprehensive, spiraling curriculum based on a mastery of the “three R’s”, a systematic study of language, a combined fact-driven and inquiry-based study of the sciences, and a thorough study of the classic works of the Western and American tradition.

Such purposeful study will lead students to an understanding of themselves and of the world, both human and physical. Concerned with the hearts of young people as much as their minds, the school will quite naturally draw from this rich historical and philosophical tradition in order to inculcate in students the moral virtues and thereby prepare them to lead flourishing lives as engaged and productive human beings and citizens. Our aim for our students is quite succinctly expressed in our Latin motto:

veritas, virtus, vita

Translated, we want our students to study and pursue truth (*veritas*) and to practice *virtus* (virtue, goodness) in order to be prepared to flourish in life (*vita*), to include during the more trying times of life, both individual and societal, that challenge us all.

Kootenai Classical’s aim is to develop the academic potential and personal character of each of its students, regardless of cultural or racial background, socio-economic status, or ability level, and thus to graduate all students fully prepared to participate as intelligent, responsible, and active members of their community.

Mission

The mission of **Kootenai Classical Academy** is *to train the minds and improve the hearts of young people through a classical, content-rich education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue in an orderly and disciplined, yet dynamic environment.*

Vision

An American classical education follows the vision of the American Founders and other civic leaders and educators throughout our history. This vision holds that a traditional, liberal education based both on mastery of the rudiments of learning and a sustained inquiry into the best that has been thought, said, done, and discovered in our tradition is

the surest foundation for individual flourishing and leads, through a robust yet civil conversation about our well-being, to civic freedom, justice, and happiness for all.

While we understand the education establishment’s desire for “data” in achieving this vision, the contemporary standards of “college and career readiness” fall short of our ultimate mark. We know that a school that upholds learning to such a high degree will have a high percentage of graduates going to selective colleges, and then a disproportionate number of those going to graduate school and into demanding professions such as medicine, law, military service, teaching, and their own start-up companies. Yet a large part of our teaching aims at turning young hearts towards service to, and understanding of, their fellow human beings. The medical doctor who looks his or her patients in the eye and talks to them about their health rather than simply filling data into a program; the teacher who regularly stays after class to help those students who are struggling; the police officer who may have to write tickets and, yes, sometimes arrest people, but who still sees the humanity in those he has sworn to “serve and protect”; the customer-service representative who, in answering scores or even hundreds of calls per day, still asks “how is your day going?” to each one of them; the busy executive who takes the time to drop off spare blankets at the local food shelter during a cold snap: these acts of humanity are hard to capture in a graph or “rubric.” Yet they are the simple fabric of civilization that keeps us together even during the most trying times. If it is not self-evident after these past two years that we must all of us, daily, “try a little kindness,” then it never will be.

In short, we teach the humanities—the classics—in order to teach young people how to be humane. We trust that the young minds and hearts so taught today will be the principled, compassionate leaders of tomorrow.

Core Virtues

A large part of accomplishing the mission and vision of Kootenai Classical will depend on making the students active participants in their own education, especially by encouraging and training them to be good human beings as well as able scholars and active citizens. To this end, the school will explain and impart specific virtues in order to guide our students throughout life. These core virtues will include the following:

Courage Courtesy Honesty Perseverance Self-Government Service

To imprint these virtues and the school’s vision into students’ minds and hearts, the school will likely have our students, after saying The Pledge of Allegiance every morning, also say a school pledge that reflects our mission.

I will learn the True.

I will do the Good.

I will love the Beautiful.

Such engagement with students in the distinct mission of the school will (as has proven the case in other schools of this model) encourage them to be active, eager participants in their

own education. Active engagement in rich, foundational learning, aimed ultimately at both personal and civic happiness, is exactly the inspiring education an increasing number of parents and their children are actively seeking in our times.

Kindergarten through Twelfth Grade

It must be emphasized that Kootenai Classical will offer a K-12 curriculum, scope, and ethos—thus taking the child from the rudiments of learning to an exceedingly high level of thought and character. Such an educational trajectory is unique even in the charter-school realm and essential to our vision.

Section 1 – Educational Program

Means

To accomplish our mission, Kootenai Classical will employ the following means:

- teach reading and correct spelling through an explicit phonics program that gives children a systematic understanding of English orthography;
- require memorization of math facts, practice mental math, and explore the larger concepts behind mathematical operations;
- impart a mastery of language through teaching formal grammar, word origins in order to build vocabulary, and Latin;
- teach students to acquire mastery in writing through frequent writing assignments of varying lengths combined with study and imitation of the great writers of our tradition;
- likewise teach students to speak purposefully, convincingly, and politely in a variety of settings, as well as to listen to, analyze, and appreciate what others have to say, thus bringing students into an active participation in “the Conversation”;
- study great works of literature through close reading and dynamic Socratic discussion;
- cultivate citizenship and historical knowledge through an intensive study of our Western and American heritage, often using primary sources;
- teach both the facts and concepts of the sciences from the earliest grades in order to unveil the story of nature;
- require daily study of the fine arts in grades K-8 with a focus on the great compositions in music and art, as well as theory and performance;
- build character in young people through explicit training in the moral virtues combined with the study and emulation of good character found in history and literature;
- hire subject-matter experts steeped in the liberal arts and sciences to bring this both demanding and inspiring education to young people; and provide a disciplined and dynamic school environment in which students love learning, are active participants in their own education, make lasting friendships, and learn how to take part in “the Great Conversation.”

Curriculum Overview

At a true classical school, *content is king*. As such, we are very explicit in this charter petition about what the curriculum will be. Kootenai Classical will achieve its mission of providing an American classical education to all its students by adhering to the curriculum

below. The elements of this curriculum are time-tested, systematic, coherent with each other, and accessible to all children. Specifically, Kootenai Classical will teach the following:

- an explicit phonics program developed by Access Literacy, deriving from the research of Orton-Gillingham and the experience of the Riggs' Institute;
- The Core Knowledge Sequence in grades K-8 for literature, history and geography, science, the fine arts, and an overarching cultural literacy;
- Singapore Mathematics from Kindergarten through pre-algebra;
- the Weeks & Adkins texts for algebra and geometry;
- the best current textbooks for the higher levels of math based on recommendation from a math professor/expert;
- supplemental programs in the elementary school to teach grammar and word sense, such as English from the Roots Up;
- Latin, beginning in grade six, through seventh and eighth, and at least one year in the high school;
- the high-school curriculum featured by the Hillsdale College charter-school partnership (Barney Charter School Initiative);
- a separate but allied sequence of ancient history through the twentieth century drawing heavily on the reading of primary sources;
- required courses in composition, government, economics, and moral philosophy;
- the writing of a senior thesis;
- and classical pedagogy. In a classical school, teachers must be masters of their subject matter and able to convey that knowledge to their students. In other words, teachers teach. Obviously, a school, like any other human endeavor, allows for a variety of styles and personalities, particularly in a K-12 setting. Yet whether teaching through lecture, Socratic discussion, or having students demonstrate mastery of the material as in poetry recitations, spelling bees, or working math problems at the board, the teacher will always be the leader in the classroom and leading students via clear, content-rich lessons.

Partnership with Hillsdale College

To help implement this mission, Kootenai Classical Academy will be a partner with Hillsdale College as one of the schools in the Barney Charter School Initiative (BCSI). As such, Kootenai Classical will be able to draw on intensive teacher training and other forms of professional development, various curriculum materials developed by the BCSI staff, and ongoing collegiality with over twenty-five similar schools in the Hillsdale network.

Charter schools assisted by the Hillsdale College Barney Charter School Initiative adhere to the following key characteristics:

1. The centrality of the Western tradition in the study of history, literature, philosophy, and fine arts;
2. A rich and recurring examination of the American literary, moral, philosophical, political, and historical traditions;
3. The use of explicit phonics instruction leading to reading fluency, and the use of explicit grammar instruction leading to English language mastery;
4. The teaching of Latin;
5. The acknowledgement of objective standards of correctness, logic, beauty, weightiness, and truth intrinsic to the liberal arts;
6. A school culture demanding moral virtue, decorum, respect, discipline, and studiousness among the students and faculty;
7. A curriculum that is content-rich, balanced and strong across the four core disciplines of math, science, literature, and history;
8. A faculty where well-educated and articulate teachers explicitly convey real knowledge to students using traditional teaching methods rather than using “student-centered learning” methods;
9. A school that uses technology effectively but without diminishing the faculty leadership that is crucial to academic achievement;
10. A school with a plan to serve grades K through 12, although the grades at school opening may be scaled back if reasonable.

As an outside, independent institution of higher learning committed to the liberal arts at the college level, and to the flourishing of K-12 education, Hillsdale is uniquely qualified to assist the Kootenai Classical board with board training, the school leader with leadership training, and the faculty with teacher training. Such training draws upon the experiences of charter schools across the nation that now form a strong partnership, *yet one that does not impede local self-government*. Further, though by no means all or even most graduates of Kootenai Classical will attend Hillsdale, a classical school’s having a liberal-arts college as a partner and advisor sets up a concrete example of what constitutes “college readiness,” a phrase often invoked in today’s educational climate, yet without always being clear.

Hillsdale College’s BSCI is completely funded by donations to the college for that purpose and receives no revenue from the school. Hence this partnership is a valuable asset for a start-up school both financially and mission-wise since the school does not have to weigh “the cost” when deciding on whether to seek first-rate training and advice.

Sources of Educational Philosophy

The mission of Kootenai Classical Academy is derived from the history and philosophy of liberal education in Western Civilization and in America. Currently, traditional, classical

education is experiencing a Renaissance in this country after decades of neglect. Within this broader reform, Kootenai will follow the principles and curriculum of what might be called an American classical education, whose mission encourages the formation of human beings and citizens who will flourish in life and serve their communities and country in manifold ways. In order to embrace this mission, the school holds certain essays and texts to be foundational. Among those are the following.

E. D. Hirsch, *Cultural Literacy*

E. D. Hirsch, *The Schools We Need and Why We Don't Have Them*

E. D. Hirsch, *The Making of Americans*

William Kilpatrick, *Why Johnny Can't Tell Right from Wrong*

Robert Maynard Hutchins, *The Great Conversation*

Important Historical Sources:

Quintilian, *Institutio Oratoria (On the Education of the Citizen-Orator)*

John Locke, *Some Thoughts Concerning Education*

George Turnbull, *Observations upon Liberal Education*, ed. Terrence O. Moore

Benjamin Franklin, "Proposals Relating to the Education of Youth in Pensilvania" (sic.)

Thomas Jefferson, *Virginia Bill for the More General Diffusion of Knowledge*

Benjamin Rush, "A Plan for the Establishment of Public Schools"

Benjamin Rush, "Thoughts Upon Female Education"

Further, Hillsdale College has posted videos on important topics in classical education from its BCSI training over the past twelve years. These videos canvass both broad themes and commentary on how to teach specific subjects. These may be used as a resource for teachers, parents, and board members.

No school can accomplish its mission while leaving its philosophy on the shelf. As such, an important part of faculty training each year will be a return to first principles (ad fontes, as was said in the Renaissance) through a vigorous discussion of a foundational text as well as a Socratic discussion of some book or piece taught in the curriculum. The teachers will, no doubt, enjoy and appreciate these conversations. Hence, the school's own "professional development" will model what is supposed to take place in the classroom.

Instructional Practices and Curriculum

Kootenai Classical Academy will provide students a content-rich, classical education designed to challenge them to excel in both learning and character. What follows is more detail to elaborate on the academic program outlined above.

Kootenai Classical Academy will collaborate with Hillsdale College's Barney Charter School Initiative (BCSI) in design and execution of the educational program. There is no

other school in the proposed attendance area that uses this model. Further, the school will grow to serve grades Kindergarten through twelfth grade. Such a model is rare even in the world of school choice but is thus truly able to accomplish its mission by laying the solid foundation of classical learning in the elementary years, then building on that foundation with a robust inquiry into both the human and natural world—with the arts—that exceeds what most colleges accomplish in the way of liberal learning. Thus, Kootenai Classical will provide the parents and students of Kootenai County with further choice in the educational opportunities available in a public, charter setting. Hillsdale has collaborated with more than two dozen other classical schools to implement this curriculum, one that has shown success across a wide variety of student backgrounds. The curriculum is characterized by a strong emphasis on language, robust content in a core curriculum of traditional subjects, and a focus upon our historical, literary, and civic inheritance.

In the elementary years, KCA will use three key programs in the curriculum: Access Literacy, Singapore Math, and the Core Knowledge Sequence. These programs were selected because they are designed to lay the foundations of knowledge in the elementary years, and thereby enable students to acquire greater knowledge and understanding of the world as they progress in age and advance in their studies. Learning the fundamentals is comparable to being taught to use a map and compass. Being able to “land-navigate,” one can enter into the thickest forests, know where he or she is, appreciate the beauty and complexity of nature, and even reach a precise spot on the map—without fear or confusion but rather with joy and a sense of accomplishment. For someone unacquainted with a map and compass, the deeper one goes into the forest, the more utterly lost he becomes.

In the earliest grades, the curriculum focuses primarily on “the three R’s,” with a large part of the school day given to teaching literacy and numeracy. Both subjects are foundational to a student’s education, so the knowledge and habits of thought formed in each must become permanent. Over time, one may forget some of the details learned in history or science class or even parts of the happy songs sung in youth (though we hope not). Yet no one can afford to forget how to spell words or to marshal numbers or to speak correctly. To teach properly these foundational subjects, KCA will use the Access Literacy phonics program to teach literacy and the Singapore Math Program to teach numeracy.

The Access Literacy phonics program is a multi-sensory, brain-based approach for teaching phonics, spelling, reading, handwriting, and parts of grammar. It is comparable to the Orton-Gillingham and Spalding Methods, and is a major overhaul of the Riggs program. Access Literacy teaches the 71 letter-sound (phonogram) combinations used in the English language beginning with the easiest sight-to-sound correspondences, working towards those that are most complex. Syllabication is critical to a proper understanding of letter-sound relationships, so syllabication is taught beginning in kindergarten. While learning phonograms and marshalling them into systematic spelling and a growing knowledge of vocabulary, students will be formally taught handwriting, to include cursive in the middle elementary years. Further, as students grasp the basics of English literacy, the program lays a foundation in basic grammar and composition.

The Singapore Math Program provides students with a strong conceptual foundation in basic mathematics. From the earliest grades, this program emphasizes concepts and

mental math while employing both physical and graphical illustrations of underlying mathematical rules and phenomena. The program presents mathematical skill building and problem solving such that students have a better understanding of not simply when to use a particular equation, but why. Moving students on to higher levels of math before they are ready is short-sighted, so the program will be geared to meet students' ability levels. Hence, ability-level groups will be determined at the beginning of each academic year.

The central position of language in the curriculum continues throughout the elementary and middle-school grades. In grades four (4) and five (5), students will learn Latin and Greek roots of English words. In the sixth grade, students will begin to learn formal Latin and will continue with Latin through grade nine (6-9). Latin is introduced and taught alongside English so that students learn the structural underpinnings of their own language, expand their vocabulary, improve their reading comprehension, and build a bridge to modern foreign languages as well.

As students mature in their facility with language, the curriculum directs more of their time and intellectual energy into more content-based (as opposed to skill-based) facets of the curriculum. The order and content of these subjects from Kindergarten through grade eight (8) is derived from the Core Knowledge Sequence made available through the Core Knowledge Foundation. KCA will employ the Core Knowledge Sequence to meet or exceed all Idaho State Standards and benchmarks. The goal of Core Knowledge is to build cultural literacy through a systematic curriculum that eliminates gaps in learning and also features "spiraling" wherein students re-encounter subjects they have learned as they reach higher levels of cognition. This sequence was developed to provide comprehensive order to K-8 education in the core subjects of literature, science, history, and the arts that constitute our cultural and intellectual inheritance. While Core Knowledge does set goals for study of the English language and mathematics, it allows freedom for schools to choose their own more systematic programs (such as Access Literacy and Singapore).

The Core Knowledge Sequence was first published in 1988 and has been successfully employed and tested in hundreds of schools throughout the United States. It is based upon E. D. Hirsch's idea of cultural literacy, which makes it the ideal curriculum for a classical school. The Core Knowledge Sequence provides a grade-by-grade sequence of specific topics to be taught in literature, history, geography, science, music, and the visual arts. Topics which are especially important for cultural literacy are repeated in a spiraling fashion so that younger students build a firm but broad foundation while older students are able to achieve depth of understanding. The Sequence, where possible, aligns the various subjects in a given grade, so that what is taught in literature will complement what students are learning in history and art and often even science. The sequence also invites a collaboration among teachers in different grades and with parents who are brought into the conversation about how the curriculum works and how they can best support their children (and often "keep up" with them academically). The Core Knowledge Foundation provides many helpful resources to support teaching of the Sequence. Nonetheless, both the principles behind Core Knowledge and the school's philosophy embrace the idea of teachers becoming masters of their subject and thereby crafting their own lessons rather than relying on pre-fab lesson plans. To teach, teachers must know.

There are currently three schools in Idaho that consider themselves Core Knowledge schools, in addition to Treasure Valley Classical in Fruitland, also a partner of the BCSI. As indicated on the Idaho PCSC website, Core Knowledge schools “provide a curriculum that is both specific and sequenced,” with a “focus on building a broad core of shared knowledge in the early education years to empower deeper learning later.”

Although the rhetoric surrounding a classical school often emphasizes the humanities, the sciences are no less important and will not play a secondary role at Kootenai Classical Academy. The Core Knowledge science program focuses on thematically linked science topics and the biographies and discoveries of great scientists. The coherent order of the Core Knowledge program allows for regular repetition and mastery of the most important facts and concepts in the sciences, such that students are well versed in the fundamentals by the time they reach the demanding high-school science courses.

In the high school years, the students will truly be able to attain higher levels of thought and inquiry. In high school, Kootenai Classical Academy will follow the Hillsdale course sequence. This includes four (4) years of history, literature, math, and science; three (3) years of foreign language; a semester of composition; a full year of American government; and a semester each of economics and moral philosophy. In history, students begin with Western Civilization I & II in grades nine and ten (9-10), study American government integrated with the Revolution and Founding period of American history in grade eleven (11), and finish with a year of modern European history (1789-2000) in grade twelve (12). In literature, students read great works, usually in their entirety, with an emphasis on ancient and classical literature in grade nine (9), medieval and British literature in grade ten (10), American literature in grade eleven (11), and modern literature in grade twelve (12). The required track for science is biology in ninth (9), chemistry in tenth (10), followed by two additional science classes in grades eleven (11; physics if the student’s math level is sufficient) and twelve (12; an elective, most likely the second year of a science). In mathematics, students will follow a sequence based on their ability levels, beginning with algebra (which may be taken in middle school or earlier). That sequence will be Algebra I, geometry, Algebra II, trigonometry/precalculus, Calculus I, Calculus II. Students who prefer to take another math course (such as statistics) in their senior year rather than calculus may do so. In foreign languages, students will be expected to take at least one (1) year of Latin in high school and two (2) additional years of a foreign language, whether Latin or a modern foreign language.

The culmination of this comprehensive education will be the senior thesis. Seniors will be required to write a lengthy thesis based on a book or an aspect of one of the subjects they have studied that attempts to answer a question of their own design—that question somehow being rooted in the philosophy of the school (broadly, the nature of the human and natural world and the various means of human flourishing). The thesis will be written and delivered orally to fellow classmates, teachers, and invited guests, including parents, and will thereby serve as a rite of passage to an independent life of informed thought and responsible citizenship.

Despite the rigor and depth of this curriculum, the school will not limit students to “all work and no play,” nor be lacking in a vibrant school culture, both during and after school.

First, the schools on which this school is modelled have all had a full fifty-minute lunch period for the upper-school students. Thus, the students can eat lunch, then play sports or help in one of the younger grades or just relax and converse (and sometimes study) for a half hour in the middle of the day, a break they very much appreciate. There will also be room in students' schedules for at least one elective per year from seventh grade onward. Students will thus be able to take choir, band, theatre, one of the visual arts, physical education, or some other elective based on student demand. After school, students will be able and encouraged to participate in sports and other activities. Teachers will be given tips on how to make homework both useful and manageable so that students of all grades will have time for these activities and to pursue other interests outside of school.

E. D. Hirsch, Jr., *Cultural Literacy: What Every American Needs to Know* (Boston: Houghton Mifflin, 1987). For an outline of the humanities curriculum, including readings, see Terrence O. Moore, *The Story-Killers*, ch. 9, "A True Common Core" (2013).

Expected Student Outcome

The board, school leaders, teachers, parents, and the students themselves will know Kootenai Classical is achieving its mission when high standards of academic achievement, the spirit of learning, exemplary conduct, and a robust school culture combine to provide optimal learning opportunities for all students that will become manifest in standardized test results, high acceptance rates into post-secondary educational institutions, and other signs of effective education.

Student academic performance is central to a school's existence. Student performance expectations must be aligned with the mission and the educational plan. The student performance expectations will provide student-centered goals that are SMART:

- **Specific**
- **Measurable**
- **Ambitious and Attainable**
- **Reflective of the school's mission**
- **Time-Specific with Target Dates**

The school's immediate goals are:

- By the end of KCA's third year of operation (2026), 90% of continuously enrolled students assessed will score proficient or higher on the ISAT 2.0 Reading and Math sections.
- In years 3-5 of operation, KCA's scores on the ISAT will exceed those of the local districts.
- Once the high school is complete, KCA will have a 90% graduation rate by its 3rd graduation cohort.
- To measure successful training in character development, KCA will administer and review parent satisfaction surveys at the end of each academic year with questions specifically related to discipline, classroom decorum, character education, and the effectiveness in teaching the school's core virtues.

- The survey will also ask specific questions related to student learning, such as the effectiveness of instruction, the amount and quality of content being mastered, and the students' enjoyment in and engagement with their own education.

Testing

The following assessments will be used to monitor student progress:

- ISIP ER (K-3)
- ISAT 2.0 and ISAT, Alts when appropriate (3-10 in both math and ELA)
- ISAT science (5, 7, 11)
- science end-of-course exams (HS biology and/or chemistry)
- WIDA Access 2.0
- SAT exam (11)
- ~~IELA (K-12, LEP only)~~
- NCSC alternative exam (3-8 and 11)
- PSAT (Grade 10, optional)
- Teacher-developed pre- and post-assessments
- Teacher-developed rubrics
- For grades K-8, KCA will administer the Iowa Test of Basic Skills (ITBS) within the first month of opening and each subsequent spring thereafter. This comprehensive, nationally normed exam offers teachers a way to assess how well their students are learning and retaining the curriculum. The ITBS also has the added advantage of measuring student achievement in different school settings and across the country. The ITBS covers the content areas of mathematics, language arts, social studies, and science. Since the proclivity of states to change standardized exams has been a phenomenon across the country (sometimes influenced by actions at the national level), and a state's standardized test can change at any time, having a nationally-normed test that has been around for decades will ensure consistency in school evaluation.
- Singapore Math assessments will be used as placement tests to determine math levels and as a means to demonstrate mastery of the material taught at each level.
- Starting in grade 8 and repeating as often as necessary in subsequent grades, a civics test composed of the one hundred (100) questions used by officers of the United States citizenship and immigration services will be given and a passing grade of 90% expected.

Kootenai Classical Academy will participate in all state-mandated testing. The school may appoint a testing coordinator who will oversee the testing program and ensure the process is followed with fidelity for all tests. The school will work with teachers, students, and parents to help them understand the importance of the assessments and the meaningful information that can be gained from them.

On the whole, the school will meet the state standards simply by teaching the curriculum in a classical way. Whereas the standards often call for general areas of mastery, such as being able to analyze literary texts in a certain way, the Core Knowledge Sequence in K-8, followed by KCA's demanding high-school curriculum, requires mastery of specific subjects

and texts that meets or exceeds state standards. For example, in history and literature from Kindergarten through second grade students will have learned the basic symbols and songs of American history and culture, the origins of Western Civilization in Egypt and Greece, the stories of the early American settlers, the history of the American Revolution, the framing of the U.S. Constitution, numerous fables from Æsop, classic fairy tales, tall tales, the nursery rhymes of Mother Goose, and even the nature of schools in our history through the novels of Laura Ingalls Wilder. Nor does the classical approach simply look at a particular work for a moment, then cast it aside, but rather insists upon mastery and often memorization of it so that students may carry that learning with them as a treasure throughout their lives and thereby compare what they learn in their early education to new things they learn in school and in their own experience. Thus, our students in these early grades will memorize, à la Laura Ingalls, traditional sayings, jingles, children's verses, poetry, songs, the opening lines of the Declaration of Independence, the Preamble to the Constitution, American and world geography, and so on. Further, many of these lessons will quite naturally take the form of building character through mastering virtues. For example, reading the tale of John Henry is not simply an exercise in cultural literacy but an invitation to acquire the virtues of self-reliance and perseverance, virtues still very much needed in our times.

If the curriculum does not meet or address a specific standard at a given grade, time will be allotted over the course of the year to give that standard proper coverage. Instruction to this end will be provided by the school leader to the faculty as a part of the annual professional development.

Plan for Serving All Students

A public charter school, as any public school, by law must offer a continuum of services for *ALL* students. Kootenai Classical will happily follow that expectation in the K-12 setting. As stated in the executive summary, the school's aim is to develop the academic potential and personal character of each of its students regardless of cultural or racial background, socio-economic status, or ability level, and to graduate students prepared to participate as informed, responsible, and active members of their community. Hence, Kootenai Classical Academy's vision for its students is not limited solely to their academic achievement but extends to their becoming responsible and happy human beings and citizens. The school will serve both the special-needs and the exceptional-needs student.

Special Education

Kootenai Classical Academy will adopt and comply with the current Idaho Special Education Manual from the Idaho State Department of Education. The school will use the forms for special education as outlined in the Special Education Manual. KCA will also ensure that all facilities are appropriately accessible for students with disabilities. On the school's enrollment form, there will be a question asking, "Does your child have an IEP, 504, or any other support plan?" Until a special education teacher is hired, the school leader will answer any questions parents may have about services provided by the school and will have access to expertise in this area through Idaho Seta.

A certified special education teacher will be hired to implement special education programs. Classified assistants may be hired and trained to assist the special education teacher with the teaching and support of SPED students. With oversight by the school leader, Child Find activities and evaluations will be completed within the appropriate time frame.

A continuum of services will be provided at Kootenai Classical. IEP (Individualized Education Program) teams will be established as set forth by IDEA and will, for a given student, include the student's general education teacher, a special education teacher, an administrative representative, the parents, other team members as appropriate, and the student himself or herself whenever appropriate, particularly when the student is older.

Special Education/Student Services Coordinator

The school will plan to hire the special education coordinator as early as possible so that incoming existing IEPs can be reviewed. What follows is a sample job description of the coordinator for SPED and overall director of what will be called Student Services.

General

The Student Services Coordinator is accountable to the School leader.

The Student Services Coordinator shall:

- Ensure the academic integrity of the school by overseeing the modifications and accommodations for students in specialized programming;
- Oversee the education of students with IEPs, 504 Plans, and ALPs;
- Assist and supervise general education teachers to meet individual students' educational goals for students with IEPs, 504 Plans, and ALPs;
- Supervise and evaluate Student Services staff; and
- Set budget priorities for Student Services and have general knowledge of the department's fiscal status.

The following expands on the four main areas of responsibility:

Ensure the Academic Integrity of the School for Students with Specialized Programming

In order to maintain the academic integrity of the school, the Student Services Coordinator shall:

- Oversee school-wide practices to assure they are aligned with the requirements of the Idaho Special Education Manual;
- Remain faithful to the academic curriculum and character education in the school;
- Understand the importance of the defined curriculum;
- Ensure that modifications and accommodations are consistent with students' individualized needs relative to the school's mission and philosophy;
- Stress the importance of continued student progress both academically and in character development;
- Demonstrate mastery as a teacher to students;
- Develop the intellect of each student to the utmost of his or her ability;

- Develop the personal character of every student;
- Participate in annual professional development.

Oversee Mandated Educational Processes

To ensure the proper services and support for students who need supplemental programming, as well as to ensure that the school is in compliance with state and federal laws, the Student Services Coordinator is expected to develop and/or oversee:

- Special Education support and services;
- English Learning program;
- Section 504 Plans;
- Advanced Learning Plans

Assist General Education Teachers with Implementing Specialized Programming

To ensure the proper services and support for students who need supplemental programming, the Student Services Coordinator shall:

- Educate school faculty and staff regarding students with disabilities;
- Disseminate information regarding IDEA (Individuals with Disabilities Education Act) and ADA (American Disability Act), and any changes or updates to these laws;
- Collaborate with teachers to maintain consistent communication regarding student needs; and
- Oversee the effectiveness of modifications and accommodations.

Management of Student Services Department

The management of Student Services include the following to ensure appropriate direction to supplemental teaching staff and ensure progress for Kootenai Classical Academy's students:

- Direct supervision of Student Services staff;
- Collaborative work with the School leader to recruit and hire the best para-professionals, special education teachers, and other personnel for positions that will meet the individual needs of students;
- Definition and coordination of contracts for itinerant services (e.g., psychologist, speech therapist, occupational therapist) with the School leader;
- Oversight of the effectiveness of the itinerant services;
- Coordination of services and support to align with student needs;
- Maintain consistent communication with teachers, parents, administration, and BOD, as needed;
- Management and monitoring of progress-tracking within the state structure (SPED, ILP, etc.)
- Management and keeping appropriate confidentiality of all student records and school reports;
- Close coordination with the enrollment coordinator regarding services for incoming students;
- Ensure the confidentiality and professionalism of the faculty and staff with regards to students in supplemental programs;

- Coordination of summer school programming.

Minimum Job Requirements

- Master's degree in a brain-based field (e.g., occupational therapy, speech therapy, or school psychology) or an equivalent combination of education and experience
- Bachelor's degree in a relevant and appropriate field as it pertains to student learning and development
- Familiarity with special education laws and regulations regarding IDEA
- A special education license approved by Idaho Department of Education or the willingness and ability to obtain licensure
- Experience with students who need additional supports and services
- Management/supervision experience
- Ability to speak and write clearly
- Ability to oversee specialized programming

Other Desired Characteristics

- Experience in educational management or administration
- Knowledge of charter or independent schools
- Interest in classical educational
- Interest in educational reform
- Previous K-12 education classroom experience
- Ability to adjust to the needs of the changing student population

Evaluation Process

The special education coordinator and the IEP team will review and, if necessary, revise current IEPs and consider the students' needs and continuum of placements and related services in order to meet educational needs as soon as possible.

Whether for students with existing or revised IEPs, or new students entering the school who are identified as needing support, individualized plans will be developed to maximize the students' time with peers in the least restrictive environment. Nonetheless, a variety of means of support may be made available according to the needs of each student and as outlined in the IEP.

Outside personnel may be contracted to provide the following services based on need: e.g., speech-language pathology, occupational therapy, physical therapy, and school psychologist services. Special transportation may be provided for those students whose IEP requires that service. The need for an extended school year, paraprofessional assistance, adaptive technology, positive behavioral supports, and assistive technology may be considered and provided if deemed necessary in line with the student's IEP.

When a student is suspected of having a disability that requires specially designed instruction, Kootenai Classical Academy will form an evaluation team comprised of members consistent with the requirements of the Idaho Special Education Manual to consider a student's eligibility for special education. The evaluation team reviews information from various sources including, but not limited to, response to intervention data, ISATs, classroom grades, formal and/or standardized assessments, curriculum-based

measurements, and general progress in the grade level or subject. After reviewing all the data, the team will determine if a referral and subsequent consent for evaluation to determine eligibility for special education services is appropriate. If the student meets eligibility criteria, the team then will seek parental consent for the student to receive special education services.

Whenever students do not clearly meet SPED criteria, the team may refer students to other avenues of support, such as the 504 process.

Behavior intervention plans will be utilized if a student has behavior that impacts his or her learning and/or the learning of others.

The IEP team will determine the best avenue and least restrictive environment regarding each student's needs. KCA may utilize a Response-to-Intervention (RTI) team meeting format to evaluate student response to such intervention, consisting of problem identification, analysis of the problem, appropriate research-based interventions, and progress monitoring.

In its recruiting efforts, KCA will ensure that prospective parents understand that the school is a public school that intends to meet the needs of all students, to include those with learning disabilities. The school will also work to ensure that parent and student rights are protected, to include in the handling of personally identifiable information in student special education records. All records will be kept confidential and locked in the SPED office.

Discipline and IEPs

The guidelines provided by the IDEA and the Idaho Special Education Manual will be followed with regard to disciplining students with disabilities. If a student currently has a Behavior Intervention Plan (BIP), the plan will be reviewed to determine if intervention and response steps were implemented appropriately in a given disciplinary situation. If a BIP is not in place, the IEP team will meet to determine whether a Functional Behavior Assessment is appropriate. A Behavior Intervention Plan may be implemented if the special education team determines that the behavior of the student impacts his or her learning and/or the learning of others. This intervention, if deemed necessary, would be included in the IEP. Counseling, both individual and group, will be available to all students, including those with disabilities.

English Learners

In order to meet the needs of bilingual students or those who have limited English proficiency, Kootenai will follow the guidelines of the state EL Guidance for Idaho Districts manual. English Learners (EL) fall into three categories: (1) students whose primary home language is one other than English, (2) students from heritage language groups needing enrichment and further development of English while maintaining fluency in their heritage language, and (3) any other students needing enrichment and further development of academic English. The school will use the required procedures to serve the language needs of English Learner (EL) students. These procedures may include the following:

1. Identification of the primary or home language other than English by administering the Home Language Survey when students are enrolled.
2. Whenever the Home Language Survey indicates a language other than English, administration of the WIDA Access Placement Test (W-APT) to determine whether the student is proficient or non-proficient in all language domains. If not, placement in an appropriate program within 30 days.
3. Student evaluation and student progress assessed annually until proficiency is attained.

For EL students, the school may contract with an appropriately certified EL or bilingual teacher who can provide assistance within the classroom to the student(s) as needed. In the classroom, and through supplemental support outside the classroom, the EL teacher may assist the classroom teacher through various means, such as rewording or adapting various texts or assignments, rehearsing and summarizing class discussions, asking basic questions to ensure student comprehension, providing background knowledge the student may not have, and simply extra reading practice. In addition, other appropriate strategies will be used as ways to transcend language barriers, including the use of apt visuals and demonstrations. Since a classical school places a great deal of stock in the fundamentals of language, cognates, i.e. word roots, or “word histories,” may be used to shed light on the English language and its similarities to other languages. The aim of all these methods is content mastery, which leads to growing confidence in the language in what will be a language-rich environment for everyone.

Depending on the demographics, needs, and resources, one or more program models may be implemented (as per State EL Guidance for Idaho Districts manual):

- **in the classroom in a “push-in” setting** - teachers assist English language learners with differentiated instruction within the classroom so that students are able to access the curriculum presented; or
- **in a “pull-out” setting** - students would be pulled out of the general classroom during *non-core* instructional time to receive intensive English instruction. In the early grades in particular, these pull-out sessions may reinforce, further explain, or offer more practice in the classroom lessons, particularly in the areas of phonics, grammar, and reading.

The curriculum itself is designed to give students a mastery of the fundamentals. As such, a classical school may prove to be the best setting for EL students. Both the phonics program of Access Literacy and Singapore Math are designed to meet the individual needs of all students. Since most students will not have been taught to read or spell using an explicit phonics method, all students in the elementary school will need to begin at the beginning: with the twenty-six letters and their sounds, the almost fifty letter teams and their sounds (the 70+ phonograms), and learning how these phonograms are deployed in words of varying difficulty. The traditional term for this approach is *orthography*, which could be called the science of correct spelling. The advantage of orthography is that it systematically shows how phonograms work in each word rather than depending on students simply to memorize the word (without rhyme or reason) or intuit “the code” of

the English language itself with no instruction to that end. As has been revealed in many studies, about a third of children do not intuitively understand English spelling in the way that some of us “are just not good in math.” As such, the phonetic patterns found in the Orton-Gillingham family of research have been used for students who struggle with reading because of some kind of barrier, whether having a different native language, being dyslexic, or having suffered physical injury affecting the brain—or who simply do not have a natural grasp of English spelling.

Our phonics program is a multi-sensory approach. That is, students *hear* the explicit sounds of the phonograms spoken by the teacher, *say* the sounds themselves in a choral response, *see* the teacher writing the phonograms on the board to form words, continue to *say* the phonograms as they write the words on paper, then *see* their own written words, marked with a code that enables them to understand what each phonogram is doing in the word (as when the letter O says its third sound, or the letters CH say their second sound). This multi-sensory way of teaching helps *all students* master and commit to memory what they are learning. Thus, rather than just being handed a list of unexplained sight words (the way most of us learned to spell), students hear, say, see, and write words whose spelling patterns are explained to them, thereby taking “ownership” of correct spelling. And they love it!

Needs in Mathematics

While there is no specific disability related to mathematics (though dyslexia can drastically affect a person’s reading of numbers) many students (and adults) struggle with understanding even basic calculation. Our increasing reliance on technology—which began with the hand-held calculator decades ago—has not helped but rather disguised what appears to be a growing trend of innumeracy. A classical school seeks to provide students with a mastery of numbers no less than a mastery of words. Realizing how and why students struggle with math shapes both our teaching and our program as we work with students of widely varying abilities in order to help them achieve true understanding.

In the same way phonics offers explicit instruction in the way words work, Singapore Math offers a conceptual approach to mathematics that explains how numbers work. The Singapore Mathematics curriculum comes originally from the country of Singapore, whose students have ranked at the top of international exams for decades. Its design addresses one of the flagrant shortcomings of much math teaching in America. Plainly, many students have trouble “seeing” exactly what numbers are and how numbers relate to each other, even when counting beyond a certain number. The Singapore program explicitly teaches students in three stages of math instruction: from the *concrete* stage to the *pictorial* to the *abstract*. Students in the early grades work with small “manipulatives” (such as popsicle sticks) that allow them to feel what numbers mean. Soon, they move to the pictorial, that is, symbols or bars to represent numbers as they interact, which the students may have to draw themselves. Then they are prepared to use numbers in the abstract and understand how they relate to each other in various operations.

Use of the pictorial to represent numbers does not stop in the elementary grades, however. Particularly with fractions, and then moving into pre-algebra, students must

draw on bar-graph modeling to understand how mathematical equations actually work. For example, with bar-graph modeling students can see visually what a fourth of a half is—as it becomes one-eighth—rather than just following a rote, abstract procedure (multiply the tops of the fractions, multiply the bottoms) which does not truly register in their minds.

Such a method of teaching math supports students with varying needs. Whenever a student does not understand a particular operation, the teacher can always go back to the concrete or the pictorial representation rather than just stalling on an equation that makes no sense to the student(s).

The school will also differentiate math instruction by ability grouping in all grades beyond the early elementary (K and 1). Students, particularly those entering a charter school in the first few years, will have vastly different abilities in math. When all students are kept at grade level, the teacher is forced to teach to an artificial middle, which usually leaves at least a third of the students bored and a third confused. After initial evaluation and review, the students will be placed according to their ability levels during a common math block in the elementary grades while the upper school will offer a schedule allowing students to take the appropriate courses. The purpose of ability-grouping is *not* to “hold students back” in math, but rather to give them a solid foundation on which to build. If students do not master the basic operations, then their calculations at all levels will always be slow and mistake-ridden. Handing them a calculator in the early grades is “not an option.” Rather, we shall ensure that they master their math facts.

The school will explain the rationale of ability grouping to the parents and provide a culture in which students go to different teachers during “math time” but are not being demoted or put in “second-grade math” as third-graders, for example. Schools that have used this approach have been able to bring students who struggle with math up to their grade level more quickly and to build students’ confidence in their own math abilities as they learn to enjoy the puzzles, patterns, and mysteries of numerical relations.

Ability-grouping in math will also be the school’s approach to challenge students deemed gifted and talented in mathematics. The upper-school schedule will be made to ensure classes in pre-algebra, Algebra I, and possibly geometry will be offered during the math block in the elementary school for students who need that level of instruction.

A 2007 longitudinal study led by Dr. Greg Duncan of Northwestern University concluded that early literacy and math skill acquisition is the greatest predictor of later learning. By choosing sound research-based programs in phonics and mathematics, coupled with a classical curriculum that by definition is literacy-focused, we propose to provide students with these skills as a foundation to ensure a successful academic future.

G. J. Duncan, et al. “School Readiness and Later Achievement,” *Developmental Psychology* (2007) Vol. 43, No. 6.

Gifted and Talented

Classical education, by its very nature, upholds time-tested standards of excellence and is challenging and academically rigorous at its core. Students first encounter Shakespeare in the fifth grade. They first learn about Socrates in the second grade. They will start learning Greek and Latin roots at least by the third grade. As such, experience hath shown

that students deemed gifted and talented in other schools are genuinely challenged by the demands of classical learning. The classical curriculum is by its nature a gifted and talented program for all students.

Obviously, certain students will excel more than others. Should a student wish to pursue a more demanding level of instruction than called for in class, the teachers will work to provide such a challenge *within the curriculum* itself rather than creating an alternative curriculum or program. For example, when second-grade classes are memorizing the Preamble to the Constitution, a more talented or ambitious student could “keep going” and memorize as much of the Constitution as he or she can, or, if that proves too dry, just the Bill of Rights. In the fourth grade, the students read an adapted version of *Robinson Crusoe*. A student wishing to excel further could read Daniel Defoe’s original text, though written in eighteenth-century prose and not originally meant for children. In the sixth grade, students encounter philosophy head-on through their study of the Greeks and Romans, followed by the Enlightenment. Students wishing to go beyond the teacher’s lectures introducing the philosophical concepts of “the Cave,” the *vita activa* versus the *vita contemplativa*, the “state of nature,” the division of labor, and so on, could be given actual passages taken from Plato, Cicero, John Locke, Adam Smith, *et alia* to read and report on.

This approach of finding more challenges within the already rigorous curriculum could be compared to a Marine or soldier recruit who is not sufficiently challenged by the initial training hikes in boot camp. The drill instructor might put more weight in the recruit’s pack, already weighing fifty pounds. When the five-mile hikes on relatively flat trails turn to ten, then fifteen, then twenty-mile hikes in hilly country on days of ninety-degrees-plus temperatures, the recruit may not find the extra weight as essential.

Professional Development Plan

Professional development in the classical model will be an essential feature of Kootenai Classical’s annual program. Though training and evaluation is continuous, most faculty training will come in the form of book ends to the academic year: held in the last week or weeks of summer prior to the start of the school year and for two or more days in the early summer as an annual retreat involving similar schools.

Professional development is essential to the school achieving its mission. Though many teachers will likely have a background in classical education, whether in their own K-12 or college experience or in teaching, others will not. While elementary teachers may be very strong and well-trained in their particular academic disciplines, they may not be as well-versed in the classical approach to others. Further, even within the classical community there are different ideas concerning what is both most classical and most effective. Thus, the school’s faculty training will bring together all teachers in all subjects and for all grade levels to create a common conversation about what constitutes the school’s mission, vision, methods of teaching, and means of promoting good student conduct and progress within a vibrant and cheerful school culture.

Within this framework, the professional development will take several forms. There will be a significant amount of attention given to the mission and philosophy of KCA’s American classical approach, to common features of classroom management and school decorum,

and to school policies and practices, all discussed as a whole faculty. Further, teachers will participate in training for individual subjects: phonics, mathematics, history, grammar, etc. Elementary teachers, who teach multiple subjects, should expect every year to participate in training for phonics, grammar, mathematics, literature, history, and science. While it might appear at first glance overkill for an experienced teacher to sit alongside a teacher new to the school and to the curriculum (and sometimes experienced teachers will not be required to participate in the introductory phases of training), all of these subjects are both rich and complex enough to warrant repeated inquiry. In addition, both the insights and questions of more experienced teachers can be very helpful to newer teachers and to their veteran colleagues.

The largely subject-based training for upper-school teachers will usually be directed only at the teachers who teach those disciplines, with two provisions. First, all teachers should be given at least an introduction to all subjects taught in the school. Knowing what other teachers are doing in other subjects builds camaraderie, gives teachers a much broader understanding of the school, and invites a teacher to reflect on the methods of teaching his or her subject. (There are similarities between math and grammar, art and literature.) Second, upper-school teachers should be encouraged to attend much of the elementary training in their subject areas, again for several reasons. Doing so builds a strong alliance between upper-school and elementary teachers. It reveals to all teachers what the grade-level expectations of students are, what students will have learned in the earlier grades, what they should prepare for in the upper grades, and much more. And it both offers ideas for or roots out misperceptions of what methods should be used in any given subject or at particular levels.

Teachers (and school leaders) should practice what they preach. To this end, the school should feature a common book all the teachers and staff read over the summer and discuss in the faculty training. Rather than just talking about what The Great Conversation should look like, the faculty should participate in or “model” it. Such a conversation should give teacher insights into what is expected of them as teachers and what they should expect of their students. Though such a conversation could feature many different great books, it would be of most advantage if the chosen reading, 1) is a book that appears in the school’s curriculum (presumably on a rotating basis among elementary, middle, and high school), and 2) sheds light on classical, liberal education and/or the nature of children and youth. Here are some examples: Benjamin Franklin’s *Autobiography*; Frederick Douglass’s *Narrative*; Laura Ingalls Wilder, *Little Town on the Prairie*, esp. chapter “The School Exhibition,”; Mark Twain, *The Adventures of Tom Sawyer* (not “the model boy” of the village, nor the model student, but like many a young boy who just may end up in your fifth-grade class).

The training detailed above will be provided and orchestrated by the following leaders and institutions:

The Hillsdale College Barney Charter School Initiative (BCSI) holds an intensive week-long training for its start-up schools. This training addresses the mission and history of classical education, the teaching of various subjects, and the overarching expectations of a classical school. BCSI follows up on

this initial training with two to three days of annual training on the Hillsdale campus for teachers at the various grade levels and subjects taught (i.e. early elementary, upper elementary, upper-school by subject). Further, members of the BCSI staff visit each school in the Hillsdale network at least once per year in order to provide guidance and training.

At the annual training in Hillsdale, teachers are able to meet and collaborate with other teachers from across the country, many of whom have been in these classical schools for some time. Some of the training is led by these more experienced teachers. This kind of training conducted by those who “know the ropes” is very beneficial to teachers: both in offering new ideas for “best practices” but also in reassuring and guiding them when some things are just hard by their very nature.

Over time, both in-house and in-state training will figure prominently in the Kootenai Classical professional development. After a couple of years, certain teachers will no doubt have distinguished themselves as masters of their craft. Such teachers are often informally consulted by their colleagues for advice about what works in the classroom. A school with outstanding teachers does well to use their talents to help lead discussions and train other teachers, particularly those new to the school and new to teaching altogether. This is also a good way to train future school leaders, whether of this school or others.

Another feature of the growth of the classical school movement is an increasing level of collaboration among schools in the same state or region of the country. States that have had classical charters for some time have built, or are beginning to build, collaborative efforts such as annual conferences and rotating faculty visits. These efforts allow teachers who are geographically closer and teach in the same state system to discuss and trade their ideas. As more classical charters come to Idaho, no doubt such joint training will increase.

While the kinds of training needed to achieve the school’s mission vary according to grade level and subject matter, certain common elements transcend age and subject. The school will work to ensure teachers have these fundamental ideas of good classical teaching on their minds as they prepare and execute their lessons. Such elements or questions are:

- How does a teacher provide teacher-led instruction that nonetheless engages the students individually and enlivens the class as a whole?
- How does a teacher employ the Socratic method? What does Socratic inquiry look like in different subjects and at different grade levels?
- How do more lecture-based classes (history and science) tell the story of the human or the natural world and keep students engaged while doing so?
- How do the arts (visual and musical) appeal to certain models of excellence, and can the modern student imitate or be inspired by these models?
- How does a teacher create study questions, quiz and test questions, and essay questions that engage and do justice to the subject as they inspire the students’ minds, thus resulting in true understanding?

- How does a teacher develop assignments and tests whose “shelf-life” extends well beyond the assignment itself but remains in the students’ minds, thus producing cultural literacy, a storehouse of knowledge, and genuine, life-long participation in The Great Conversation?
- Aside from day-to-day student participation in class discussion, what other forms might the rhetorical component of classical education take? These should include memorizing of poetry; brief statements or reports from the front of the class; class debates; mini-lectures on appropriate subjects, such as a work of art, “justifying one’s answer” as in a math class, etc. The student’s academic course at Kootenai Classical will culminate in a senior thesis both written and presented orally to his or her classmates, teachers, and other invited guests.
- What constitutes fair and effective grading? (Hint: Our ideal ought to be a “Golden Mean” between every student easily making straight A’s, on the one hand, and most of the students “bombing” a test or a class, on the other.) This topic is particularly important since most students will enter the school without a classical background, and the material being taught is very demanding. Over time we should see greater mastery of the curriculum and therefore significant improvement in grades for all.
- To what extent can/should modern technology be used in a classical school?

In addition to training, the Hillsdale BCSI and the Core Knowledge Foundation have ample resources that help teachers prepare lessons and follow the sequence in any given subject or grade level. Singapore Mathematics and Access Literacy likewise offer such resources. Time will be provided during the training to show teachers how to use these materials.

Obviously, the bulk of professional development will be devoted to the curriculum and teaching. Nonetheless, sufficient time will be given to other essential topics: maintaining good discipline and decorum in the classroom; SPED, EL, and differentiated instruction; effective communication with parents; school policies and procedures, the grading portal.

Of those topics, the most essential will concern student conduct and classroom rules and overall decorum. Teachers will be instructed in the best techniques and school’s policies and philosophy of what is usually called “classroom management.” The basic strategy is to combine structured learning wherein students always know what is expected of them with interesting lectures and discussions that keep students engaged and with appeals to the best in their nature through an explicit teaching of the moral virtues (of which the school will choose six as its “core virtues”). In addition, the school will have a fair and consistent plan of discipline to correct behavior when it is not appropriate or conducive to learning. This plan will vary according to grade level so as to be age-appropriate but will throughout the grades require students to acquire what the school will call “self-government.” Though teachers may have different “styles” or “voices” in implementing discipline, as is the case with teaching, all teachers will embrace the school’s philosophy and practices of promoting good behavior.

Faculty and Staff Performance Evaluation

One of the school leader’s primary duties will be to clearly explain to the teachers expectations for their teaching, classroom management, various administrative

responsibilities (such as taking attendance in a timely manner, getting in grades, etc.) communication with parents, monitoring students outside the classroom, and the various aspects of school safety.

From the first week, the school leader will be a presence in the halls and in the classrooms to ensure the teachers fully understand and are following the expectations of the school: with the school leader's understanding being that this is a first-year school, many teachers may be in their first-year of teaching, and the school has a very unique mission. Thus, much "OJT" is to be expected. Teachers should feel that they can go to the school leader with questions and to get help in what is a friendly and productive learning environment for all. Even beyond the first year, when most of the teachers are experienced, there should always be a culture of self-improvement.

This culture is best created—at least in the classical community—by what is called “the Conversation.” Teachers should expect the school leader or, eventually, lead teachers to come into their classrooms, to observe, and then to discuss the lesson afterwards. Rather than a highly formal and formulaic evaluation, the school leader or lead teacher should be able to give a teacher advice for improvement as well as comment on the strengths of the lesson—with guidance on the subject itself—through a conversation that includes “I likeds”, questions, commentary, and suggestions. Thus, the idea of a conversation which animates the school extends to the evaluation of teaching. The hope is teachers will actually enjoy the school leader visiting classes and look forward to such “feedback” rather than dreading a hyper-official highly formal evaluation. Though this personal approach may seem antiquated in our über-rubricized and numbers-driven universe, it is most definitely *the classical approach* to teaching—in this case teaching the teachers. Was Socrates or Plato or Aristotle (or Jesus) ever evaluated by a rubric? Did Quintilian use that method with his *magistri*?

Annually, teachers should receive a formal evaluation, which includes an interview and a written evaluation to be kept in the teacher's file. The school leader should have the flexibility to follow the same conversational style (as opposed to a rubric) in the written evaluation as long as the teacher is able to see clearly his or her strengths, level of professionalism, areas needing improvement, and overall contribution to the school.

In the case of most teachers, this classical and humane approach to teacher evaluation and improvement is both useful and motivating—for both new teachers and those masters of their craft who have been teaching for years and, frankly, want to be treated as adults. There are some teachers who, though, either from want of ability or lack of willingness on their part, do not improve where improvement is clearly needed. In these cases, a more formal letter may be written notifying the teacher of specific areas of correction or change. Further, the school leader may consider having others visit the class to observe and potentially to help the teacher, whether through suggestions or direct support. For first-year teachers, particularly of younger students, it may just be the teacher needs an extra hand in the classroom, modelling, and/or to be told exactly how to perform certain important tasks. Every effort should be made to help the teacher improve.

When the expected improvement is not forthcoming, the school leader may reassign the teacher to other duties (if such duties exist and if there is a good chance of the teacher's

improving) or terminate the teacher's at-will agreement. There are, of course, other reasons for terminating an employee, e.g., lack of professionalism, the use of inappropriate language in class, or a failure to perform assigned duties (such as getting grades in or being chronically late for class).

Teacher performance and improvement on the whole, though, 95% of the time follows the adage we teach our early elementary students: "Where there's a will, there's a way."

Members of the office staff or leadership team will be evaluated in a way similar to the teachers, though clearly a different kind of observation will take place. Whereas the faculty will meet regularly to discuss matters related to the classroom, school culture, upcoming events (such as a parents' night), and the like, the office staff will usually meet as a smaller group or individually with the school leader to discuss various administrative functions: e.g., enrollment, finances, book orders. Often the staff will need to meet prior to introducing something to the faculty. Staff members may be required to attend faculty meetings when needed. It is likely that staff will be able to meet during the school day, whereas faculty meetings will be held after school on a particular day.

Section 2 – Financial and Facilities Plan

Fiscal Philosophy and Spending Priorities

Kootenai Classical Academy will function as a non-profit organization managed under the “Idaho Nonprofit Corporation Act,” as outlined in KCA’s Corporate Bylaws and Articles of Incorporation. Charter schools differ from ordinary non-profit corporations in a number of ways. In the case of finances and funding, charter schools are largely publicly funded but may receive some funding through philanthropic sources, particularly important due to the responsibility of fulfilling the obligations of public schools, albeit on a reduced budget. Not only must the charter school choose its spending priorities carefully, but it must have a heightened financial accountability and make wise fiscal choices. Charter school boards must practice robust financial oversight of management.

Kootenai Classical Academy’s fiscal philosophy is focused on the principle that all money will be prioritized to achieve excellent education of our students. KCA will have a balanced operating budget. A balanced budget is defined as a budget in which revenues are equal to (or greater than) expenditures. Our goal is to strive to have a budget with no deficit, but possibly a surplus, which will be saved in a contingency fund for unexpected needs that may arise. The budget will follow a realistic projection of future operating revenues and uses of funds. The budget will be prepared with thoughtful consideration of the school’s mission combined with the requirements of the Idaho State Department of Education and federal and local legislation.

The school will make every effort to ensure timely payments of all liabilities. Further, all expenditures will be regulated to make certain that sufficient funds are available to cover all financial obligations. KCA’s goal is to eliminate the need to borrow money. To this end, the school will be resourceful and frugal in managing and allocating our resources as well as strategic in finding additional sources of funding.

KCA will strive to be open and accountable in all relevant financial matters. The school will continue to communicate with all persons, groups, or organizations that have an interest or concern in our school. The KCA website and other media will be used to make sure our information is easily accessible.

KCA will make every effort to pay fair and competitive wages to its employees. These salaries will be reviewed routinely and in a timely manner, but no less than the beginning of each school year. This is an important tool in attracting and retaining a talented faculty and staff.

KCA values its relationships with all vendors in our community and beyond. The school will routinely review its fiduciary relationships to ensure the reasonableness of fees paid and that other contractual requirements are being met. These relationships may include, but are not limited to, attorneys, auditors, special education services, other contractors, and facilities.

Financial Management Plan

The budget will be prepared by the school leader and approved by the governing board in compliance with Idaho Code § 33-801 and policy of the State Board of Education. It will

be presented at a public hearing in May (first reading) and June (second reading) of each year and delivered to the State Department of Education as required on or before July 15th prior to the beginning of the school year.

Income sources will include state allocation per pupil, federal grants, private grants, business partnerships, and donations. The purchasing process will comply with Idaho Code § 33-601.

The accounting records will be kept in accordance with generally accepted accounting principles and standards. The school leader will be responsible for financial management, the daily monitoring of revenue and expenses, and managing cash flow. Per KCA's bylaws, the governing board has the task of ensuring the financial integrity of KCA's budget; therefore, the KCA governing board exercises fiduciary oversight of the school's finances.

The founders of Kootenai Classical believe the affiliation with the Hillsdale College BCSI provides critical support in the technical areas of starting a new charter school. Many charter schools are blindsided by a host of issues that are difficult to foresee. The experience, guidance, and rich network BCSI provides will be essential to KCA's success. BCSI provides a two-day training session to BCSI schools and founders of future BCSI schools in board governance principles, including financial oversight. Seven founding board members of KCA attended the most recent BCSI training session in April 2021.

Kootenai Classical Academy will receive back-office support for the preoperational and subsequent operational years, and currently intends for Red Apple to provide these services (see appendix F.5 Red Apple Support). These services include budgeting, accounting, and strategic financial support, guidance on Idaho state-specific financial management, ensuring the board and school staff are aware of state-specific requirements, reviewing the school budget periodically, and making appropriate budget adjustments as needed. Amended budgets shall be submitted to the State Department of Education pursuant to Idaho Code Section § 33-701(9). The school will strive to maintain an operational reserve in order to account for any contingencies.

Dr. Brian Carpenter, who provides a portion of the Hillsdale board training, makes it clear in his seminars and in the subsequent training materials that the . . . "[school leader and business manager] will be responsible for managing the school's financial position, i.e. the routine spending decisions, maintaining financial records, making deposits, filing payroll taxes, etc. The governing board is responsible for the oversight of the school's financial management. The board's responsibility is to ensure that all management responsibilities are properly executed and that the school's money is reasonably safeguarded from risk."

According to the training and follow-up materials, examples of "oversight of financial management" includes (but is not limited to) policies that help the board ensure that:

1. board members, other volunteers (e.g. lunchroom volunteers) and staff members with access to material amounts of school money are bonded;
2. the school's money is on deposit only in places and investment vehicles approved by the board;
3. management expenditures are within approved budget parameters;

4. long-range financial planning is conducted and that it reflects the board's priorities for the school;
5. documents such as IRS form 990 for schools that are 501(c)(3) are accurate and filed on a timely basis; and
6. management is using auditor-approved accounting procedures and methods.

Dr. Carpenter goes on to state that, "Two of the most valuable financial oversight policies a board can have are:

1. an internal control policy (segregation of duties). Such a policy helps prevent any individual from having unfettered access to the school's money. Failing to have such a policy can cost your school dearly; and
2. an auditor selection policy through which the board takes the lead in selecting the auditor. Among other things, the board should ensure that the auditor is independent from management." (Carpenter, Brian, 2011)

Carpenter, Brian, L., (2011), BoardWiser™, Navigating the Intersection of Governance and Management Series, 7 of 12. Brian L. Carpenter, Ph.D. & Associates.

Description of Facility Needs

As noted in the education program section, Kootenai Classical Academy features a traditional, classical education curriculum. The two most common instructional strategies employed by the school will be lecture and Socratic inquiry and discussion. The guiding principle for most K-12 instruction is that instruction will be "teacher-centered," (which actually means subject-centered), that is, in the form of a lecture, story read aloud, or teacher-led discussion. Teacher-led discussion in the lower grades will help to model inquiry and analysis for students as a way of preparing them to engage in more open Socratic discussion in high school.

This traditional instruction requires rooms with individual desks and the ability to structure rooms to focus on the teacher's instructional location, commonly the front of the class. KCA anticipates the need for facilities with classrooms that will accommodate ~~up to~~ **an average of** 27 students per classroom as well as a commons area (which may double as lunchroom area and gym) and staff and administrative offices. The school may use the 850 square foot recommended size for classrooms as a minimum size for most classrooms. The science lab(s) and art and music rooms must accommodate the extra space needed for their equipment and activities. Ideally, the office suite would also have a conference room for meetings of office staff, parents and administration, special education teams, and the like.

For the 2023-4 academic year the school will need 18 classrooms for grades Kindergarten to eight (8), plus offices, a commons area, and lunch facilities. That breaks down into 16 K-8 classrooms (or homerooms) plus a room each (preferably larger) for art and music. In addition, the building itself or site should accommodate additional rooms for the following years as the school adds at least one grade per year.

To accommodate grades K-12, KCA will need approximately 32 classrooms.

In terms of potential locations, our preference is for KCA to be centrally located in Kootenai County (hence the name of the school), most likely in Post Falls, and accessible to parents traveling via I-90, Highway 41 and Highway 53. As of ~~September~~ November 2021 the KCA founding board is still in a due diligence period on two pieces of property which meet these criteria and which would serve as excellent sites for building the school. These two locations are termed “Option 1” and “Option 2” and are described below and further detailed in [Appendix A](#).

The first choice, “Option 1”, is a 10-acre site on the east side of Highway 41, between Prairie Rd and Hayden Rd, west of Meyer. On September 3, 2021 the KCA Founding Board entered into contract on this property, with a 120-day period of due diligence. This potential property is not only in a prime location, but, as a condition of sale, the seller would perform a number of critical functions including utility hook-up and pad preparation.

The second choice for school location, “Option 2”, is slightly smaller than “Option 1”, but still offers great potential. This property is an 8.5-acre parcel within the larger 103-acre Hughes Family Farm Housing Development, located on N Meyer Road near the SW corner of N Meyer and Prairie Rd in Post Falls. On August 11, 2021 the KCA Founding Board entered into a period of due diligence on this piece of property.

Facilities Cost and Funding

Acquiring property and facilities sufficient for the needs of Kootenai Classical Academy in the current real estate and construction market in Kootenai County is not inexpensive. However, as detailed in Appendix A: Budget and Facilities Options, KCA is partnering with Round Table Funding to issue bonds sufficient to cover its facility costs. Specifically, \$9.3 Million in bonds will be issued to enable KCA to acquire property, build a facility, and execute preoperational year functions.

While \$9.3 Million is a significant burden, there is precedence among other Idaho charter schools which also bonded at the commencement of operations. Existing Idaho schools that bonded at onset include:

- Hayden Canyon Charter - March 2020 - Bonds Issued \$8,250,000
- Gem Prep Meridian North - August 2020 - Bonds Issued \$11,745,000
- Gem Prep Meridian South - September 2021 - Bonds Issued \$10,185,000

Moreover, when this bond is issued for KCA, investors will be looking to the school for repayment, not to the Charter Commission or the State. In the event the school was to cease operation, the securities documents (*F.8 RoundTable Financial Commitments*) clearly state that while bond holders’ source of revenue would cease, they would retain their mortgage claim on the property. Therefore, neither the Charter Commission nor the State is taking on additional risk when a charter school bonds to own its building versus a lease occupancy situation. Bonding also provides a lower cost of capital for new charter schools than what has previously been available.

Finally, in accordance with its fiscal philosophy, KCA’s partnership with Round Table Funding is intended to ensure the school takes on a manageable debt load and can operate

from a financially strong position. Revenues, expenses and key debt ratios are carefully analyzed as part of all financial decisions. Round Table Funding also has a fiduciary responsibility to ensure that Kootenai Classical Academy does not exceed a manageable debt load, and must analyze the school's board, leadership team, location, demand profile, educational offering, competing schools, state laws and other factors prior to bonding. Charter school investors have access to roughly 25 years of financial data from the charter school movement. Using this data they are better able to identify charter schools that have a high probability of success. With this in mind, Round Table investors are looking to commit long-term capital, have carefully scrutinized KCA, and are willing to commit to this transaction.

School Lunch Plan

Beyond the financial requirements of facilities, Kootenai Classical Academy also developed a detailed budget for a school lunch plan based on the experience of several Idaho charter schools, including Idaho Arts and Future Public School. Both schools usually generate a small budget surplus, this surplus is often used in future years. The detailed budget shown here represents the best estimate of the revenue and costs for Kootenai Classical Academy's school lunch program.

Table 1: Estimated Revenue & Costs, KCA Lunch Plan

Items	Academic Year			
	2023-2024	2023-2024 (Break-Even)	2024-2025	2025-2026
Breakfasts per day:	86	73	96	107
Days:	166	166	166	166
Meal prices:	\$ 1.50	\$ 1.50	\$ 1.53	\$ 1.56
	\$ 21,314	\$ 18,277	\$ 24,484	\$ 27,761
Lunches per day:	214	184	241	268
Days:	166	166	166	166
Meal prices:	\$ 3.40	\$ 3.40	\$ 3.47	\$ 3.54
	\$ 120,782	\$ 103,567	\$ 138,821	\$ 157,488
TOTAL REVENUE:	\$ 142,096	\$ 121,844	\$ 163,304	\$ 185,248
FRL Specialist fee:	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
	Rate (\$/hr)	Total Hours	Total Hours	Total Hours
Manager/Chef:	25.0 1368.0	\$ (34,200) 1250.0	\$ (31,250) 1368.0	\$ (34,200) 1368.0
Assistant:	11.0 845.0	\$ (9,295) 750.0	\$ (8,250) 750.0	\$ (8,250) 750.0
Assistant:	11.0	\$ -	\$ (7,700) 700.0	\$ (8,250) 750.0
Assistant:	11.0	\$ -	\$ -	\$ (8,250) 750.0
Additional staff help at lunch:	10.0 332.0	\$ (3,320) 320.0	\$ (3,200) 250.0	\$ (2,500)
PERSI:		\$ (5,185)	\$ (4,729)	\$ (5,831)
FICA/Medicare:		\$ (3,581)	\$ (3,267)	\$ (4,028)
Medical+:		\$ (6,000)	\$ (6,300)	\$ (6,615)
		\$ (49,581)	\$ (44,995)	\$ (57,124)
Food cost:		\$ (85,320)	\$ (72,960)	\$ (97,920)
TOTAL EXPENDITURES:	\$ (134,901)	\$ (117,955)	\$ (155,044)	\$ (176,054)
	\$ 7,195	\$ 3,889	\$ 8,261	\$ 9,194

Field Code Changed

Transportation Plan

The school is committed to teaching all students whose parents wish them to attend. Thus, we shall work to make sure there are no barriers preventing students' attendance based upon financial need. To that end, one important logistical operation to work out is a transportation plan. The first step of this plan is to make available to parents who want to carpool a map of all parents in their area who have expressed an interest in carpooling. There are several applications ("apps") that currently service this need. Carpooling is

particularly helpful for parents with difficult work schedules or who live rather far from the school and do not wish to make such a drive twice per day, every day.

In addition, the school will offer bus transportation to students for whom carpooling is not an option. To this end, the school will ascertain from the enrollment forms which parents need transportation provided and accordingly form a bus plan based on areas of the community that have need. We have provided a map of sample bus routes to one potential school location. This map features buses on three different routes, each one moving through an area of the county wherein live families with greater financial need.

With regard to bus transportation, the major choice the school must make is whether to operate one's own bus service or hire a contractor. Based on the experience of other schools, KCA will likely pursue a middle route, that is, hiring a bus service provider. In order to assure cost effectiveness, the school will take bids from several bus companies and speak with school personnel currently using those providers. In particular, we have made contact with a bus service which services schools in Idaho, Washington, Montana, and the Dakotas, including a well-established charter school in far North Idaho.

Should we find a competent in-house service provider who could run buses that we purchase through grants or lease, we would consider that option, provided we knew we would be reimbursed those costs by the state. Treasure Valley Classical in Fruitland has followed that route, and we are in contact with their administration.

For the moment, exact plans cannot be made since we do not know the extent to which families will need to rely on bus transportation. Nonetheless, here are two likely options and the numbers associated with them.

First option:

- Bus company providing service for three routes, roughly 12 miles in length, with buses kept on school property. Each route would be priced at two hours in the morning and two hours in the afternoon. (See another charter school's route/expense sheet attached.)
- \$400 per route per day X 3 buses X 170 school days = \$204,000
- This is a high number, but will be kept in mind to allow for a competitive bid and in case we do not need three routes in the opening year.

Second option:

- An in-house service provider operating buses we lease. (See attached.) The cost of the buses (over \$273,000) would be carried in a lease of approximately \$4000 per month, or \$48,000 per year. We would be reimbursed significant amounts for the buses and the services provided, including a first-year depreciation amount of over \$45,000, which would almost cover the cost of leasing the buses. The remaining costs would also be reduced by reimbursement from the state, leaving a total expense of \$75,989 per year, less than we currently have budgeted.

Table 2: Bus Transportation, Second Option

Accounts Payable	Amount	Reimbursement	After-Reimbursement Cost
Three 77-passenger buses	\$ 273,000	85 % (Over 12 Years)	\$ 45,591
Lease	\$ 48,000	(Not reimburseable)	
Logistics (1 year)	\$ 80,000	50%	\$ 40,000
Driver salary (3)	\$ 40,000	50%	\$ 20,000
Fuel	\$ 10,000	50%	\$ 5,000
Bus insurance (3 buses)	\$ 3,750	0%	-
LMRS (Radios)	\$ 3,500	85%	\$ 2,975
Bus washing	\$ 3,000	85%	\$ 2,550
Mechanical inspections	\$ 3,000	50%	\$ 1,500
Routing software	\$ 1,500	50%	\$ 750
Bus storage	\$ 1,000	0%	-
Driver training (CDL)	\$ 500	0%	-
DOT physical (3)	\$ 500	85%	\$ 425
UA test (3)	\$ 60	50%	\$ 30
Total	\$ 194,810		\$ 118,821
Total cost after (R)	\$ 75,989		

The bus plan would have three routes, two coming from the south and one from the north. We will obviously figure these routes according to where families who need bus services live, but based on the demographics of the county, the likely routes would be the following (also, please see Figure 1, following):

From the Southwest:

- If needed, start at Woodbridge Park on Seltice in Post Falls, north of I-90; drive westward on Seltice, with a possible pick-up along Seltice; cross I-90 on Spokane; pick up at the circle at Spokane and 3rd Streets; drive eastward on 3rd, possible pick-ups at Black Bay Park and/or Skate Park; drive northward on Greensferry, eastward on Seltice; pick-up on 3rd Street (south of Seltice) if needed; head North on 41; likely pick-up at 41 and 16th (in Goodwill parking lot if permitted, or storage unit across the street that was supportive in our leaving flyers); rest of route to school on Prairie and Meyer.

From the Southeast:

- From the Southeast (as shown): Start just north of I-90 at 15th, picking up in Cherry Hill Park; cross I-90, drive westward on Harrison, pick-up at Goodwill or St. Vincent Help Center if agreeable; cross over 95 to Northwest, drive northward, pick-up at Emma and Northwest; cross I-90 (now on Ramsey Rd.), pick-ups at the Salvation Army Croc Center (thus servicing Fairwood, Trails End and Tree Top apartments) and Jenny

Stokes Field; westward on Prairie, pick-up at Sunshine Meadows Park and/or Landings Park as needed.

From the North:

- Start at a convenient location in Rathdrum, drive northward on 41; 41 becomes 53 and turns eastward, pick-up (if needed) at 53 and Meyer; continue eastward, turn southward on Atlas; turn eastward on Lancaster; pickup at Croffoot Park; head southward on Government Way, turn westward on Miles, southward on Reed to Hayden; westward on Hayden, pick-up in the vicinity of Hayden and Atlas; southward on Meyer to the school.

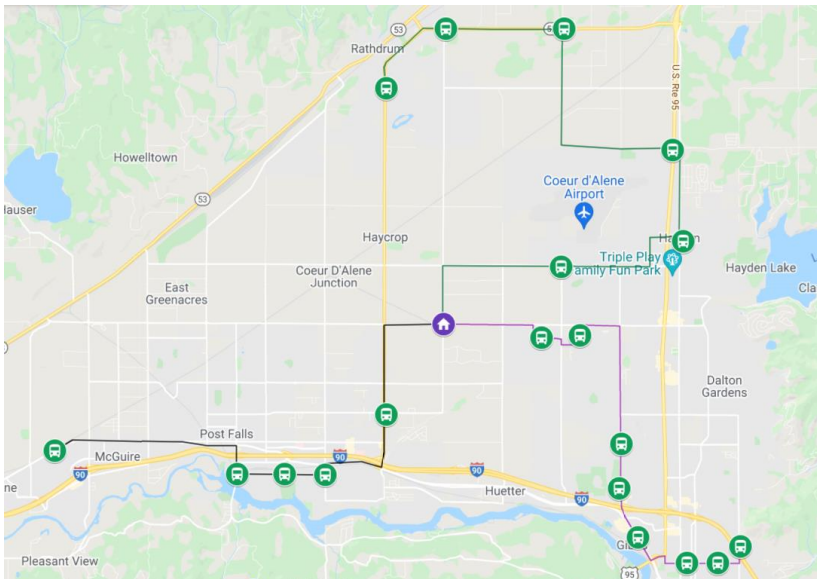


Figure 1: Proposed Bus Plan for Site 2

Section 3 – Board Capacity and Governance Structure

Description of Governance Structure

Kootenai Classical Academy will be a legally and operationally independent entity, established by the nonprofit corporation's governing board. The governing board will be legally accountable for the operation of the charter school. There will be no fewer than 5 and no more than 9 members on the governing board. The Board Officers will be President, Vice President, Secretary, and Treasurer. Each officer will be elected at the annual meeting and serve for one year. See Article VII of the KCA Bylaws for a complete description of the officers' roles. In general:

- The President of the Governing Board shall preside at all meetings and shall appoint committees with the approval of the Governing Board; shall have the right, as other members of the Governing Board, to make or second motions, to discuss questions, to vote; and may not act for or on behalf of the Governing Board without prior specific authority from a majority of the Governing Board to do so. Further, it is the President's responsibility to ensure that Governing Board members uphold their commitments and responsibilities to the school.
- The Vice President shall perform the duties of the President in the absence or at the request of the President. In the event a vacancy occurs in the presidency, the Vice President will act in the capacity of the President until the office has been filled by a vote of the Board membership.
- During the foundation period of the school the Treasurer may, at the request of the Board, deposit or disburse the funds of the Corporation and render an account of all transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall present an operating statement and report, since the last preceding regular Board meeting, to the Board at all regular meetings. Upon transition to a governing board, the Treasurer shall be familiar with the fiscal affairs of the school and keep the Governing Board informed in the event that the school's Business Manager is unable to so act. The treasurer will assist the governing board with the oversight of the Corporation's financial management, assist the Board in the development of financial policies and help ensure that financial performance aligns with board policy. See Article VI, 7.2(d) for more information regarding the authority and duties of the Treasurer.
- The Secretary shall keep the minutes of the Governing Board meetings, assure that all notices are given in accordance with the provisions of the Charter Governing Board policies and as required by law; shall countersign, when required, all authorized bonds, contracts, deeds, leases, or other legal instruments; and in general perform all duties incident to the office of Secretary and such other duties as from time-to-time may be assigned to the Secretary by the Governing Board.

The governing board may create one or more committees and appoint two members of the governing board, one to act as committee chair. Additional members of the committees need not be directors. Each committee may have two or more members, who shall serve at the pleasure of the full governing board. The provisions of the Bylaws which govern

meetings, action without meetings, and quorum and voting requirements of the governing board, shall apply to committees and their members as well. See Article XIII of the KCA bylaws for more information on committees.

Kootenai Classical Academy commits to adhering to all federal and state laws and rules and acknowledges its responsibility for identifying essential laws and regulations and complying with them. This includes Idaho's Open Meeting and Public Records laws.

See Articles V, VI, VII, and VIII of the KCA bylaws for additional details on the membership, authority, and powers of the governing Board.

See Article IX of the KCA bylaws for details on the Board meetings and open meeting laws.

Kootenai Classical Academy will function as a non-profit organization, organized and managed under the "Idaho Nonprofit Corporation Act," as outlined in KCA's Corporate Bylaws and Articles of Incorporation. Accordingly, the organizational flow chart representing the flow of information and the management structure is as follows:

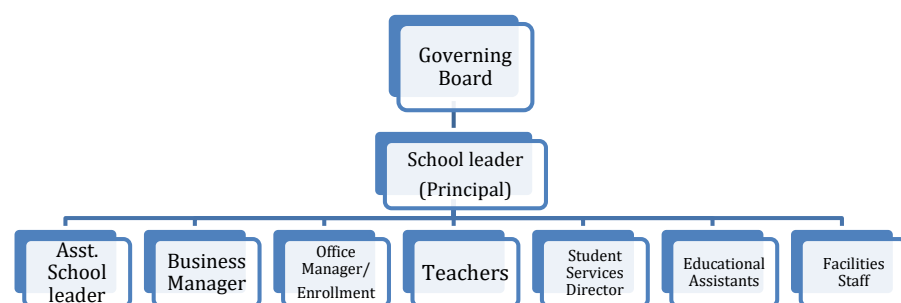


Figure 2: KCA Organizational Chart

(a) The Board of Directors:

Kootenai Classical Academy shall be governed by its Directors; as a body the Directors constitute the Board of Directors (hereafter referred to as "Board"). Kootenai Classical Academy will be managed by its school leader pursuant to the school's charter and duly adopted bylaws. The main purpose of the Board is to ensure that the school accomplishes the outcome for which the school was chartered within all the pertinent parameters. The Board will be responsible for adopting policy, overseeing the management of the school and ensuring compliance with financial procedures and policy. In addition, the Board will ensure that the mission and goals of the charter are carried out by engaging in strategic planning in conjunction with the school leader. Board members will participate in fundraising activities as deemed necessary. Board members will put the interests of the school first and refrain from using their positions for personal or partisan gain. The Board will not be involved in the daily operations of the school, but will hire a school leader, *who will be evaluated at least annually*. The Board will make sure the school leader manages KCA in compliance with the Idaho State Charter Schools law and all state and federal laws and regulations. The Board will also perform ongoing assessments of the school and its

programs and its operations. The Board will serve as liaison between KCA and the school's authorizer.

The Board will also routinely assess its own performance. Board members will participate in and develop short- and long-range plans for the school, also in conjunction with the school leader. The Board will monitor the effectiveness of the school's programs and implementation to see if the school has met the goals outlined in the charter.

In an effort to build a strong network of community supporters, KCA may establish an "Advisory Board" to connect with individuals and organizations that can provide a pipeline for potential Board members and assist with charitable donors.

Recommendations of new board candidates and elections of the Board will be held in accordance with KCA Bylaws. As new Board members are added, each will be provided an information packet which contains information pertaining to the responsibilities of a board member. The packet will include, but is not limited to, Board member roles, state statute for charter schools, ethical standards, open meeting laws, school policies, financial reports, budgets, and other responsibilities. Each Board member will have on record a signed copy of the Charter School Board Members Code of Conduct. Throughout the year, as decided by the board, there may be a training schedule to include, but not limited to, the roles/responsibilities of a governing board, review of the school's charter, review of Idaho school funding and financial audits, the governing board's ethical standards, and state statutes. As appropriate, the governing board will include other training such as the charter school board training seminars conducted at Hillsdale College. The KCA governing board will also attend the Charter School Boot Camp training offered by the Idaho State Department of Education in the Spring of 2023.

See Articles V, VI, VII, and VIII of the KCA bylaws for additional details on the membership, authority, and powers of the governing board.

(b) The School leader:

The school leader reports to the governing board at regular meetings on matters concerning the school's operations and will be required to attend all governing board meetings. The school leader will ensure the charter school performs and accomplishes the outcomes for which the school was chartered and thus will be responsible for the overall instructional and administrative leadership of the school, thus the planning, operation, and supervision of the educational program of the school, as well as the conduct and discipline of students and the formation of school culture. The school leader shall have the responsibility for all personnel matters, including having the authority to hire, train, counsel, discipline, and, if necessary, terminate all school employees. The school leader will periodically evaluate KCA employees as provided for by school policy. The school leader, in partnership with the entire governing board, will decide upon a periodic evaluation of the school leader's performance.

The school leader will establish and maintain an appropriate community relations program. The school leader shall uphold and enforce the charter; KCA governing board policies; and local, state, and federal laws and regulations. Personnel under the supervision of the school leader, as identified in the charter, include the assistant school leader, student services director, business manager, administrative

assistants/registrar/coordinator, and the teachers, educational assistants, and ancillary staff.

Founding Board Qualifications

The founding board consists of eight members who live in North Idaho. Two of the founding board members teach in higher education. They see that a stronger educational foundation is needed coming out of schools. Two board members have training as accountants and one is now working as a staff accountant at a firm that serves governments and non-profits. Two board members work in industry: one as an engineer for an aviation company, having served as a pilot in the military, the other as a senior machinist in the electronics industry. One board member has worked in finance and business administration in both public and private schools for two decades. Two board members have been certified public school teachers. One member taught public school in Florida and has since homeschooled several of her children using a well-known classical model, and has set up campuses using that model. The second board member taught public school in Montana and, more recently, in Idaho and currently maintains his own business in Kootenai County. The board attended the Responsibilities & Obligations of Charter School Boards training sponsored by BLUUM in September of 2020. Please see Appendix D for the résumés of board members.



Figure 3: KCA Founding Board Skills "Flower"

Transition Plan

Once the charter is approved and all the management duties are transferred to the school leader, the board will transition to its role as a governing entity. The current founding board is seeking individuals who will fill any vacancies that may occur once the school is established and who have sufficient background and understanding of the

mission and nature of the school. As per the bylaws, the board is seeking prospective board candidates to recruit, with the goal of having representation of the entire impact area of the school. The key element of the transition will be the delegation of the management duties to the school leader. The main purpose of the governing board is to ensure that the school accomplishes the outcome for which the school was chartered within all the pertinent parameters. The board will relinquish management focus, and the school leader will lead the school to perform and accomplish the outcome for which the school was chartered.

It should also be noted there is a transition plan from founding to governance, and that this plan will be executed as soon as practicable after the school receives charter approval. This plan is summarized in the tables below and is designed to ensure a smooth transition from founding to governance in anticipation of school operations.

Table 3: KCA Founding Board Terms & Transition

Position	Person	Term Ending	Notes
Founding Director 1	Ed Kaitz	August 2023	Transition to Director 1
Founding Director 2	Rachel Kaitz	~ <i>Charter + 60 days</i>	Anticipate resignation in February, 2022
Founding Director 3	Renee Burgess	August 2023	Transition to Director 2
Founding Director 4	Michael Burgess	~ <i>Charter + 60 days</i>	Anticipate resignation in February, 2022
Founding Director 5	Marcel LeBlanc	August 2023	Transition to Director 3
Founding Director 6	Kirsten LeBlanc	~ <i>Charter + 60 days</i>	Anticipate resignation in January, 2022
Founding Director 7	Ben Kettle	August 2023	Transition to Director 6
Founding Director 8	Erick Mack	March 2021	Replaced by Robby Miles
Founding Director 9	Robby Miles	August 2023	Transition to Director 4

Table 4: KCA Governance Board Terms & Transition (Initial)

Position	Person	Term Ending	Notes
Director 1	Ed Kaitz	August 2026	
Director 2	Renee Burgess	August 2025	
Director 3	Marcel LeBlanc	August 2024	
Director 4	Robby Miles	August 2026	
Director 5†	TBD	August 2025	
Director 6	Ben Kettle	August 2024	
Director 7			
Director 8			
Director 9			

Section 4 – Student Demand and Primary Attendance Area

Enrollment Capacity

Kootenai Classical Academy plans to open in the Fall of 2023 with at least grades kindergarten (K) through six (6), but with a target of grades K through eight (8). There is a strong demand for the higher grades, particularly seventh and eighth, among interested families, many with older children in these grades. Moreover, the founders assess there is sufficient demand to warrant an opening with grades seven (7) and eight (8), even if those grades have reduced class sizes (it must be stated that Idaho charter funding is very friendly to opening with somewhat smaller numbers in the higher grades).

Subsequent grade levels will be added each year as students advance. For a K-8 opening, the minimum number of students required to break-even financially the opening year is ~~410~~367, which is approximately 1% of eligible school age children within the target area. KCA has, however, decided on an opening target of 428, based on the current number of eligible school-age children within the target area and the increasing demand we are seeing from families (*in Appendix A: Budget and Facilities Options there is a budget shown for both the Full Enrollment Plan and the Break-Even contingency*). The school will be at capacity when the high school fills out and the total student body reaches 702 students as seen in the table below.

Table 5: KCA Full Enrollment ~~Goals~~Plan, 2023-2033

Grade	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
K	54	54	54	54	54	54	54	54	54	54
1	54	54	54	54	54	54	54	54	54	54
2	54	54	54	54	54	54	54	54	54	54
3	54	54	54	54	54	54	54	54	54	54
4	54	54	54	54	54	54	54	54	54	54
5	54	54	54	54	54	54	54	54	54	54
6	54	54	54	54	54	54	54	54	54	54
7	25	54	54	54	54	54	54	54	54	54
8	25	25	54	54	54	54	54	54	54	54
9		25	25	54	54	54	54	54	54	54
10			25	25	54	54	54	54	54	54
11				25	25	54	54	54	54	54
12					25	25	54	54	54	54
Total	428	482	536	590	644	673	702	702	702	702

The Hillsdale Barney Charter School Initiative model has found for the most optimum effect that each grade's total student count should have a working goal of 54. The total is best divided into two sections of 27 students each. The advantages of this number are:

1. A class of 27 students is feasible to teach effectively given several key features of a good classical school. The school and classroom culture is one of decorum and order. The students are often self-motivated and strongly encouraged and guided by an engaging teacher. The curriculum is rich and robust and engages the students.
2. The class size remains short of the psychological barrier of 30 held by many parents and often teachers.
3. Although the standard maximum class size is 27, the class may exceed that number ~~if one of the following happens~~ in some circumstances. For example: a student is retained at grade level (in which case all the students from the grade below can still advance); a student who is a twin or triplet gains a seat in the lottery, in which case the next seat would follow the sibling preference; or a faculty or staff member is hired who wishes to enroll his or her child in the school. Experience has shown that the number 27 allows for an added student or two in a class (four in the grade total) while keeping the number below the psychological barrier of 30.

Within rural area charter schools that provide a K through 12 education, Idaho State Department of Education data suggests that, when looking at the overall number of students per grade as they advance from grade 6 to 7, there is the possibility of an attrition rate of up to 35%. From grade 8 to 9 there is evidence of student attrition as high as 45%. Student attrition through the rest of the high school years appears to be between 25% to 30% and in middle school grades around 10%. With this information in mind as a more conservative forecast, the potential enrollment at Kootenai Classical Academy is reflected in the following table:

Table 6: KCA Potential Enrollment (based on rural attrition rates)

Grade	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
K	54	54	54	54	54	54	54
1	54	54	54	54	54	54	54
2	54	54	54	54	54	54	54
3	54	54	54	54	54	54	54
4	54	54	54	54	54	54	54
5	54	54	54	54	54	54	54
6	54	49	49	50	52	54	54
7	25	36	40	35	33	40	54
8	25	17	33	36	32	32	35
9		17	15	23	30	24	32
10			15	10	23	22	22
11				10	9	20	21
12					9	9	18
Total	428	443	476	488	512	525	560

In addition to a strong academic program, the school will put much effort into forming a vibrant school culture and hosting extracurricular activities (such as student government) in which students themselves will sometimes be able to take the lead. Further, many sports programs will be offered and added as the school grows. The reputation of the school, both for its academics and strong school culture, will highlight the opportunities that KCA offers, which will bring in new families. Further, the formation of friendships within this unique school culture, particularly in the middle-school years, cannot be underestimated.

Experience has shown that schools following this model retain far more students in higher grades than the statistics cited above indicate. KCA also anticipates a growing, steady pool of K-5 students, as well as prospective families of younger children, as the school grows in reputation and proves to be a sound educational choice.

While we must be prudent in looking at these numbers, we should also take heart based on the experience of our fellow classical school, Treasure Valley Classical (which is designated a “rural” school). From 2020-21 to 2021-22, the school’s enrollment numbers are projected as:

- An overall retention rate of 97.4%
- 51 of 54 seventh-graders returning, or 94.4%, to enter eighth grade
- A waiting list of 200 students

Primary Attendance Area

The primary attendance area for Kootenai Classical Academy is the region including the four districts comprising Kootenai County: Coeur D’Alene School District #271, Lakeland

School District #272, Post Falls School District #273, and Kootenai School District #274. The school may also attract a few students from Bonner County Districts #83 and #84.

The potential effect on the enrollment of the district schools is negligible. The initial projected enrollment of 428 would, if the students all came from district schools, be less than two and one-tenth percent (2.1%). The far more likely scenario is that many of the students would come from home-schooling, private schools, existing charters, and families new to the area. Further, the North Idaho area is experiencing significant growth, with many families coming from regions with substantial school choice. When the school reaches its capacity of just over 700 students, likely a decade from its opening, it would draw a maximum of just over three percent (3%), based on the enrollment counts of 2019-20. That number assumes completely stagnant growth of the four Kootenai school districts and all KCA students coming from district schools—both highly unlikely scenarios ([see discussion below](#)). Thus, the more likely effect of Kootenai Classical on the school districts' enrollment is circa one percent (1%). [See Table 7: KCA Worst-Case Impact on Kootenai County School District Enrollment for these estimates.](#)

[Table 7: KCA Worst-Case Impact on Kootenai County School District Enrollment](#)

Kootenai County School Districts' Enrollment:	2019-2020	2020-2021	2023-2024 [†]	2023-2024 [‡]	2033-2034 [†]	2033-2034 [‡]
CDA School District #271	11,075	10,044	10,044	11,075	10,044	11,075
Lakeland School District # 272	4,590	4,330	4,330	4,590	4,330	4,590
Post Falls School District #273	6,175	5,837	5,837	6,175	5,837	6,175
Kootenai School District #274	142	152	152	142	152	142
Total Enrollment, all Kootenai County:	21,982	20,363	20,363	21,982	20,363	21,982
Projected Enrollment of KCA :			428	428	702	702
KCA Potential Impact to Total Enrollment:			2.1%	1.9%	3.2%	3.5%

[†] Assumes no return to pre-COVID-19 enrollment numbers and all KCA students come from other Kootenai School Districts

[‡] Assumes a return to pre-COVID-19 enrollment numbers followed by no further growth, and all KCA students come from other Kootenai School Districts

[For the purpose of these calculations, enrollment numbers for both the 2019 and 2020 school years have been used. The downturn in enrollment seen in 2020 is likely due to the impact of the COVID-19 pandemic. In a post-COVID world, many of these students will return to district schools. Others, currently being homeschooled or in an online program, will only return to a school setting if it is a charter school, according to our demographic research \(see below\). As discussed, the estimates of Table 7 assume a stagnant enrollment growth in Kootenai County, an assumption which is already proving to be very conservative. For example, as recently as October 2021, both the Couer D'Alene and Post Falls School Districts have identified over-capacity in all grades, K-12. Taking it a step further, the Couer D'Alene School District in its 2-year and 7-year outlook projected severe capacity shortfalls in a majority of its schools. Table 8 & Table 9, below, are from these districts' own reporting.](#)

Table 8: Current & Projected Enrollment, Couer D'Alene School District

District K-5 School	Capacity w/o Portables	Current enrollment	Percent capacity	2024 Enrollment ²	Percent capacity	2029 enrollment ²	Percent capacity
Skyway	494	644	130%	759	154%	952	193%
Atlas	494	595	120%	563	114%	635	129%
Hayden Meadows	491	494	99%	562	114%	606	123%
Winton	468	508	109%	546	117%	520	111%
Bryan	416	406	97%	417	100%	411	99%
NExA	546	NA	NA	484	89%	520	95%
Borah	390	348	89%	353	91%	347	89%
Dalton	442	438	99%	369	84%	375	85%
Fernan	442	426	86%	361	82%	357	81%
Ramsey ³	572	738	129%	NA	NA	NA	NA
Sorensen ³	312	314	100%	NA	NA	NA	NA
Total K-5	4767	4911	103%	UNKNOWN	UNK	UNK	UNK
District 6-8 School	Capacity w/o Portables	Current enrollment	Percent capacity	2024 enrollment	Percent capacity	2029 enrollment	Percent capacity
Canfield	852	863	101%	657	77%	647	76%
Lakes	692	712	102%	926	134%	976	141%
Woodland	740 ¹	894 ¹	120% ¹	979	132%	1132	153%
Total 6-8	2284¹	2469¹	108%¹	2572	113%	2755	121%
District 9-12 School	Capacity w/o Portables	Current enrollment	Percent capacity	2024 enrollment	Percent capacity	2029 enrollment	Percent capacity
Coeur d'Alene HS	1560	1609 ¹	103% ¹	1551	99%	1539	99%
Lake City HS	1590 ¹	1585 ¹	99% ¹	1863	117%	2099	132%
Total 9-12	3150¹	3194¹	101%¹	3414	108%	3638	115%

Note: This table has been modified to fit this document. The original may be found at: <https://www.cdaschools.org/site/handlers/filedownload.ashx?moduleinstanceid=20057&dataid=24230&FileName=Long%20Range%20Plan%2008-03-2020%20FINAL.pdf>

¹District numbers replaced with more current numbers from: https://cdapress.com/news/2021/oct/24/schools-hit-capacity/?fbclid=IwAR0FP3L_kTq4H50SDiyyo8GQZ9jOF4PR8oaRNKYIi9i0yC4rjnMRuDzTu8

²Based on Projected Resident Count in Attendance Zone

³Magnet or Alternative Schools that are not enrolled by residence boundaries

Table 9: Current & Projected Enrollment, Post Falls School District

<u>District K-5 School</u>	<u>Capacity w/o Portables¹</u>	<u>Current enrollment²</u>	<u>Percent capacity</u>
Greensferry	421	370	88%
Mullan Trail	402	325	81%
Ponderosa	390	429	110%
Prairie View	465	446	95%
Seltice	367	432	117%
Treaty Rock	336	413	123%
West Ridge	437	434	99%
Total K-5	2818	2849	101%
<u>District 6-8 School</u>	<u>Capacity w/o Portables</u>	<u>Current enrollment</u>	<u>Percent capacity</u>
Post Falls	790	866	109%
River City	663	636	95%
Total 6-8	1453	1502	103%
<u>District 9-12 School</u>	<u>Capacity w/o Portables</u>	<u>Current enrollment</u>	<u>Percent capacity</u>
Post Falls HS	1564	1713	109%
New Vision (Alternative)	NA	NA	NA
Total 9-12			109%

¹ <https://www.pfsd.com/schools>² <https://www.smores.com/24khx> (Post Falls School District October 2021 Newsletter)³ Magnet or Alternative Schools that are not enrolled by residence boundaries

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Based on these numbers it appears KCA cannot come soon enough. Coeur d'Alene School district spokesman, Scot Maben may have said it best as quoted in an October 24, 2021 Coeur d'Alene Press article ("CDA Schools hitting capacity") when he said: "We were quickly getting to the point where we might need to secure a bond to finance another elementary school, especially in the faster growing western and northwestern edge of the district where all the housing construction is going on."

KCA's intended location of Post Falls borders the Coeur d'Alene School District at the western and Northwestern edges.

Demographics

"The number-one emerging property market in America is NOT in Texas or Florida. You may never have even heard of it."

As the Wall Street Journal / Market Watch headline above attests, the story of the population of Idaho is one of growth. In particular, the city of Coeur d'Alene – in the heart of Kootenai County – is the fastest growing city in the United States. Moreover, the same report ranked the city of Spokane / Spokane Valley fifth fastest growing. These two cities roughly define, respectively, the eastern and western boundaries of KCA's primary attendance area. In late April official 2020 U.S. Census data began to trickle in and, by all accounts, Idaho has become one of the fastest growing states in the nation. According to a recent article in U.S. News and World Report, anticipating the release of the census, Idaho

has the highest population growth rate in the country, ahead of fast-growing states such as Arizona and Texas, as well as Idaho's neighbors Montana and Washington. Further, United Van Lines' annual National Movers Survey shows for the second year in a row that Idaho leads the country in residents moving in versus moving away. At 70%, "Idaho was the state with the highest percentage of inbound migration." (unitedvanlines.com, 4 Jan. 2021)

North Idaho is a large part of that growth story. According to the Kootenai Metropolitan Planning Organization, it is likely that the county's 2019 population of roughly 165,000 residents will almost double to over 300,000 over the next twenty years. Accordingly, the Idaho Transportation Department is working on improvements and expansion of major highways, particularly Hwy 53 and Hwy 41. (The Spokesman Review, 18 October 2020, "... Can Kootenai County Harness Growth that would put Population above 300,000?"

North Idaho, including Kootenai county, was largely unprepared to meet the aforementioned rapid population growth, and housing prices exploded as a result. However, current reports in the real estate industry and media report that, in late 2021, these soaring prices will soon equalize as residential inventory catches up with demand. As the following table of county data illustrates, since 2018, the four major town centers which comprise Kootenai County have added much single-family housing capacity.

Table 10: Growth in Kootenai County Single-Family Housing

New Dwellings in Kootenai County 2018 - 2021YTD					
	Coeur d'Alene	Hayden	Post Falls	Rathdrum	Total
2018 Single-Family Residences (SFR)	254	8	539	179	980
2018 Multi-Family Units	321	0	285	1	607
2019 SFR	279	148	587	119	1133
2019 Multi-Family Units	147	0	552	0	699
2020 SFR	212	133	492	289	1126
2020 Multi-Family Units	120	464	871	4	1459
2021YTD SFR	199	83	404	115	801
2021YTD Multi-Family Units	31	72	377	0	480
Total	1563	908	4107	707	7285

With the addition of nearly 7,500 housing units in just three years, housing should be more affordable to new arrivals in Kootenai County. However, these new families will need to send their children to school and KCA can help meet this need.

Just as transportation and other infrastructure will have to be improved and reassessed, so the growth of North Idaho will substantially increase the demand for schools and hence of school choice.

Who are these new families?

The following information is a summary of the most recent (2019) population ethnic and financial demographics of Kootenai County and three of its towns.

Table 118: Population Ethnic and Financial Demographics of Kootenai County

Town	Population	White	Hispanic	Other	Median Household income	Per Capita Income
Kootenai Cty	165,697	90.3%	4.9%	4.8%	\$54,457	\$29,429
Coeur D'Alene	52,414	88.5%	5.4%	6.1%	\$48,893	\$27,688
Post Falls	36,250	91.5%	4.9%	3.6%	\$51,521	\$24,172
Rathdrum	9150	90.1%	3.8%	6.1%	\$53,739	\$23,453

(US Census Bureau Quickfacts, www.census.gov/quickfacts)

This story of growth for North Idaho will no doubt translate to a greater demand for school choice. The BLUUM Foundation commissioned a survey by ECONorthwest, based in Portland, to see what impact this population growth might have on charters.* The conclusion was there “are growth opportunities for high quality charter schools” in Idaho. This general conclusion applies to the North Idaho region.

Specifically, there should be growth in the coming years of the school-age population for Kootenai County in both the K-8 and 9-12 age groups. In Coeur d’Alene alone, the number should range between 1350 and 2100 school-age children K-8 and another 250-500 high school students. From that cohort, 200-500 students are likely to enroll in charter schools.

Although not a town zeroed in on for the survey, Post Falls shows even greater potential growth in charter school students. That number ranges between 250 and 750 students.

Thus, taking the mean between these two towns, there is a potential growth of nearly a thousand students entering charter schools, to say nothing of the rest of the county. This survey was completed in June of 2019. Hence, the population growth of North Idaho resulting from the COVID-19 pandemic does not figure in these statistics.

*ECONorthwest, “Idaho Charter School Growth Opportunities,” June 2019, commissioned by BLUUM, Communities of Excellence.

Community Needs and Market Interest

As per Idaho Code § 33-5202, one salient aspect of the legislative intent for charter schools is to “provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system.” There has sprung up a large public demand across the country for more educational choice, i.e. the desire for educational alternatives outside of the current educational models being exercised by the local school districts. In the words of long-time school reformer Chester Finn, “In the years ahead, we believe chartering should plant many seeds and cultivate many crops.” One of those seeds is classical education, particularly a classical education that cultivates well-informed human beings and citizens of good character. There is a strong demand for that crop to be cultivated in North Idaho.

Kootenai Classical vis à vis other Charter Schools

While it is true that there are other charter schools in North Idaho, as there are throughout the state, it must be stated that a classical school in the model of KCA would be a unique option for families in Kootenai County.

Currently there are three charter schools in Kootenai County which may appear to have overlapping interests with KCA: Couer d'Alene Charter Academy, Stem Charter, and Hayden Canyon Charter. However, all three differ from KCA in that none serve the City of Post Falls (which currently has only one high school with over 1,700 students), each is at capacity, none provide the services KCA intends to provide, and none are the American classical model.

The Coeur d'Alene Charter Academy is not within Post Falls, nor does it offer grades K-5. Therefore it is a fundamentally different enterprise from Kootenai Classical Academy. Stem Charter and Hayden Canyon Charter are in Rathdrum and Hayden, respectively, and, like Coeur d'Alene Charter, are based on educational models different from Kootenai Classical Academy. They are K-12 and K-8, respectively, and are at or close to capacity for all grades. Stem Charter does not keep a waiting list, instead closing enrollment for new students once classes are set following a lottery each year. Hayden Canyon Charter currently has 273 students on its waiting list for the 2021-2022 school year.

None of these existing charter schools offer bussing, free and reduced lunch options, or fully developed special education services – all of which Kootenai Classical Academy intends to offer. These services will draw a different and broader population of students to Kootenai Classical Academy, a population whose needs are not being met by any existing charter school.

Most importantly, none of these schools follow KCA's educational model which places Moreover, the demand for this model, with its particular emphasis upon American civic literacy and teaching of the moral virtues, This American classical model, is growing throughout the nation and is-

—In other words, there is considerable difference between the American classical model which Kootenai Classical Academy would follow and from the models of the three aforementioned charter schools, which are currently in the school districts near KCA. One of these charters is a college-prep school with grades 7-12, a second is a STEM school, while the third is expeditionary. The differences between these schools and KCA are highlighted in detail below and summarized in Table 12 Table 9, but the central point is that the parents who would choose to send their children to KCA would be very unlikely to send them to either a STEM, experiential, or college-prep school.

- The mission and philosophy of a classical education, while assuredly meant to prepare students to flourish as individuals—hence to thrive in their further education and in their respective professions and careers—aims to cultivate knowledgeable and happy human beings and citizens. Based on the ideas of the Founding Fathers, who themselves inherited this tradition two millennia in the making, a classical, liberal education has in view both the good of the individual and of our nation. To this end, we

teach young people how to achieve that good using established and inspiring models of thought, action, and sacrifice.

- What students learn in school—whether in English grammar, literature, history, art, music, biology, geometry, Latin, et cetera—is not simply a means, whether a means to a higher grade or higher test score or getting into graduate school or making a higher salary. Rather, the vast array of what young people will learn at our school are ends in themselves and will serve as so many illuminations and colorings of their world—which result in both understanding and appreciation.
- The K-12 scope is essential to the mission of the school.
- Cultivating good character in young people is the twin mission of the school; indeed, much of the curriculum itself serves that end.
- The moral virtues we impart in youth extend beyond individual character traits but are truly public virtues.
- STEM schools, by their very nature, do not emphasize the humanities and arts. Classical schools do.
- College-prep schools, by their very nature, emphasize test scores and high-stakes testing. This model of classical school, while acknowledging that various tests must be taken, de-emphasizes the stress and culture of such testing. “Don’t sweat the tests” will be the mantra of KCA.
- Technology: while faculty and staff will clearly need computers in their admin roles (albeit in a limited role in teaching), students themselves will thrive on a no-tech/low-tech diet.
- Related to our teaching of character, the spirit of service will be taught both in the classroom and via the culture of the school.
- Whereas “all work and no play” makes Jack a dull boy (and Jill a dull girl), there will be a vibrant school culture that will feature extracurricular, after-school opportunities, thus making the KCA experience both manageable and fun.

All-in-all, the following table sums the similarities and differences of the various charter schools in Kootenai County (Kootenai Public Schools are added for reference).

Table 12: How KCA Complements its Kootenai County Partners

	KCA/BCSI	CDA Charter	Stem Charter	Hayden Canyon	Kootenai Co. Public Schools
Curriculum	Classical	College Prep	Science, Technology, Engineering, Math	Expeditionary	Idaho Core
Bussing	X				X
Formal character based training	X				

	KCA/BCSI	CDA Charter	Stem Charter	Hayden Canyon	Kootenai Co. Public Schools
Free/reduced lunch	X				X
Special Education Services	X				X
Grades K-5	X		X	X	X
Grades 6-8	X	X	X	X	X
Grades 9-12	X	X	X	X	X
Sports	X	X		X	X
SAT average above 1190	X	X	X		
Supported by a network of successful schools	X				X

Starting with an Upper School

The question has been raised of whether to start K-6 or K-8. The advantages of starting with upper-school grades are listed below, followed by legitimate concerns and responses to those concerns. It should also be noted that the Hillsdale Charter School Initiative has backed and encouraged schools starting with the higher grades except in those cases where the new student body could potentially enter with very weak academic performance, usually in areas accompanied by higher rates of poverty. However, the demographics of North Idaho do not fit this profile.

Advantages of beginning with an upper school:

- Entire families of children can be served rather than older siblings having to go somewhere else or be homeschooled in the higher grades.
- The more ambitious teachers both coming out of college and currently teaching are more attracted to a school with upper grades. Therefore, often teachers with stronger academic backgrounds (who will not even consider an elementary school when applying) can thus be recruited to the school.
- In the founding years, truly pioneering students are attracted to the school who will be able to form important aspects of the school culture, to include: choosing the school's mascot; establishing a student government; starting various school traditions, such as school dances, theatre programs; starting programs that offer service to the school and the community; participate in school athletic teams that compete against other schools in the area, et cetera. Such activities contribute enormously to the esprit de corps of the school and lead to substantially increased retention and recruitment to the school in subsequent grades.

Perceived disadvantages of beginning with an upper school:

- The students are not academically ready. Coming into the school in the upper grades puts an enormous amount of pressure upon teachers, students, parents.
- Coming into a new school during adolescence will feel strange and put other kinds of pressure on young people.

Answers to those legitimate concerns:

- Every classical school in the initial years is in the remediation or “catch-up” business. Thus, the school needs to have good teachers who are well-trained, as well as a robust student services (SPED) team to help students with their various academic needs. These needs are well-known and will be met.
- Focusing on how students may be behind at a given grade (say, eighth) is looking at the matter from the wrong perspective. Any college professor who teaches freshman can attest that students coming into college are overwhelmingly not prepared. Thus, they, too are put in the remediation business. Every one of those professors would highly urge (“kill for” is not the right phrase) students to tackle more rigorous learning as soon as possible. The student who is “behind” in eighth grade will make significant progress at that level before going into high school, where he or she will continue to progress. Thus, the transition to college (where grades stay with you forever, and you are paying for it) is much smoother and more productive. Most students drop out of college because they are not ready. Let’s get to them as soon as we can.
- No one should underestimate how much students can “catch up” and excel when they encounter truly great and interesting books and subjects and are given needed support in their learning. The human mind is much stronger and resilient than we often give it credit, particularly at that age.
- Very close friendships are formed at an age when students often find themselves “uncomfortable” in their own skin. These friendships motivate students to excel both academically and emotionally. This phenomenon is difficult to describe on paper, and does not easily fit into a “rubric.” Yet this is often what parents care about most when their children are this age.
- Many of the students who will enter this school at the middle-school level will have had some experience with a classical curriculum, likely in home-schooling. Very often their desire (and their parents’) in coming to the school is to meet friends, be able to have vigorous classroom discussions with a higher number of young people, and be able to participate in the many aspects of school culture alluded to above.

Below we reveal our strategy and progress thus far in answering the growing demand in the local area.

Chester E. Finn, Jr., Bruno V. Manno, Brandon L. Wright, “We Must Diversify Charter School Options,” *Education Week*, 23 August 2016.

Enrollment and Opening Strategy

The recruitment strategy of any classical school emanates from the philosophy and methods of the classical approach itself. It is to introduce parents (as their children will

soon be) to “the Conversation.” Unlike STEM, college-prep, or career-directed schools that have an obvious connection to the concerns and promises of “college and career readiness,” classical schooling hearkens back to a traditional way of learning traditional subjects. For today’s generation of parents, it is quite likely the form of education their grandparents (or great-grandparents) had, and one many are passionately committed to once they discover it. Yet the rather counter-cultural tone of classical education (limited use of technology, required study of Latin, etc.), combined with the high academic expectations, leads to many questions (“Can my children handle this?” “What will the colleges think?”) that must be answered satisfactorily before parents will commit their children to this kind of schooling. Those questions are best answered in an open dialogue with parents—typically in meetings both large and small. For that conversation to take place, parents and school leaders and founders must be able to meet—in person. This face-to-face approach is critical to KCA’s recruitment strategy.

It is no surprise, then, that the COVID pandemic initially presented a roadblock to this strategy. However, despite the obstacles presented by the pandemic, the board of KCA in the last year generated significant interest (see Figure 4) in the school by conducting in-person information meetings in venues which would allow them, posting flyers at businesses which were still open, and even by walking door-to-door to announce plans for the school. Along these lines the KCA Founding Board intends to continue recruitment efforts as follows:

- To the extent possible, introduce the school to local organizations, whether by video-conferencing or in person.
- Maintain a school website and a social media page to inform prospective parents about the school and enrollment information.
- Place flyers with information about the school in public areas throughout the county, to include coffee shops, grocery stores, fitness centers, and libraries. This canvassing of the county may also include passing out flyers in neighborhoods, particularly in new housing developments with recent arrivals to the area.
- Hold regular public information meetings informing prospective families about the school and answering various questions. There have been half a dozen of these meetings held in the meeting room at the Cabela’s in Post Falls, the only affordable space available. (Normally, these meetings would be held in various local libraries.) The number of attendees at these meetings has grown.
- Ask prospective parents to fill out the school’s Expression of Interest form collecting contact information, number of students and their ages, current residence and plans for moving (if relevant), and questions regarding the school.
- Further ask these prospective parents to fill out a demographic survey indicating, inter alia, their current schooling situation.

Additionally, a number of the board have home-schooled their children and are well-connected with other home-schooling parents. This, too, should help support recruitment. The classical education movement has become especially popular with home-schoolers and often families do not intend to home-school their children for all grades K-12, but instead plan to instruct through a certain grade or only consider teaching at home because it is “the best option for now.” A strong outreach will be made to these families in Kootenai County.

The success of the classical model across the country and right here in Idaho will also support recruitment. Treasure Valley Classical Academy in Fruitland, Idaho launched in 2019, as a Hillsdale BCSI school led by retired Air Force Colonel Stephen Lambert. Colonel Lambert was the Assistant Principal of the Atlanta Classical Academy (another Hillsdale BCSI school founded in 2014-5) for three years and then Principal for one year before moving to Idaho. The experience of just the past year and a half at Treasure Valley Classical has proven that there is a large demand for classical education in Idaho, that Idaho students (even those with lower test scores coming into the school) can thrive in this kind of school, and that such a school can weather impressively the challenges that COVID-19 brought in the second semester of last year. Even though the Fruitland area is several hours’ drive from North Idaho, word travels and having a model in this state to point to will prove a tremendous resource in recruiting families. Further, those families who know they want to move to Idaho but have not decided where, can be more assured about their children’s education, particularly when they have attended a classical school elsewhere. Recurring questions KCA Founders have heard thus far in their efforts is from out of state people who plan to move to Idaho and ask: “Where will the school be?” and “When will you open?”

Tied to KCA’s recruitment strategy are our plans for Opening – and this has proven to be one of the school’s greatest challenges. As is described throughout this charter, North Idaho is growing very quickly. It is not surprising then that acquiring property and building a school with sufficient utilities in this fast-growing, but rural area proved extremely difficult for a school opening to occur in the Fall of 2022. Although several properties were evaluated and some offers made, in the end there were no parcels which could be had at a reasonable (responsible) price or prepared in time to support construction in the given timeline. As a result, in August 2021, the KCA Founding Board decided the best strategy for launching the school would be to push its opening to the Fall of 2023. This strategy has had immediate results as the school is in due diligence on two properties which clearly meet the financial and design requirements and timeline to support the opening (see Appendix A: Budget and Facilities Options for more details).

Increasing Demand

The changing demographics of North Idaho and the increasing demand for classical education in the charter school setting are validated by our expressions of interest and demographic surveys. Below are the results of those inquiries. As the numbers reflect, there is a growing interest in the school as more and more residents find out about it. We predict this demand will continue to increase, particularly when we can answer parents’ number-one question, “Where will the school be?”

Completed “Expressions of Interest” Forms

Kootenai Classical Academy developed an online Expression of Interest form as a means to gauge interest and demand for the school. As of ~~September 3~~October 31, 2021 ~~approximately more than~~ 500 families have completed the online form, with nearly another 100 families completing paper signup sheets. Altogether, this represents ~~almost over~~ 600 families and community members and ~~898~~945 potential school-age students.

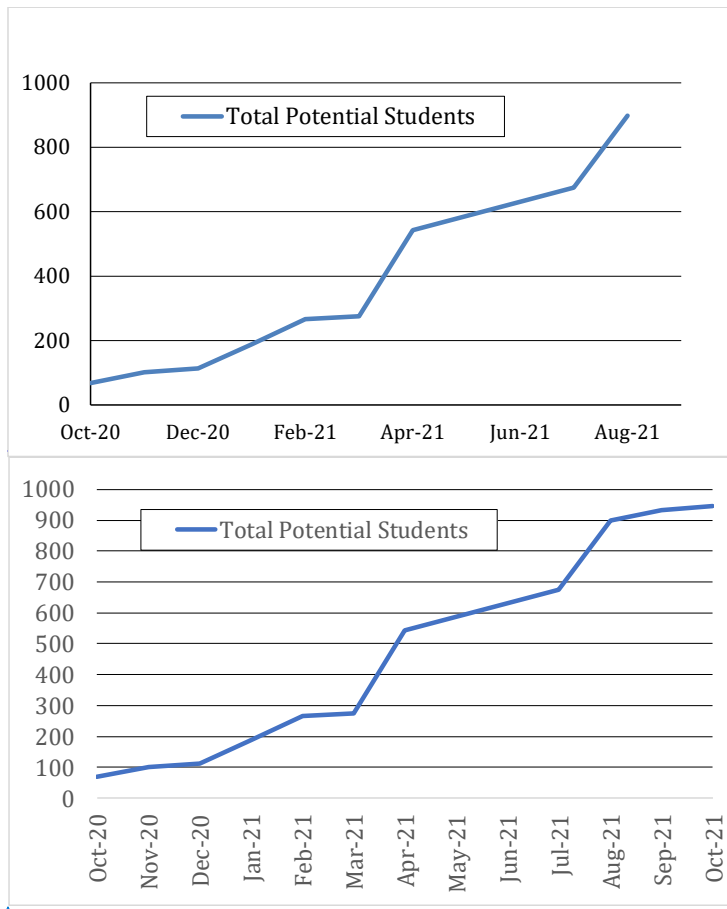


Figure 4: KCA Completed Expressions of Interest

Current Residence and School Choice

Kootenai Classical Academy also ~~recently~~ developed an online survey to assist the Board in determining the optimal location for the school as well as ~~KCA's the~~ possible impact on local school districts.

___ Of the ~~survey~~ respondents to the original survey conducted in the first half of 2021:

- 89.2% ~~currently~~ resided in Kootenai County
- 60.0% of those not currently ~~residing~~ in Kootenai County ~~are~~ were planning to move to the area prior to Fall 2023
- Of those who lived in the area, 51.5% of respondents lived closest to Post Falls
- 38.6% of respondents' children ~~are currently~~ were homeschooled
- Another 13.6% of respondents' children attended a virtual/online or private schools

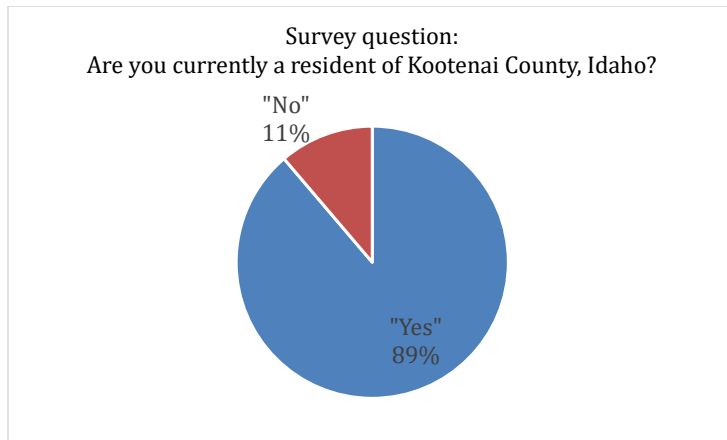


Figure 5: County of Residence, Potential KCA Families

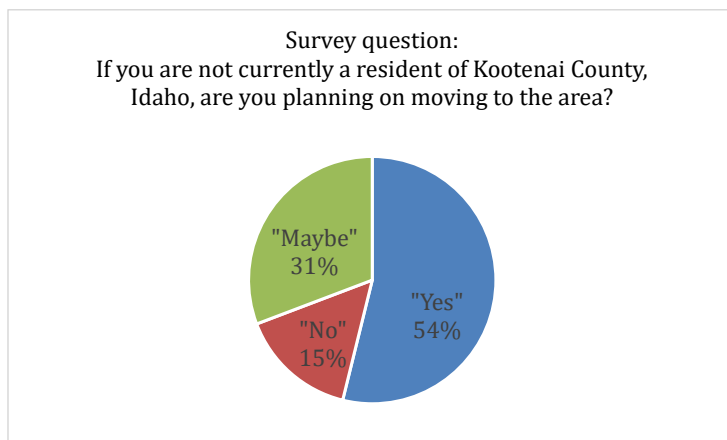


Figure 6: Intent to Move to Kootenai County, Potential KCA Families

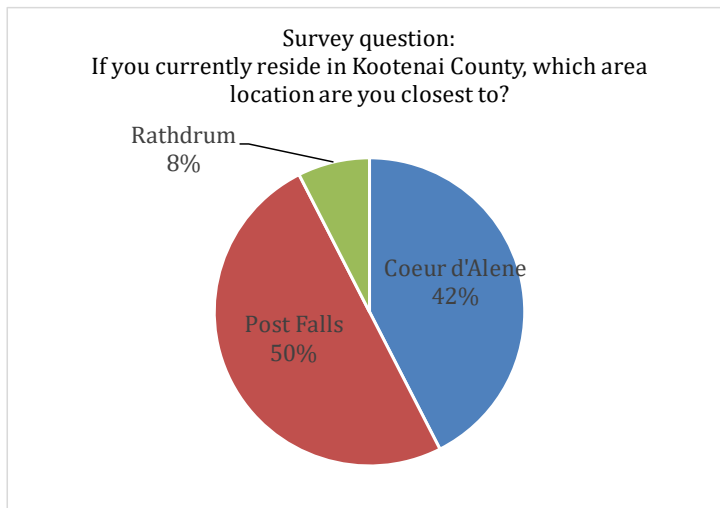


Figure 7: Location within Kootenai County, Potential KCA Families

Of respondents who ~~have had~~ school age children, those children ~~currently~~:

- Attended ~~ed~~ an area district school 22.7%
- Attended ~~ed~~ a private school: 15.9%
- Attended ~~ed~~ a charter school: 9.1%
- Attended ~~ed~~ a virtual/online school: 13.6%
- ~~Were~~ Homeschooled ~~ed~~: 38.6%

~~The~~ ~~T~~ total ~~number of~~ children not ~~currently~~ attending a ~~Kootenai~~ district school: 77.3%

Survey question:
What school do your children currently attend?

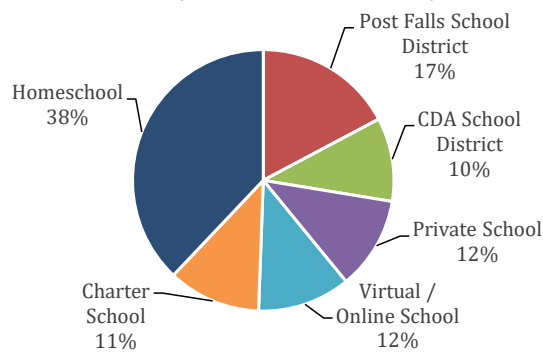


Figure 8: Current School Attendance, Potential KCA Families

In consideration of the recent growth in the number of families who signed KCA's expression of interest form, the Founding Board elected to refresh these data. On October 29, 2021 a new survey was issued via email to approximately 500 families. In just the few days between the survey date and the deadline for Charter submission, the Board received over 100 responses from families representing 189 interested students. These most recent results confirm many of our earlier findings.

Figure 9 provides an update to the results in Figure 7 and reflects a continued interest from families near the planned location for KCA.

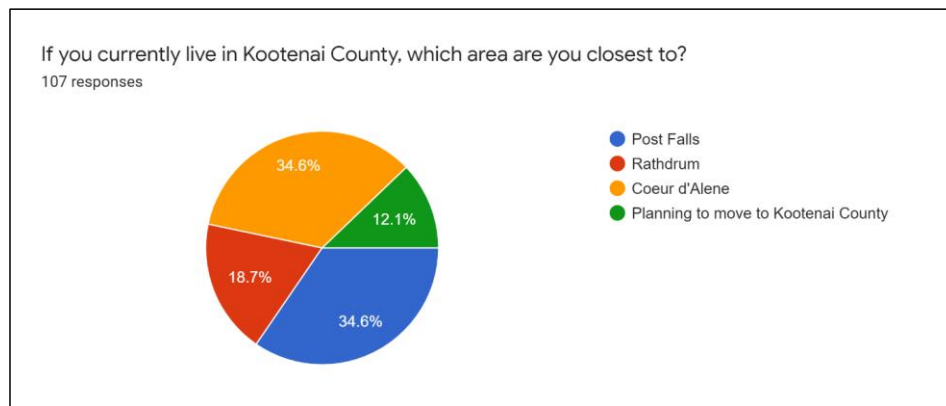


Figure 9: Updated Location within Kootenai County, Potential KCA Families

Figure 10 contains additional insights into the current school status of the students who are interested in attending KCA. These new data supplement Figure 8. According to this

newest survey, 77% of KCA's prospective students would come from a private school, a homeschool environment or would be rising kindergartners. In other words, these results confirm that KCA would have a minimal impact on current public or charter school enrollments in Kootenai County.

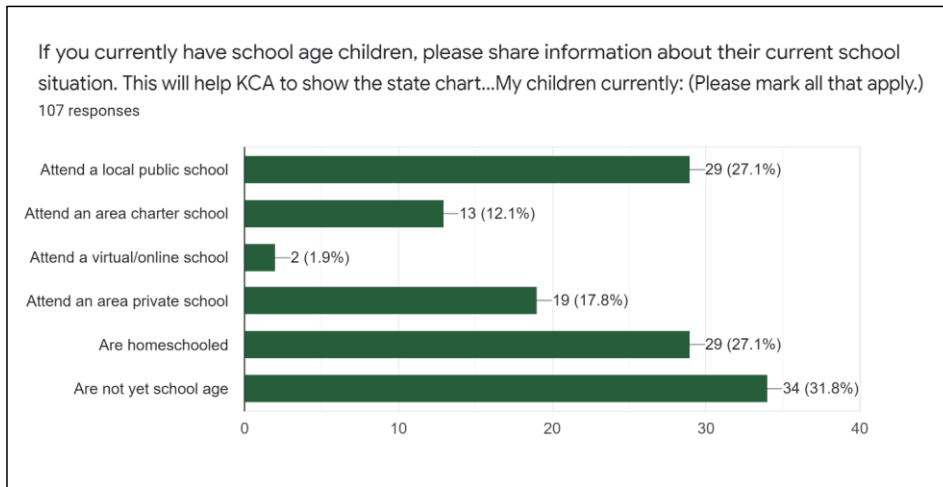


Figure 10: Updated Current School Attendance, Potential KCA Families

Finally, from this newest survey, Figure 11 shows the intended grade level of the students whose families responded to the survey. Given the statistical significance these 189 students represent in the overall pool of 945 potential students, KCA is confident its Full Enrollment Plan and Break-Even student allocation are appropriate for staff, budget and facilities planning.

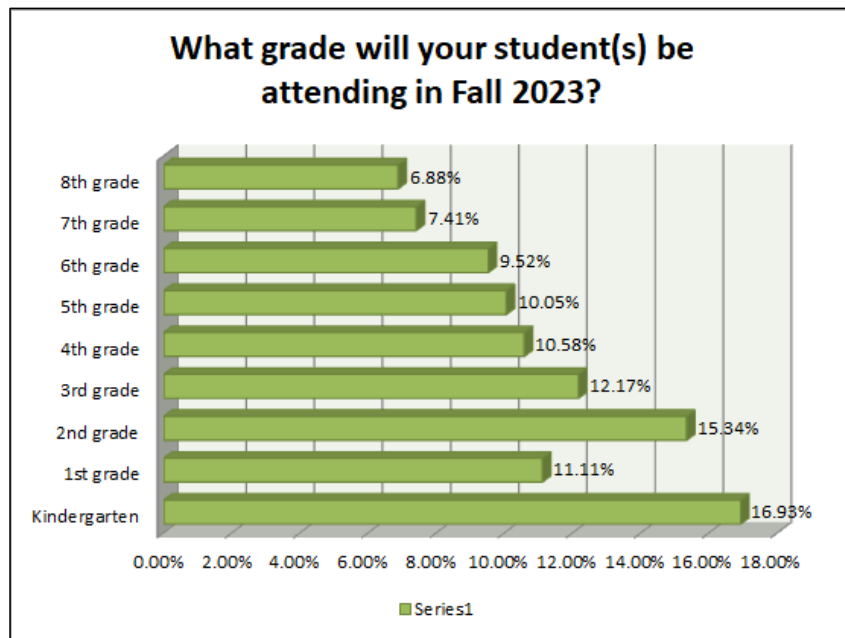


Figure 11: Planned Grade, Potential KCA Students

KCA further believes that one factor which will bring a large number of students to Kootenai Classical is a large and growing demand for training future citizens through a dynamic teaching of history, particularly United States history, and the related study of civics or government at all levels of the child's development. Our model of an American classical education places a great deal of emphasis on what has been called "the Great American Story," specifically, on the trials and heroic efforts of all Americans (men and women of all creeds and races) making good on the historic promise found in the Declaration, that "all Men are created equal." To this end, the school places a great deal of emphasis on both the history of our nation and a thorough understanding of our founding documents—The Declaration of Independence and U.S. Constitution. An American classical education model employs primary source documents combined with a reliable and engaging historical narrative to present and discuss the history of Western Civilization, the United States, and the legacy and trials of self-government left to us by the Founders. Further, the emergence of the U.S. as a world leader must also be taught for our children to understand the world they will inherit.

The Core Knowledge Sequence, in contrast to many classical education curricula, teaches some era of American history in every grade from Kindergarten through sixth grade. In seventh and eighth grades, an in-depth study of the twentieth century is offered, which offers a comprehensive coverage of both America's internal struggles and achievements and its relations to the rest of the world: World War I, the Great Depression, World War II, the Cold War, the Civil Rights movement, the Vietnam War, the end of the Cold War, etc. In

addition, in the eighth grade, the history class spends an entire quarter on the Constitution. Thus, students know American history well leaving middle school and are able to go into much more depth when they study American history and government and economics in high school. Hence the curriculum lays the foundation necessary to form knowledgeable (and we hope responsible) citizens.

While this aside may seem to belong more in the section on our education plan, it cannot be emphasized enough that our ideas and practices of education are part and parcel of our recruitment. The civic spirit of our school appeals to a large number of Idaho residents. For example, such an emphasis on both civics and service, as in our teaching of the virtues, appeals to military veterans and their families. Idaho currently ranks fifth among states with a high percentage of veterans, with over 120,000, or 9% of the total adult population having served in the military.

Enrollment Lottery and Preference

Kootenai Classical Academy will follow enrollment procedures as outlined in IDAPA 08.02.04 Section 203. The children of full-time staff and the children of founders shall be given preference as allowed under Section 203.06, not to exceed 10% of the total student enrollment allowed for each school year.

Transportation Plan

Transportation to any school can be an important factor for attendance. Kootenai Classical Academy plans to offer transportation services for students in the primary attendance area as soon as it is financially possible based on enrollment numbers and the distance from the school to the location of students' homes. This desire is to ensure that lack of transportation will not negatively affect students for whom transportation may be a barrier to attendance. Bus routes and potential localized pickup points will be determined once enrollment is finalized. These services may be provided by a contractor or by the school. At the appropriate time, Kootenai Classical Academy will follow transportation bidding process per Idaho Code § 33-1510.

Based on the recent experience of Treasure Valley Classical in Fruitland, it is possible that a grant might be obtained to pay for a bus that would belong to the school. Thus prohibitive costs of private services would not interfere with the school offering bus transportation to its families. This avenue will be pursued in the coming months.

School Lunch Program

Kootenai Classical does not want the lack of an affordable lunch to be a barrier to students' attendance. Thus, the school will explore a number of options to ensure that students with financial needs will be able to eat a healthy lunch at no cost. One likely scenario for a charter school is that KCA will contract with a local food vendor that offers lunch at a reasonable price for those who wish to buy lunch. These services tend to serve about a quarter of the students on most days (with the rest bringing a sack lunch) and a much higher number on special days such as "Pizza Fridays." Very often these vendors have built into their cost-free lunches for those students who qualify for free and reduced lunch. Should a vendor not be able to meet all of the costs, it is also common for the school to have a discreet fundraiser to pay for students who cannot afford a school lunch.

In addition, KCA will investigate the means of enrolling in the National School Lunch Program (NSLP) and the Free and Reduced Lunch program (FRL). If KCA decides to participate, information to obtain free and reduced lunches will be gathered during the enrollment and registration process. Appropriate documentation will be gathered annually and will meet the program requirements. If KCA joins the National School Lunch Program, all policies required by the program, including a wellness policy and guidelines regarding meals and snacks served at the school or school events, will be adopted.

Strategies for Enrolling Underserved Families

Kootenai County is composed of 31% single-parent homes (according to County Health Rankings), amounting to over 10,000 children; 5,668 children whose families are on food stamps (in 2020, according to kidscount.org); and 10% of the population living in poverty (U.S. Census for 2019). The largest racial minority in the county is Hispanic, at 4.9% of the total population. Poor or minority families are often underserved in many ways, to include educational opportunities.

Kootenai Classical intends to reach out to these families through information booths at community and local events; community presentations; advertising at local businesses, preschools, grocers, and food banks. School founders have met with the director of a local food bank, who has placed the school's flyer in a prominent place and talked to several parents of younger children who frequent the food bank. The school will also seek out persons in the Hispanic community who know parents who would be interested in and can spread the word about the school. KCA knows a fluent Spanish speaker who has translated our recruiting flyer into Spanish (see Appendix F: Supporting Documentation), will soon be working on other literature produced by the school, and has offered to act as a translator in informational meetings for the Hispanic community. In all such recruiting meetings and other interactions, it will be stressed how a classical education in the American tradition is meant and designed for all citizens (or future citizens), and that the school's emphasis on mastering the basics—then building on that foundation—may be the best choice for their children. Several practices can be followed once the school is open that show even further how the school is the "right place" for their children, such as having a translator at parent-teacher conferences, someone in the front office who has at least a fair working knowledge of Spanish and can thereby answer quick questions (as can the school leader), and making sure all important announcements, calendars, and other media are translated into Spanish.

The 2016 BLUUM report "Hispanic Parents Speak Out," composed of information compiled from Hispanic parents in eastern and southern Idaho who had opted to send their students to non-traditional public schools, highlighted features valued by the Hispanic population that are perfectly aligned with the structure and goals of Kootenai Classical Academy. Among those features:

- *"The Hispanic parents . . . interviewed prized a school that emphasized respect and good behavior. These were values they typically emphasized at home, and they wanted the school environment to reflect those priorities."*
- *"Parents typically responded well to school uniforms or a strict dress code because these communicated that a school was serious about student behavior. To some, there was an additional practical benefit – uniforms simplified the challenge of dressing youngsters."*

- *“Take pride in having good teachers that care about children and in the school’s preparation of students for college. Schools might also highlight specialized courses of study.” (FDR Group, 2016).”*

Each of these preferences aligns with KCA’s educational program, philosophy, and school culture.

It cannot be emphasized enough that the American classical model of education is open to all children. The legacy of the Founding Fathers in the field of education was, right as the nation was achieving independence, to extend what had been in European aristocracies a liberal education for mostly the sons of rich and influential families, to all Americans and, what was truly revolutionary—to their daughters (see Thomas Jefferson and Benjamin Rush documents listed above). The emphasis placed upon language enables students who may come from a different country or a family that struggles with language to master the English language far better than even most college graduates do today. Further, Hirsch’s idea of cultural literacy was originally and still is meant to overcome the barriers created for children of disadvantaged backgrounds who are not (to use a colloquial phrase) in the know when certain references are made and thus not able to participate fully in the culture. The goal of an American classical education is to build bridges—and to rebuild the burned or fallen bridges of our society—so that all Americans may have the opportunity and the will to flourish as human beings and as proud, responsible citizens.

Section 5: School Leadership and Management

The successful flourishing of any school depends upon the abilities, hard work, and dedication to the mission of the leadership, staff, and teaching faculty. Obviously, the proof will be in the pudding. Yet Kootenai Classical already has several factors working towards its promise of becoming an outstanding school. First, the classical model of education itself is experiencing a Renaissance in this country, and thus attracting talented and dedicated people into its ranks. Second, the founding board members have an educational presence in this community that has been years in the making. Third, Hillsdale College and its model of an American classical education is known and appreciated in North Idaho. Fourth, the astonishing movement of people to North Idaho brings teachers as well as students. In sum, there is every reason to think that a highly talented and dedicated leadership team and faculty will be attracted to this school which will serve our students and reflect well upon the state as a whole.

Below are the job descriptions for the school's leadership, student services, office staff, and teaching personnel. These job descriptions were taken from the employee policy manuals of several established classical charter schools, the policies of which would also be used to run the school. Further, these job descriptions are preceded by a model of an evaluation plan for the school's leader. While this may seem simply like a list of questions, these questions, followed by the job descriptions, indicate that the school's founders know precisely what sort of people must be hired to lead and to teach in a school with this distinct mission and philosophy, and how to accomplish that mission. It all boils down to whether the best teachers can be hired to teach the best books in order to bring the best out of our students.

Board of Directors' Evaluation of the School's School Leader

Throughout the school year, there will be an ongoing conversation about the progress of the school between the Board of Directors and the School Leader. No doubt, the board will have questions about how certain practices or policies are being implemented and any challenges the school faces along with signs of success. At the end of the academic year, the Board will conduct a formal evaluation of the School Leader, drawing on several sources: an annual parent survey, an annual employee survey, general school visits by board members, as well as observation of faculty training and of classes, standardized testing results, enrollment numbers, the school's budget, and the School Leader's self-evaluation.

In order to evaluate the School Leader with the mission of the school chiefly in mind, the following questions will be considered. The School Leader may be required to answer these questions in a self-evaluation and given some opportunity to explain answers in a short narrative, rather than just a survey format. The Board should realize that the School Leader's evaluation of teachers and staff takes the form of a "conversation" very much in keeping with the philosophy of the school and, further, that the start-up year in particular is a very demanding and eventful effort wherein not everything will run smoothly. "Improvise, adapt, and overcome," is a phrase used in the Marine Corps and should likewise be understood by those establishing and running charter schools.

- Over the past year, did the school accomplish its mission?

- Are the teachers on the whole competent (preferably masters) in their disciplines, capable in their teaching and leading of children, committed to the mission of the school, eager to improve, and friendly?
- Did the School Leader provide adequate training of and direction to the faculty?
- Did the School Leader visibly act as the academic and intellectual leader of the school, both for teachers and for students?
- Have the students made substantial academic progress over the past year?
- Have they improved in character?
- Have they participated in and enjoyed school activities outside the school day?
- Did the School Leader visibly act as a leader in promoting the school's virtues and cultivating good character in the students?
- Did the School Leader lead the way in shaping school culture and discipline? Is that culture and discipline evident in a simple "walk through the halls"?
- Did the School Leader communicate with parents, to include supervising weekly notices of events, holding occasional talks on the mission and nature of the school, act as a presence during carpool, meetings, etc.?
- Is the school's office staff helpful, competent, and friendly? (This responsibility may be given directly to the Assistant School Leader, though the School Leader is always accountable.)
- Does the School Leader clearly support the learning of all students? (Including those with disabilities and from disadvantaged backgrounds.)
- Were various "issues" handled with an appropriate amount of prudence and care?
- Is the overall morale of the school high? That is, do students enjoy going to school and the faculty enjoy teaching?
- Is the overall parent satisfaction with the school high? Are parents on the whole happy with the school, re-enrolling their children for the next year, and telling others about the school?
- Has the school stayed within budget in its operations and met financial goals?
- What is the enrollment projection for the coming year?
- What is the attrition rate of students? If rather high, why?
- What is the attrition rate of faculty and staff? If higher than expected, why?

In light of these and other questions, the Board's evaluation should take the form of both a written document and a discussion during the executive session of a board meeting, preferably in the summer. If, however, the Board finds the School Leader lacking in performance, the board should address any and all issues as soon as possible rather than waiting for the end of the academic year.

Kootenai Classical Academy will maintain a job description for each position in the School. These job descriptions are subject to change as the School grows and improves over time. The School Leader, in consultation with the BOD, may reallocate the responsibilities among the personnel and create new positions as necessary.

All employees—faculty, office staff, and administrators—are responsible for the education of students at Kootenai Classical Academy, which includes setting an example of high moral character and embracing the virtues of a free and just society.

Job Descriptions

School Leader

General

The School Leader is the Master Teacher and Chief Executive for the operation of the School, accountable to the BOD and ultimately responsible for the success of the education of the students in accordance with the principles set forth in the charter document. As leader of the School, the School Leader must have high moral character and embrace the virtues of a free and just society.

The School Leader shall:

- Implement the School’s mission, vision, and policies as set forth by the BOD
- Support the BOD in securing the School’s long-term interests
- Foster excellence and academic integrity
- Ensure sound management of the School

The following expands on the duties above:

Implementing the School’s Mission, Vision, and Policies

The School Leader shall:

- Articulate the ideals of classical education among BOD, faculty, staff, parents, students, and the community at large
- Adopt and promote the vision, mission, and the principles of the charter
- Support and adhere to the agreements between the School and the Barney Charter School Initiative (BCSI), as adopted by the BOD
- Approve all curricular purchases and programs, based on guidance from the BOD and BSCI
- Ensure the virtues and duties of a free and just society are appropriately taught
- Ensure all extra-curricular activities uphold the mission and philosophy of the School
- Participate in annual professional development seminars offered through the Barney Charter School Initiative
- Keep informed of the current state of education in the State of Idaho and the nation

Supporting the School's Long-term Interests

The School Leader shall:

- Promote the role of the School as a pillar of academic and character excellence in the community
- Protect the School from curricular alterations by ensuring that the curriculum and its delivery is academically sound and consistent with the philosophy of the School as set forth in the charter application, as well as guidance from BCSI
- Promote the School's autonomy to fulfill its mission and vision, including financial autonomy

Fostering Excellence and Academic Integrity

The School Leader shall:

- Cultivate and reward student excellence
- Develop and promote character education
- Cultivate and reward excellence in teaching
- Plan for the academic and professional growth of faculty
- Teach one class and demonstrate mastery as a teacher, to set an example for faculty and students
- Develop himself or herself in accordance with the School's Core Virtues

Sound Management of the School

The School Leader oversees the development and evaluation of faculty, staff, and students, as well as the prudent allocation of School resources.

School and Faculty:

The School Leader shall:

- Recruit the best teachers to work for Kootenai Classical Academy
- Recommend new faculty and staff positions to the BOD
- Evaluate personnel performance
- Motivate and unify faculty and staff in a non-threatening environment
- Foster collegiality among faculty and staff
- Work closely with parent groups and committees
- Advise the BOD and Assistant School Leader regarding the management of physical resources
- Recommend corrective action to address recognized problems
- Facilitate communication among BOD, faculty, staff, parents, and students
- Ensure the professionalism of the faculty and staff

- Oversee creation of the student handbook in cooperation with the Board of Directors
- Inform registrar and the BOD of class offerings and teacher assignments
- Ensure that faculty are uniformly and consistently implementing the academic policies

Finances:

The School Leader shall:

- Set budget priorities in line with the school's mission
- Acquire general knowledge of the School's fiscal status
- Authorize expenditures in accordance with the annual budget
- Consult the BOD regarding extraordinary expenditures
- Oversee and approve teacher employment agreements
- Review monthly the ordinary administration of the School, and the implementation of budgets

Minimum Job Requirements

- Master's Degree in a related field, or an equivalent combination of education and experience
- Substantial classroom teaching experience
- Experience in educational management or administration
- Management/Supervision experience
- The ability to speak and write clearly and persuasively
- Unwavering commitment to and deep understanding of classical education
- Ability to oversee a classically-based curriculum

Other Desired Characteristics

- Knowledge of the Core Knowledge Curriculum
- Experience in or knowledge of charter or independent schools
- Previous K-12 education classroom experience

Assistant Principal

General

The Assistant Principal is accountable to the Principal.

The Assistant Principal is the authority in charge of

- Student discipline
- Supervision of non- academic programs
- Facilities
- Ancillary staff

As a leader in the School, the Assistant Principal must have high moral character and embrace the virtues of a free and just society.

The following expands on the duties above.

Student Discipline

The Assistant Principal shall:

- Enforce the School's policies and procedures for discipline, dress code, and attendance
- Foster strong relationships with students of every age and grade
- Rely on the School's Core Virtues in discipline
- Seek parental support for School policies
- Ensure that faculty are uniformly and consistently implementing disciplinary procedures.

Supervision of Non-Academic Programs

The Assistant Principal shall:

- Represent the School at various meetings and functions
- Oversee and/or administer standardized testing
- Develop and oversee the club and athletics programs in line with the School's classical mission, unless otherwise provided for by other staff.
- Oversee the security plan for the school
- Prepare a plan for remote learning in the event needed

Facilities

The Assistant Principal shall:

- Ensure the safety and cleanliness of the facility
- Ensure that classrooms that are appropriately outfitted for instruction
- Oversee building security, which includes the issuing of keys to staff and volunteers
- Seek out maintenance providers
- Ensure that parents, staff, and students, adhere to the established traffic procedures

Ancillary Staff and Non-Academic Duties

The Assistant Principal shall:

- Assign to staff and faculty non-academic duties approved by the School Leader
- Ensure that staff fulfill these duties
- Supervise part-time, non-teaching employees (including health techs and teacher aides)

Minimum Job Requirements

- Bachelor's Degree in a relevant field, or an equivalent combination of education and experience
- Experience in a supervisory role
- Ability to mediate difficult situations
- Experience working with students in sports or other non-academic activities
- Knowledge of business practices
- The ability to speak and write clearly

Business Manager (if applicable)

General

The Business Manager is accountable to the School Leader. (Note: the financial accounting for the school may be outsourced to a business services provider)

The Business Manager shall maintain the School's financial independence.

Audit

- Ensure complete accuracy with the preparation, coordination, execution and reporting of annual financial audit
- Responsible for audit results and remedies
- Responsible for meeting District and State audit reporting timelines

Budget

- Provide BOD and School Leader with actual costs for budget development
- Budget preparation, analysis and management
- Timely and accurate reporting on Month-End Close and associated report generation and distribution
- Long-term financial planning
- Oversee expenses as authorized by the School Leader in accordance with the BOD-approved annual budget
- Oversee and ensure complete accuracy with all account payables and receivables

Charter School Law and Funding

- Responsibility for adherence to all charter school law and funding requirements
- Application, acquisition, budgeting, allocation, tracking and management for all bonds, grants, mill levy, and Title Funds
- Timely and accurately reporting to School Leader and BOD with respect to above-mentioned funding

Contracts and Insurance

- Ensure School meets all Federal and State insurance and contractual obligations
- Ensure School complies with all Kootenai County insurance and contractual obligations
- Responsible for vendor interface

Human Resources – Benefits & Payroll

- Responsible for HR benefits acquisition, compliance, management and reporting
- Responsible for timely and accurate payroll management, distribution and reporting

Records and Reporting

- Oversee and ensure timely accuracy in the management and maintenance of all School financial records and financial databases
- Timely and accurate reporting with respect to all applicable District, State, and Federal requirements
- Timely and accurate reporting to School Leader and BOD of all requested financial information, as well as any outstanding issues that would affect the financial standing of the school
- Provide special reports, as requested, to the BOD on an ad hoc basis

Supervision

- Ensure the proper training, job performance, and management of the bookkeeper, payroll clerk and any other applicable employees responsible for financial transactions and/or financial records (this includes any training/apprentice as designated by the BOD)
- Regular communication and training with Board Treasurer and/or other members interested in understanding the state of the School's finances

Office Manager/Enrollment Coordinator

(Note: This will likely begin as a combined position but over time branch into two.)

General

The Enrollment Coordinator is accountable to the School Leader.

The Enrollment Coordinator shall duly enroll each student.

Contact for New and Prospective Families

- Receive and return all communications from new or interested families within 48 hours.
- Guide prospective family visitations to classrooms
- On an on-going basis, meet with people who are interested in enrolling

Community Outreach

- Prepare and deliver informational presentations

- Ensure correct information regarding Kootenai Classical Academy to the community
- Ensure correct positive message to the community

Manages the lottery for every grade

- Draw lottery for all grades that are full
- Continually update student lottery for accuracy
- Save data for potential audit
- Ensure all classes are as full as possible

Creates and maintains class lists

- Processes teacher/admin recommendations
- Processes parent requests

Schedules elementary and junior high classes

- Oversees student data systems

Administrative Assistant

Kootenai Classical Academy will employ one or more Administrative Assistants to fulfill an array of responsibilities as needed. These responsibilities are distributed and shared throughout the office. Depending on the duties an Administrative Assistant is accountable to the School Leader, Assistant Principal, or Business Manager. These duties are categorized as follows:

Accountability to School Leader

- Compile, process, and maintain school records of students in a manner consistent with administrative, ethical, legal, and regulatory requirements of the Idaho Department of Education
- Process, maintain, compile, and report student information
- Develop school schedule for students, classrooms and teachers
- Compile and submit report cards for grades K-12
- Proficiently manage the grade book, including staff training and supervision
- Maintain confidentiality surrounding student records and information
- Work with the School Leader to evaluate transcripts for new students to determine appropriate and equivalent awarding of credits and grade placement
- Communicate with the state to gather and/or provide information regarding programming in an effort to clarify course titles, program structures, grading scales, and scheduling models that affect the awarding of credits
- Maintain electronic school records and physical student files, including report card grades, immunization records, emergency card information, and student demographic information

Accountability to Assistant Principal

- Maintain health records
- Assist in the clinic
- Collaborate with school administration to prepare for, organize, and facilitate the new student registration process
- Track student attendance and truancy
- Coordinate and submit November and other student count reports to the state
- Accountability to Business Manager
- Bookkeeping
- Human Resources paperwork, organization, and records

Student Services Director

General

The Student Services Director is accountable to the School Leader.

The Student Services Director shall:

- Ensure the mission of the School by overseeing the appropriateness of modifications and accommodations for students in specialized programming
- Oversee the education of students with IEPs, 504 Plans, and ALPs
- Assist and supervise general education teachers to meet individual students' educational goals for students with IEPs, 504 Plans, and ALPs
- Supervise and evaluate Student Services staff.
- Set budget priorities for the Student Services Department and have general knowledge of the Department's fiscal status.

The following expands on the four main areas of responsibility:

Ensure the Mission of the School for Students with Specialized Programming

In order to maintain the mission of the School, the Student Services Director shall:

- Remain faithful to the academic curriculum and character education in the School
- Understand the importance of the defined curriculum
- Ensure that modifications and accommodations are consistent with the School mission and philosophy while at the same time serving students with special needs
- Stress the importance of continued student progress both academically and behaviorally
- Demonstrate mastery as a teacher to students
- Develop the intellect of each student to the utmost of his or her ability
- Develop the personal character of every student

- Participate in annual professional development seminars offered through the Barney Charter School Initiative

Oversee Mandated Educational Processes

To ensure the proper services and support for students who need supplemental programming, as well as to ensure that the school is in compliance with state and federal laws, the Student Services Director is expected to develop and/or oversee:

- Special Education support and services
- Section 504 Plans
- Advanced Learning Plans

Assist General Education Teachers with Implementing Specialized Programming

To ensure the proper services and support for students who need supplemental programming, the Student Services Director shall:

- Educate school faculty and staff regarding students with disabilities
- Disseminate information regarding IDEA (Individuals with Disabilities Education Act) and ADA (American Disability Act), and any changes or updates to these laws
- Collaborate with teachers to maintain consistent communication regarding student needs
- Oversee the effectiveness of modifications and accommodations

Management of Student Services Department

The management of Student Services is to include the following to ensure appropriate direction to supplemental teaching staff and ensure progress for Kootenai Classical Academy's students:

- Direct supervision of Student Services Staff
- Collaborative work with the School Leader to recruit and hire the best paraprofessionals, special education teachers, etc. for positions that will meet the individual needs of students
- Work under the authority of [state Special Education team]
- Definition and coordination of contracts for itinerant services (e.g., psychologist, speech therapist, occupational therapist, etc.) with the BOD
- Oversight of the effectiveness of the itinerant services
- Coordination of services and support to align with student needs
- Maintain consistent communication with teachers, parents, School Leader, and BOD, as needed
- Management and monitoring of progress tracking within the school systems (SPED, ILP, etc.)
- Supervision of the Student Services secretary (if there is one)

- Close coordination with the enrollment coordinator regarding services for incoming students
- Ensure the confidentiality and professionalism of the faculty and staff with regards to students in supplemental programs
- Coordination of summer school programming

Minimum Job Requirements

- Bachelor's degree in a relevant and appropriate field as it pertains to student learning and development
- Familiar with special education laws and regulations regarding IDEA
- Have a special education license approved by Idaho Department of Education or be willing and able to obtain licensure
- Experience with students who need additional supports and services
- Management/supervision experience
- Ability to speak and write clearly
- Ability to oversee specialized programming

Other Desired Characteristics

- Master's degree in a brain-based field (e.g., occupational therapy, speech therapy, or school psychology) or an equivalent combination of education and experience
- Experience in educational management or administration
- Knowledge of charter or independent schools
- Interest in classical educational
- Interest in education reform
- Knowledge of the current state of education in the nation
- Previous K-12 education classroom experience
- Ability to adjust to the needs of the changing student population

Teacher

General

Teachers are accountable to the School Leader.

Adherence to Kootenai Classical Academy Mission and Philosophy

The teacher shall:

- Understand and adhere to the principles of classical education
- Develop the intellect of each student to the utmost of his or her ability
- Develop the personal character of every student
- Be highly-qualified in his or her discipline

- Participate in annual professional development seminars offered through the Barney Charter School Initiative

Knowledge of Academic Discipline(s)

- Upper School: Depth of understanding in one or more academic disciplines
- Grammar School: Breadth of understanding across the curriculum

Command of the English language

- Ability to speak lucidly and grammatically
- Ability to write lucidly and grammatically
- Ability to correct students in writing and in speaking

Teaching Abilities

- Ability to convey knowledge to young people
- Willingness to meet each child's academic needs
- Promotion of high academic standards
- Unrelenting desire to improve students' work
- Ability to engage all students in the discussion

Maintenance of Classroom Decorum

In order to maintain a classroom conducive to learning, teachers shall:

- Enforce the dress code
- Require students to speak in turn
- Prevent any student from disrupting the class by using the established disciplinary procedures
- Require students to be respectful to their teachers
- Insist that students are attentive and participatory
- Speak of and model character in terms of the School's core virtues
- Require each student to think of his or her good in relation to the good of the class and the School as a whole
- Tolerate no cruelty amongst and between students
- Be sensitive to problems as they are developing and intervene immediately

Maintenance of Good Parental Relations

- Respond within 2 days to parent emails
- Reach out to parents when their students are struggling or excelling
- Frequent communication with parents when necessary

Overall Attitude

- Loyalty to the school and its mission
- Willingness to take direction from the administration
- Collegiality

Other

- Punctuality and attendance
- Initiative and effort
- Professionalism
- Professionalism in appearance
- Attendance to other assigned duties

Minimum Job Requirements

- Bachelor's degree in a relevant field
- Demonstrated mastery of an academic discipline (upper school and specialists)
- Required credentials to teach in Idaho charter school
- Ability and willingness to teach a range of subjects (elementary)
- Ability and willingness to teach the Core Knowledge Sequence or High School curriculum as defined in the charter application
- Willingness to teach moral character in line with the school's core virtues
- Ability to speak and write clearly and effectively
- Conviction in the values of a rigorous liberal arts education
- Ability to maintain an orderly classroom

Other Desired Characteristics

- Previous teaching experience or experience working with young people
- A liberal arts education
- Experience with the Core Knowledge Sequence or higher liberal arts teaching
- Experience in or knowledge of charter or independent schools

Teacher's Aide**General**

Teacher's Aides are accountable to the Assistant School Leader.

A Teacher's Aide supports the educational program in the classroom but does not represent the school in any official capacity. He or she may teach the students at the

direction of the classroom teacher or School Leader, and report to the school's Assistant Principal. All teachers' aides shall:

- Support and supplement the educational program in the classroom, under a teachers' direction
- Research and gather resources and materials need for lessons.
- Contribute to the moral and intellectual environment of the school
- Work effectively with faculty and other staff as a team to improve the teacher's instruction

Minimum Job Requirements

- High School Diploma or equivalent
- Demonstrated competence in reading, writing, and math

Desired Job Characteristics

- Bachelor's degree

Hiring Teachers:

While attracting teachers to a new school certainly requires much effort and is vital for accomplishing the mission of the school, the following advantages promise that Kootenai County will open its doors with a wonderful team of teachers:

- As we have indicated, classical education has grown rapidly over the last two decades in this country. While that means more schools competing for good teachers, it also means more students becoming teachers who have gone to a classical school or been homeschooled using a classical model over the last twenty years and then studied at a liberal-arts college.
- Hillsdale College's efforts in K-12 education have become well-known, thus attracting the attention of prospective teachers. Several candidates from around the country have already contacted the founding board and when asked "How did you find out about Kootenai Classical?" have replied, "From the Hillsdale website."
- The pull of North Idaho that is bringing new people to the area by the thousands brings teachers. Teachers move, too.
- Two founding board members and several other friends of the school have been teaching at the college level in North Idaho for a while. Unknowingly, they have been recruiting for this school. Many of their former star students are still living in the area and either are already, or could become, teachers.
- Teachers, particularly those in a classical school, can come from very different backgrounds. That is, they need not come straight from college or from a current teaching post. Second-career professionals can make great teachers, particularly those with expertise in certain academic disciplines, who have had careers in the service, or who have homeschooled their children.

- Teachers want to be in a school where the mission is clear, learning is taken seriously, the students are attentive, their colleagues are genuinely interested in books and learning and are interesting people themselves, and where they will be respected for the hard and rewarding work they do. Sadly, not all schools live up to those expectations, and teachers are willing to move to one that does. Further, there are now many teachers out there with a pioneering spirit who would love to come to a new place and work tirelessly to help start a new school. Those are the kinds of teachers this school will attract.

Educational Services Provider

Kootenai Classical Academy (KCA) will utilize the educational services of the Hillsdale College Barney Charter School Initiative (BCSI) to provide curriculum, start-up guidance, teacher training, board training, school leader training, and networking among member-affiliated schools.

The relationship between Kootenai Classical Academy and BCSI is unique in that BCSI's services are given free of charge. BCSI does not own, govern, manage, or profit from any affiliated school. Services given to "Member Schools" include consulting, curriculum, training, and authorization for marketing as a BCSI "Member School". BCSI also offers the use of its classical curriculum free of charge to "Curriculum Schools" without the added benefit of BCSI consultation and board/staff training which are provided without cost to "Member Schools".

Whether Kootenai Classical Academy becomes a BCSI "Member School" or a BCSI "Curriculum School", KCA will be a unique and independent classical school which will not be controlled by BCSI. The following list further clarifies the essential ways that KCA is in control of school governance:

- Kootenai Classical Academy was incorporated in the State of Idaho and its founding board was formed without input from BCSI. BCSI has no say on who is elected to the Board.
- Kootenai Classical Academy will seek state funding as an Idaho charter school; BCSI provides no financial assistance to the school. BCSI's assistance is in the form of consulting, curriculum, and training, this is provided free of charge to the school.
- Kootenai Classical Academy will control the location and design of the school, contracts, the school budget, and all financial decisions. BCSI has no input on these matters
- Kootenai Classical Academy controls all day-to-day school operations such as the daily schedule, vacations/school breaks, school lunches, busing, technology, etc.
- Kootenai Classical Academy will have sole control over the hiring of school staff and all contracted service providers.
- Kootenai Classical Academy has agreed to allow BCSI to review candidates prior to hiring a school leader, as the board would like to receive input from BCSI based on the expertise and experience of BCSI staff. The KCA Board retains the right to accept or reject the recommendation of BCSI regarding a potential school leader.

- The Board of Kootenai Classical Academy retains the right to determine the opening date of the Academy with the approval of the state charter commission. BCSI's input regarding an opening date is a recommendation only; it does not take precedence over the decision of the Board and approval of the state charter commission.
- Kootenai Classical Academy's bylaws were adopted and approved by the KCA Board without prior approval from BCSI.
- The bylaws adopted by the KCA Board contain a provision providing for prior written notice to BCSI of proposed amendments to the bylaws solely as a courtesy to BCSI. KCA's Board retains the right to accept or reject any proposed amendment based on the vote of the KCA board and approval of the school's authorizer, which will be the Idaho State Charter Commission.
- Kootenai Classical Academy reserves the right to withdraw from full affiliation as a BCSI "Member School" should it be, in the determination of the Board, in the best interest of the school and its students to do so. Should KCA decide to withdraw from its status as a "Member School", the school would become a "Curriculum School" with a license to use the BCSI classical curriculum free of charge but without the additional assistance provided by BCSI to "Member Schools" with teacher and board training.

Each year BCSI assists a limited number of schools who wish to follow a classical model. Prospective charter schools who desire to become BCSI "Member Schools" must be seeking charter authorization in their respective state, be planning to open within two years, and must also apply for acceptance into the opening year's cohort of BCSI schools.

If the school's application is accepted by the BCSI program, the founding board is asked to sign a letter of intent to become a BCSI "Member School". The letter of intent summarizes tasks and expectations that will assist the board in founding a school that is faithful to the classical curriculum framework and meet the intended two year opening date. The agreement also helps the BCSI program to strategically allocate its limited resources by assisting founding boards who are committed to expending the time and resources necessary to open a classical charter school within the intended timeframe.

During the pre-authorization stage (referred to as Phase I in Exhibit A) Hillsdale's assistance includes consulting, curriculum access, guidance in seeking and hiring a school leader, and board training. Once the charter petition has been submitted to the school's authorizer, the school enters Phase II of its agreement with BCSI which continues through the approval process. Upon approval by the state authorizer, BCSI grants the member school permission to market the school as a BCSI "Member School".

BCSI requests applicant member schools to allow BCSI staff to review the school's state charter petition before final submittal to the state as well as prospective Head of School candidates. This helps to ensure that the applicant school is following the classical model supported by BCSI. If the chosen Head of School is not classically trained or otherwise qualified, or if the petition does not clearly identify the charter school as a classical school using BCSI's proven structural model and curriculum, BCSI reserves the right to withdraw its "Member School" assistance for that school. Should the BCSI "Member School" designation be withdrawn, the applicant school is still eligible to use the BCSI curriculum, but would not receive the regular mentoring, consultation, or training for the school's

Board of Directors, Head of School, or teachers that BCSI provides to “Member Schools” free of charge.

The KCA Board believes that the curriculum and assistance provided by Hillsdale’s Barney Charter School Initiative will be a stabilizing influence on the school, and will provide the additional assurance to prospective families that Kootenai Classical Academy is committed to the classical curriculum model. In the event that the KCA Board or Hillsdale’s BCSI Initiative desires to withdraw from KCA’s “Member School” agreement, KCA would not be materially compromised by the loss of its BCSI “Member School” status, it would simply continue as a BCSI “Curriculum School”. Because KCA can sever the relationship with BCSI at any time, and because BCSI does not exercise any binding influence on the school’s operating budget, opening date, administrative team, policies, financing, contractors, land choice, enrollment, or by-laws, the KCA/BCSI “Member School” relationship is a benign and beneficial relationship for KCA, and one that will be valuable for the school.

~~—Over the last decade BCSI has a track record of success with more than 24 affiliated classical schools in 11 states. Currently, BCSI affiliates serve nearly 15,000 students, have waitlists of over 8,000 students, and retain 80% of those enrolled. Students at these schools have an average SAT score of 1191 and the schools retain 86% of their faculty while graduating 99% of students—75% of whom go on to four-year colleges (Fact sheets attached in appendix E). Clearly, the BCSI model is successful.~~

~~—While not an ESP in a traditional sense, BCSI does provide very important services, including:~~

- ~~• Initial training for start-up school boards;~~
- ~~• Board consultation sessions with BCSI staff to navigate charter application and start-up process;~~
- ~~• Counsel in choosing a school leader;~~
- ~~• Comprehensive K-12 curriculum;~~
- ~~• A written guide to help school leaders and teachers understand and navigate the classical curriculum;~~
- ~~• Sample employee and family handbooks of school policies;~~
- ~~• BCSI staff will provide initial teacher training on the KCA campus in the start-up year. Training will include the overall aims of classical education and the teaching of specific subjects (phonics, mathematics, Socratic discussion in literature, etc.);~~
- ~~• BCSI staff will conduct two follow-up school visits in the first year, and annual visits in subsequent years;~~
- ~~• After the first year, teachers from each network school attend grade-specific training on the Hillsdale campus. This allows for greater teacher collaboration across the country;~~
- ~~• Annual board training on the Hillsdale campus;~~

- Annual school leader training on the Hillsdale campus;
 - Regular conversations between the school leader and a member of the BCSI staff during the academic year;
- These services are provided free of charge to BCSI affiliates provided they meet certain criteria regarding timing, charter approval, school leadership, and school curricula. Last fall KCA met these criteria as a “Candidate Member School” and was granted initial phase affiliation beginning September 11, 2020 (see letter in appendix E). Because BCSI initial terms are typically one year, and as KCA’s opening has changed to 2023, BCSI renewed KCA’s affiliation status in August 2021. Upon charter approval, KCA’s status would move to “Member School” provided the school does not violate the provisions of affiliation, which are unchanged from pre-approval requirements.
- The unique nature of BCSI as an ESP cannot be over-stated. As Robert E. Norton II, Vice President and General Counsel for Hillsdale College stated in a June 4, 2021 letter, “... the [BCS] Initiative serves as a vendor and consultant to charter schools that seek its aid. The Initiative holds no ownership interest in any participant charter school, and it does not enter contracts that confer authority to manage charter schools. Each charter school is governed solely by its own leadership team, which makes decisions for which the school is not accountable to the Initiative.” As the General Counsel’s letter makes clear, while BCSI might offer on-going support, training, and guidance in the process of classical school startup and operations, these services are provided free-of-charge and with no contractual obligations.
- After a very competitive process, KCA is grateful to have earned its affiliate status from BCSI. Moreover, KCA has already made great use of this status, having received both guidance and training over the past year.
- A fully executed agreement between BCSI and Kootenai Classical Academy (KCA) is attached in appendix E. It details not only the terms required for affiliation but, as previously noted, specifies that no fees shall be paid to BCSI by KCA in exchange for services provided.
- The KCA contact at BCSI is Mr. Eric Coykendall. His phone number is 517-607-2713 and his email is ecoykendall@hillsdale.edu.

School Security and Emergency Programs

There are two plans or programs that simply cannot be overlooked in our time. The first is that of security. Schools must have a clear security plan that is understood and followed by teachers, students, and staff, as well as by parents and other visitors to the school. Much of school security depends on having the appropriate technology (alarms, cameras, etc.), but also on clear procedures that are followed by everyone associated with the school, from the teachers to the contracted lunch providers. The school administration will produce a

security plan that will be presented to the board but also evaluated by an outside expert or another school leader with demonstrable expertise in that area to ensure that no aspect of security is overlooked.

Likewise, a clear program will be established for various forms of emergency: security breach, fire, weather-related dangers, and the like. In addition to a schedule of drills for these contingencies, the school will establish a program of communication with parents to notify them instantly of when drills take place in order to prepare for real emergencies. This form of communication will also be used for inclement weather.

The COVID-19 pandemic has challenged schools in their efforts to continue teaching and learning in the midst of lockdowns and social distancing. Thus, the school will develop a plan for how to respond to a similar crisis. This plan will explain how technology will be brought aboard, particularly for families who may have limited access to technology at home, and what will be required of teachers in terms of instruction, student grading and participation, and somehow maintaining the semblance of a classroom.

In the opening year, attention will be given to which faculty or staff members (or even parent volunteers) are the most “tech-savvy” and thus could help others in meeting the demands of a transition to remote learning. In short, the school will prudently prepare for the worst while it practices to reach the best.

Summum Bonum

What follows is more detail on how we intend to accomplish our mission. What must be kept ever in view amidst these details is our mission and purpose, the reason we are bringing this petition to before the Idaho Public Charter School Commission: to bring the classics—the best that has been thought, said, done, and discovered—to the minds and hearts of the young people of Kootenai County, Idaho. We truly believe they deserve nothing less than the best.

KOOTENAI CLASSICAL ACADEMY

Appendix A: Budget and Facilities Options

A.1 Financial Summary

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:		367	428	482	536
	Pre-Operational Budget	Break-Even Year 1 Budget 2023-2024	Full Enrollment Year 1 Budget 2023-2024	Year 2 Budget 2024-2025	Year 3 Budget 2025-2026
Cash on Hand/ Other Revenue Sources	\$ -	\$ 21,757	\$ 21,757	\$ 91,652	\$ 288,525
Contributions/ Donations	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Proceeds (property acquisition & building)	\$ 9,000,000	\$ -	\$ -	\$ -	\$ -
Loan Bond Proceeds (pre-operational support)	\$ 300,000	\$ -	\$ -	\$ -	\$ -
Base Support	NA	\$ 565,972	\$ 660,044	\$ 817,686	\$ 984,526
Salary and Benefit Apportionment	NA	\$ 1,313,092	\$ 1,531,344	\$ 1,872,285	\$ 2,207,137
Transportation Allowance	NA	\$ 67,912	\$ 79,200	\$ 89,193	\$ 99,185
Special Distributions	NA	\$ 252,634	\$ 288,307	\$ 423,817	\$ 475,591
Full-day Kindergarten Fees, Grant or Funding	NA	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600
Other Local Revenues	NA	\$ 4,400	\$ 4,400	\$ 16,893	\$ 30,031
Federal Programs & NSL / FRL (Food Programs)	NA	\$ 174,578	\$ 203,595	\$ 242,563	\$ 272,266
REVENUE TOTAL	\$ 9,300,000	\$ 2,454,188	\$ 2,842,490	\$ 3,538,037	\$ 4,144,336
Expenditures					
	Pre-Operational Budget	Break-Even Year 1 Budget 2023-2024	Full Enrollment Year 1 Budget 2023-2024	Year 2 Budget 2024-2025	Year 3 Budget 2025-2026
Staff and Benefit Totals	\$ 114,458	\$ 1,454,834	\$ 1,688,626	\$ 1,964,004	\$ 2,367,035
Educational Program Totals	\$ -	\$ 220,625	\$ 246,371	\$ 268,860	\$ 303,378
Technology Totals	\$ 65,600	\$ 49,500	\$ 54,500	\$ 58,625	\$ 56,950
Capital Outlay Totals	\$ 43,685	\$ 2,000	\$ 2,000	\$ 6,015	\$ 5,180
Board of Directors Totals	\$ 2,500	\$ 27,201	\$ 27,384	\$ 29,544	\$ 30,304
Facilities Totals	\$ 9,000,000	\$ 496,303	\$ 498,313	\$ 724,692	\$ 855,615
Transportation Totals	\$ -	\$ 94,322	\$ 110,000	\$ 123,879	\$ 137,757
Nutrition Totals	\$ -	\$ 117,955	\$ 134,901	\$ 155,044	\$ 176,054
Other	\$ 52,000	\$ 10,500	\$ 10,500	\$ 10,500	\$ 12,500
EXPENSE TOTAL	\$ 9,278,243	\$ 2,473,241	\$ 2,772,595	\$ 3,341,163	\$ 3,944,773
OPERATING INCOME (LOSS)	\$ 21,757	\$ (19,053)	\$ 69,895	\$ 196,874	\$ 199,563
PREVIOUS YEAR CARRYOVER		\$ 21,757	\$ 21,757	\$ 91,652	\$ 288,525
NET INCOME (LOSS)	\$ 21,757	\$ 2,704	\$ 91,652	\$ 288,525	\$ 488,088

A.2 Pre-Operational Budget

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
Bond Proceeds	\$ 9,000,000	Proceeds from bond funding, 5.75% interest rate, 35 yr amort.
Other Bond Proceeds to Cover Pre-Op Expenses	\$ 300,000	See Preliminary Financial Commitment letter from RoundTable in the Appendix
REVENUE TOTAL	\$ 9,300,000	

Additional Notes or Details Regarding Revenues: See detailed Facility Cost Analysis.

Pre-Operational Expenditures

Section 1: Staffing

1a: CERTIFIED STAFF	Budget		Assumptions / Details / Sources
Other Certified Staff	FTE	Amount	
Lead Administrator	0.5	\$ 45,000	Administrator Salary for 1/2 year
SpEd Director	0.2	\$ 10,000	2 months SpEd director salary to coordinate IEP's for SpEd students
CERTIFIED STAFF TOTAL	0.7	\$ 55,000	

1b: CLASSIFIED STAFF	Budget		Assumptions / Details / Sources
Position	FTE	Amount	
Office Manager	0.5	\$ 24,250	Office manager hired from January to June, 2023, to assist with all startup, lottery and c
Admin / Front Office Staff	0.3	\$ 7,500	Receptionist for three months before July 1, 2023
CLASSIFIED STAFF TOTAL	0.8	\$ 31,750	

1c: BENEFITS	Budget		Assumptions / Details / Sources
Type	Rate	Amount	
Retirement	11.94%	\$ 10,358	
Workers comp	0.75%	\$ 651	
FICA/Medicare	7.65%	\$ 6,636	
Group insurance	10.40%	\$ 9,022	
Paid time off (provide assumptions)	1.20%	\$ 1,041	
BENEFITS TOTAL		\$ 27,708	

CERTIFIED & CLASSIFIED STAFF TOTAL	\$ 86,750	
TOTAL STAFF & BENEFITS TOTAL	\$ 114,458	

Section 2: Educational Program		
2a: OVERALL EDUCATION PROGRAM COSTS	Budget	Assumptions / Details / Sources
None year zero		
OVERALL EDUCATION PROGRAM TOTAL	\$ -	
2b: ELEMENTARY PROGRAM	Budget	Assumptions / Details / Sources
All expenses start being recorded July 1 of Year 1	\$ -	
ELEMENTARY PROGRAM TOTAL	\$ -	
2c: SECONDARY PROGRAM	Budget	Assumptions / Details / Sources
All expenses start being recorded July 1 of Year		
SECONDARY PROGRAM TOTAL	\$ -	
EDUCATIONAL PROGRAM TOTAL	\$ -	
Additional Notes or Details Regarding Educational Program Expenditures:		
Section 3: Technology		
Line Item / Account	Budget	Assumptions / Details / Sources
Student Computers	\$ 50,000	
Staff computers	\$ 13,600	\$800 per computer
Copier	\$ 2,000	
TECHNOLOGY TOTAL	\$ 65,600	
Additional Notes or Details Regarding Technology Expenditures:		
Section 4: Non-Facilities Capital Outlay		
Line Item / Account	Budget	Assumptions / Details / Sources
Furniture - Student	\$ 27,820	\$65 per added student for desk/chair
Furniture - Staff	\$ 15,865	\$835 per new staff for desk and chair
CAPITAL OUTLAY TOTAL	\$ 43,685	
Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:		
Section 5: Board of Directors		
Line Item / Account	Budget	Assumptions / Details / Sources
Board Training	\$ -	Free resources to be used in pre-operational year.
Legal	\$ -	Legal fees relating to facility will be part of facility budget.
Insurance (property, liability, E & O, etc.)	\$ 2,500	Property insurance incorporated into facility budget. D&O and Liability for pre-op year
BOARD OF DIRECTORS TOTAL	\$ 2,500	
Additional Notes or Details regarding Board of Directors Expenditures:		
Section 6: Facilities Details (consistent with facilities template)		
Line Item / Account	Budget	Assumptions / Details / Sources
New Building Construction	\$ 8,600,000	
Other Facilities Related Costs (specify)	\$ 400,000	KCA Facility Construction Contingency - See Preliminary Financial Commitment letter from RoundTable in the Appendix
FACILITIES TOTAL	\$ 9,000,000	
Additional Notes or Details Regarding Facilities Expenditures:		

Section 7: Transportation

Line Item / Account	Budget	Assumptions / Details / Sources
No costs in pre-op year.		
TRANSPORTATION TOTAL	\$ -	

Additional Notes or Details Regarding Transportation Expenditures:

Section 8: Nutrition

Line Item / Account	Budget	Assumptions / Details / Sources
No costs in pre-op year.		
OTHER TOTAL	\$ -	

Additional Notes or Details Regarding Transportation Expenditures:

Section 9: Other Expenditures

Line Item / Account	Budget	Assumptions / Details / Sources
Advertising / Promo	\$ 2,000	
Staff Recruiting Costs	\$ 7,500	
Web Design / Logos, etc	\$ 7,500	
Miscellaneous	\$ 15,000	
School General Office Supplies	\$ 20,000	
OTHER TOTAL	\$ 52,000	

Additional Notes or Details Regarding Transportation Expenditures: \$3K for basic furniture for pre-operating staff, \$2,500 for SchoolMint or comparable enrollment lottery software. Possibly early investment in PowerSchool program and training as well as food service management software, possibly early contracting with food service specialist to ensure food program is operation for first day of school.

A.3 Three-Year Operating Budget and Break Even Year One Scenario

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:	367	428	482	536	
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	\$ 21,757	\$ 21,757	\$ 91,652	\$ 288,525	
Entitlement	\$ 565,972	\$ 660,044	\$ 817,686	\$ 984,526	M & O Revenue Template Attached
Salary and Benefit Apportionment	\$ 1,313,092	\$ 1,531,344	\$ 1,872,285	\$ 2,207,137	M & O Revenue Template Attached
Transportation Allowance	\$ 67,912	\$ 79,200	\$ 89,193	\$ 99,185	calc as 65% of cost
Special Distributions	NA	NA	NA	NA	From the SDE Special Distributions Doc.
Charter School Facilities	\$ 154,140	\$ 179,760	\$ 208,513	\$ 238,627	Per SDE budget guidance
Continuous Improvement Plans and Training	\$ 6,600	\$ 6,600	\$ 6,798	\$ 6,996	Per SDE budget guidance
Leadership Premiums	\$ 23,380	\$ 27,446	\$ 33,504	\$ 40,945	Per SDE budget guidance
IT Staffing	\$ 7,500	\$ 7,500	\$ 7,725	\$ 7,950	Per SDE budget guidance
Professional Development	\$ 18,925	\$ 20,825	\$ 23,896	\$ 27,613	Per SDE budget guidance
Safe and Drug-Free Schools	\$ 2,000	\$ 2,000	\$ 7,484	\$ 8,327	Per SDE budget guidance
Technology (i.e. infrastructure)	\$ 31,089	\$ 35,176	\$ 39,958	\$ 44,957	Per SDE budget guidance
Math and Science Requirement	\$ -	\$ -	\$ 35,020	\$ 35,020	Per SDE budget guidance
College and Career Advisors/ Mentors	\$ 9,000	\$ 9,000	\$ 9,270	\$ 9,270	Per SDE budget guidance
Literacy	NA	NA	\$ 25,000	\$ 25,000	Estimated
School Facilities (Lottery)	NA	NA	\$ 26,649	\$ 30,885	Per SDE budget guidance
Full-day Kindergarten Fees, Grant or Funding	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600	\$1400 Per Kindergarten, Annually
Other Local Revenue	\$ 4,400	\$ 4,400	\$ 16,893	\$ 30,031	Donations, school fees, etc
Food Service Support	\$ 121,844	\$ 142,096	\$ 163,304	\$ 185,248	See petition Table 1: Estimated Revenue & Costs, KCA Lunch Plan
Title I	\$ 18,864	\$ 21,999	\$ 24,775	\$ 27,550	Based on average per pupil at IACS and FPS
Title II	\$ 3,857	\$ 4,498	\$ 5,066	\$ 5,633	Based on average per pupil at IACS and FPS
Title IV	NA	NA	\$ 10,000	\$ 10,000	Based on average per pupil at IACS and FPS
IDEA	\$ 30,013	\$ 35,002	\$ 39,418	\$ 43,834	Based on average per pupil at IACS and FPS
REVENUE TOTAL	\$ 2,454,188	\$ 2,842,490	\$ 3,538,037	\$ 4,144,336	

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									
Elementary Teachers	12.0	\$ 540,000	14.0	\$ 630,000	14.0	\$ 647,010	14.0	\$ 664,020	
Secondary Teachers	2.0	\$ 100,000	2.0	\$ 100,000	4.0	\$ 205,400	6.0	\$ 316,200	
Special Teachers	2.7	\$ 128,780	4.0	\$ 188,000	6.0	\$ 193,076	7.0	\$ 297,228	
Classroom Teacher Subtotals	14.0	\$ 768,780	16.0	\$ 918,000	18.0	\$ 1,045,486	20.0	\$ 1,277,448	Average classroom size: 27
Special Education									
SPED Director	0.5	\$ 30,000	1.0	\$ 60,000	1.0	\$ 61,620	1.0	\$ 63,240	
Special Education Teacher	0.5	\$ 24,000	0.0	\$ -	1.0	\$ 48,000	1.0	\$ 50,592	
Special Education Subtotals	1.0	\$ 54,000	1.0	\$ 60,000	2.0	\$ 109,620	2.0	\$ 113,832	
Other Certified Staff									
Principal	1.0	\$ 90,000	1.0	\$ 90,000	1.0	\$ 92,430	1.0	\$ 94,860	
Assistant Principal	1.0	\$ 65,000	1.0	\$ 65,000	1.0	\$ 66,755	1.0	\$ 68,510	
Other Certified Staff Subtotals	2.0	\$ 155,000	2.0	\$ 155,000	2.0	\$ 159,185	2.0	\$ 163,370	
CERTIFIED STAFF TOTAL	17.00	\$ 977,780	###	\$ 1,133,000	22.00	\$ 1,314,291	24.00	\$ 1,554,650	

1b: CLASSIFIED 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	
Position									
Front Office	1.0	\$ 30,000	1.0	\$ 30,000	1.0	\$ 30,810	2.0	\$ 63,240	
Enrollment/Office Manager	1.0	\$ 40,000	1.0	\$ 40,000	1.0	\$ 41,080	1.0	\$ 42,160	
Other Staff	1.0	\$ 15,000	1.0	\$ 15,000	1.0	\$ 15,405	2.0	\$ 31,620	
SPED Para Pro	1.0	\$ 12,862	1.0	\$ 15,000	1.0	\$ 15,405	2.0	\$ 31,620	
Teacher Assistant	2.0	\$ 30,000	4.0	\$ 60,000	6.0	\$ 92,430	7.0	\$ 110,670	
CLASSIFIED STAFF TOTAL	6.00	\$ 127,862	8.00	\$ 160,000	10.00	\$ 195,130	14.00	\$ 279,310	

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%	\$ 125,105	11.94%	\$ 143,638	11.94%	\$ 165,510	11.94%	\$ 198,210	
Workers comp	0.75%	\$ 7,858	0.75%	\$ 9,023	0.75%	\$ 10,396	0.75%	\$ 12,450	
FICA/Medicare	7.65%	\$ 80,155	7.65%	\$ 92,030	7.65%	\$ 106,043	7.65%	\$ 126,994	
Group insurance	6500	\$ 123,500	6500	\$ 136,500	6500	\$ 156,000	6500	\$ 175,500	
Paid time off (provide assumptions)	1.20%	\$ 12,573	1.20%	\$ 14,436	1.20%	\$ 16,634	1.20%	\$ 19,921	Based on similar charter schools
BENEFITS TOTAL		\$ 349,192		\$ 395,626		\$ 454,583		\$ 533,075	
CERTIFIED & CLASSIFIED STAFF TOTAL		\$ 1,105,642		\$ 1,293,000		\$ 1,509,421		\$ 1,833,960	
TOTAL STAFF & BENEFITS TOTAL		\$ 1,454,834		\$ 1,688,626		\$ 1,964,004		\$ 2,367,035	

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	\$ 22,782	\$ 25,323	\$ 28,962	\$ 33,246	Using PD Funds from state & Title II
SPED Contract Services - IDEA	\$ 30,013	\$ 35,002	\$ 39,418	\$ 43,834	Assume use of IDEA Funds for this purpose
SPED Contract Services - General Fund	\$ 17,150	\$ 20,000	\$ 20,000	\$ 20,000	Estimated
Substitutes incl FICA, Medicare	\$ 6,000	\$ 7,000	\$ 8,000	\$ 9,000	Based on other schools
Contracted Business Manager	\$ 58,800	\$ 58,800	\$ 59,976	\$ 61,152	Based off potential contract with Red Apple Financial
Teacher Awards (leadership premiums)	\$ 23,380	\$ 27,446	\$ 33,504	\$ 40,945	Assume use of all Leadership Funds for teacher leadership/mentorship stipends
OVERALL EDUCATION PROGRAM TOTAL	\$ 158,125	\$ 173,571	\$ 189,860	\$ 208,178	

2b: ELEMENTARY PROGRAM	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum	\$ 16,200	\$ 18,900	\$ 18,900	\$ 18,900	\$50 per student
Elementary Instructional Supplies & Consumables	\$ 16,200	\$ 18,900	\$ 18,900	\$ 18,900	\$50 per student for instructional material and testing supplies
ELEMENTARY PROGRAM TOTAL	\$ 32,400	\$ 37,800	\$ 37,800	\$ 37,800	

2c: SECONDARY PROGRAM	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Title IV Student Enrichment	\$ -	\$ -	\$ 10,000	\$ 10,000	Use of Title IV for field trips and other enrichment opportunities
Secondary Curriculum	\$ 19,350	\$ 22,500	\$ 15,600	\$ 23,700	\$450 per student to start, then \$150 per student per year
Secondary Instructional Supplies & Consumables	\$ 10,750	\$ 12,500	\$ 15,600	\$ 23,700	\$250 per student to start, then \$150 per student per year
SECONDARY PROGRAM TOTAL	\$ 30,100	\$ 35,000	\$ 41,200	\$ 57,400	
EDUCATIONAL PROGRAM TOTAL	\$ 220,625	\$ 246,371	\$ 268,860	\$ 303,378	

Additional Notes or Details Regarding Educational

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	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	Estimate used from comparison Schools
Technology Software & Licenses - PowerSchool	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	SIS
Computers for Student Use	\$ 10,000	\$ 15,000	\$ 18,900	\$ 15,000	Most computers purchase in pre-operational year
Copier Lease/Contract	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	1 Copier
Misc other Contracts	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	Network, AP, phones, printers, and copier for admin.
Computers for Staff Use	\$ 2,000	\$ 2,000	\$ 2,000	\$ 4,000	Purchased in pre-operational yr, \$1000 per added teacher, refresh all tech year 5
IT Support Contract	\$ 7,500	\$ 7,500	\$ 7,725	\$ 7,950	Assume IT Staff Funding Used Here
TECHNOLOGY TOTAL	\$ 49,500	\$ 54,500	\$ 58,625	\$ 56,950	

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 - Student	\$ 1,000	\$ 1,000	\$ 3,510	\$ 3,510	Desks in yr 1 paid in pre-operational year. \$65 per added student for desk/chair
Furniture - Staff	\$ 1,000	\$ 1,000	\$ 2,505	\$ 1,670	Desks in yr 1 paid in pre-operational year. \$835 per new staff for desk and chair
CAPITAL OUTLAY TOTAL	\$ 2,000	\$ 2,000	\$ 6,015	\$ 5,180	

Additional Notes or Details Regarding Non-Facilities

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	\$ 6,600	\$ 6,798	\$ 6,996	Hillsdale will provide board training at no cost. But travel and other expenses are here.
Legal	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	
Audit	\$ 6,700	\$ 6,700	\$ 6,700	\$ 6,700	Per Quest CPA quote.
Authorizer Fee	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
Dues - ISBA - to access insurance plan	\$ 800	\$ 800	\$ 2,600	\$ 3,000	Per quote received from ISBA, discount Y1
Dues-ICSN	\$ 1,101	\$ 1,284	\$ 1,446	\$ 1,608	Budgeted at \$3.00 per student
BOARD OF DIRECTORS TOTALS	\$ 27,201	\$ 27,384	\$ 29,544	\$ 30,304	

Additional Notes or Details Regarding Board of

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
Bond Payment	\$ 429,813	\$ 429,813	\$ 651,438	\$ 778,507	5.75% interest rate, 35 yr amort.
Grounds Maintenance	\$ 3,087	\$ 3,600	\$ 4,054	\$ 4,508	TVCA year 1 expense, growth based on enrollment growth %
Other General Maintenance	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
Janitorial	\$ 9,004	\$ 10,500	\$ 12,200	\$ 13,600	TVCA year 1 expense, growth based on enrollment growth %
Utilities	\$ 28,900	\$ 28,900	\$ 28,900	\$ 28,900	34,000 sf @ \$0.85 / ft
Liability and Property Insurance	\$ 15,500	\$ 15,500	\$ 18,100	\$ 20,100	Based on TVCA rates.
FACILITIES TOTAL	\$ 496,303	\$ 498,313	\$ 724,692	\$ 855,615	

Section 7: Transportation

Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation	\$ 94,322	\$ 110,000	\$ 123,879	\$ 137,757	Based on MOSAICS contract from Caldwell Transportation, increased by enrollment increase percentage.
TRANSPORTATION TOTAL	\$ 94,322	\$ 110,000	\$ 123,879	\$ 137,757	

Additional Notes or Details Regarding

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	\$ 117,955	\$ 134,901	\$ 155,044	\$ 176,054	See petition Table 1: Estimated Revenue & Costs, KCA Lunch Plan
NUTRITION TOTAL	\$ 117,955	\$ 134,901	\$ 155,044	\$ 176,054	

Additional Notes or Details Regarding Other

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
Advertising / Promo	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	Estimate
Web Design / Logos, etc	\$ 500	\$ 500	\$ 500	\$ 500	Estimate
School General Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 7,000	Based on other schools
OTHER TOTAL	\$ 10,500	\$ 10,500	\$ 10,500	\$ 12,500	

A.4 Cash Flow Projection for Initial Operating Year

Idaho Public Charter School Commission

Cash Flow Operational Year 1

	Year 1 Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total
Student Enrollment Capacity	428													
Revenue														
Donations and Contributions	\$ -													\$ -
Loans	\$ -													\$ -
Grants	\$ -													\$ -
Entitlement	\$ 660,044	\$ 165,011	\$ 165,011			\$ 132,009			\$ 132,009			\$ 66,004		\$ 660,044
Salary and Benefit Apportionment	\$ 1,531,344	\$ 382,836	\$ 382,836			\$ 306,269			\$ 306,269			\$ 153,134		\$ 1,531,344
Transportation Allowance	\$ 79,200	\$ 19,800	\$ 19,800			\$ 15,840			\$ 15,840			\$ 7,920		\$ 79,200
Special Distributions	\$ 288,307				\$ 32,034	\$ 32,034	\$ 32,034	\$ 32,034	\$ 32,034	\$ 32,034	\$ 32,034	\$ 32,034	\$ 32,034	\$ 288,307
Full-day Kindergarten Fees, Grant or Funding	\$ 75,600			\$ 7,560	\$ 7,560	\$ 7,560	\$ 7,560	\$ 7,560	\$ 7,560	\$ 7,560	\$ 7,560	\$ 7,560	\$ 7,560	\$ 75,600
Other Local Revenues	\$ 4,400			\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 4,400
Federal Programs & NSL / FRL (Food Programs)	\$ 203,595				\$ 22,622	\$ 22,622	\$ 22,622	\$ 22,622	\$ 22,622	\$ 22,622	\$ 22,622	\$ 22,622	\$ 22,622	\$ 203,595
Total Revenue	\$ 2,842,490	\$ 567,647	\$ 567,647	\$ 8,000	\$ 62,656	\$ 516,773	\$ 62,656	\$ 62,656	\$ 516,773	\$ 62,656	\$ 62,656	\$ 289,715	\$ 62,656	\$ 2,842,490
Expenditures														
Salaries and Benefits	\$ 1,688,626	\$ 8,000	\$ 152,784	\$ 152,784	\$ 152,784	\$ 152,784	\$ 152,784	\$ 152,784	\$ 152,784	\$ 152,784	\$ 152,784	\$ 152,784	\$ 152,784	\$ 1,688,626
Education Program	\$ 246,371	\$ 20,531	\$ 20,531	\$ 20,531	\$ 20,531	\$ 20,531	\$ 20,531	\$ 20,531	\$ 20,531	\$ 20,531	\$ 20,531	\$ 20,531	\$ 20,531	\$ 246,371
Technology Totals	\$ 54,500	\$ 50,000	\$ 409	\$ 409	\$ 409	\$ 409	\$ 409	\$ 409	\$ 409	\$ 409	\$ 409	\$ 409	\$ 409	\$ 54,500
Capital Outlay Totals	\$ 2,000	\$ 2,000												\$ 2,000
Board of Directors	\$ 27,384	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 27,384
Facilities	\$ 498,313	\$ 113,162	\$ 113,162	\$ 5,708	\$ 5,708	\$ 91,671	\$ 5,708	\$ 5,708	\$ 91,671	\$ 5,708	\$ 5,708	\$ 48,690	\$ 5,708	\$ 498,313
Transportation	\$ 110,000				\$ 12,222	\$ 12,222	\$ 12,222	\$ 12,222	\$ 12,222	\$ 12,222	\$ 12,222	\$ 12,222	\$ 12,222	\$ 110,000
Nutrition	\$ 134,901				\$ 14,989	\$ 14,989	\$ 14,989	\$ 14,989	\$ 14,989	\$ 14,989	\$ 14,989	\$ 14,989	\$ 14,989	\$ 134,901
Other	\$ 10,500							\$ 10,500						\$ 10,500
Total Expenditures	\$ 2,772,595	\$ 195,975	\$ 289,168	\$ 181,715	\$ 208,926	\$ 294,888	\$ 208,926	\$ 219,426	\$ 294,888	\$ 208,926	\$ 208,926	\$ 251,907	\$ 208,926	\$ 2,772,595
Cash Flow														
Operational Cash Flow		\$ 371,672	\$ 278,479	\$ (173,715)	\$ (146,270)	\$ 221,885	\$ (146,270)	\$ (156,770)	\$ 221,885	\$ (146,270)	\$ (146,270)	\$ 37,808	\$ (146,270)	\$ 69,895
Cash on Hand	\$ 21,757	\$ -	\$ 371,672	\$ 650,152	\$ 476,437	\$ 330,167	\$ 552,052	\$ 405,782	\$ 249,012	\$ 470,897	\$ 324,627	\$ 178,357	\$ 216,165	
Cash End of Period		\$ 371,672	\$ 650,152	\$ 476,437	\$ 330,167	\$ 552,052	\$ 405,782	\$ 249,012	\$ 470,897	\$ 324,627	\$ 178,357	\$ 216,165	\$ 69,895	\$ 69,895

A.5 Facilities Options

New Charter Petition Facility Option 1						
Location Address	10 acre site located in the Post Falls are on the E side of Hwy 41 between Prairie Rd and Hayden Rd, W of Meyer					
Facility Information	Anticipate Move-In Date	8/1/2023	Facility Type	New Construction	Facility Status	Likely (board preferred site, actively pursuing)
Budget Location	Note: This option is reflected as an expenditure under Section 6, Facilities details					Year 1-3 Budgets
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:	Bouma USA Management Design/Builder				
	Physical Address of Home Office:	3033 Orchard Vista Drive SE Suite 309, Grand Rapids, MI 49546				
	Website Address:	http://boumausa.com/				
	Company Contact:	Doug Bouma				
	Company Contact Phone Number:	(616) 682-6100				

New Charter Petition Facility Option 1						
Location Address	10 acre site located in the Post Falls are on the E side of Hwy 41 between Prairie Rd and Hayden Rd, W of Meyer					
Facility Information	Anticipate Move-In Date	8/1/2023	Facility Type	New Construction	Facility Status	Likely (board preferred site, actively pursuing)
Budget Location	Note: This option is reflected as an expenditure under Section 6, Facilities details					Year 1-3 Budgets
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:	Bouma USA Management Design/Builder				
	Physical Address of Home Office:	3033 Orchard Vista Drive SE Suite 309, Grand Rapids, MI 49546				
	Website Address:	http://boumausa.com/				
	Company Contact:	Doug Bouma				
	Company Contact Phone Number:	(616) 682-6100				

Additional Information – Facility Option 1

Proposed Building Site (Option 1)

- 1) The proposed building site consists of purchasing a 10 acre site (E side of Hwy 41 between Prairie Rd and Hayden Rd, W of Meyer).
- 2) Please see the attached drawing with Kootenai Classical Academy located on the drawing.
- 3) Please also see the proposed Kootenai Classical Academy property site plan.
- 4) Kootenai Classical Academy has proposed a \$700,000 property purchase price.

Entitlements

- 1) Property to be annexed into the City by seller with proper zoning for a K-12 School.
- 2) Access roads to the site and offsite improvements provided by the seller.
- 3) Seller to provide buyer a pad ready site.
- 4) Buyer may be given access to the site for the purpose of conducting due diligence work.

Utilities

- 1) Seller will deliver water, sewer, natural gas, and electric.

The timeline according to the Jacklin Land Company LLLP lines up with KCA's goal to be completed with the Kootenai Classical Academy by August of 2023. Building: The facility will have the capacity to serve up to 590 students and can be expanded in the future as enrollment increases. (See draft layout and design.)

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)	700,000	Board / Bouma USA
Land development (include grading, utilities, etc.)		
Parking, curb, lighting (if applicable)		
Permits and applicable studies (as applicable)	45,000	
Delivery and set up of modular units (if applicable)		
Remodel estimate (if applicable)		
Other (KCA Facility Construction Contingency - See Preliminary Financial Commitment letter from RoundTable)	400,000	
Design - Build: Entitlements, Architectural, Engineering, Performance Bonds, Construction, Contingency	7,855,000	
Total One-Time Costs	9,000,000	
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment	Mortgage Payment	
Lease term		
Interest rate	5.75%	Round Table Funding
Rate escalator (if applicable, please describe)		
In which operating year does the school intend to purchase (if option to purchase is applicable)	Operating Year 1	Property is not leased, it will be owned by KCA.
Capitalization rate at purchase (if applicable)		
Other		
Please include any additional narrative here:		
Design-Build Budget		

Bouma USA Management is proposing to design and build to a budget of \$7,855,000 not including land, for Phase One. Preliminarily this would include something similar to the 37,220 sf facility shown on the floor plan drawing, and the site work shown on the site drawing, which now includes a soccer field, play area, parking, etc.

Financing: The current plan is for KCA to issue (via third party, e.g. RoundTable funding) tax exempt bonds to provide funds for the land purchase and building construction. Bond structuring and issuance would be through the Idaho Housing and Finance Association. KCA will own the building from the start. This program will reduce costs significantly for KCA in comparison to using a traditional developer-lease model and will provide more security in the long run.

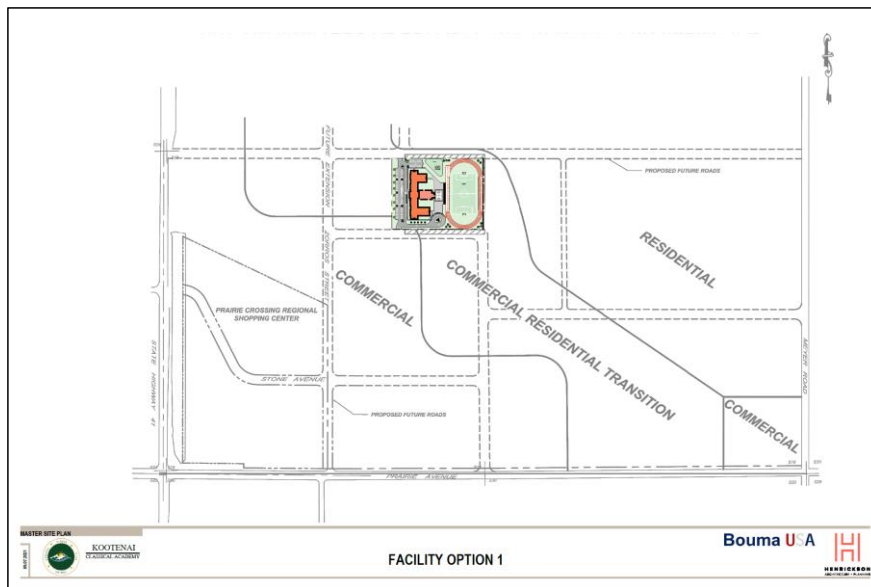
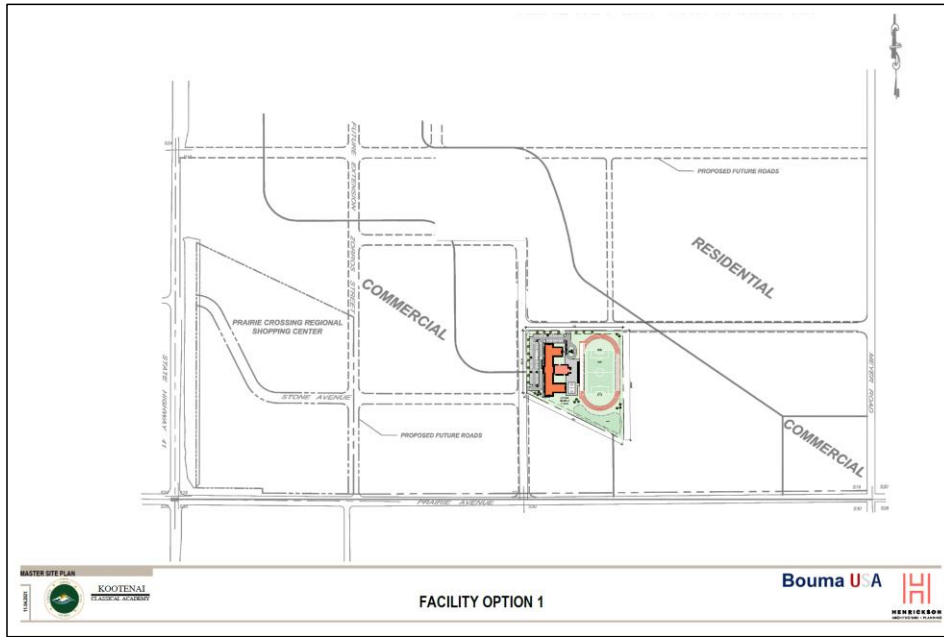
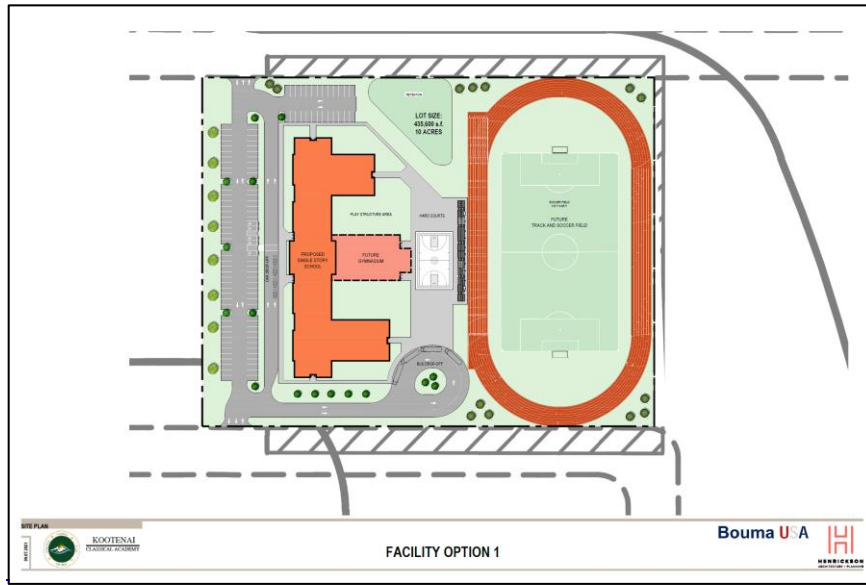


Figure 12: Option 1 Site Overview



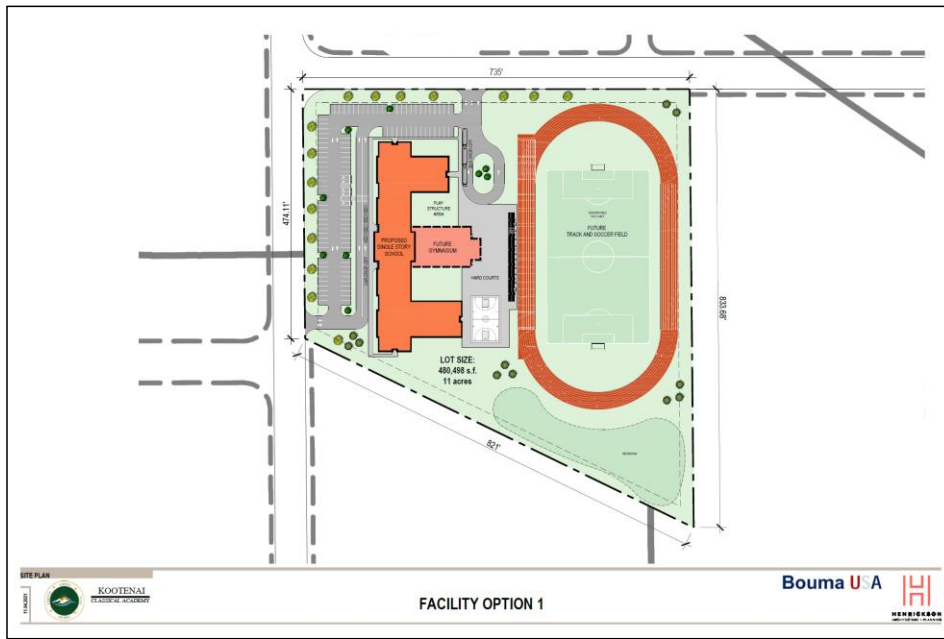


Figure 13: Option 1 Layout

DocuSign Envelope ID: AFAC7349-E12B-4E81-82BE-BE47890F9169

Professional Realty Services Idaho/A-Star Properties LLC
208-859-5761/ astarprop@gmail.com

09/03/2021

Letter of Intent to Purchase approximately 10 Acres Kootenai County, ID.

Buyer: Kootenai Classical Academy

Seller: JACKLIN LAND COMPANY LLLP

Property: 10 acre site (between E side Hwy 41 between Prairie Rd and Hayden Rd and W of Meyer)

Price: \$700,000

Due Diligence: 120 Days up front due diligence.

Close of Escrow: 45 days following end of due diligence.

Terms: Cash at Close of Escrow.

Title Company: Alliance Title (Jennifer Upton) 208-667-3402

Earnest Money: \$7,000 within 3 days of acceptance of Contract.

Commission: 3% of \$700,000 paid from Seller's proceeds at
close of escrow. No closing = no commission paid to Brokers.

Brokers: Bette Zerba PRS ID agent Shaun Howell

Additional Items: Property is vacant land and in the process of being annexed into the City of Post Falls.

- Parcel Size needed is 10 acres.
- Seller will deliver water, sewer, natural gas, electric
- Property to be annexed into the City by seller with proper zoning for a K-12 School
- Access roads to the site and offsite improvements provided by the seller
- Seller to provide buyer a pad ready site
- Buyer may be given access to the site for the purpose of conducting due diligence work
- Buyer to sign a non-disclosure with seller if needed.
- Seller will work in good faith deliver a school site suitable for Kootenai Classical Academy within their development

DocuSign Envelope ID: AFAC7349-E12B-4E81-82BE-BE47890F9169

**Professional Realty Services Idaho/A-Star Properties LLC 208-859-5761/
astarprop@gmail.com**

If these terms are acceptable, authorized signers will sign below. Due Diligence begins when a Purchase and Sale agreement is signed by both parties, escrow is opened, and earnest money is deposited.

This Letter of Intent is intended solely as a basis for further discussion and is not intended to be and does not constitute a legally binding agreement and that material additional terms must be negotiated before a legally binding document is reached.

DocuSigned by:

Ed Kaitz
84066F03CC5046E

9/7/2021

Authorized Signature, Buyer Date

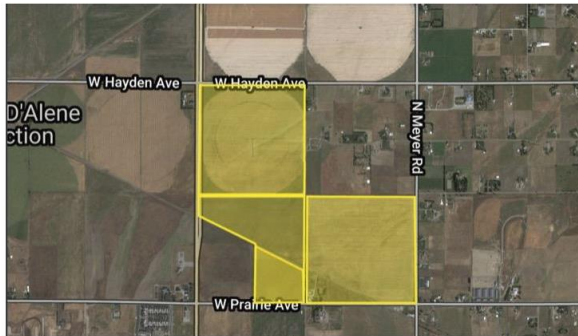
DocuSigned by:

Taryn Jacklin
F4F58A58A352461

9/7/2021

Authorized Signature, Seller Date

Subject Property





Construction Budget

Jacklin Property - Option 1

Description	Comments	Phase I K10
Land Acquisition		
Purchase Price		700,000
Due Diligence		45,000
TOTAL LAND		\$745,000
Soft Costs		
Architectural, Structural, MEP, Civil	Approx. 6% of Hard Costs	386,640
Due Diligence	Phase I, Traffic Study, appraisal, ALTA & survey	30,000
Construction Mgt/Owner Rep	Bouma USA	200,000
Permits and Fees	Building permit and review	125,000
Prof service fees & reviews		120,000
Builders Risk and General Liability		15,000
TOTAL SOFT COSTS		\$876,640
Hard Costs		
Square Footage		38,000
per sf Construction, vertical, specialties		138
Total Building Costs		5,244,000
Land Development, including infrastructure		1,200,000
P&P Bonds (1%)		77,395
TOTAL HARD COSTS		\$6,559,533
Project Contingency (Builder)	Overruns and unforeseen 5% of Hard & Soft	\$418,827
TOTAL PROJECT COSTS		\$8,600,000
Per Square Foot Analysis		
	Total Square Footage	38,000
	Hard Costs per sf	\$173
	Soft Costs per sf	\$23
	Total per sf (No Land, incl contingency)	\$207

Figure 1444: Option 1 Construction Budget

New Charter Petition Facility Option 2						
Location Address	Parcel # 51N04W300900: 8.49 acres of the 103 acres from the Hughes Family Farm Housing Development located on N Meyer Road near the SW corner of N Meyer and Prairie Rd in Post Falls, ID.					
Facility Information	Anticipate Move-In Date	8/1/2023	Facility Type	New Construction	Facility Status	Likely (board preferred site, actively pursuing)
Budget Location	Please indicate if this option is reflected in the Budget Template (Attachment A1-A4)			Break Even -Year 3 Budget		
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:		Bouma USA			
	Physical Address of Home Office:		3033 Orchard Vista Drive SE Suite 309, Grand Rapids, MI 49546			
	Website Address:		http://boumausa.com/			
	Company Contact:		Doug Bouma			
	Company Contact Phone Number:		(616) 682-6100			
Additional Information – Facility Option 2						
Please see Project Costs, Sources and Debt Service, and Additional Information which follows.						

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)	950,000	
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: Design – Build:800	7,800,000	
Total One-Time Costs	8,750,000	
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment	Mortgage	
Lease term		
Interest rate	5.75%	Round Table
Rate escalator (if applicable, please describe)		
In which operating year does the school intend to purchase (if option to purchase is applicable)	Operating Year 1	Property is not leased, it will be owned by KCA.
Capitalization rate at purchase (if applicable)		
Other		
Please include any additional narrative here.		

Proposed Building Site (Option 1)

- Parcel # 51N04W300900. The proposed building site consists of purchasing 8.49 acres of the 103 acres from the Hughes Family Farm Housing Development located on N Meyer Road near the SW corner of N Meyer and Prairie Rd in Post Falls, ID.
- Please see the enclosed 103 acre Hughes Farm Development drawing with Kootenai Classical Academy located on the drawing.
- Please also see the proposed Kootenai Classical Academy property site plan.
- Kootenai Classical Academy has proposed a \$750,000 property purchase price but we do have \$950,000 in our budget at this time.

Entitlements

- The Hughes Family Farm is in the process of beginning the Annexation process with the City of Post Falls which would include the annexation of the property that Kootenai Classical Academy proposing the purchase. We understand this can be a 6 to 8 month process which would fit with our timeline to have the facility completed by August of 2023.
- The property is currently zoned agricultural and the Hughes family Farm is taking on the responsibility to re-zone the 103 acres which would include the proper zoning that would be required for Kootenai Classical Academy.

Utilities

- The Kootenai Classical Academy offer defines that the Hughes Family would be responsible for bringing the City of Post Falls utilities to our proposed site. The timeline according to the Hughes family lines up with our goal to be completed with the Kootenai Classical Academy by August of 2023.

Design-Build Budget

- Bouma USA Management is proposing to design and build to a budget of \$7,800,000 not including land, for Phase One. Preliminarily this would include something similar to the 37,220 sf facility shown on the floor plan drawing, and the site work shown on the site drawing, which now includes a soccer field, play area, parking, etc.



Figure 1512: Option 2 Site Overview

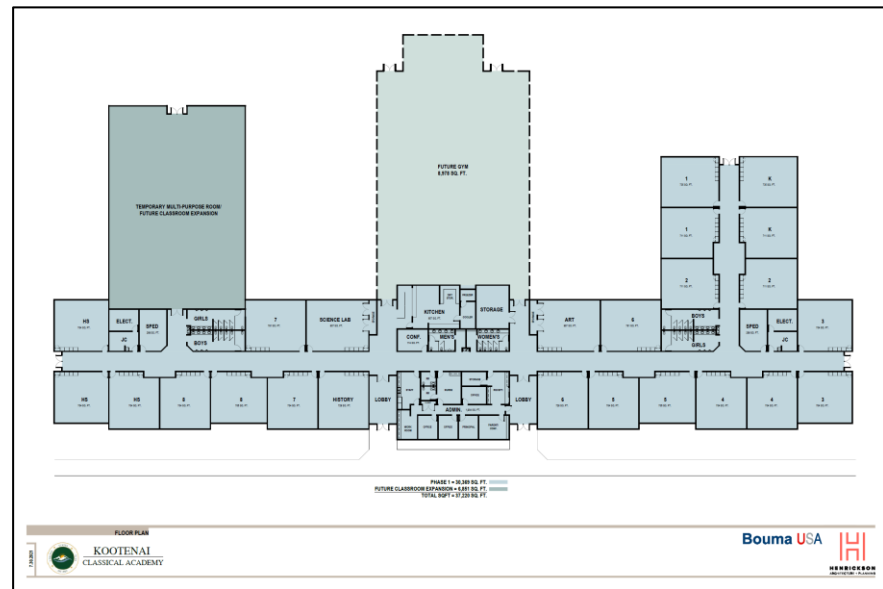


Figure 1613: Option 2 Layout



Construction Budget

Description	Comments	Phase I K10
Land Acquisition		
Purchase Price		950,000
Due Diligence		45,000
TOTAL LAND		\$995,000
Soft Costs		
Architectural, Structural, MEP, Civil	Approx. 6% of Hard Costs	386,640
Due Diligence	Phase I, Traffic Study, appraisal, ALTA & survey	30,000
Construction Mgt/Owner Rep	Paradigm/Bouma USA	200,000
Permits and Fees	Building permit and review	125,000
Prof service fees & reviews		120,000
Builders Risk and General Liability		15,000
TOTAL SOFT COSTS		\$876,640
Hard Costs		
Square Footage		38,000
per sf Construction, vertical, specialties		138
Total Building Costs		5,244,000
Land Development, including infrastructure		1,200,000
P&P Bonds (1%)		76,867
TOTAL SOFT COSTS		\$6,559,005
Project Contingency (Builder)	Overruns and unforeseen 5% of Hard & Soft	\$366,032
TOTAL PROJECT COSTS		\$8,796,677
Per Square Foot Analysis		
Total Square Footage		38,000
Hard Costs per sf		\$173
Soft Costs per sf		\$23
Total per sf (No Land, incl contingency)		\$205

Figure 1714: Option 2 Construction Budget

2023-2024 BUDGET WORKSHEETS					
ESTIMATING M & O STATE SUPPORT REVENUE					
					Rev Code
1	Number of Support Units (Best 28 Weeks ADA - Units)			18.06	
2.	State Distribution Factor Per Unit			\$ 31,341	
3.	Entitlement (line 1 x line 2)			\$ 565,972	
4.	Salary Apportionment: 1st Reporting Period Units (From SBA Template)	18.06			
		Administrative Index	Average Instructional Salary	Average Pupil Services Salary	Total SBA plus Allowances from SBA Template
		1.86980	\$42,898	\$42,898	\$ 1,097,995
5.	Estimated Base Support (line 3 + line 4)			\$ 1,663,967	431100
6.	Add: Benefit Apportionment			\$ 215,097	431800
7.	Add: Approved Border Contracts			\$ 0	431500
8.	Add: Approved Exceptional Child Support			\$ 0	431400
9.	Add: Approved Tuition Equivalency			\$ 0	431600
10.	Add: Transportation Allowance			\$ 67,912	431200
11.	Adjustments			\$	
12.	Total Estimated SDE State Support (lines 5 + 6 + 7 + 8 + 9 + 10 + 11)			\$ 1,946,976	
	Revenue in Lieu of Taxes: (n/a for District Charters)				
13.	Agricultural Equipment Tax Replacement Money from State Tax Commission	\$			
14.	Personal Property Tax Replacement Money from State Tax Commission	\$			
	Total Revenue in Lieu of Taxes (line 13)			0	438000
*** RETURN THIS PAGE TO THE STATE DEPARTMENT OF EDUCATION ***					
School District Name:	KOOTENAI CLASSICAL ACADEMY		School District Number:		

2023-2024 BUDGET WORKSHEETS					
ESTIMATING M & O STATE SUPPORT REVENUE					
					Rev Code
1	Number of Support Units (Best 28 Weeks ADA - Units)			21.06	
2.	State Distribution Factor Per Unit			\$ 31,341	
3.	Entitlement (line 1 x line 2)			\$ 660,044	
4.	Salary Apportionment: 1st Reporting Period Units	21.06			
	(From SBA Template)				
	Administrative Index	Average Instructional Salary	Average Pupil Services Salary	Total SBA plus Allowances from SBA Template	
				\$ 1,280,495	
5.	Estimated Base Support (line 3 + line 4)			\$ 1,940,539	431100
6.	Add: Benefit Apportionment			\$ 250,849	431800
7.	Add: Approved Border Contracts			\$ 0	431500
8.	Add: Approved Exceptional Child Support			\$ 0	431400
9.	Add: Approved Tuition Equivalency			\$ 0	431600
10.	Add: Transportation Allowance			\$ 79,200	431200
11.	Adjustments			\$	
12.	Total Estimated SDE State Support (lines 5 + 6 + 7 + 8 + 9 + 10 + 11)			\$ 2,270,588	
	Revenue in Lieu of Taxes: (n/a for District Charters)				
13.	Agricultural Equipment Tax Replacement Money from State Tax Commission	\$			
14.	Personal Property Tax Replacement Money from State Tax Commission	\$			
	Total Revenue in Lieu of Taxes (line 13)			0	438000
*** RETURN THIS PAGE TO THE STATE DEPARTMENT OF EDUCATION ***					
School District Name:	KOOTENAI CLASSICAL ACADEMY		School District Number:		

2024-2025 BUDGET WORKSHEETS						
ESTIMATING M & O STATE SUPPORT REVENUE						
						Rev Code
1	Number of Support Units (Best 28 Weeks ADA - Units)				25.33	
2.	State Distribution Factor Per Unit			\$	32,281	
3.	Entitlement (line 1 x line 2)			\$	817,686	
4.	Salary Apportionment: 1st Reporting Period Units	25.33				
	(From SBA Template)					
	Administrative Index	Average Instructional Salary	Average Pupil Services Salary		Total SBA plus Allowances from SBA Template	
				\$	1,565,587	
5.	Estimated Base Support (line 3 + line 4)			\$	2,383,273	431100
6.	Add: Benefit Apportionment			\$	306,698	431800
7.	Add: Approved Border Contracts			\$	0	431500
8.	Add: Approved Exceptional Child Support			\$	0	431400
9.	Add: Approved Tuition Equivalency			\$	0	431600
10.	Add: Transportation Allowance			\$	89,193	431200
11.	Adjustments			\$		
12.	Total Estimated SDE State Support (lines 5 + 6 + 7 + 8 + 9 + 10 + 11)			\$	2,779,164	
	Revenue in Lieu of Taxes: (n/a for District Charters)					
13.	Agricultural Equipment Tax Replacement Money from State Tax Commission	\$				
14.	Personal Property Tax Replacement Money from State Tax Commission	\$				
	Total Revenue in Lieu of Taxes (line 13)				0	438000
*** RETURN THIS PAGE TO THE STATE DEPARTMENT OF EDUCATION ***						
School District Name:	KOOTENAI CLASSICAL ACADEMY		School District Number:			

2025-2026 BUDGET WORKSHEETS					
ESTIMATING M & O STATE SUPPORT REVENUE					
					Rev Code
1	Number of Support Units (Best 28 Weeks ADA - Units)			29.61	
2	State Distribution Factor Per Unit			\$ 33,250	
3	Entitlement (line 1 x line 2)			\$ 984,526	
4	Salary Apportionment: 1st Reporting Period Units (From SBA Template)	29.61			
		Administrative Index	Average Instructional Salary	Average Pupil Services Salary	Total SBA plus Allowances from SBA Template
					\$ 1,845,587
5	Estimated Base Support (line 3 + line 4)			\$ 2,830,113	431100
6	Add: Benefit Apportionment			\$ 361,550	431800
7	Add: Approved Border Contracts			\$ 0	431500
8	Add: Approved Exceptional Child Support			\$ 0	431400
9	Add: Approved Tuition Equivalency			\$ 0	431600
10	Add: Transportation Allowance			\$ 99,185	431200
11	Adjustments			\$	
12	Total Estimated SDE State Support (lines 5 + 6 + 7 + 8 + 9 + 10 + 11)			\$ 3,290,849	
	Revenue in Lieu of Taxes: (n/a for District Charters)				
13	Agricultural Equipment Tax Replacement Money from State Tax Commission	\$			
14	Personal Property Tax Replacement Money from State Tax Commission	\$			
	Total Revenue in Lieu of Taxes (line 13)			0	438000
*** RETURN THIS PAGE TO THE STATE DEPARTMENT OF EDUCATION ***					
School District Name:	KOOTENAI CLASSICAL ACADEMY	School District Number:			

Appendix B: Articles of Incorporation and By-Laws

B.1 Articles of Incorporation



0003678565



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ARTICLES OF INCORPORATION (NONPROFIT)
Idaho Secretary of State
PO Box 93720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$30.00 - Make Checks Payable to Secretary of State

For Office Use Only

-FILED-

File #: 0003678565

Date Filed: 11/15/2019 8:52:12 PM

Articles of Incorporation (Nonprofit)	
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee \$30)
Article 1: Corporation Name Entity name	Kootenai Classical Academy 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: According to the Idaho Statutes: Title 33, Education, Chapter 52, regarding Public Charter Schools: 33-5212 paragraphs 1 and 2.
Article 6: IRS Designation Is this nonprofit a 501(c)(3)? 501(c)(3) purpose for which the corporation is organized:	Yes Educational K-12: Incorporation of Kootenai Classical Academy is required by Idaho State Charter School Law
Article 7: The mailing address of the corporation shall be: Mailing Address	741 S FAIRMONT LOOP COEUR D'ALENE, ID 83814-8942
Article 8: Registered Agent Name and Address Registered Agent	Registered Agent: Edward Kultz Physical Address: 741 S. FAIRMONT LOOP COEUR D'ALENE, ID 83814 Mailing Address: 741 S FAIRMONT LOOP COEUR D'ALENE, ID 83814-8942
Article 9: Incorporator Name(s) and Address(es)	
Name	Incorporator Address
Edward Kultz	741 S. FAIRMONT LOOP COEUR D'ALENE, ID 83814
J. Marcel LeBlanc	473 KONNIOTTO LANE SANDPOINT, ID 83864
Renee Burgess	2083 N WESTWIND DRIVE POST FALLS, ID 83854

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Article 19: Director Name(s) and Address(es)		
Name	Title	Director Address
Edward Kaitz	Director	741 S FAIRMONT LOOP COEUR D'ALENE, ID 83814-8942
J. Marcel LeBlanc	Director	473 KONNIOTTO LANE SANDPOINT, ID 83864
Renee Burgess	Director	2083 N WESTWIND DRIVE POST FALLS, ID 83854
Benjamin Kettle	Director	5401 E LANCASTER HAYDEN, ID 83835

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

<i>Edward Kaitz</i>	<u>11/15/2019</u>
Edward Kaitz	Date
<i>Marcel LeBlanc</i>	<u>11/15/2019</u>
J. Marcel LeBlanc	Date
<i>Renee Burgess</i>	<u>11/15/2019</u>
Renee Burgess	Date

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B.2 Bylaws

Bylaws

ARTICLE I: NAME; LEGAL STATUS

1.1. Name. The name of the Corporation is Kootenai Classical Academy Inc. (hereafter referred to as "Corporation"), and the name of the charter School governed by the Corporation is Kootenai Classical Academy (hereafter referred to as the "School"). The initial principal office of the Corporation shall be as stated in the Articles of Incorporation. The Corporation may at any time and from time to time change the location of its principal office, though the Corporation expects to maintain its principal address at the School. The School is located at [will be entered when location is secured].

1.2. Legal Status. The Corporation is a nonprofit entity under Idaho law. It exists in order to create, promote, and govern the operations of the School. The School is a charter School pursuant to Idaho Statute: Title 33, Education. Chapter 52.

ARTICLE II: PURPOSE

2.1. Purpose. As set forth in the Articles of Incorporation, the Kootenai Classical Academy, Inc. 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. Notwithstanding any other provision of these Bylaws to the contrary, the Corporation shall not carry on any activities not permitted of:

- a) A corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future Federal income tax code; or
- b) A corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or the corresponding provisions of any future Federal income tax code.
- c) The corporation shall not inure to or otherwise provide private gain of any person. The Corporation may not carry on any activity for the profit of its Officers, Directors or other persons or distribute any gains, profits or dividend to its Officers, Directors, or other persons as such.

ARTICLE III: PROPERTY

3.1 Property Dedicated to Nonprofit Purposes. The property of the Corporation is irrevocably dedicated to the public educational purposes of the School. No part of the net income or assets of the Corporation shall ever inure to the benefit of any of its Directors, Officers, or to the benefit of any private person, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

3.2 Distribution of Assets Upon Dissolution. Pursuant to Idaho Code 33-5212(2), in the event of a public charter school closure for any reason, the assets of the school shall be distributed first to satisfy outstanding payroll obligations for employees of the school, including any tax, public employee retirement system and other employee benefit obligations, then to creditors of the school, and then to the authorized chartering entity in the case of a public charter school authorized by the board of a local school district. In the case of a public charter school authorized by any other authorized chartering entity, any remaining assets shall be distributed to the public school income fund. Assets purchased using federal funds shall be returned to the authorized chartering entity for redistribution among other public charter schools. If the assets of the school are insufficient to pay all parties to whom the school owes compensation, the prioritization of the distribution of assets may be determined by decree of a court of law. If, after complying with Idaho statutory requirements, additional assets remain upon dissolution, the remaining assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or 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 disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization 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.

ARTICLE IV: OFFICES

4.1. Offices. The principal office of the Corporation shall be located within the County of Kootenai, State of Idaho, at such place as the Board of Directors shall designate. Additional offices may be maintained at such other places as the Board of Directors may designate. The Corporation shall continuously maintain within Kootenai County a registered office at such place as may be designated by the Board.

ARTICLE V: MEMBERSHIP

5.1. Membership. The Corporation shall have no members. Any action which would otherwise by law require approval by a majority of members or approval by the members shall require only approval of the Board of Directors. All rights which would otherwise by law vest in the members, shall vest in the Board of Directors.

ARTICLE VI: DIRECTORS

6.1. Definition. The Corporation shall be governed by its Directors; as a body the Directors constitute the Board of Directors (hereafter referred to as "Board"); Officers, described in Article VII herein these Bylaws, shall be elected from among the Directors.

6.2. Founding Directors. The Founding Directors of the Corporation, listed in Exhibit A herein, (the "Founding Directors") shall undertake the initial organization of the Corporation, and each shall serve until a successor Director is elected at the first annual meeting of the Directors after the School's opening, or his or her earlier resignation or removal in accordance with these Bylaws and applicable state law. Founding Directors who

are subsequently elected to serve as governing Directors of the Corporation after the founding efforts are completed and the School becomes operational are subject to the tenure and term limitations set forth in Section 6.4 herein. Such limitations of tenure shall not include time served as a Founding Director.

6.3. Powers and Duties. Without prejudice to its general powers, but subject to the same limitations set forth herein, the Board shall have, in addition to any other powers enumerated in these Bylaws and permitted by law, the power to conduct, govern, oversee, and control the affairs and activities of the Corporation and to make such rules, policies, and regulations therefore which are not inconsistent with law, the Corporation's Articles of Incorporation or these Bylaws.

6.4. Number, Election, Tenure, Qualifications, and Requirements of Directors. The number of Directors shall be a range consisting of no fewer than five (5) but not more than nine (9) persons. The Board shall fix the exact number of Directors, within these limits, by Board resolution or by amendment of the Bylaws, excepting that the number can only be increased by a two-thirds (2/3) vote of current directors. No decrease shall shorten the term of any incumbent Director. At no time shall more than two (2) Directors be parents of students attending the School.

- a. The Directors of the Board shall, upon election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected and qualified, except in cases of resignation or removal. All Directors of the Board must be approved by a two-thirds (2/3) vote of the Directors then in office.
- b. Directors will be selected from nominations submitted by Board members. Except in cases of resignation or removal, elections will be conducted at an annual meeting designated for elections after submission and review of nominees.
- c. Directors shall be elected for a term of three (3) years, excepting the initial governing Board as described in section (d) and (e).
- d. Director terms for the initial governing Board will be staggered to achieve one-year intervals. Director chairs numbered one (1), four (4), and seven (7) (as applicable) shall begin as full three-year terms. The initial term of director chairs numbered two (2), five (5), and eight (8) (as applicable) shall be two-year terms. The initial term of director chairs numbered three (3), six (6), and nine (9) (as applicable) shall be one-year terms.
- e. After the first Director terms for initial governing Board chairs numbered two (2), three (3), five (5), six (6), and, if applicable, eight (8) and nine (9), subsequent Directors shall each be elected to three-year terms. Each Director shall hold office until the annual meeting when his or her term expires or until his or her successor has been elected and qualified.
- f. Terms shall remain staggered so that no more than half the Board shall be up for election in any one (1) year, unless a vacancy needs to be filled. When the term of a Director has expired or when a Director resigns, the remaining Directors shall elect a new Director to fill the vacancy. Full terms are for no more than

three (3) years. When a Director fills a vacancy, he or she is elected to serve the remainder of the replaced Director's term. When a Director fills a vacancy in a shortened, staggered term, the Director is elected to serve the remainder of the replaced Director's initial term.

- g. Vacancies: Newly created Directorships resulting from an increase in the number of Directors or vacancies occurring in the Board for any reason, may be filled, after a review of submitted nominees, by a vote of a majority of Directors currently holding office.
Each Director must be an individual person who is twenty-five (25) years of age or older. Qualifications for Board Directorship shall include but not be limited to: (i) enthusiasm for the School and conviction in its purpose as described in these Bylaws; (ii) support for the principles of the Board's agreement with Hillsdale College and the mission of the Barney Charter School Initiative of Hillsdale College, including willingness to complete required BCSI training and informational sessions; (iii) willingness to submit to an extended criminal record background check; (iv) agreement to abide by an established Board code of conduct and to comport themselves prudently and ethically, holding themselves accountable to good governance and public fiduciary and stewardship practices; (v) commitment to professional development and the completion of any state requirements for training or development; (vi) special skills to address specific oversight and needs of the School; (vii) willingness to accept and support decisions democratically made; and (viii) ability to represent the School to the community when needed. The Board will work to ensure that membership will include a broad range of expertise, including backgrounds in education, science, legal, administrative, financial, and related fields.
- h. Each Director shall attend at least eight (8) regular monthly meetings of the Board per year. Failure to attend the minimum number of regular meetings can constitute cause for removal.
- i. A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director; (ii) whenever the number of authorized Directors is increased; or (iii) the failure of the Board, at any meeting at which any Director or Directors are to be elected, to elect the full authorized number of Directors. The Board may, by resolution adopted by the vote of a majority of Directors, declare vacant the office of a Director who has been declared of unsound mind by an order of court, or convicted of a felony, or found by final order or judgment of any court to have breached a duty under state or federal law. Whenever any vacancy occurs in the Board, it shall be filled without undue delay by a majority vote of the current Directors at a regular or special meeting of the Board.
- j. Directors are limited to two (2) consecutive terms of office, though a Director may serve two (2) terms after being elected to fulfill the remainder of a term vacated by another Director, or after being elected to serve a shortened term due to the initial staggered terms. After two consecutive normal terms, a Director must remain off the Board for six (6) full calendar years before being eligible for re-election.

- k. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and state or federal law.

6.5. Compensation. Directors of the Board shall not receive any compensation for their services as Directors or Officers. All Board members are required to obtain the approval of the Board in advance of engaging in travel or encumbering other expenses on behalf of the school. Any such reasonable and approved expenses that are not reimbursed by the School shall be construed as a gift to the School.

6.6. Removal or Resignation. Subject to the provisions of Section 30-30-Part 4: 408-409 of the Idaho Nonprofit Public Corporation Act, any Director of the Board may be removed for cause by the affirmative vote of two-thirds (2/3) of the Directors then in office, excluding the member at issue, whenever in their judgment such removal would serve the best interests of the School. A Director may resign at any time by giving written notice to the Board, the President, or the Secretary. Unless otherwise specified in the notice of resignation, the resignation shall take effect upon the receipt thereof by the Board or Officer, and the acceptance of the resignation shall not be necessary to make it effective. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.

The Board may, by majority resolution, declare vacant the office of a Director who fails to attend eight (8) Board meetings during any calendar year unless the absences are due to mitigating factors that have been previously disclosed to, and approved by, the Board.

The Board may, by a two-thirds (2/3) vote of the Directors, excluding the Director at issue, declare vacant the position of any Director who fails or ceases to meet any required qualification in effect at the beginning of that Director's current term of office.

6.7. Confidentiality. As a public entity, most School and Board records are subject to public inspection or request. Directors are prohibited, however, from publicly discussing matters covered in a properly noticed and duly convened closed meeting of the Board.

6.8. Orientation/Training. As a condition of serving, all new Directors will be required to participate in an orientation or training session approved by the Board, preferably prior to appointment or election, but no later than ninety (90) days after appointment or election. Such orientation shall include the requirement that each Director make a reasonable effort to know and understand what shall dictate the Corporation and School's compliance standards and, as a minimum, certify they have read the School's charter, these Bylaws, the Board's agreement with the Barney Charter School Initiative of Hillsdale College, and any management-related contract that may be in place, pledging his or her duty to the compliance covenants they require. Board members who fail to complete the orientation or training within the ninety (90) day period established in this section shall be deemed to have resigned. The Board shall adopt periodic, regular Board training and

development sessions for all members for the purposes of ongoing education in good governance practices and the fiduciary duties of each of its members.

ARTICLE VII: OFFICERS

7.1. Number, Election, and Tenure of Officers. The Officers of the Board shall include a President, Vice President, Secretary, and Treasurer. Officers of the Corporation shall also be Directors of the Corporation. Individual Officers of the Corporation have no authority over school affairs, except as provided by law or as authorized by the Board.

- a. **Election:** The Board shall elect and appoint, by majority vote of the Directors, all Officers of the Board at an annual meeting of the Board, which Officers shall be installed in office at such annual meeting to serve for terms of one (1) year or until their successors have been duly elected and qualified. If more than one (1) nominee exists for any vacancy, the nominee receiving the greatest number of votes shall be declared elected and shall be installed in office at an annual meeting.
- b. **Removal:** Any Officer may be removed, with cause, by the Board at any regular or special meeting of the Board by a two-thirds (2/3) vote of the Directors then in office.
- c. **Resignation:** Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect on the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.
- d. **Vacancies:** A vacancy in any office because of death, resignation, removal, or otherwise, shall be filled by the Board by a majority vote of then-current Directors for the unexpired portion of the term.

7.2 Description of Officers:

- a. **President.** Subject to Board policy and Board direction, the Board shall elect a President who shall lead the Board in its oversight of the Corporation and of School management. The President, as chief governance officer, shall act as Chair, presiding over meetings of the Board, signing legal documents as required by law, and exercising and performing such other powers and duties as may, from time to time, be assigned to him or her by the Board or prescribed by these Bylaws. The President, individually, shall not have the authority to make decisions about policies created by the Board, engage in matters of accountability and authority delegated to the School Leader, nor give directives to the School Leader, as that authority is possessed only by the Board as a whole. The President is not the chief executive of the Corporation or the School, nor does he or she have any greater authority regarding operations than any other Director. The President is a specially empowered Board member whose role is to assure the integrity of the Board's processes and, secondarily, to occasionally

represent the Board to outside parties on matters such as announcing Board positions, and to state his or her decisions and interpretations within an area delegated to him or her by the Board.

- b. **Vice President.** The Vice President shall perform the duties of the President in the absence of the President or at the request of the President. If a vacancy occurs in the presidency, the Vice President will act in the capacity of the President until the office has been filled by a vote of the Board Directors.
- c. **Secretary.** The Board shall elect a Secretary who shall keep or cause to be kept a book of minutes and other critical Board documents of all Board meetings at the principal office or at such other place as the Board may order. Board minutes shall contain the time and place of each meeting, whether regular or special (if special, how authorized), the notice given thereof, the name(s) of those present, and the proceedings thereof, assuring adherence to the tenets of the most current edition of Robert's Rules of Order and state and federal law. The Secretary shall give or cause to be given notice of all Board meetings required by these Bylaws or by law. Excepting cases where there is a real or perceived conflict of interest, the Secretary shall countersign, when required, all authorized bonds, contracts, deeds, leases, or other legal instruments. In those cases of real or perceived conflict of interest, any Officer, with the approval of the Board, may countersign authorized bonds, contracts, deeds, leases, or other legal instruments. The Secretary of the Board shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time. The Board may appoint a designee to assist with the responsibilities of the Secretary as described herein, including recording and transcribing the minutes of the meetings, posting notices and agendas, and preparing packets for the Governing Board's review. The Board Secretary will review the minutes prior to presenting them to the Governance Board for approval.
- d. **Treasurer.** Subject to Board policy and Board direction, the Board shall elect a Treasurer who shall assist the Board in the oversight of the School's financial performance, reporting, and safeguarding. The Treasurer shall chair the Board Audit Committee whose purpose shall be to assist the Board in ensuring that the School's money and assets are safeguarded from fraud, waste, and abuse; spent in conformity with Board policy; and properly accounted for on a continuous basis. The Treasurer shall not individually have the authority to give directives to the School Leader or any staff or faculty of the School, nor shall the Treasurer be given the authority to sign checks on behalf of the Corporation or School. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board from time to time. During the foundation period of the school the Treasurer may, at the request of the Board: (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated from time to time by the Board; (ii) disburse the funds of the Corporation as may be ordered by the Board; or (iii) may render to the Board, upon request, an account of all transactions as Treasurer and of the financial

condition of the Corporation. The Treasurer shall present a current operating statement and report to the Board at all regular meetings.

Upon transition to a governing Board, the Treasurer shall be familiar with the fiscal affairs of the School and keep the Board informed thereof should the School's Business Manager be unable to do so.

- e. Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect on the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.
- f. A vacancy in any office because of death, resignation, removal, or otherwise, may be filled by the Board by a majority vote of current Directors for the unexpired portion of the term.

ARTICLE VIII: Authority of the Board.

8.1 General: As the governing body, the Board of Directors is responsible for ensuring the School will be operated for the educational benefit of its students. Included with this responsibility are the obligations concomitant with school operations, showing compliance to relevant federal, state, and local laws, and the task of fiduciary oversight of school finances. The School Charter authorizes the Board, in accordance with these Bylaws, to formulate, adopt, and implement, in a fair and uniform manner, policy to achieve the Mission of the School. When necessary for the execution of its responsibilities, the Board of Directors may delegate its authority as specified in these Bylaws.

8.2 Individual Member's Authority: A member of the Board is a public officer who, individually, has no power or authority. The charter vests power in the Board, and not in the members, either individually or otherwise. These powers must be exercised by the Board at a public meeting in regular or specially called meetings, with actions duly recorded in its minutes.

8.3 Binding Authority: The Board shall not be bound in any way by any action or statement on the part of any individual Board member except when such a statement or action is in pursuance of specific instructions from the Board. Any such exception shall be stated in the minutes of a Board meeting.

8.4 Final Authority. The Board reserves to itself final authority for decisions concerning:

- a. performing any, and all, duties imposed on the Board collectively or individually by law or by these Bylaws;
- b. making or changing policies, rules, and regulations not inconsistent with law, or with these Bylaws, for the effective management and control of the School and its affairs, and of its staff, faculty, other 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 or mission;
- c. acquiring and disposing of real and personal property provided that at the termination of the charter, all assets of the charter shall be disposed of in accordance with Idaho law;
 - d. entering into agreements and contracts with individuals, groups of individuals, Corporations or governments for any lawful purpose;
 - e. employing and establishing evaluation criteria for the School Leader, and performing annual evaluations of the school leader's performance;
 - f. keeping a complete record of all minutes, acts, and proceedings of the Board;
 - g. approving the annual budget of anticipated income and expenditures, and directing the preparation of the annual financial audit report, as well as any other audits required by law, to be made by an accountant selected by the Board, showing in reasonable detail all of the assets, liabilities, revenues, and expenses of the School and its financial condition;
 - h. ensuring the School's money and assets are reasonably safeguarded against fraud, waste, and abuse, and that the School's financial transactions are managed according to Generally Accepted Accounting Principles and any other applicable standards;
 - i. ensuring the School's financial position and performance meet all required performance framework metrics it establishes;
 - j. setting the proper tone for the ethical and prudent conduct of the Corporation and School in all matters related to its organization and the conduct of its work;
 - k. ensuring the ethical public stewardship and accountability of the Corporation and School;
 - l. upholding and enforcing all laws related to the School's operation;
 - m. assuring adequate funding for the operation of the School; and
 - n. delegating the management of the activities of the School to others, so long as the affairs of the School are managed, and its powers are exercised, under the Board's ultimate oversight and jurisdiction.

8.5 Delegation to the School Leader: Subject to such supervisory powers as may be given by the Board, the business, affairs, and property of the School, and all Board authority delegated to the staff and faculty, shall be delegated through and managed by the School Leader so that all authority and accountability of staff and faculty and the management of the School, as far as the Board is concerned, is considered to be under the authority and accountability of the School Leader, who shall be employed by the Board at its pleasure and accountable to the Board to serve as the chief executive and administrator of the School. The Board shall provide oversight of the School Leader and will direct and instruct the School Leader to achieve certain results for the School through the Board's establishment of policies designed to describe the results it expects and those it does not. In doing so, the Board shall:

- a. limit the latitude the School Leader may exercise in practices, methods, conduct, and other "means" through the establishment of policies and guidelines setting forth such related limitations so as to maintain the Board's established standards of virtues, prudence, and ethics;
- b. provide clear expectations and a framework of virtues for the School Leader to reasonably interpret Board policies to establish all further management and operational policies, make all necessary decisions, take all appropriate actions, and develop all activities within the operation of the School;

- c. respect and support the School Leader's choices, within the boundaries and delegations established by the Board;
- d. not bind the School Leader except through its decisions while acting collectively, unless it specifically authorizes such exercise of authority through a Director, Officer, or designated committee on limited and rare occasions through a majority vote of the Directors; and
- e. not require the School Leader to provide information or assistance without Board authorization through a majority vote of the Directors when such a request, in the School Leader's judgment, causes a material amount of staff or faculty time or funds, or is disruptive to the School's operation.

The School Leader shall hold final authority in the management of the School, outside the broader powers of the Board. As such, the School Leader's accountability is an accumulation of the responsibilities of the staff and faculty and is held to the judgment of the Board who shall monitor the School Leader diligently and respectfully. The Board may establish policy to acquire such monitoring data by internal report, external report, or by direct Board inspection.

The Board shall have one employee, as a single point of delegation, in the School Leader, who is solely accountable for the outcome of the School's operation by achieving the results expected by the Board and by not violating the Board's policies respecting his or her authority, domain, or purview. In every case, the standard for compliance of the School Leader to the Board shall be any reasonable interpretation of the policies of the Board on outcomes it expects and executive limitations it imposes.

8.6 Work of the Board. The Board shall set about doing its work with fidelity to the tenets of sound governance and practices in order to effectively bring about its purpose with integrity and efficiency. The Board shall work to create, through explicit policy and guidelines, the prudent and ethical function of the Corporation and the School. Though it shall dutifully safeguard its decision-making authority on all matters as described by these Bylaws, it shall retain such primary practical and workload interest in:

- a. setting the Board's work plan and agenda for the year and for each meeting;
- b. determining Board training and development needs;
- c. attending to discipline in Board attendance, following these Bylaws and other self-imposed rules;
- d. becoming expert in good governance practices and policy-making;
- e. establishing the limits of the School Leader's authority to budget, administer finances and compensation, establish programs, and otherwise manage the operations of the School through the Board's proscriptive policy, instruction, and other guidelines;
- f. establishing the results, recipients, and acceptable costs of those results that justify the Corporation's existence;
- g. examining monitoring data and determining whether the Corporation or School has achieved a reasonable interpretation of Board-stated and charter-required criteria;

- h. conducting regular self-assessment and Board evaluation to improve its effectiveness and governance practices, including its compliance to the policies it creates; and
- i. establishing and executing a long-term strategic plan for the School's growth and fiscal and operational sustainability.

ARTICLE IX: MEETINGS

9.1 Regular Meetings. The Board shall establish a regular schedule for monthly meetings, no fewer than ten (10) months per year. Minutes of each Board meeting shall be taken and approved by the Board and made available to the public according to Idaho state requirements.

9.2 Special Meetings. Special meetings may be called or requested by the President or any two (2) Directors. Special meetings should only be called when circumstances require immediate action, or to resolve specific items of business that could not be addressed in a regular meeting. The President or the Directors responsible for calling the meeting, shall make every reasonable effort to ensure that all Board members are able to attend. Minutes of each special meeting shall be taken and approved by the Board.

9.3 Emergency Meetings. If warranted, an emergency meeting may be called by the President or any two (2) Directors; the Board will take all reasonable steps to provide notice of such meeting and will ensure that the notice and procedure for such meeting follows Idaho state statute.

9.4 Annual Meeting. The annual meeting of the Board of Directors of the Corporation for the election of Directors to succeed those whose terms expire and for the transaction of other business as may properly come before the meeting, shall be held each year at a date and time to be determined by the Board.

9.5 Place of Meeting. Meetings of the Board of Directors, regular or special, may be held at such place within or without the State of Idaho, and upon such notice as prescribed by resolution of the Board. The place at which such meetings shall be held shall be stated in the notice and call of meeting. No change in the place of meeting shall be made within three (3) days before the day on which an election of Directors is to be held.

9.6. Notice. Absent controlling state statute, notice of all regular meetings or changes to the calendar of regular meetings must occur at least ten (10) days in advance of an affected meeting. Directors shall receive notice by telephone, electronic methods, or by written notice; the public should receive notification via reasonable methods that may include, but are not limited to, print and electronic media. Absent controlling state statute, notice of any special meeting of the Board shall be given at least three (3) days in advance of the meeting by telephone, electronic methods, or by written notice. Any Director may waive notice of any meeting. The attendance of a Director at any meeting will constitute a waiver of notice

of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted, nor the purpose of any regular Board meeting needs to be specified in the notice, unless specifically required by law or by these Bylaws. The notice for a special meeting must include the purpose of the meeting and a description of the business to be transacted.

9.7 Advanced Notice: The Board recognizes the importance of timely communication among its members and between the Board and the School Leader. The School Leader, or his or her designee, should give the Board prior notice of matters submitted for deliberation at meetings. Notice should be sufficiently ahead of meetings to comply with the meeting notice requirements as stated Idaho Open Meeting laws.

9.8 Quorum and Voting. A quorum at Board meetings shall consist of a majority of current Directors. A majority act of the Board Directors at any meeting at which a lawful quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these Bylaws. Proxy voting is not permitted.

9.9 Remote Participation. To the extent permitted by (Idaho) law, any member of the Board or committee thereof may participate in a meeting of such Board or committee by means of a teleconference network, videoconference technology, or similar communications method by which all persons participating in the meeting can hear each other. For regular meetings, however, at least three (3) Directors must be physically present at the meeting location to form a quorum. All votes taken with participants attending by telephone or teleconference shall be by roll call.

9.10 Meetings Open to the Public. Except as provided herein, all meetings shall comply with Idaho Open Meetings Law, Title 74 Chapter 2.

9.11 Meeting Minutes. The Directors of the Corporation shall require written minutes of all its meetings. However, neither a full transcript nor a recording of the meeting shall be required. All minutes shall be available to the public within a reasonable time after the meeting and shall include at least the following information: (a) all members of the Directors of the Corporation present; (b) all motions, resolutions, orders, or ordinances proposed, and their disposition; and (c) the results of all votes, and upon the request of a member, the vote of each member by name. Minutes of any executive sessions held by the Directors of the Corporation under Title 74, Chapter 2 of the Idaho Code may be limited to material, the disclosure of which is not inconsistent with the provisions of section 74-206, Idaho Code, but must contain sufficient detail to convey the general tenor of the meeting. Unofficial minutes should be delivered to Directors in advance of the next regularly scheduled Board meeting along with the agenda for the next Board meeting. Minutes need not be read publicly, provided Directors have had an opportunity to review them before adoption. A file of permanent Board meeting minutes shall be maintained in the office of the Board Secretary or his or her designate, to be made available within a reasonable period of time after a meeting for inspection upon written request.

9.12 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. In order to convene into a duly authorized executive session all of the following must occur: (a) a member of the Board of the Corporation must move for holding of an executive session and the motion must state the specific subsections for going into executive session; (b) two-thirds (2/3) of the Directors of the Corporation must vote in favor of holding of such executive session; and (c) said vote must be by roll call and recorded in the meeting minutes, showing the individual vote of each Director present. No executive session may be held for the purpose of taking any final action or making any final decision. Unless otherwise allowed by law, no Director of the Corporation may disclose the content of an executive session to an outside source.

9.13 Consent Agenda. To expedite business at a Board meeting, the Board approves the use of a consent agenda, which includes those items considered to be routine in nature. Any item which appears on the consent agenda may be removed by any Director. Any Director who wishes to remove an item from the consent agenda shall give advance notice in a timely manner to the Secretary of the Board. The remaining items will be voted on by a single motion. The approved motion will be recorded in the minutes, including a listing of all items appearing on the consent agenda.

ARTICLE X: CHARTER SCHOOL POLICY

10.1 Adoption and Amendment of Policies. The adoption of new policies and the revision and amending of existing policies, shall be the sole responsibility of the Board. All policies shall conform to local, state, and federal laws as well as to the rules and regulations of the Idaho Department of Education. Proposed new policies and proposed changes in existing policies shall be presented in writing for reading and discussion at regular or special Board Meetings. Suggested policies or proposals may be referred to the School Leader for detailed study, as needed, prior to Board action. Any Board member, citizen, or employee of the Board may present data, written, or oral arguments in support of or in opposition to proposed policy. Any written statement by a person relative to a proposed policy or amendment should be directed to the Board Secretary prior to the second reading.

Proposed new policies and proposed changes in existing policies shall undergo a minimum of two (2) readings in the following manner:

- a. the proposed new or amended policy shall be presented in writing for reading and discussion at a regular or special Board meeting; and
- b. the final vote for adoption shall take place no earlier than the second reading of the new or proposed change in policy.

Although approval of a new or amended policy requires a minimum of two (2) readings, accelerated approval may be granted by the Governing Board in lieu of formal policy to meet emergency conditions or special events which will take place before formal action can be taken. Accelerated approval must be by specific motion of the Board. All new or amended policies shall become effective upon adoption unless a specific effective date is provided in the motion for adoption. Policies as adopted or amended shall be made a part

of the meeting minutes and shall also be included in the Charter School's policy manual. Policies of the Charter School shall be reviewed annually by the Board.

10.2 Administration in Absence of Policy. In cases where action must be taken before the next Board meeting and where the Board has provided no policies or guides for administrative actions, the School Leader shall have power to act. The School Leader's decisions, however, shall be subject to review by the Board at its next regular meeting. Additionally, it shall be the duty of the School Leader to inform the Board of such action and need for policy.

10.3 Suspension of Policies. Under circumstances which require a waiver of a policy, the policy may be suspended by a majority vote of the members present. To suspend a policy, all Directors must have received written notice of the meeting including the proposal to suspend the policies and an explanation of the purpose of such proposed suspension. If such a proposal is not made in writing prior to the meeting, the policies may only be suspended by a unanimous vote of all Directors present.

10.4 Policy Manuals. The School Leader shall develop and maintain a current policy manual which contains the policies of the Charter School. Each administrator, as well as staff, students, and interested parties, shall have ready access to the manual. Policy manuals may be distributed upon request, but the Charter School shall retain the exclusive rights to the policies within, including the right to revise or recall the manual.

10.5 Administrative Procedures. The School Leader shall develop such administrative procedures as are necessary to ensure consistent implementation of policies adopted by the Board. When a written procedure is developed, the School Leader shall submit it to the Board as an information item. Such procedures need not be approved by the Board, though they may be revised when it appears that they are not consistent with the Board's intentions as expressed in its policies. On controversial topics, the School Leader may request Board approval.

ARTICLE XI: PUBLIC RECORDS REQUESTS

11.1 Records Available to Public. Every person has the right to examine and request a copy of any Charter School record at reasonable times. All Charter School records, except those restricted by state and federal law, shall be available to citizens for inspection at the office of the principal or at a place designated by the principal. Patrons who request copies of available charter school records may be asked to pay for the cost of the requested copies.

11.2 Written Records Request Required. All persons or entities requesting records must make a written request which includes the person or entity's name, mailing address and telephone number.

11.3 Response to Request for Examination of Public Records. The Charter School shall either grant or deny a person's written request to examine or copy public records within three (3) business days of the date of the receipt of a request for public records. If a

longer time period is needed to locate or retrieve the records, the Charter School shall notify the person requesting the records and provide the records no later than ten (10) business days following the request. If the Charter School fails to respond within ten (10) business days after the requested is received, the request shall be deemed to be denied. If the Charter School denies a person or entity's request to examine or copy records, or denies in part and grants in part, the request to examine and/or copy the records, the person legally responsible for administering the Charter School shall notify the person or entity in writing of the denial or partial denial of the request for the public record. Additionally, the notice of denial or partial denial shall state that the attorney for the Charter School has reviewed the request or shall state that the Charter School has had an opportunity to consult with an attorney regarding the request for examination or copying of a record and has chosen not to do so. The notice of denial or partial denial shall also indicate the statutory authority for the denial and clearly indicate the right to appeal the denial or partial denial and the time period for doing so.

11.4 Other Provisions of the Public Writings Law. Pursuant to Title 33 Chapter 52 of the Idaho Code, all other provision of Title 74, Chapter 1 of the Idaho Code shall be applicable to a request for public records in the same manner that a traditional school and the Governing Boards of school trustees are subject to those provisions.

ARTICLE XII: CONFLICTS OF INTEREST

12.1. Annual Disclosure. All Directors will annually disclose to the Board, in writing, the existence of any relationship or interest which could give rise to a conflict.

12.2. Conflict of Interest. Any Director or committee member having an interest in a contract, other transaction, or program presented to or discussed by the Board or Board committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be a private interest of the Director. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict is deemed to exist. If a conflict is determined, such person shall not vote on, nor use his or her personal influence on, nor be present during, the discussions or deliberations with respect to such contract or transaction (other than to present information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the recusal from voting and participation. In cases where the interest in question will require frequent or on-going disclosures and/or the recusal of a Director from voting—such as, but not limited to lease agreements or on-going management services—the Director in question is required to resign from the Board within sixty (60) days of an executed contract.

12.3. Nepotism. The prohibitions against conflicts of interest in these Bylaws have the following consequences for immediate relatives of Board Directors:

- a. The conflict-of-interest policy shall apply in cases where the child, parent, or spouse of a Director has an interest in a contract, other transaction, or program presented to or discussed by the Board or Board committee that stands to benefit a student, staff, or faculty member of immediate relation to a Director.
- b. In cases wherein the School or Corporation directly employs the child, parent, or spouse of a Director as a full-time, paid employee, the Director in question must resign within sixty (60) days of an accepted offer of employment or within forty-five (45) days of the employee's first day of full-time employment, whichever comes sooner.

ARTICLE XIII: COMMITTEES

13.1. Purpose of Committees. Before forming any Board committee, the Board will first ascertain that the committee's purpose is to help the Board do its work. The Board will not form any committee intended to help manage the School or assume any delegated authority and accountability designated to the School Leader.

13.2. Committees. By one or more resolutions adopted by a majority vote of the Directors present at a meeting with quorum, the Board of Directors may designate one or more committees, each of which, to the extent provided in the resolution establishing such committee and these Bylaws, shall have and may exercise specific delegated authority. Each committee must include at least two (2) Directors, and may include additional committee members that are not Board members. Delegation of authority to any committee shall not operate to relieve the Board of Directors or any Director from any responsibility or standard of conduct imposed by law or these Bylaws. Rules governing procedures for meetings of any committee shall be the same as those set forth in these Bylaws and the Policies of the Board of Directors unless the Board itself determines otherwise. Any committee may be given certain specific delegated authority except that no committee may:

- a. approve any action for which state law also requires approval of the Directors or approval of a majority of all Directors;
- b. fill vacancies on the Board or in any committee which has the authority of the Board;
- c. fix compensation of the Directors for serving on the Board or on any committee;
- d. amend or repeal Bylaws or adopt new Bylaws;
- e. amend or repeal any resolution of the Board which by its express terms is not so amendable or able to be repealed;
- f. appoint any other committees or members thereto;
- g. approve any transaction (i) between the Corporation and one or more of its Directors; or (ii) between the Corporation and any entity in which one or more of its Directors have a material financial interest; or
- h. have express delegated authority to make decisions on behalf of the Board collectively, but shall make recommendations for the Board's final approval, as appropriate.

13.3. Committee Quorum. A majority of the committee members shall constitute a quorum for the transaction of committee business, except to adjourn. A majority of the committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every action or decision made by a majority of the committee members at a duly-held meeting with a quorum present, shall be regarded as an act of the committee, subject to the provisions of Idaho state law or these Bylaws.

13.4. Committee Authority. The Board may, at any time, revoke or modify any or all authority the Board has delegated to a committee. The Board may increase or decrease the number of committee members [though no fewer than two (2) Board members], and fill vacancies in a committee.

13.5. Standing Committees. The Board of Directors will constitute and appoint Directors to several permanent standing committees, including a governance committee, an audit and financial oversight committee, and a risk-management oversight committee.

- a. The Governance Committee shall assist the Board in developing optimum Board performance with the goal of sustaining it upon Board member turnover. The committee's duties include identifying (and recruiting) potential candidates for Board service and coordinating the election and orientation of new members. It is also responsible for coordinating ongoing Board self-assessment and professional development that is both meaningful and practical. The committee will ensure, on behalf of the Board, any required criminal history checks on candidates, Officers and Directors are initiated in a timely manner and the results are reported to the Board. The committee shall also be vigilant, as needed, in reminding the Board, its Officers, its committees, and its individual members of the importance of complying with the Board's Bylaws, Officer and Director code of conduct, conflict of interest disclosures and any related Board policies.
- b. The Audit Committee shall assist the Board in ensuring that the school's money and assets are properly managed and accounted for, as well as safeguarded against fraud, waste, and abuse. The committee's duties include soliciting proposals from independent auditors as needed, regularly reviewing financial reports and source documents for irregularities, and confirming the timely and accurate submission of various compliance reports such as corporate tax documents and authorizer mandated financial reports. With the guidance of the Board's attorney, the committee shall also investigate allegations of financial wrong-doing by senior management and shall receive reports from senior management regarding any investigations of financial wrong-doing it is conducting of subordinate personnel.
- c. The Risk Management Oversight Committee shall assist the Board in ensuring the occurrence of sound risk management in the school (including oversight of adequate insurance coverages and policy renewal), the timely completion of background checks of staff, faculty, and volunteers, the review of campus safety plans and emergency action plans, and the oversight of related policies.

ARTICLE XIV: PARLIAMENTARY AUTHORITY

14.1. Parliamentary Authority. The rules contained in the current edition of *Robert's Rules of Order, Newly Revised* shall govern Board meetings in which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Board may adopt.

ARTICLE XV: AMENDMENTS

15.1. Bylaws. These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Board of Directors by an affirmative vote of two-thirds (2/3) of current Directors at any meeting of the Board, provided the full text of the proposed amendment, alteration, or repeal was submitted in writing at the previous regular meeting. Bylaws may not be amended without providing reasonable prior written notice to the Barney Charter School Initiative of Hillsdale College and receiving the approval of the School's authorizer.

15.2. Articles of Incorporation. The Articles of Incorporation of the School may be amended at a regular or special meeting of the Board by an affirmative vote of two-thirds (2/3) of current Directors, provided specific notice of the proposed amendments of the Articles was submitted in writing at the previous regular meeting. The Articles of Incorporation may not be amended without providing reasonable, prior, written notice to the Barney Charter School Initiative of Hillsdale College and receiving the approval of the School's authorizer.

ARTICLE XVI: BOOKS AND RECORDS

16.1. Books and Records. The Board shall keep complete books and records of accounts and minutes of Board of Director proceedings and committees authorized by the Board of Directors. All books and records shall be kept in written form or in a form capable of being converted into writing within a reasonable period of time.

16.2. Annual Reports. As necessary, the Board shall file an annual report containing information required by the Idaho Department of State.

16.3. Inspection Rights. Every Director shall have the right, at any reasonable time, to inspect the Corporation's books, records, documents, and physical properties as permitted by applicable federal, state or local law. These inspection rights do not extend to records that are confidential under law including, but not limited to, private student records.

ARTICLE XVII: CONTRACTS, LOANS AND DEPOSITS

17.1. 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; such authority may be general or confined to specific purposes.

17.2. 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 Board member of the School.

17.3. Checks, Drafts and Notes. All checks, drafts, or other orders for the payment of money and all notes or other evidence of indebtedness issued in the name of the School shall be signed by a minimum of two Officers or agents of the School as designated by the Board. Separation-of-duties policy will be maintained for monetary matters to separate disbursement and payment of funds from review or reconciliation of accounts and ledgers. Duties will be designated among Board members by assignment from the Board President. All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness or encumbrances of school funds issued in the name of the School shall only occur within the confines of explicit Board policy.

17.4. 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 located in the State of Idaho as selected by the Board. The Board must verify the existence of such accounts on an annual basis.

17.5 Fiscal Affairs: The fiscal year of the Corporation shall be from 1 July to 30 June.

ARTICLE XVIII: CONSTRUCTION

18.1 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in Idaho Statute, Title 30, Chapter 30, Idaho Nonprofit Corporation Act shall govern the construction of these Bylaws. Without limiting the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a Corporation and an individual person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

ARTICLE XIX: INDEMNIFICATION

19.1 General. To the full extent authorized by law, the Board shall authorize the School to pay or cause to be paid by insurance or otherwise, indemnification of any Director, Officer, employee, or agent, or former Director, Officer, employee, or agent of the School, against expenses actually and necessarily incurred by such person in connection with the defense of any action, suit, or proceeding in which that person is made a party by reason of being or having been such Director, Officer, employee or agent, except in relation to matters as to which that person shall have been adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be deemed exclusive of any other rights to which an indemnitee may be entitled under any bylaw, agreement, resolution of the Board of Directors or otherwise.

KOOTENAI CLASSICAL ACADEMY April 17, 2021

19.2 Expenses. Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Board in advance of the final disposition of such action, suit, or proceeding, if authorized by the Board, upon receipt of an undertaking by or on behalf of the indemnitee to repay such amount if it shall ultimately be determined that such indemnitee is not entitled to be indemnified hereunder.

19.3 Insurance. The Board may purchase and maintain insurance on behalf of any person who is or was a member, Director, Officer, employee, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the School would have the power or obligation to indemnify such person against such liability under this Article.

CERTIFICATE OF BYLAWS I certify that I am the initial agent of Kootenai Classical Academy, Inc., an Idaho Nonprofit Corporation, and that the foregoing Bylaws, constitute the Bylaws of such corporation.

IN WITNESS WHEREOF, I have signed my name to this Certificate

As of this 17th day of April, 2021.

By: Edward Kaitz

Dr. Edward Kaitz, President of the Governing Board, Kootenai Classical Academy, Inc.

Attest: Rachel Kaitz

Dr. Rachel Kaitz, Secretary of the Governing Board, Kootenai Classical Academy, Inc.

The undersigned Secretary of Kootenai Classical Academy, Inc. hereby attests that the foregoing By-Laws represent a true and correct copy of the By-Laws adopted by the Kootenai Classical Academy, Inc. Governing Board at a duly noticed meeting.

Rachel Kaitz

Dr. Rachel Kaitz, Secretary

STATE OF IDAHO

COUNTY OF Kootenai

The Foregoing instrument was acknowledged before me this April 17, 2021 by

Edward Kaitz

Dr. Edward Kaitz, President of the Governing Board, Kootenai Classical Academy, Inc.

Marcel LeBlanc

Capt. Marcel LeBlanc, Vice President of Governing Board, Kootenai Classical Academy, Inc.

KOOTENAI CLASSICAL ACADEMY April 17, 2021

Benjamin Kettle

Mr. Ben Kettle, Treasurer of the Governing Board, Kootenai Classical Academy, Inc.

Rachel Kaitz

Dr. Rachel Kaitz, Secretary of the Governing Board, Kootenai Classical Academy, Inc.

Renee Burgess

Mrs. Renee Burgess, Director of the Governing Board, Kootenai Classical Academy, Inc.

Michael P. Burgess

Mr. Michael Burgess, Director of the Governing Board, Kootenai Classical Academy, Inc.

Kirsten LeBlanc

Mrs. Kirsten LeBlanc, Director of the Governing Board, Kootenai Classical Academy, Inc.

Robby Miles

Mr. Robby Miles, Director of the Governing Board, Kootenai Classical Academy, Inc.

Michael Cook

Notary Public

Printed name: MICHAEL COOK

My Commission Expires:

4-8-25



Appendix C: Board of Directors & Petitioning Group

Edward Kaitz, Ph.D.

741 S. Fairmont Loop, Coeur d'Alene, Idaho 83814
208-699-7333, eekaitz@nic.edu

"I have to say I was taken aback at the skill and mastery with which he orchestrated content and student understanding of very complex materials and ideas. It was apparent from the opening moments of the course that Ed teaches using the Socratic method. I don't know that I have ever, in almost thirty years in education, witnessed such a skillful and seamless application of inquiry teaching."

Carol Lindzey, Former Chair,
Social Sciences Division, NIC

"I'd like to compliment the good professor for his ability to present and defend each philosophy as a truth unto itself. And his genuine passion for the subject that came across so well in his lectures. I can say with all honesty that I am a more complete person in December than I was in August."

NIC Student Fall 2012,
Introduction to Philosophy

"[He is committed] to the rigors of philosophical study, not as a purely academic discipline, but...as part of a more universal quest for wisdom. I have heard him praised by the very brightest students for the energetic way in which he...furthered growth in thinking..."

Profile

Successful and engaging college philosophy & humanities professor with over twenty years of national and international teaching experience. Experience developing course improvements in humanities programs across the curriculum. Strong background in the history of western and eastern philosophy and literature, as well as in the broad range of philosophical investigation, including ethics, politics, human nature, logic, and economics. Extensive experience working with diverse groups of people in academic, corporate and cross-cultural environments.

Education**Ph.D. Philosophy and Religion**

California Institute of Integral Studies, San Francisco, CA (2008)

Dissertation Topic: "The Virtue of Courage in Confucius and Mencius: With Comparisons to Hindu and Classical Greek Philosophies" Ph.D. Advisor: Dr. Yi Wu

M.A. Philosophy

(summa cum laude, and with distinction)
University of Colorado, Boulder, CO. 1993

Thesis Topic: "The Search for Gotthold Lessing"

B.A. Political Science/ Russian

(magna cum laude)
University of California, Berkeley, CA. 1983

Language Study

University of California, Berkeley: Russian, Classical Chinese.
Monterey Institute of International Studies: Russian Language.

Teaching Experience

My goal as a teacher has always been to make the classroom experience an adventure in ideas that is inspirational, challenging, and exciting for the students. Creating passion for the great ideas from all parts of the world helps students to meet and surpass the very highest standards as well as helps to stimulate a lifelong journey of self-discovery.

Teaching Positions:

- Philosophy Instructor (Tenured):**

North Idaho College, Coeur d'Alene, Idaho. 2007 - Current. **Courses Taught:** Introduction to Philosophy, Asian Philosophy, Political and Social Philosophy, Physical and Virtual Realities, Logic, History of Ancient Philosophy, History of Modern Philosophy.

Erasmio Leira, Ph.D., Professor
of Theology, USF

*"It is a rare, and extremely special
occurrence, when something as simple
as a required Ethics class can change
someone's views on life. [You] possess
the ability to encourage without
judgment or injection...of personal
beliefs."*

USF Student
Fall 2006, Ethics

*"...by far I have learned more in your
class than I have my entire life...it
definitely shows you love what you do."*

USF Student
Fall 2006, Ethics

*"Your profundity and ability to induce
wonder and curiosity is quite
remarkable...you are able to
reintroduce a sense of play and
excitement in the realm of
philosophy..."*

USF Student,
USF Great Books Program
Spring 2001, Ancient Philosophy

*"Edward Kaitz set himself apart with
his passion, teaching style and
knowledge...His expertise, personality
and overall course structure, gave me a
passion for Asian Philosophy that has
extended far beyond the classroom"*

USF student, Asian Philosophy,
Summer 2006

- **Adjunct Professor of Philosophy/Humanities:**
University of San Francisco Department of Philosophy,
1998 to 2007, San Francisco, CA Courses Taught:
Asian Philosophy, Ethics, Great Philosophical Questions,
Metaphysics, and Philosophy of the Human Person.

University of San Francisco, St. Ignatius Institute Great
Books Program. 2000 to 2002, San Francisco, CA
Courses Taught: Ancient Philosophy, Classical Cultures
of Asia and the Middle East, Expository Writing, Logic.

- **Philosophy Instructor.** Skyline Community College.
2001 to 2007, San Bruno, CA
Courses Taught: Asian Philosophy, World Religions,
Introduction to Philosophy, History of Western
Philosophy, Ethics, Critical Thinking.
- **Philosophy Instructor.** Notre Dame de Namur
University. 2006 to 2007, Belmont, CA
Courses Taught: Social and Political Philosophy, Ancient
Philosophy, Introduction to Philosophy, Moral Problems.
- **Philosophy Instructor:** Canada College, Fall 2006.
Redwood City, CA. Courses Taught: Introduction to
Philosophy.
- **Philosophy Instructor:** Front Range Community College,
Boulder, CO. 1995-1996 Courses Taught: Introduction
to Philosophy.
- **Economics/English Instructor.** Institute for
International Relations. 1994. Hanoi, Vietnam
Courses Taught: Lecturer in English and Economics for
Vietnamese diplomats in a program sponsored by the
Ford Foundation and the Economics Institute of
Boulder, Colorado.
- **Expository Writing Instructor.** University of Colorado,
Boulder, CO. 1991-1995
Courses Taught: Expository Writing Instructor for
minority students accepted provisionally through a
University bridge program.
- **Teaching Assistant.** Department of Political Science,
University of Colorado,
Boulder, CO. 1983-1985
Courses TA'd: American Political Systems,
Comparative Politics.

"He is an intelligent, incredibly hardworking, enthusiastic, and authentic man. He is able to teach almost all of the Liberal Arts and is a respected and revered teacher. I can think of only two or three teachers who have his ability to communicate the truth to students and have them respond with such loyalty to both him and his teaching."

John Galtea, Former President, Campion College, San Francisco

"I would like to formally thank you for teaching this class. In the beginning I was well on guard against subjective opinions, inclinations of any kind, or any kind of attacks on others' beliefs. I am extremely happy and GRATEFUL that you taught this class in a balanced, fair, and engaging way. I thoroughly enjoyed this class and just thought I would let you know that you opened my mind to thinking in new ways."

NIC student 2012
Introduction to Philosophy

"Thank you very much for your time, wisdom, and enthusiasm. I can honestly say that you have single handedly renewed my interest for academics and I won't forget the experiences in your classes."

NIC Student 2011, Capitalism in Western Thought

Academic & Cultural Endeavors

Exhibit and Fundraising Co-coordinator: William Joiner Center for the Study of War and Social Consequences, University of Massachusetts, Boston. 1997.

- Provided the Vietnamese paintings that were exhibited at the Brush Gallery in Lowell in September 1997 and at the gallery at Suffolk University in June 1997.

Diplomatic Escort/Translator: Ford Foundation/ Economics Institute, Boulder, CO. 1996.

- Led Vietnamese academic delegation on a study tour of curriculum programs at Bentley College; University of Massachusetts, Boston; Northeastern University; Harvard University; Georgetown University; University of Colorado, Boulder; San Francisco State University and the University of California, Berkeley.
- Facilitated meetings with top professors, deans, university presidents and the Vietnamese delegation at the various schools.
- Arranged guided tours and accompanied delegation in meetings with senior officials at the Federal Reserve Bank of Boston and at World Bank offices in Washington D.C.

NW Philosophy Conference, 2015: Served as Conference Co-coordinator for the 67th annual Northwest Philosophy Conference on October 9/10. Duties included organizing all aspects of conference preparation (meals, keynote speaker, hotels, transportation, reading scholarly papers and organizing speaker sessions, funding, programs, scheduling, etc.) The conference attracted about 100 scholars from the U.S. and abroad.

NW Philosophy Conference, 2015: North Idaho College. Presented a paper in Ethics entitled: "Epictetus and Embroidered Slippers: The Place of Luxury in Moral, Social, and Political Life."

NW Philosophy Conference, 2014: Central Washington University. Served as Session Chair for "Social and Political Philosophy" presentations. I also presented a paper entitled "Gandhi's Conservatism."

NW Philosophy Conference, 2013: Pacific University, Oregon. Served as Session Chair for "Social and Political Philosophy" presentations. I also presented a paper on conceptions of despotism in Tocqueville and Plato.

Book Review: American Philosophical Association
Reviewed "The Beautiful Risk of Education" by education philosopher Gert Biesta for the 2014 publication of "Teaching Philosophy" – an APA scholarly journal.

"I also just wanted to let you know how much I have enjoyed your classes this last school year, they've been my favorite. I think you have done an exceptional job teaching them. I really appreciate how you really looked at each perspective equally, without revealing any bias's of your own."

NIC student, 2011.

"The instructor's knowledge of the subject matter seemed nearly limitless.

He never shied from answering questions or going deeper into the subject to illustrate a point.

His methods were concise and illuminating, displaying a great desire for the student to critically understand the material. Out of the classes I have taken at NIC I consider this one to be absolutely invaluable to my pursuit of knowledge and greatly responsible for instilling a thirst for truth in me. I believe every student should take this class."

NIC student evaluation for course in Political Philosophy, Fall 2013

"Ed was one of my best teachers yet in college. He makes me want to succeed."

CU Boulder Expository Writing student evaluation, Spring 1996

American Indian Advisory Committee: North Idaho College. Committee member dedicated to the academic success of our many American Indian students here in N. Idaho.

NIC Philosophy Club Advisor: Advisor for NIC's Philosophy Club. Responsibilities include giving lectures, advising philosophy majors, sponsoring and organizing events, and most importantly helping our students with conference paper presentations at the annual NW Undergraduate Philosophy Conference at Pacific University in Oregon. The NIC Philosophy Club has won the campus wide "Club of the Year" award for the past three years.

FET Evaluator: Faculty evaluator for NIC tenure candidates.

Corporate and Other Related Experience

From the plant floor to the football field, I managed teams of diverse personalities which taught me skills I now use in the classroom. The capacity to simplify, organize and present ideas in an engaging, efficient way, to moderate and lead discussions and to motivate and focus others in a common purpose, are key abilities I've adapted from my experiences in the private sector for the betterment of my teaching and scholarly pursuits.

Plant Management Experience:

- **Plant Manager.** Cohan Seafood. 1997 to 1999, Pier 33, San Francisco, CA
- **Quality Control/HACCP Director.** H & N Seafood. 1999 to 2000, San Francisco, CA
- **Plant Manager.** Premier Roasters. 2000 to 2001, San Francisco, CA

Other Relevant Experience:

- **Translator/Interpreter.** Dr. Michael Robicheaux. 1987 – 1990. Bayou LaFourche, LA. Liaison and translator for Vietnamese refugees seeking medical attention.
- **Commercial Fisherman.** Louisiana Longline, Inc. 1987 to 1990. Bayou LaFourche, LA. Worked as a longline fisherman on the Vietnamese longline boats in the Gulf of Mexico.
- **Football Coach (Defensive Coordinator).** Aptos High School. Summer/Fall 1983. Aptos, CA.
- **CDA Junior Tackle Football – head coach.** Coeur d'Alene, Idaho. Fall 2014, Fall 2015, Fall 2016, Fall 2017
- **CDA Little League Baseball – head coach.** Coeur d'Alene, Idaho. Spring 2015

"Ed Kaitz has been the most effective writing instructor I have encountered at CU after having three writing courses. I've learned a lot in this class because

Ed went out of his way to help students learn and understand the process of writing well. He made himself readily available and cares a lot about his students and the quality of their writing."

CU Boulder Expository Writing student evaluation, Fall 1995

"I really enjoyed having this instructor because his teaching methods were effective and he was an interesting person as a whole - he was always on a positive perspective in any way possible."

CU Boulder Expository Writing student evaluation, Spring 1995

"Ed has to be one of the best teachers that I've had so far during my college career."

CU Boulder Expository Writing student evaluation, Spring 1996

"He's an excellent T.A. He tries hard and wants us to learn. I was never into Poli Sci until I had him as a teacher."

CU Boulder Comparative Politics student evaluation, Fall 1985

- CDA Buzzsaw Youth Wrestling – assistant coach.
Coeur d'Alene, Idaho. Spring 2018

Languages

It has been years but I am still somewhat proficient in spoken and written Vietnamese and written classical Chinese. I can still read and understand some Russian.

References:

Mr. Ted Tedmon

Associate Professor of Business, North Idaho College
Coeur d'Alene, Idaho
(208) 769-3260
rtedmon@nic.edu

Dr. Raymond Dennehy

Professor Emeritus of Philosophy
University of San Francisco
San Francisco, CA
(415) 722-7745
dennehyr@usfca.edu

Mr. Brad Schell

Entrepreneur, Inventor of "Sketchup" 3D modeling program
1815 Mapleton Ave
Boulder, CO 80304
(303) 444-8889
itswindy@gmail.com

Jean Marcel LeBlanc

1200 Turbine Drive
Sandpoint, Idaho 83864

Office: 208.920.2852
m.leblanc@daher.com

Mobile: 757.816.6749

Director of Engineering • Program Manager • Chief Test Pilot

- Charged with the leadership of Kodiak Aircraft Company's multi-disciplined team of aviation professionals who design and support the world's most capable and reliable aircraft of its kind.
- Responsible for the execution of Kodiak Aircraft Company's strategic development programs.
- Plans, conducts, and reports on all development flight test for Kodiak Aircraft Company.

Professional Strengths:

- Leadership
- Strategic Planning
- Program Management
- Operations
- Risk Mitigation
- Matrix Organizations
- Aircraft Systems Development
- Aircraft Test
- Process Development

Education:

- Diploma, Naval War College (Executive Leadership School), College of Distance Education – 2007
- Master of Science (with Honors), Systems Engineering, Johns Hopkins University – 2002
- Bachelor of Science (with Merit), Marine Engineering, US Naval Academy - 1992

Special Training:

- FAA Designated Engineering Representative, Test Pilot – (In-work, expected completion 2021)
- UNC Keenan-Flagler Business School, Understanding Government-Industry Relationship
- US Defense Acquisition University, Program Management, Level III
- US Naval Postgraduate School, Aviation Safety Officer (Accident Investigation & Analysis)
- US Naval Test Pilot School, Graduate, Class 117

Special Skills:

- Engineering Test Pilot (Kodiak Aircraft Company); Production Test Pilot (Kodiak Aircraft Company); Air Transport Pilot (US FAA); Test Pilot (US Navy)
- Public Speaking
- Public Presentation
- Written communication
- Organizational development

Professional Associations:

- Society of Experimental Test Pilots (International)
- Tailhook Association (US Navy)
- Aircraft Owners and Pilots Association (US)

Awards:

- Legion of Merit; Meritorious Service Medal; Bronze Star (US Navy)
- Naval Air Force Atlantic Fleet Attack Pilot of the Year (US Navy)
- Test Pilot of the Year (VX-23, US Navy)

Ben Kettle

2970 North Stagecoach Dr.
Post Falls, ID 83854

Cell: (208) 819-1984

Email: brikettle@gmail.com

Skills/Strengths: Fund accounting - Risk Management - Leadership - Collaboration - Public Speaking

Relevant Experience:

Staff Accountant - WJC Financial

- Prepare Tribal governments for Single Audits
- Financial statement and Schedule of Expenditures of Federal Awards (SEFA) preparation
- Evaluation of processes and internal controls
- Face-to-face client interaction
- General ledger maintenance, journal entry processing, and reconciliation preparation
- Analyze, interpret, and review balance sheet and financial reports

Audit and Tax Intern - Harris CPA's

- Audited 401k's, 403b's, colleges and private companies
- Prepared taxes for individuals, non-profits, and private companies
- Composed blog entries and educational literature

Portfolio Manager, Funded Trader, Financial Analyst - Barker Capital Management

- Managed \$600,000 endowment fund via futures, options, and equities
- Sector lead for Consumer Discretionary, Financials, High Dividend, Precious Metals, and Technology divisions
- Prepared individual trade and portfolio-wide risk management strategies
- Created, analyzed, executed, and managed complex derivative strategies

Education:

Master of Accountancy
Graduated December 2019
University of Idaho, Moscow, Idaho

Bachelor of Science, Accounting
Graduated December 2018
University of Idaho, Moscow, Idaho

Associate of Science, Business Administration
Graduated August 2017
North Idaho College, Coeur d'Alene, Idaho

Awards/Honors/Interests:

- President of Beta Alpha Psi
- Portfolio Manager of Barker Capital Management Group
- Funded Trader for Barker Capital Management Group
- Magna Cum Laude from University of Idaho
- Dean's list student every semester of academic career
- Member of Phi Theta Kappa

Rachel Elizabeth Kaitz, DBA

741 Fairmont Loop, Coeur d'Alene, ID 83814 • 208-699-7339 • kaitzfam@yahoo.com

Profile

"Rachel is an outstanding faculty member and colleague. She has been a key contributor in creating a better learning and working climate for students. Her frequent participation and strong support of the College, the Division, and the community have led to program improvement and greater recognition of LCSC. Our reputation has been significantly enhanced due to her high level of commitment."

Tenure recommendation excerpt, Individual Tenure and Promotion Committee, LCSC

"I would like particularly to emphasize [Rachel's] contributions to professional accreditation through LACBE and her collegiality, a proactive quality that helps foster positive relationships between programs and between Lewiston and Coeur d'Alene."

Mary Flores, Dean for Academic Programs, LCSC

"Rachel has demonstrated genuine kindness and caring for each individual student. I think that it is hard to find a person more dedicated to ensuring the success of their pupils in any profession. Rachel is the type of instructor that students don't want to disappoint and are willing to put forth extra effort to meet her expectations."

Warrior Service Award, LCSC

Successful and engaging university marketing instructor with 26 years national and international teaching experience. Strong background in marketing theory, advertising, consumer behavior, integrated marketing communication, International Business and consumer research. Experienced working with diverse groups of people in academic, corporate and cross-cultural environments.

Education

D.B.A. Emphasis: Marketing

Golden Gate University, San Francisco, CA. 2005

Dissertation Topic: Credit Confusion: How much do consumers really understand and benefit from Truth-in-Lending disclosures?

M.B.A. Emphasis: Marketing

University of Colorado, Boulder, CO. 1992

MBA association member, American Marketing Association

A.B.J. Major: Public Relations/Advertising Minor: Business

University of Georgia, Athens, GA. 1990

University of California, Berkeley, Organizational Behavior (graduate transfer) course. Summer 1991

Academic Memberships and Conferences

Professional memberships

Sigma Beta Delta society of the Association of College Honor Societies (faculty advisor and chapter President), International Accreditation Council for Business Education, Regional Secretary (current) President (2014-2015), Vice President (2013-2014), National Foundation for Consumer Credit - Certified Consumer Credit Counselor (1996-2001), National Association of Mortgage Brokers (1994-1996)

Professional meetings & conferences attended

IACBE National or Regional Conferences, 2012-2019 (Regional Conference Organizer 2013 and 2014). Various AMA Virtual Conferences: Digital Marketing October 2-3, 2018, The Year Ahead in Marketing January 29-30, 2019, Design Thinking April 23-24, 2019, Lewiston or Coeur d'Alene Advisory Board Meetings 2010-present. Cd'A Think Big

"Rachel is a passionate, enthusiastic presence in the classroom. She provides consistent, professional examples and implements interactive application exercises and field assignments."

Rachel's engaging style encourages students to relate theories and concepts to relevant, real world experiences in their daily lives."

Delta Heath-Simpson, Ph.D.
LCSC Professor and past Chair,

"Thank you so much for serving on my promotion committee...It is a true pleasure to know you and to work with you. I continually admire your experience, wisdom & servant's heart"

Jenny Scott, LCSC Colleague
January 2019

"Thank you for making my time at LCSC and as President of the BSO such a great experience. I have learned and grown so much and truly consider it to be one of the best things I've ever done. I wouldn't have done half of it without your help and support. You make the business program GREAT at LCSC-CdA."

Kenny Dodge, BSO President
LCSC-CdA, 2016

"Very prepared, extremely good examples. Obviously loves the topic and is up to date on current info. Always hearing out class opinion. Seems interested in individuals and diversity. The most passionate teacher at GGU."

Course Evaluations
Introduction to Marketing
Fall 2002

Festival August 24-25, 2018. Project Management Workshop - Fred Pryor Seminars May 10, 2016. Northwest Philosophy Conference 2015 & 2016. University of Idaho Women's Leadership Conference: The Power of We March 25, 2015. Small Business Development Center Leadership Conference: Beyond You 2014. National Foundation for Consumer Credit (Annual Conference 1996-2001), National Association of Mortgage Brokers Annual Conference (1994-1995)

Papers presented

"Exploding the Comfort Zone: Using the Socratic Method in the Business Classroom to Improve Critical Thinking Skills for Distance Learners" Accepted for presentation at the 2017 Region 7 IACBE Conference in Kellogg, ID

"Graduating Pink Unicorns and Purple Squirrels" Accepted for presentation with colleagues at the 2013 Region 7 IACBE Conference in Coeur d'Alene, ID

"Operational Assessment" Accepted for presentation at the 2013 Region 7 IACBE Conference in Coeur d'Alene, ID

"Truth in Lending Disclosures: Realities of Consumer Impact and Implications for Public Policy," Accepted for presentation at the Marketing Science Conference, June 2006.

Teaching Experience

My real passion as a marketing instructor is to help students make connections between their everyday lives and experiences, and between the formal and informal theories of marketing, psychology, and economics that drive consumer culture. I want students to finish my classes with a greater awareness of their roles as consumers and with a practical understanding of the components that make up the fields of promotion and communication. I benefited tremendously as a teacher from early exposure to a Bay Area student body that originated from every corner of the globe as well as from the community resources that allowed for visits to premier advertising agencies, consumer research and focus group organizations, and to a host of distinguished guest speakers who were frequent contributors to my in person courses. My own international experience and work in a variety of fields also helps me to relate well to a wide range of students.

Teaching Positions

- **Professor of Business:**

Lewis Clark State College, Coeur d'Alene, ID, 2019 to present. Committee Memberships: Capstone Committee, Marketing Committee, Strategic Marketing Committee Professional Memberships: 2020 Regional

"[Rachel] once again proved through her planning, preparation, classroom presence, organization, methodology, approach, interactions with students, application of content, etc. that her performance is a deserved 5 (model) in all areas being rated. Rachel continues to expertly cover textbook content, involve students in interactive exercises and provide constructive feedback and encouragement along the way. Her presence, touch of humor, voice inflection, energy, affability and teaching approach garner evident student engagement and respect."

LCSC Peer Evaluation
Prof. Debbie Goodwin
Sept 2017, Senior Capstone

"..You always do work the agency can be proud of and you convey the best possible image of our organization to the community and our clients. I especially appreciate your ability to accept constant change and pressure with a sense of humor & team spirit."

Monica Steinisch,
Marketing Director
and co-founder,
BALANCE

"Your presentation on the evening of October 27 was outstanding. Lots of information, some humor, and best of all was the good information you provided. Several employees have passed on their compliments regarding your presentation skills, and just what a terrific speaker you were, keeping the attention of the audience. We were really pleased with this first workshop...and look forward to more of them."

Donald Martin
Collection Manager

Vice President, International Accreditation Council for Business Education 2019 Regional Secretary, International Accreditation Council for Business Education. Other duties: Faculty co-advisor: Business Student Organization – CDA, Chapter President, Sigma Beta Delta Honor Society, Student Academic Advising, Golf Tournament, Career Fair & Career Discovery Night steering committees.

• **Associate Professor of Business:**

Lewis Clark State College, Coeur d'Alene, ID, 2014 to 2019. Committee Memberships: Faculty Senate, Communication, Capstone Committee, Marketing Committee, Hiring and tenure committees for CDA faculty and staff, Library Director and Division Chair. Professional Memberships: American Marketing Association (chapter advisor), 2014-15 Regional President, International Accreditation Council for Business Education. Other duties: Faculty co-advisor: Business Student Organization – CDA, Faculty co-advisor Sigma Beta Delta Honor Society, Student Academic Advising, Golf Tournament, Career Fair & Career Discovery Night steering committees. LCSC Warrior Service Award recipient. Quality Matters Certified. Teaching & Learning Center Advisory Board.

• **Assistant Professor of Business:**

Lewis Clark State College, Coeur d'Alene, ID, 2010 to 2014. Committee Memberships: Grievance, Student Affairs, Faculty Senate. Professional Memberships: Regional Vice President, International Accreditation Council for Business Education. Other duties: Faculty advisor: Business Student Organization – CDA, Student Academic Advising, Golf Tournament and Meet the Firms steering committees. Four time LCSC Warrior Service Award recipient.

• **Visiting Assistant Professor:**

Lewis Clark State College, Coeur d'Alene, ID, 2009 to 2010. Courses Taught: Consumer Behavior, Leadership, International Business. Responsible for all course design and execution in both online (Blackboard), intensive and standard formats.

• **Adjunct Faculty/ Business Instructor:**

North Idaho College, Coeur d'Alene, ID, 2008 to 2009. Courses Taught: Principles of Marketing, Introduction to Business and Microeconomics. Experience teaching via interactive video conference. Responsible for all course design and execution. Presented a Financial Fitness seminar to the faculty and staff of North Idaho College in January, 2009.

Santa Clara County Federal
Credit Union

"Rachel is an excellent communicator...She expresses herself clearly and always in a positive manner. She is very flexible and can switch gears quickly and smoothly, enabling her department to successfully meet the needs of current and potential clients. Whatever the organization's needs, Rachel welcomes new challenges and dives right in whenever there is something to be done."
Performance review,
BALANCE, 2001

- **Adjunct Faculty/Marketing Instructor:**
Golden Gate University, San Francisco, CA, 1997 to 2009. Courses Taught: Introduction to Advertising, Integrated Marketing Communications, Copywriting, Introduction to Marketing, and Consumer Behavior. Experienced teaching both graduate and undergraduate level courses in cyber (e-college), web-enhanced, and in-person formats. Responsible for course design and execution for all classes in all modes.
- **Economics/English Instructor.** National Economics Institute. 1993. Hanoi, Vietnam Lecturer in English and Economics for Vietnamese Professionals in a program sponsored by the Ford Foundation and the Economics Institute of Boulder, Colorado.

Corporate and Other Related Experience

Relevant corporate experience in the advertising and public relations fields includes both large and small organizations, consumer research and familiarity with a variety of media. In the private sector, I sold, designed and pitched print advertising, created publicity for radio station programming and events, and for financial services as an add-on to employee benefit packages. At various times, I have secured grant funding and created publicity and advertising for college promotion and local events such as the annual LCSC "Alumni and Friends Golf Scramble" and our "Career Discovery Night" event for Coeur d'Alene business majors.

Relevant Professional Experience

- **Owner.** Bluefin Investments, LLC. San Francisco, CA. 2005-2007. Investment and property management company handling residential and commercial holdings in four states. CA Corporation dissolved upon move to ID.
- **Independent Research Consultant.** Providian Financial Corporation. 2001 - 2002. San Francisco, CA. Hired to study effects of truth in lending disclosures on consumers' awareness of credit terms.
- **Program/Account Manager.** Balance (a division of Consumer Credit Counseling Service serving Employee Assistance Programs, Credit Unions and Banks), 1998 - 2002. San Francisco, CA. Responsible for all contracts, utilization reports and invoicing. Extensive public speaking, media relations, database development and counselor training nationwide.
- **Financial Counselor.** Balance/Consumer Credit Counseling Service. 1996-1997. San Francisco, CA. Assisted clients with money management issues including budgeting, debt reduction, housing education, bankruptcy, foreclosure prevention and financial crisis management. Conducted presentations and workshops on homebuying programs, credit management, and basic budgeting skills.

- **Mortgage Broker.** Cornerstone Mortgage Corporation. 1994 – 1996. Boulder, CO. Originated over \$11 Million in conventional, FHA and VA mortgages. Member: Colorado Association of Mortgage Brokers/National Association of Mortgage Brokers
- **Interim Business Manager.** CadZooks, Inc. 1994. Boulder, CO. Designed and implemented a comprehensive marketing program for a CAD based software product, worked with partners to determine pricing policy and create the annual budget, redesigned software documentation and converted it to an on-line help directory, automated the company accounting/payroll system. This company was ultimately sold to Autodesk.
- **Property Manager.** Cook Business Properties. 1990 – 1991. Denver, CO. Leased residential property, arranged maintenance and repair work, supervised tenants and managed the rent collection process.
- **Public Relations Director.** WUOG 90.5FM. 1990. Athens, GA. Managed a 5 person staff, negotiated and administered a \$7,000 budget, designed and implemented all station related promotional activities, coordinated an extensive listenership survey.
- **Radio Producer/DJ:** The Spoken Word. WUOG 90.5FM. 1988 – 1989. Athens, GA. Produced a weekly hour-long radio program featuring my interviews of local writers. Hosted an hour long jazz show each week.
- **Advertising Sales.** Macon Telegraph and News. Summer 1989. Macon, Georgia. Commended for selling over \$30,000 in advertising in three months, designed layouts, developed new accounts and serviced existing accounts.

Outside References:

- Dr. Luther Maddy, Chair of Business, Lewis Clark State College, Lewiston, ID (208) 792-2702
- Mr. Casey Wilhelm, Business Administration Instructor, Business and Professional Programs, North Idaho College, Coeur d'Alene, ID. (208) 769-3262
- Ms. Monica Steinisch, Freelance marketing consultant, 469 28th Street, San Francisco, CA. (Former employer, Balance/CCCS) (415) 648-4046

Renee S. Burgess

Post Falls, ID 83854

Home: (208) 773-3572 Cell: (208) 262-6729 Email: reneebur@gmail.com

SUMMARY OF QUALIFICATIONS:

Education: Bachelor of Science-Business Administration/Managerial Accounting

Experience: Accounting, human resource management, payroll, education administration, office manager, executive secretary, legal assistant, financial services.

Skills: Proficient in Word, Excel, Access, PowerPoint, Publisher, Adobe Acrobat/JavaScript, Skyward School Management Software, QuickBooks Accounting Software.

WORK EXPERIENCE:**Senior Human Resource Specialist**

Post Falls School District, Post Falls, Idaho: 2018-Present.

- Direct/perform a broad range of human resource functions: employee records management, benefits administration, fingerprinting/background checks, and employee leave administration, including PTO, sick leave bank and FMLA leave.
- Maintain legal compliance for all aspects of employment and benefits administration.
- Coordinate onboarding of all new employees and substitutes, act as main point of contact for employee questions and concerns.
- Calculate wages for employee position changes and terminations; coordinate with payroll department regarding employee wage or position changes, terminations and new hires.
- Assist the director of business services with salary schedules/employee compensation, applicant interviews and various employee communications.
- Craft employee benefit and information presentations; coordinate yearly employee benefit fair and new employee breakfasts.
- Develop/maintain district human resources website.

Accounting Specialist/Medicaid Program Specialist

Post Falls School District, Post Falls, Idaho: 2013-2018.

Concurrent Accounting Specialist and Medicaid Program Specialist positions

Accounting:

- Process accounts payable: 400 to 750 invoices totaling six to seven figures each month.
- Manage vendor relations; provide timely and accurate processing of invoices, purchase orders, payments, credit memos, and expense reports.
- Oversee 1099 reporting; maintain contractor liability insurance compliance.
- Complete driver's education program reports and reimbursement requests.
- Maintain compliance with District, GAAP, and GASB accounting standards.
- Assist with audits for accounts payable and transportation departments.

Medicaid Program:

- Design, implement and manage school-based Medicaid program, including development of service detail report forms, tracking system for provider qualifications, and accounting/billing system to ensure that claims are complete, accurate, and paid as submitted.
- Provide guidance and problem-solving strategies for teachers, therapists and other district and contracted providers to ensure regulatory compliance for Idaho Medicaid program.

Renee S. Burgess

Page 2

Office Manager, Full-Charge Bookkeeper, Payroll/Human Resources

Saint Dominic School, Post Falls, Idaho: 1994-2012.

- Manage payroll and human resource functions including compensation and benefits, teacher contracts, criminal history checks, and worker's compensation claims.
- Provide complete accounting services for private K-12 school including accounts payable/receivable, general ledger, and fixed asset tracking.
- Complete full financial statements including depreciation schedules; W-2, 1099, and donor contribution reporting; manage year-end audits.
- Coordinate business oversight and accounting during multiple construction projects culminating in multi-million dollar campus; including construction payroll and sub-contractor management.
- Assist with school licensing, student/teacher immigration compliance, and various legal issues.
- Coordinate extensive fundraising campaigns.
- Direct part-time office workers and volunteers.

Financial Services: 10+ years in the banking industry: accounting, operations oversight, employee training and customer service.

EDUCATION:

Bachelor of Science, Business Administration/Managerial Accounting, May 2018.

Minor: Human Resource Management.

Lewis-Clark State College. Coeur d'Alene, Idaho.

GPA: 3.97/4.0

Honors: *summa cum laude*, Provost Award, Outstanding Student of the Year 2017/2018
Business Division, Presidential Honors, Ambassador Honor Society

Associate of Arts, Liberal Arts, May 2017.

Lewis-Clark State College. Coeur d'Alene, Idaho.

GPA: 4.0/4.0

Honors: Presidential Honors

Associate of Science, Business Administration, May 2016.

North Idaho College. Coeur d'Alene, Idaho.

GPA: 4.0/4.0

Honors: Phi Theta Kappa Honor Society, Dean's List

VOLUNTEER EXPERIENCE:

- Board Member/Director: Kootenai Classical Academy
- Board Secretary/Treasurer: Sunrise Terrace II Homeowners Association
- Board Secretary/Treasurer: Immaculate Conception Chapel
- LCSC Business Student Organization; Phi Theta Kappa and LCSC Ambassador Honor Societies
- AARP Volunteer Tax Preparation Aide
- Spokane Youth Symphony/4-H Youth Group volunteer

MICHAEL BURGESS

PHONE: (208) 773-3572 • EMAIL: SITIENTES@GMAIL.COM
2083 N WESTWIND DRIVE • POST FALLS, ID 83854

SUMMARY

Machinist with 40 years experience in machining primarily for the Semiconductor industry. Dedicated husband and father. Leadership experience with multiple volunteer organizations, non-profit boards, and local, regional and state political organizations.

EXPERIENCE

1997 – Present Honeywell Electronic Materials Spokane, WA

Machinist

- NC Programmer/Operator, Precious Metals Machinist. Numerous safety and process improvement awards, “Bravo” awards.
- Honeywell Closed Door Machining Team: eliminated handwork and chip tending with innovative programming.
- Five years Safety committee representative, WIP Wipe Out Team Leader & Presenter. (Local and Regional People’s Choice Awards)

1993 – 1997 Wilson Tool Company Spokane, WA

Machinist

- Utilized various CNC and Hydraulic Chuckers to machine parts utilized in fueling nuclear reactors, cement testing gauges, and various other applications.
- 1981 – 1993 SemiTool Inc Kalispell, MT
- *Machinist/CNCL Programmer/Operator*
- Programed and operated CNC Double Turret Lathe, NC Mills, and manual lathes to machine parts using specialty materials for equipment used in the computer chip manufacturing industry.
- 1973 – 1981 Various Kalispell, MT; Missoula, Mt
- *Exploration, Surveying, Machine Operator, Construction*
- John Mansville Company, Exploration: Assistant to Project Manager, Land Surveying, Sample and Data Collection
- Konshur Custom Milling: Machine Operator
- Bob Stoltz Enterprises: Cement Construction Crew Chief

EDUCATION

1975 – 1978	University of Montana	Missoula, MT
<i>Geology</i>		
1973 – 1975	Flathead Valley Community College	Kalispell, MT
<i>General Studies, Science</i>		
1969 – 1973	Flathead High School	Kalispell, MT
	Gonzaga Preparatory	Spokane, WA

LEADERSHIP

- State Central Committee, Idaho GOP: 2018-Present

Chairman: Legislative District 3, Idaho GOP: 2018-Present

- Region One Central Committee: 2018-Present
- KCRCC Executive Committee: 2018-Present
- Precinct Committeeman: Idaho GOP Kootenai County Precinct 28 2014-Present (second largest)
- Budget Committee Member: Kootenai County GOP 2018-2019
- Chairman: Kootenai County Legislative Committee 2017-2019
- Vice-Chairman: Legislative District 3, Idaho GOP 2014-2018
- Convention Delegate: Idaho State GOP 2014, 2016, 2018, 2020
- Board President: Sunrise Terrace II Homeowners Association, (~32 homes) Kalispell MT (two years)
- Board Vice-President: Sunrise Terrace II Homeowners Association Kalispell MT (one year)
- Board President: Immaculate Conception Chapel, Kalispell, MT
- Conservation Instructor Training, Philmont Scout Ranch

VOLUNTEER WORK

- Board Secretary: Holy Name Society, Immaculate Conception Church, Post Falls, ID (five years)
- Assistant Scout Master, Co-Founder: Catholic Scouts of America
- Schola Cantorum Mens Chant and Polyphonic Choir: Immaculate Conception Church
- Volunteer Security Detail: Spokane Youth Symphony
- Volunteer Instructor: International Bowhunting Instruction Course for the State of Montana (five years)
- Head Coach, SemiTool Softball Team (one year)
- Assistant Coach, SemiTool Softball Team (two years)



Kirsten LeBlanc

Experience

2005–Present
Home Educator • L'Ecole Classique

2017–2019
Director • Sandpoint North Classical Conversations

2013–2016
Director • Lexington Park Classical Conversations

2012–2013
Tutor • Huntingtown Classical Conversations

1997–1999
English Teacher • Mayport Middle School

Began teaching career as an English teacher at Mayport Middle School (a public school in Mayport, Florida). Began home-educating children in 2005. Transitioned to teaching classical education in co-op setting beginning in 2012. Advanced to directing various Classical Conversations campuses. Directing included hiring and training staff, budgeting, purchasing supplies, and equipping and supporting parents.

Education

University of North Florida, Jacksonville, Florida

- Bachelor of Arts in Communication
- Florida-Certified Secondary School Teacher (lapsed)

Communication

Prepared seminars for prospective parents. Trained tutors and parents in home-education, including classical model.

Leadership

Directed various Classical Conversations campuses. Started the Lexington Park Classical Conversations campus, still flourishing in its eighth year of ca.

References

Available Upon Request

 PO Box 1684
Sandpoint, ID 83864

 757-831-2529

 kirsten@sabreas.com

Robert D. Miles

2017 N Syringa Drive, Coeur d'Alene, ID 83814
208-818-6426
miles.robby@gmail.com

Qualifications & Skills

- * Building strong relationships with students to establish a trusting classroom community and inspiring student confidence and self-worth.
- * Emphasizing technology integration with current and evolving classroom instructional techniques including: blogs, interactive whiteboards, mobile apps, cooperative video editing, collaborative documents, and web 2.0 tools.
- * Creative in adapting lessons to meet the needs of students with diverse learning abilities and students from diverse cultural backgrounds.

Professional Experience

- AP Social Studies Instructor:** Coeur d'Alene Charter Academy 2012-2019
- * Work within the AP curriculum to support students achievement of a college level understanding in various content areas through rigorous course study. Highest student AP Government pass rate of 90%, with an average pass rate of 72%
 - * Emphasize Project Based Learning and "real world" experiences through student use of technology, scenario based decision making, and collaborative exercises
 - * Created an open system of communication through parental contact via email, phone, and classroom website to encourage parental involvement

Courses Taught

- ✓ AP US Government
- ✓ College Prep Ancient History
- ✓ Civics
- ✓ Eastern Hemisphere Geography

Additional Activities/Responsibilities

- * Model United Nations Advisor, One 1st Place & Five 2nd Place Trophies 2014-2019
- * Head Track Coach 2013

AP Social Studies Instructor/Department Chairman: Stevensville High School, Stevensville, Montana 2009-2012

- * Co-taught/developed an integrated curriculum for AP US History & AP English Language to enhance student knowledge across the curriculum
- * Encouraged student use of historical reasoning, critical thinking, and research skills to construct personal meaning through written and oral presentations
- * Conducted Action Research and applied research based teaching methods to reach students in the most appropriate manner

Courses Taught

- ✓ AP US Government
- ✓ AP American Studies (AP US History & AP Eng. Language)
- ✓ AP World History
- ✓ American Government
- ✓ World Cultures & Geography
- ✓ Montana State History
- ✓ Junior English
- ✓ Freshman English

Robert D. Miles 2

Education	Additional Activities/Responsibilities	
	• Assistant Speech & Debate Coach	2011-2012
	• Stevensville Morning Tutor	2011-2012
	• Key Club & National Honors Society Adviser	2011-2012
	• Montana Digital Academy Adviser	2010-2011
	• Assistant Track Coach	2009-2011
	Student Teaching	2008- 2009
	• Ferris High School, Spokane Public Schools, Spokane, Washington, AP World History (10th), Honors World History (9th), Current World Affairs (12th)	
	Multicultural Field Experience: Coeur d' Alene Tribal School (Kindergarten-Eighth grade), Desmet, Idaho	January 2009
	• Implemented culturally responsive and age-appropriate pedagogical strategies.	
	Master of Arts in Teaching , Whitworth University, Spokane, Washington. <i>Pi Lambda Theta International Honor Society and Professional Association in Education</i>	July 2009
	Bachelor of Arts in History , Eastern Washington University, Cheney, Washington. Minor: Religious Studies <i>Magna Cum Laude, GPA: 3.7</i> <i>Outstanding History Student Award; top 10% of department</i>	June 2007
	Associate of Arts , North Idaho College, Coeur d' Alene, Idaho. <i>GPA: 3.6</i> <i>Phi Theta Kappa International Honors Society</i>	May 2005
	Professional Development	
	• US District Court of Montana Judicial Institute	April 2012
	• Ravalli County Curriculum Consortium Contributor	August 2011
	• Teaching American History Summer History Consortium ✓ <u>Winner of Top 10 Project Based Learning Lessons for the Consortium</u>	July 2010
	• Montana Behavioral Initiative Training	June 2010
	• Advanced Placement US Government and Politics Training	2009 & 2018
	Professional Memberships	
	• ASCD	2008-2013
	• Phi Delta Kappa	2009-Present
	• Pi Lambda Theta	2009-Present
Certification	Idaho Education Credential , Renewed 2017	
	Endorsements: Social Studies (5-12) History (5-12)	
	Content Assessment: Social Studies: Content Knowledge, Praxis II Test # 0081, January 2008	
	Accredited Interscholastic Coach: National Federation of State High School Associations, Track & Field, April 2013	

Robert D. Miles 3

Additional
Experiences

- | | |
|---|-------------|
| ✓ Montana Army National Guard, Quartermaster Executive Officer, 1Lieutenant | 2011-2019 |
| ✓ Stevensville High School Teacher Technology Trainer | August 2011 |
| ✓ Stevensville High School Morning Tutorial Teacher | 2011-2012 |

Petitioning Group:

Eric and Scott are members of our petitioning group. Eric is considered a Founding Member and has been instrumental in our property search, curriculum evaluation, school marketing and outreach. Scott has been instrumental in translation and in outreach to underserved populations in Kootenai County.

Eric Mack:

Associated Professor of Mathematics, North Idaho College, Coeur d'Alene, Idaho. Eric has been studying and teaching mathematics for more than eighteen years. He has been creating interactive models to engage students at a deeper level than mere book exercises for most of that time. He is deeply interested in reviving the ancient and medieval Quadrivium as a vibrant pre-philosophical/interdisciplinary approach to learning mathematics socratically. For four years, he has taught courses titled The Mathematics and Aesthetics of Musical Tuning. He has taught at the University of Idaho, Yakima Valley Community College, and at North Idaho College.

Scott Estes:

Associate Professor of Spanish at North Idaho College in Coeur d'Alene. Scott received his B.A. degree in Spanish and ESL from Eastern Washington University in Cheney, WA. Scott went on to finish his M.A. degree in Teaching at Salem State University in Salem, MA. Scott has been very generous with his time in helping KCA with its Hispanic outreach goals.

Appendix D: Organizational Chart and School Administration

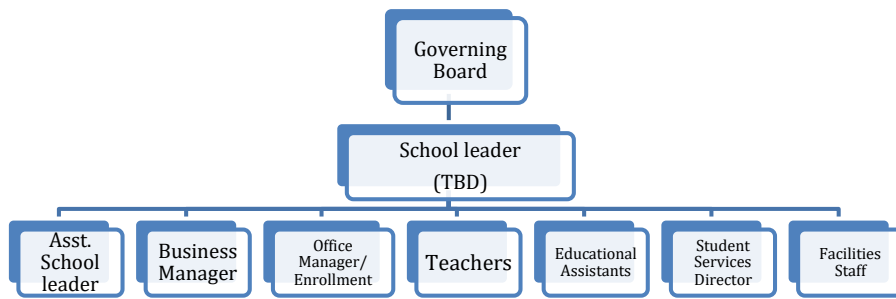


Figure 1845: School Administration and Organizational Chart

Appendix E: Educational Service Provider

September 11, 2020

Kootenai Classical Academy
Attn: Dr. Edward Kaitz
741 South Fairmont Loop
Coeur d'Alene, ID 83814

Re: Letter of Intent Regarding Kootenai Classical Academy and BCSI

Dear Dr. Edward Kaitz,

This Letter of Intent (the "Letter") summarizes the principal terms and conditions that shall govern the relationship between Hillsdale College and its Barney Charter School Initiative (collectively, "BCSI") and Kootenai Classical Academy ("Institution"), in connection with BCSI's evaluation of Institution's school, for a potential affiliation between the two parties (the "Application Evaluation Process"). Both Institution and BCSI are referenced herein individually, as a "party" and collectively, as the "parties."

In consideration of Institution having submitted an Application to Commence a Relationship with the Barney Charter School Initiative (the "Application") to BCSI and BCSI's review of the Application in connection with the Application Evaluation Process, the parties intending to be legally bound agree as follows:

1. Term. The Term of this Letter shall commence on the date of this Letter (the "Effective Date") and shall continue until the earlier of: (a) twelve (12) months after the Effective Date, or (b) the date on which Institution officially employs a headmaster, principal, or a similar position having responsibility for managing daily operations at the school ("Head of School"); provided however, that upon request by Institution, BCSI shall have the option, in its sole and absolute discretion, to extend the Term of this Letter, in writing, and for such additional periods of time as BCSI deems appropriate (the "Term")

2. Requirements of Institution.

a. *Phase I Gateways* – By the end of the first six (6) months after the Effective Date or fifteen (15) months prior to the anticipated commencement of the Institution's school's first academic year, whichever comes sooner, and as a condition of receiving BCSI's ongoing support as outlined in Section 3, Institution, including those involved in its founding and creation of the school (the "Group"), shall complete all of the Phase I tasks in Exhibit A to this Letter, which is attached hereto and incorporated herein.

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b. *Phase II Gateways* – By no later than the end of the first twelve (12) months after the Effective Date or twelve (12) months prior to the anticipated commencement of the Institution's school's first academic year, whichever comes sooner, and as a condition of receiving BCSI's consideration for acceptance into BCSI's certification program, Institution and Group, as applicable shall complete all the Phase II tasks in Exhibit A to this Letter.

c. *Cooperation with BCSI* – In connection with the Application Evaluation Process and during the Term of this Letter, Institution shall make the appropriate persons available, upon request by BCSI, to address any questions, participate in any interviews, and to meet during any BCSI site visits to Institution's site for the school, as may be reasonably requested by BCSI representatives. Institution acknowledges and agrees that all information and statements provided to BCSI in accordance with this Letter shall be current, complete, and accurate and that Institution will promptly inform BCSI of any material changes to any information provided or statements as part of the Application Evaluation Process.

d. *Diligence Concerning Authorizer Requests* – During the Term of this Letter, Institution shall act diligently to ensure timely responses to questions and requests for information from the applicable state authorizer for the school to ensure the best chance towards the school opening under the time frames contemplated under this Letter.

e. *BCSI's Right to Delay and Require a Remediation Plan* – Under circumstances where, in BCSI's sole discretion, Institution is not reasonably accomplishing the tasks within the time limits set forth in Sections 2(a) or (b), BCSI shall have the option to (i) recommend that Institution delay their opening and operation of the school for an additional year, or (ii) require Institution to create and submit a remediation plan to BCSI regarding how Institution proposes to accomplish the delinquent tasks. Where the Institution agrees to delay the opening, the terms and conditions of any subsequent agreement or renewal regarding the terms of support will be addressed by a separate document or letter of understanding. In the event that Institution repeatedly fails to accomplish the tasks within the time limits set forth in Sections 2(a) or 2(b), or a remediation plan, BCSI shall have the right to call Institution in material breach and to terminate this Letter without any additional obligation to Institution and School.

3. *BCSI's Support Services*. During the Term of this Letter, BCSI shall provide Institution with the following assistance services as it relates to the school (collectively, the "Services"):

a. *Access to Licensed Training Materials* – BCSI shall provide Institution with a limited License, as set forth in Section 5 of this Letter, for temporary access to certain materials and curricula for classical charter school education grades K-12, including, without limitation, a Scope and sequence guide, exemplar materials, a program guide for each grade of K-12 and associated bill of materials, and other materials which BCSI, at its sole discretion, may provide (collectively, the "Licensed Training Materials") for use at the school especially in its initial start-up efforts and charter authorization application, if applicable. For the avoidance of doubt, the Licensed Training Materials under this Letter does not include access to or copies of any auxiliary materials or resources and other copyrighted material or trade secrets that might be referenced in or that may accompany either the program guide or bill of materials otherwise

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reserved for fully licensed users under the terms and conditions of a separate Curriculum Support Agreement.

b. *Information and Guidance Concerning Certain School Documents* – BCSI shall provide Institution with assistance, including information and guidance, concerning the creation of Institution's bylaws, completing and filing IRS Form 1023 to obtain 501(c)(3) status for school, and in connection with Institution's application to the applicable state authorizer for the school.

c. *Vetting Head of School Candidates* – BCSI shall provide its assistance to Institution as part of the hiring process for the Head of School, which shall include interviewing candidates being considered for hire by Institution and providing the school's governing board (if different from Institution) with a recommendation regarding the hire of the position. Institution's decision on a Head of School has a direct impact on BCSI's future relationship and affiliation with Institution and the school.

d. INSTITUTION ACKNOWLEDGES AND AGREES THAT THE LICENSED TRAINING MATERIALS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS", WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. BCSI HAS DUTY TO INDEMNIFY INSTITUTION AND/OR SCHOOL HEREUNDER.

4. Publicity. For the duration of this Agreement, Institution may represent to third parties, in connection with the completion of the Institution's charter for the school and in communications with the applicable state authorizer, that Institution has executed a Letter of Intent to explore an affiliation with Hillsdale College's Barney Charter School Initiative. Institution shall not have any other right to use the names or logos of Hillsdale College or BCSI. Upon expiration or termination of this Letter, Institution's rights under this Section 4 shall also immediately terminate and Institution shall not use BCSI or Hillsdale College's name in any manner, except as may be mutually agreed upon by the parties in writing.

5. License to Access Licensed Works; Ownership. Subject to the terms and conditions of this Letter, BCSI hereby grants to Institution for limited use at the one school contemplated herein, a non-exclusive, nontransferable, revocable license and right to use, access, and reproduce the Licensed Training Materials on the approved mediums for strictly educational and non-commercial purposes and strictly within the Institution contemplated by this Letter for the purposes of its completion of the Application Evaluation Process. The Licensed Training Materials and all related content created, purchased or otherwise belonging to or provided by BCSI are the sole and exclusive property of BCSI, and are protected by this Letter, as well as various state, federal and foreign intellectual property rights, including copyright laws and international copyright treaties and trademark laws. Institution may not download, transmit, copy, store, publish or distribute the Licensed Training Materials in any form or by any means,

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to any other entity, organization or school. By agreeing to the terms and conditions of this Letter, Institution shall not become the owner of the Licensed Training Materials but is entitled to use the Licensed Training Materials for educational and non-commercial means as specifically permitted according to the terms of this Letter. Institution may not alter or attempt to alter or modify any part of the Licensed Training Materials or the information contained therein. Institution agrees that they may not remove any BCSI credit or attribution, including attribution to any BCSI or other authors. Institution may not provide supplemental materials to the Licensed Training Materials without language making clear that such material is not part of the original Licensed Training Materials supplied by BCSI.

6. Confidentiality.

a. *Licensed Training Materials* – Institution acknowledges that the Licensed Training Materials and their contents are confidential and proprietary to BCSI, that the information contained therein is of significant value, and that its unlawful copying and/or disclosure to others may cause irreparable harm to BCSI. BCSI designates and protects its Licensed Training Materials, curricula and other trade secrets as confidential and proprietary. Institution shall not disseminate these confidential and proprietary materials to any individual or entity without the express written permission of BCSI. BCSI has and will continue to take appropriate measures and actions to prevent these confidential and proprietary materials from becoming available to persons other than those approved by BCSI to have access to such materials. Except as specifically provided herein, Institution hereby agrees and covenants that, during and after the Term, Institution will maintain confidentiality of such materials and will not, directly or indirectly, in one or a series of transactions, disclose to any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society, trust or other entity (each a “Person”) outside of Institution organization for the school, or use or otherwise exploit the Licensed Training Materials for Institution’s own benefit or for the benefit of any Person other than members of Institution’s organization for the school.

b. *Letter and Other BCSI Confidential Information* – During the Term of this Letter, Institution acknowledges that BCSI may disclose or otherwise provide Institution with access to confidential information, including, without limitation, (i) the terms and conditions of this Letter, any exhibits or attachments thereto, (ii) any document BCSI marks as “Confidential” at the time of disclosure whether orally or in writing, (iii) BCSI certification criteria, and (iii) any other nonpublic, sensitive information that BCSI discloses to Institution (each and collectively, “Confidential Information”). Confidential Information shall not include information that (i) is in Institution’s possession at the time of disclosure, (ii) is independently developed by Institution without use of or reference to Confidential Information, (iii) becomes known publicly, before or after disclosure, other than as a result of an act, omission or breach by Institution, or (iv) is approved in writing by BCSI for Institution to disclose. For the avoidance of doubt, Institution may disclose the terms and conditions of this Letter to its state authorizer without being in violation of this confidentiality provision. In each case in which Institution argues that one of the foregoing exceptions to Confidential Information applies, Institution shall have the burden of proof to establish such exception. For the duration of this Letter, Institution shall not disclose any Confidential Information to any board member, Group member, employee, agent, or representative of Institution or the school unless such person has a need to know such

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information in connection with a party's obligation under this Letter and it advises the party that such information is confidential, and Institution shall not disclose any Confidential Information to any other party without BCSI's prior written consent. Institution shall protect Confidential Information utilizing the same degree of care it uses to protect its own information of a confidential nature, but no less than a reasonable amount of care. Institution shall immediately notify BCSI in the event of any misuse or misappropriation of Confidential Information. Notwithstanding the foregoing, Institution may disclose Confidential Information as required by law, provided however, to the extent not prohibited by applicable law, it shall provide BCSI with prompt notice of the legal demand for disclosure and cooperate with BCSI in any effort by BCSI to obtain a protective order or to otherwise contest such disclosure, at BCSI's expense. At the conclusion of this Letter, Institution shall return or destroy, at BCSI's option, all Confidential Information and the Licensed Training Materials, and provide certification of the same.

7. Governing Law. This Letter shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule.

8. Miscellaneous. This Letter may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. The headings of the various sections of the Letter have been inserted for reference only and shall not be deemed to be part of this Letter.

9. No Additional Obligations. Each party hereto acknowledges that it is a separate entity and that nothing contained in this Letter shall be deemed to create a joint venture, partnership or any other relationship or require any party to enter into a subsequent transaction.

10. Assignment. The parties may not assign or transfer their obligations under this Letter.

11. Severability. If any provision of this Letter is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

IN WITNESS WHEREOF, the parties hereto accept and agree to be legally bound by the terms and conditions set forth above and have caused their respective duly authorized representatives to execute this Letter as of the Effective Date.

<p><i>Kootenai Classical Academy</i> KOOTENAI CLASSICAL ACADEMY By: <u><i>Edward Kartz</i></u> Print Name: <u>Edward Kartz</u> Title: <u>Board Chair, KCA</u></p>	<p><i>Barney Charter School Foundation</i> KOOTENAI CLASSICAL ACADEMY By: <u><i>Richard P. Pewe Jr.</i></u> Print Name: <u>Richard P. Pewe Jr.</u> Title: <u>VP/CAO</u></p>
--	--

Exhibit A
Timeline for Phases and Gateways

The Phase I tasks listed below include some tasks which Institution is expected to have already completed prior to the Effective Date. To the extent this is not the case, an Institution is expected to work more efficiently and diligently during Phase I to catch-up with other schools under consideration by BCSI for acceptance into the certification program.

Phase	Task	Date of Completion
Phase I	Establish and hold regular Group meetings during each month of this Agreement to address matters related to the school, including the creation of temporary committees and the assignment of responsibilities.	Ongoing
Phase I	Complete a draft of the bylaws for the school, which shall reflect consideration of the BCSI model	
Phase I	Complete and file IRS Form 1023 to establish federal nonprofit status as a 501(c)(3)	
Phase I	As part of its charter application, prepare an education plan, which shall include: <ul style="list-style-type: none"> • a research base for curriculum and performance of similar schools, • a basic explanation of curriculum and instruction, • elementary and middle school schedules, • high school course plan and graduation requirements, • measurable goals and testing, • support for special student populations, and • any necessary curricular alignment documents; 	
Phase I	Prepare the job description for the Head of School	
Phase I	Establish an executive-search process for Head of School, which shall include BCSI in the review process of candidates.	
Phase I	Identify, vet, compare, and engage any management or service providers	

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	who will be named in the charter application	
Phase I	Submit fully-completed authorizer application to BCSI at least 30 days before due date to authorizer.	
Phase I	Write and approve a transition plan from now through opening, including identifying any new board members	
Phase I	Determine and approve school opening size and a growth plan for the school	
Phase I	Identify at least one viable school site in the school's geographic area, including expected development costs, timeline, and contractors (facility costs should not exceed 18% of anticipated revenue);	
Phase I	Develop a basic finance plan to cover year-zero, startup, and building/remodeling costs for the school	
Phase I	Identify, vet, compare, and engage charter school legal counsel	
Phase I	Develop a budget, which at a minimum should include year-zero through operational year three finances and should include two enrollment scenarios (e.g. 90% and 75% of full-enrollment)	
Phase I	Develop a fundraising plan based on the finance plan and budget	
Phase I	Create the school name, mission statement, and school virtues	
Phase I	Submit fully-completed authorizer application to authorizer.	
Phase I	As possible, meet with authorizer representatives, relevant political officials, and/or members of the local school board to build support for the school's application;	
Phase I	Start to build a network of support and interest through community events and social networks	
Phase I	Create a school logo and a basic brochure for the school;	
Phase I	Establish a system for building an	

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	interest list, including emails	
Phase I	Adapt public relations roadmap into a specific plan for school	
Phase I	Assign public relations and marketing responsibilities;	
Phase I	Create and manage a Facebook page (which can be private at this juncture);	
Phase I	Create a newsletter template.	
Phase I	Purchase an online domain name for the school and start working on a brochure website;	
Phase I	Determine lottery and enrollment process specifics, including any enrollment preferences, which should include, where possible, a preference for transfers from other BCSI-selected schools	
Phase I	Begin work on board policies, including a conflict of interest policy	
Phase I/II, as necessary for charter application	Prepare a first draft of the Student/Family Handbook	
Phase I/II, as necessary for charter application	Prepare a first draft of the Staff/Faculty Handbook	
Phase	Task	Date of Completion
Phase II	Respond to any questions or feedback from authorizer	
Phase II	Prepare for the capacity interview with the school's authorizer, which shall include expecting questions about all of the following: <ul style="list-style-type: none"> • management and/or school leadership, • performance of similar schools and research base for school's academic program, • support for student sub-populations, • support for students with special needs, disabilities, and language barriers, • business plan and budget, and • facilities and financing 	
Phase II	Continue to build the school's network of support and interest through social media networks, community events, and begin to	

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	develop a potential enrollment list.	
Phase II	Develop additional informational brochures and related materials about the school;	
Phase II	Begin executive search process for the Head of School	Head of school already secured.
Phase II	Send Head of School Candidates to BCSI for review	
Phase II	Identify other viable school sites, compare these sites to the original site as it relates to size, cost, growth, amenities, and financing options	
Phase II	Identify, vet and compare available financing options (as necessary)	
Phase II	Prepare grant applications (as appropriate)	
Phase II	Meet necessary fundraising goals to begin funding year-zero (the first year immediately prior to the First Year of Operations).	
Phase II	Hire Head of School	Head of school already secured.



August 12, 2021

KCA Board of Directors
c/o Dr. Edward Kaiz, Board Chair
741 South Fairmont Loop
Coeur d'Alene, ID 83814

Dear Kootenai Classical Academy Board of Directors,

We have appreciated our frequent communication with your board as recent circumstances have required changes to your charter application, timeline, and school leadership. Changes of this nature can often destabilize a school founding effort, and we are encouraged to see that your board is unified and adapting its plans accordingly. In acknowledgement of your commitments, both to us and to the success of your school founding project, this letter is intended to serve as notice that Hillsdale College's K-12 Education Department, including its Barney Charter School Initiative, intends to continue assisting your efforts towards becoming a Hillsdale Member School and receiving the associated benefits.

As stipulated in our September 2020 Letter of Intent, we will continue tracking your progress on several important milestones, though now with a projected school opening in fall 2023. Of particular importance is KCA's selection of a school leader, a decision which will be essential to the success of your overall project. As described in that letter and in our communication with your board, the Hillsdale K-12 Education Department expects to participate in that process by evaluating your preferred candidates against our experience and expertise. We look forward to supporting you in this candidate search and, pending its satisfactory completion, continuing to support KCA towards becoming a Hillsdale Member School.

We wish you all success as you resubmit your charter application to the Idaho Charter Commission.

Sincerely,

Kathleen O'Toole, Ph.D.
Assistant Provost for K-12 Education, Hillsdale College

hillsdale.edu

33 E. College St., Hillsdale, MI 49242

(517) 437-7341 • (517) 437-3923 fax

Appendix F: Supporting Documentation

F.1 Letters to District Superintendents

Post Falls School District 273

Superintendent Dena Naccarato: dnaccarato@sd273.com

11 August 2021

Dear Superintendent Naccarato:

Greetings. As per Idaho Statute 33-5205b, attached you will find a petition as currently drafted for a charter school that may draw students from your district. More specifically, we are attaching a copy of the petition, a copy of our proposed budget, and a copy of board governance bylaws. The school's plan is to open in the Fall semester of 2023. The founders of the school are seeking an authorizer. We are planning for the location of the school to be in Kootenai County, most likely in the general Post Falls area. If invited, we should be happy to attend a district board of trustees meeting to answer any questions you or the board may have. Please contact me at the e-mail address listed below. Thank you for your attention to this matter.

Regards,

Ed Kaitz

Ed Kaitz, Ph.D.

Founding Board Chair

info@kootenaiclassical.org

Kootenai School District 274

Mr. Wade Pilloud Superintendent, wpilloud@sd274.com

11 August 2021

Dear Mr. Pilloud:

Greetings. As per Idaho Statute 33-5205b, attached you will find a petition as currently drafted for a charter school that may draw students from your district. More specifically, we are attaching a copy of the petition, a copy of our proposed budget, and a copy of board governance bylaws. The school's plan is to open in the Fall semester of 2023. The founders of the school are seeking an authorizer. We are planning for the location of the school to be in Kootenai County, most likely in the general Post Falls area. If invited, we should be happy to attend a district board of trustees meeting to answer any questions you or the board may have. Please contact me at the e-mail address listed below. Thank you for your attention to this matter.

Regards,

Ed Kaitz

Ed Kaitz, Ph.D.

Founding Board Chair

info@kootenaiclassical.org

Coeur d'Alene School District 271

Dr. Shon Hocker, Superintendent

Phone: 208-664-8241 | Email: shon.hocker@cdaschools.org

11 August 2021

Dear Dr. Hocker:

Greetings. As per Idaho Statute 33-5205b, attached you will find a petition as currently drafted for a charter school that may draw students from your district. More specifically, we are attaching a copy of the petition, a copy of our proposed budget, and a copy of board governance bylaws. The school's plan is to open in the Fall semester of 2023. The founders of the school are seeking an authorizer. We are planning for the location of the school to be in Kootenai County, most likely in the general Post Falls area. If invited, we should be happy to attend a district board of trustees meeting to answer any questions you or the board may have. Please contact me at the e-mail address listed below. Thank you for your attention to this matter.

Regards,

Ed Kaitz

Ed Kaitz, Ph.D.

Founding Board Chair

info@kootenaiclassical.org

Lakeland Joint School District 272

Dr. Becky Meyer, Superintendent: becky.meyer@lakeland272.org

11 August 2021

Dear Dr. Meyer:

Greetings. As per Idaho Statute 33-5205b, attached you will find a petition as currently drafted for a charter school that may draw students from your district. More specifically, we are attaching a copy of the petition, a copy of our proposed budget, and a copy of board governance bylaws. The school's plan is to open in the Fall semester of 2023. The founders of the school are seeking an authorizer. We are planning for the location of the school to be in Kootenai County, most likely in the general Post Falls area. If invited, we should be happy to attend a district board of trustees meeting to answer any questions you or the board may have. Please contact me at the e-mail address listed below. Thank you for your attention to this matter.

Regards,

Ed Kaitz

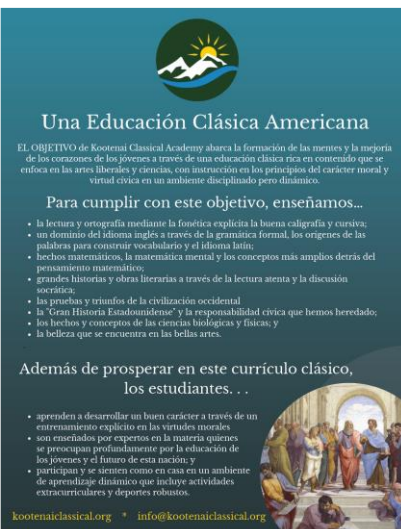
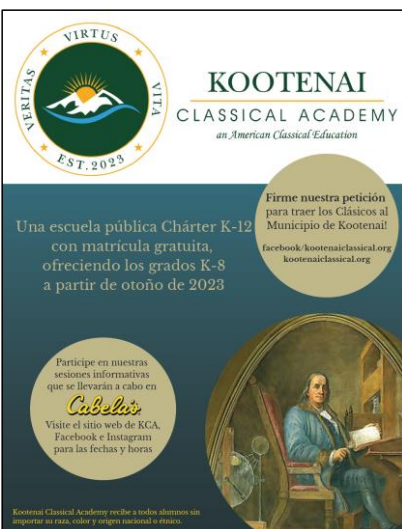
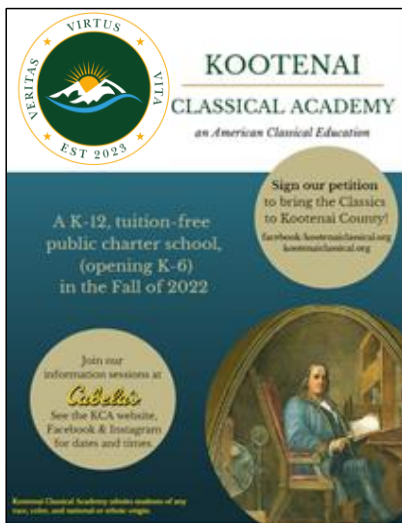
Ed Kaitz, Ph.D.


Founding Board Chair

info@kootenaiclassical.org

F.2 Flyers, Website and Promotional Materials

(English and Spanish Language Versions)





KOOTENAI
CLASSICAL ACADEMY

About Our Board Governance RCA Updates Contact

THE CLASSICS ARE COMING

HELP US BRING THE CLASSICS TO KOOTENAI COUNTY IN 2022

[JOIN OUR NETWORK](#)

JOIN US FOR A MEET AND GREET!

JOIN US FOR A MEET AND GREET!

MEET OUR BOARD AND OTHER INTERESTED PARTIES! CHECK OUT UPDATED FOR MORE INFORMATION

[REGISTER HERE](#)

THE TARGET OF THIS WORK IS TO BRING THE CLASSICS TO KOOTENAI COUNTY

15430

LEARN MORE

OUR BOARD

The founding board of KCA is made up of eight members who live in the Coeur d'Alene area. Three of the board members are college graduates, one is a former school teacher, one is a former school administrator and the last two have school children in their homes. We all are deeply committed to the quality of education in Kootenai County.

[MEET THE BOARD](#)

NEXT STEPS

KCA will open in the fall semester of 2022. We are planning to open for grades 9-12, with a goal to add grades 6-8 over the next year. We are currently looking for a site in Kootenai County to allow us to bring the classics to Kootenai County. We are also looking for a site to house the school, and the necessary transportation, security and other facilities are in the works.

[NEXT STEPS](#)

OUR MISSION

Kootenai Classical Academy will be a public, open enrollment, charter school. KCA will follow an American classical liberal education model.



We will be the only school in Kootenai County to offer a classical liberal education. We will be the only school in Kootenai County to offer a classical liberal education. We will be the only school in Kootenai County to offer a classical liberal education.

Kootenai Classical Academy admits students of any race, color, and national origin in all its programs.

CHARTER NETWORK AFFILIATION

Kootenai Classical Academy has received a Letter of Intent to affiliate with the Kootenai Charter School Network.

Read more about the Kootenai Charter School Network here.



VENDOR APPLICATION FOR THE NORTH IDAHO STATE FAIR

Date: 4/29/21Name of Contact Person: Edward KaitzBusiness Name: Kootenai Classical AcademyMailing Address: P.O. Box 901 City: Post Falls State: ID Zip: 83877Business Phone: () Cell: 208 699 7333 Home: ()E-mail: info@kootenaiclassical.org Website: www.kootenaiclassical.orgReferences of fairs or similar events and the year(s) you have participated: Deborah Newton@cabela.comCabela's (Information Sessions) - Debi NewtonLincoln Day Dinner (CdA Resort) - Barbara Heddon or Beverly @ info@kootenaigap.org

List or attach a list of all products you plan to display or sell. Space may be assigned on the basis of this list. Please be specific. Any items in your space not authorized on your contract are subject to removal at the discretion of Management.

Our purpose is to raise awareness of our new classical charter school. We will be distributing flyers and giveaways and will raffle books.

Inside Space: _____ Outside Space: ☒

If you need more than 110 volt, 20 amp power, please state your electrical needs: _____ volts, _____ amps

PLEASE ATTACH DRAWING OR PHOTOGRAPH OF PLANNED BOOTH

We agree to abide by the rules and regulations stipulated in the actual contract, should space be available. By signature of this application, I hereby authorize Kootenai Fairgrounds to secure information concerning references listed.

Edward Kaitz
Signature


KCA Board Chair
Title

Note: This application is not an offer of space. Do not send any money. Applicant will be notified should space be available. The Kootenai County Fairgrounds does not offer exclusivity and reserves the right to assign space in accordance with other vendor products.



KOOTENAI
CLASSICAL ACADEMY
an American Classical Education

A tuition-free public charter school opening
for K-8 students in Fall 2023



SIGN OUR PETITION
and bring the Classics to Kootenai
County!
facebook.com/kootenaiclassical.org
kootenaiclassical.org

Kootenai Classical Academy admits students of any
race, color, and national or ethnic origin.

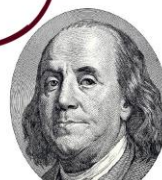
THE MISSION of Kootenai Classical Academy
is to train the minds and improve the hearts of
young people through a classical, content-rich
education in the liberal arts and sciences, with
instruction in the principles of moral character
and civic virtue in a disciplined, yet dynamic
environment.

To accomplish this mission, we teach ...

- reading and spelling through explicit phonics
- good penmanship and cursive
- a mastery of the English language through formal grammar, word origins to build vocabulary, and Latin
- math facts, mental math, and the larger concepts behind mathematical thinking
- great stories and works of literature through close reading and Socratic discussion
- the trials and triumphs of Western Civilization
- the "Great American Story" and the civic responsibility we have inherited
- the facts and concepts of the biological and physical sciences
- the Beauty found in the fine arts

In addition to thriving in this classical curriculum, students ...

- Learn to build good character through explicit training in the moral virtues
- are taught by subject-matter experts who care deeply about the education of young people and the future of this nation
- participate and feel at home in a dynamic, learning environment that includes robust extra-curricular activities and sports



kootenaiclassical.org • info@kootenaiclassical.org

F.3 List of Interested Families

Name (Redacted)	Most current Survey
Br***@****l.com	11/06/20
pr***@****e.com	11/06/20
Kp***@****l.com	11/06/20
do***@****c.com	03/11/21
br***@****l.com	11/06/20
er***@****l.com	05/05/21
me***@****l.com	11/12/20
Co***@****o.com	05/05/21
Bk***@****l.com	03/10/21
kk***@****l.com	11/14/20
ja***@****l.com	11/14/20
ja***@****l.com	11/14/20
kk***@****l.com	11/14/20
Te***@****l.com	03/12/21
Id***@****l.com	03/11/21
be***@****e.com	11/15/20
Da***@****e.com	05/06/21
Na***@****o.com	11/16/20
fs***@****l.com	11/16/20
Ja***@****l.com	11/14/20
sn***@****l.com	05/05/21
id***@****l.com	03/11/21
ja***@****l.com	11/14/20
de***@****an.io	11/18/20
Dj***@****l.com	03/11/21
ji***@****o.com	05/05/21
mj***@****o.com	11/19/20
je***@****o.com	05/05/21
Sh***@****o.com	11/19/20
fa***@****e.com	11/19/20
ka***@****l.com	11/19/20
Ve***@****l.com	05/05/21
an***@****l.com	05/04/21
hu***@****o.com	11/19/20

Name (Redacted)	Most current Survey
Lo***@****o.com	11/20/20
dk***@****l.com	05/05/21
Co***@****l.com	03/10/21
Em***@****l.com	11/20/20
To***@****l.com	05/05/21
mr***@****k.com	11/20/20
a ***@****o.com	03/11/21
Sh***@****l.com	11/20/20
de***@****l.com	11/21/20
rm***@****l.net	11/21/20
bl***@****o.com	11/21/20
mj***@****l.com	11/21/20
Al***@****o.com	11/21/20
na***@****l.com	05/05/21
je***@****l.com	05/05/21
ca***@****l.com	05/05/21
la***@****l.com	03/11/21
kr***@****l.com	02/10/21
Ag***@****l.com	05/05/21
7r***@****l.com	11/23/20
je***@****l.com	05/05/21
ch***@****s.com	11/24/20
id***@****l.com	03/11/21
co***@****o.com	05/05/21
gr***@****l.com	05/05/21
bj***@****l.com	05/05/21
ja***@****l.com	11/14/20
As***@****l.com	05/04/21
Ka***@****l.com	11/19/20
mg***@****e.com	12/01/20
el***@****o.com	12/01/20
Da***@****o.com	12/01/20
Ku***@****l.com	05/05/21
er***@****r.com	12/04/20
ro***@****l.com	12/07/20
ad***@****e.net	12/08/20
ra***@****l.com	05/05/21
mo***@****o.com	12/08/20
mc***@****l.com	05/05/21

Name (Redacted)	Most current Survey
al***@****o.com	11/21/20
ME***@****X.COM	12/08/20
pt***@****h.net	12/08/20
ch***@****o.com	03/11/21
Ch***@****l.com	05/05/21
kc***@****l.com	05/05/21
sj***@****l.com	03/11/21
Ca***@****l.com	05/05/21
jo***@****l.com	05/05/21
wh***@****l.com	05/05/21
ic***@****a.net	12/18/20
hj***@****n.com	12/19/20
cu***@****l.com	03/24/21
jl***@****l.com	11/29/20
ve***@****l.com	05/05/21
bc***@****l.com	01/02/21
Be***@****l.com	01/02/21
sa***@****l.com	01/06/21
Ti***@****l.com	03/10/21
pr***@****l.com	01/07/21
cl***@****d.com	03/11/21
da***@****i.com	01/08/21
Mr***@****l.com	05/05/21
na***@****l.com	05/05/21
Je***@****l.com	05/05/21
ro***@****l.com	12/07/20
ne***@****pm.me	01/28/21
Al***@****l.com	03/12/21
be***@****l.com	01/02/21
da***@****l.com	03/11/21
th***@****l.com	03/11/21
Th***@****l.com	03/11/21
Kr***@****l.com	02/10/21
lb***@****l.com	03/11/21
le***@****l.com	05/05/21
Mu***@****l.com	11/3/2021
sw***@****l.com	11/3/2021
jp***@****o.com	03/10/21
Ra***@****l.com	05/05/21

Name (Redacted)	Most current Survey
ea***@****e.com	11/3/2021
ni***@****o.com	02/12/21
ay***@****l.com	02/12/21
Jm***@****l.com	03/11/21
jo***@****d.com	05/05/21
ke***@****l.com	03/11/21
la***@****d.com	05/05/21
Th***@****l.com	03/11/21
La***@****l.com	03/11/21
Ma***@****l.com	05/05/21
la***@****d.com	05/05/21
Ti***@****l.com	03/10/21
Re***@****l.com	05/05/21
go***@****l.com	02/12/21
Re***@****o.com	02/12/21
to***@****l.com	05/05/21
je***@****n.com	03/11/21
lm***@****l.com	03/11/21
Mo***@****l.com	03/20/21
hl***@****l.com	11/3/2021
Bl***@****l.com	02/13/21
RM***@****k.com	03/16/21
lg***@****l.com	02/14/21
ma***@****l.com	05/05/21
gr***@****l.com	05/05/21
Jo***@****l.com	05/05/21
ru***@****l.com	02/14/21
tr***@****l.com	05/05/21
gr***@****l.com	05/05/21
lj***@****l.com	03/11/21
wh***@****l.com	05/05/21
ja***@****l.com	11/14/20
Al***@****l.com	03/12/21
hu***@****o.com	11/19/20
De***@****l.com	11/21/20
dg***@****l.com	02/17/21
am***@****lley	02/17/21
ma***@****l.com	05/05/21
bl***@****l.com	02/13/21

Name (Redacted)	Most current Survey
Su***@****l.com	02/18/21
ju***@****k.com	02/18/21
bo***@****l.com	03/11/21
ch***@****l.com	05/05/21
Ti***@****l.com	03/10/21
Je***@****l.com	05/05/21
Ni***@****l.com	02/20/21
st***@****o.com	05/05/21
Kg***@****e.com	02/20/21
er***@****l.com	05/05/21
La***@****o.com	02/20/21
Cl***@****l.com	02/20/21
ak***@****o.com	03/10/21
jo***@****l.com	05/05/21
De***@****l.com	11/21/20
Is***@****l.com	02/20/21
Gr***@****l.com	05/05/21
La***@****o.com	02/20/21
Me***@****o.com	05/05/21
Vo***@****o.com	05/05/21
au***@****l.com	02/20/21
Re***@****l.com	05/05/21
kc***@****l.com	05/05/21
Sh***@****d.com	02/20/21
me***@****o.com	05/05/21
jo***@****d.com	05/05/21
Je***@****l.com	05/05/21
nm***@****l.com	05/05/21
fd***@****l.com	02/21/21
bk***@****l.com	03/10/21
Le***@****l.com	05/05/21
do***@****l.com	02/25/21
k8***@****l.com	02/25/21
Je***@****l.com	05/05/21
ch***@****l.com	05/05/21
se***@****l.com	03/11/21
dr***@****l.com	03/11/21
Ca***@****l.com	05/05/21
ji***@****l.com	03/11/21

Name (Redacted)	Most current Survey
dm***@****l.com	05/05/21
Je***@****o.com	05/05/21
lj***@****l.com	03/11/21
la***@****l.com	03/11/21
Fa***@****l.com	03/02/21
wh***@****l.com	05/05/21
lo***@****l.com	03/02/21
bo***@****l.com	03/11/21
ke***@****l.com	03/11/21
ma***@****n.com	03/11/21
Ch***@****o.com	03/11/21
ad***@****l.com	03/05/21
an***@****l.com	05/04/21
ka***@****m.biz	03/07/21
Mo***@****l.com	03/20/21
mt***@****o.com	03/12/21
er***@****l.com	05/05/21
dg***@****l.com	02/17/21
sh***@****l.com	11/20/20
ba***@****l.com	03/13/21
lj***@****d.com	03/13/21
qa***@****l.com	03/14/21
Al***@****l.com	03/12/21
Mc***@****l.com	05/05/21
Al***@****l.com	03/12/21
Ka***@****l.com	11/19/20
La***@****l.com	03/11/21
No***@****l.com	03/16/21
nl***@****l.com	03/16/21
co***@****l.com	03/10/21
Ch***@****l.com	05/05/21
No***@****l.com	03/16/21
br***@****l.com	11/06/20
kr***@****l.com	02/10/21
nl***@****l.com	03/16/21
Co***@****o.com	05/05/21
sh***@****l.com	11/20/20
Ju***@****d.com	03/19/21
ka***@****o.com	03/10/21

Name (Redacted)	Most current Survey
ra***@****l.com	05/05/21
bj***@****c.com	03/21/21
km***@****l.com	03/21/21
sv***@****l.com	05/05/21
kj***@****l.com	03/22/21
co***@****l.com	03/10/21
sv***@****l.com	05/05/21
al***@****l.com	03/12/21
St***@****l.com	03/26/21
ch***@****l.com	05/05/21
re***@****l.com	05/05/21
fi***@****l.com	03/28/21
mj***@****n.com	03/29/21
am***@****l.com	03/30/21
dr***@****l.net	03/30/21
Ca***@****l.com	05/05/21
ma***@****l.com	05/05/21
Ho***@****o.com	04/10/21
ki***@****l.com	04/11/21
ma***@****l.com	05/05/21
ji***@****l.com	03/11/21
je***@****l.com	05/05/21
jc***@****l.com	05/05/21
cj***@****l.com	04/29/21
am***@****e.com	04/29/21
Ca***@****l.com	05/05/21
co***@****l.com	03/10/21
Ke***@****n.com	05/06/21
ln***@****l.com	05/06/21
Nb***@****l.com	11/3/2021
jb***@****s.org	11/3/2021
Ta***@****l.com	11/3/2021
tr***@****l.com	05/05/21
na***@****l.com	05/05/21
ma***@****t.com	11/3/2021
re***@****l.com	05/05/21
ct***@****l.com	03/11/21
Ca***@****l.com	05/05/21
to***@****l.com	05/05/21

Name (Redacted)	Most current Survey
kt***@****l.com	11/3/2021
su***@****o.com	11/3/2021
je***@****l.com	05/05/21
ca***@****d.net	11/3/2021
Ag***@****l.com	05/05/21
Ka***@****l.com	11/19/20
Ja***@****l.com	11/14/20
Nm***@****l.com	05/05/21
Ou***@****l.com	11/3/2021
Tm***@****o.com	11/3/2021
on***@****l.com	11/3/2021
Mj***@****l.com	11/21/20
pr***@****k.com	11/3/2021
br***@****l.com	11/06/20
je***@****l.com	05/05/21
Mc***@****l.com	05/05/21
Ke***@****n.com	05/06/21
ve***@****l.com	05/05/21
aa***@****y.com	11/3/2021
Re***@****l.com	05/05/21
ho***@****l.com	11/3/2021
wh***@****t.net	11/3/2021
de***@****l.com	11/21/20
Ha***@****l.com	11/3/2021
fi***@****l.com	03/28/21
ge***@****l.com	11/3/2021
ho***@****l.com	11/3/2021
Am***@****o.com	11/3/2021
Ji***@****l.com	03/11/21
mj***@****n.com	03/29/21
mc***@****o.com	11/3/2021
Ca***@****l.com	05/05/21
Lm***@****l.com	11/3/2021
ke***@****o.com	11/3/2021
Me***@****l.com	11/12/20
sh***@****o.com	11/19/20
Er***@****l.com	05/05/21
tr***@****l.com	05/05/21
Mi***@****e.com	11/3/2021

Name (Redacted)	Most current Survey
ta***@****l.com	11/3/2021
lj***@****l.com	03/11/21
br***@****l.com	11/06/20
An***@****m.net	11/3/2021
la***@****s.com	11/3/2021
eo***@****l.com	11/3/2021
lj***@****l.com	03/11/21
ma***@****e.com	11/3/2021
jo***@****o.com	05/05/21
ca***@****l.com	05/05/21
Nk***@****l.com	11/3/2021
k1***@****l.com	11/3/2021
sh***@****l.com	11/20/20
nm***@****l.com	05/05/21
Fi***@****l.com	03/28/21
de***@****l.com	11/21/20
id***@****l.com	03/11/21
jf***@****k.net	11/3/2021
Sh***@****l.com	11/20/20
Ni***@****k.com	11/3/2021
he***@****l.com	11/3/2021
he***@****l.com	11/3/2021
ju***@****l.com	11/3/2021
Ka***@****l.com	11/19/20
jo***@****l.com	05/05/21
br***@****l.com	11/06/20
ja***@****l.com	11/14/20
su***@****l.com	02/18/21
eg***@****l.com	11/3/2021
cr***@****l.com	11/3/2021
lo***@****o.com	11/20/20
kr***@****l.com	02/10/21
ds***@****o.com	11/3/2021
me***@****k.com	11/3/2021
an***@****o.com	11/3/2021
co***@****l.com	03/10/21
cr***@****l.com	11/3/2021
Ka***@****k.com	11/3/2021
du***@****c.edu	11/3/2021

Name (Redacted)	Most current Survey
@*	05/05/21
mt***@****o.com	03/12/21
@*	05/05/21
co***@****l.com	03/10/21
js***@****l.com	11/3/2021
ma***@****l.com	05/05/21
?***@****?	05/05/21
as***@****e.com	11/3/2021
je***@****l.com	05/05/21
pr***@****l.com	01/07/21
he***@****l.com	11/3/2021
tj***@****l.com	03/10/21
hm***@****o.com	11/3/2021
zh***@****e.com	11/3/2021
to***@****l.com	05/05/21
lu***@****c.edu	11/3/2021
@*	05/05/21
le***@****w.com	11/3/2021
ka***@****l.com	11/19/20
sn***@****l.com	05/05/21
bl***@****y.com	11/3/2021
ch***@****o.com	03/11/21
jm***@****l.com	03/11/21
k1***@****l.com	11/3/2021
sh***@****l.com	11/20/20
co***@****l.com	03/10/21
ja***@****l.com	11/14/20
de***@****o.com	11/3/2021
ke***@****l.com	03/11/21
tr***@****l.com	05/05/21
ni***@****l.com	02/20/21
pe***@****e.com	11/3/2021
dy***@****l.com	11/3/2021
cl***@****l.com	02/20/21
br***@****o.com	11/3/2021
de***@****l.com	11/21/20
jo***@****l.com	05/05/21
da***@****l.com	03/11/21
la***@****l.com	03/11/21

Name (Redacted)	Most current Survey
fo***@****o.com	11/3/2021
sh***@****l.com	11/20/20
ry***@****l.com	11/3/2021
cr***@****l.com	11/3/2021
ra***@****l.com	05/05/21
je***@****l.com	05/05/21
ic***@****o.com	11/3/2021
ac***@****l.com	11/3/2021
ro***@****l.com	12/07/20
ka***@****l.com	11/19/20
tj***@****k.com	11/3/2021
ma***@****t.com	11/3/2021
tj***@****l.com	03/10/21
ab***@****o.com	11/3/2021
ca***@****l.com	05/05/21
de***@****o.com	11/3/2021
k1***@****l.com	11/3/2021
ch***@****l.com	05/05/21
yo***@****l.com	11/3/2021
a.***@****l.com	11/3/2021
me***@****s.com	11/3/2021
mo***@****l.com	03/20/21
gr***@****l.com	05/05/21
mi***@****l.com	05/05/21
tj***@****l.com	03/10/21
em***@****o.com	11/3/2021
sa***@****l.com	01/06/21
jo***@****o.com	05/05/21
ga***@****l.com	11/3/2021
ga***@****l.com	11/3/2021
co***@****l.com	03/10/21
la***@****l.com	03/11/21
ma***@****l.com	05/05/21
yo***@****l.com	11/3/2021
ab***@****o.com	11/3/2021
sp***@****l.com	11/3/2021
fo***@****l.com	11/3/2021
by***@****l.com	11/3/2021
er***@****o.com	11/3/2021

Name (Redacted)	Most current Survey
or***@****l.com	11/3/2021
ca***@****l.com	05/05/21
an***@****l.com	05/04/21
kt***@****l.com	11/3/2021
jd***@****e.com	11/3/2021
kr***@****o.com	11/3/2021
s.***@****l.com	11/3/2021
ak***@****o.com	03/10/21
mj***@****l.com	11/21/20
cr***@****l.com	11/3/2021
mh***@****l.com	11/3/2021
ki***@****l.com	04/11/21
ma***@****l.com	05/05/21
js***@****l.com	11/3/2021
ma***@****l.com	05/05/21
je***@****s.com	11/3/2021
su***@****o.com	11/3/2021
ka***@****o.com	03/10/21
ff***@****l.com	11/3/2021
od***@****t.net	11/3/2021
sj***@****l.com	03/11/21
pr***@****l.com	01/07/21
jl***@****l.com	11/29/20
sh***@****l.com	11/20/20
br***@****l.com	11/06/20
ru***@****o.com	11/3/2021
me***@****l.com	11/12/20
ti***@****l.com	03/10/21
ti***@****l.com	03/10/21
sh***@****l.com	11/20/20
mo***@****l.com	03/20/21
be***@****k.com	11/3/2021
cl***@****s.net	11/3/2021
mi***@****l.com	05/05/21
do***@****e.com	11/3/2021
ec***@****o.com	11/3/2021
di***@****l.com	11/3/2021
li***@****l.com	03/11/21
cl***@****l.com	02/20/21

<u>Name (Redacted)</u>	<u>Most current Survey</u>
ka***@****l.com	11/19/20
an***@****l.com	05/04/21
jo***@****l.com	05/05/21
bu***@****l.com	11/3/2021
hp***@****l.com	11/3/2021
ca***@****o.com	11/3/2021
lo***@****l.com	03/02/21
mo***@****l.com	03/20/21
sa***@****o.com	11/3/2021
km***@****l.com	03/21/21
As***@****l.com	05/04/21
Ma***@****l.com	05/05/21
an***@****l.com	05/04/21
Fo***@****gn up	11/3/2021
mn***@****l.com	11/3/2021
r2***@****l.com	11/3/2021
la***@****l.com	03/11/21
pe***@****t.net	11/3/2021
ma***@****l.com	05/05/21
Ja***@****o.com	11/3/2021
me***@****l.com	11/12/20
Jn***@****l.com	11/3/2021
Sh***@****d.com	02/20/21
De***@****k.com	11/3/2021
sj***@****l.com	03/11/21
Mr***@****l.com	05/05/21
br***@****n.com	11/3/2021
vi***@****l.com	11/3/2021
mo***@****l.com	03/20/21
gi***@****l.com	11/3/2021
do***@****l.com	02/25/21
Gr***@****e.com	11/3/2021
on***@****l.com	11/3/2021
jo***@****l.com	05/05/21
la***@****l.com	03/11/21
he***@****l.com	11/3/2021
gi***@****l.com	11/3/2021
Mc***@****l.com	05/05/21
an***@****l.com	05/04/21

<u>Name (Redacted)</u>	<u>Most current Survey</u>
ma***@****l.com	05/05/21
ho***@****l.com	11/3/2021
je***@****l.com	05/05/21
da***@****l.com	03/11/21
st***@****l.com	03/26/21
br***@****l.com	11/06/20
Jm***@****l.com	03/11/21
Ke***@****l.com	03/11/21
Br***@****l.com	11/06/20
mj***@****o.com	11/3/2021

F.4 Board Training

(BLUUM, Hillsdale BCSI, CharterStart Workshop, Treasure Valley Charter Academy Site Visit)

KCA board members have taken numerous opportunities to cultivate their understanding of their roles, responsibilities and obligations as directors of an important, state sanctioned, charter school enterprise in Idaho. In particular, members of the board have individually or collectively attended the following, formal training:

- Our board chair attended the state of Idaho's Charter Start Workshop in the summer of 2019;
- Five of our board members took the opportunity to visit Treasure Valley Classical Academy in Fruitland, Idaho, in February of 2020, while school was in session;
- Seven of our board members attended a two day BLUUM board training workshop that was offered in Coeur d'Alene in October, 2020;
- Five board members attended the Charter Start Workshop offered in February of 2021
- Seven board members attended Hillsdale College's three day board training session in Hillsdale, Michigan in April, 2021.

F.5 Red Apple Support



To the Kootenai Classical Academy Board –

Red Apple Financial is pleased to provide you with a draft of our Service Agreement between Red Apple Financial, and Kootenai Classical Academy. I am writing this letter to inform you, and your Authorizer, that Red Apple will honor the agreement as outlined, if KCA is granted its Charter by the Commission. We are excited to work with KCA for years to come.

Additionally, Red Apple knows that funding can be limited in the start-up of charter school, particularly to those in the State of Idaho. Red Apple is committed to helping KCA get off to a good start. If KCA qualifies for the CSP Grant, Red Apple may charge a one-time fee of up to \$10,000 for services before the school enters its first operational year. However, in the event KCA is unable to obtain the CSP Grant, Red Apple will provide these same services at no cost to the school. The monthly fee, as outlined in the drafted agreement, will commence on July 1st of the school's first operational year (anticipated to be FY23).

Again, we are excited about the opportunity to work together. If anyone has any questions, please feel free to reach out to myself, Jeff Biesinger.

Good Luck!

A handwritten signature in black ink, appearing to read "Jeff Biesinger".

Jeff Biesinger

801-690-1899

jeff@redapplefinance.com



Service Agreement

WHEREAS Kootenai Classical Academy desires to engage Red Apple Financial (Red Apple) to provide business and accounting services to its charter school
 WHEREAS Red Apple desires to set forth the terms and conditions of the services that will be provided;

THEREFORE, both parties understand and agree to be bound by the following:

1. **Scope.** Since it is not possible or practical to memorialize a complete listing of all of the specific services that Red Apple will provide to Kootenai Classical Academy within this writing, this document will outline the general scope of services included as part of the Service Agreement.
2. **Services.** Red Apple will serve as the Business Manager of Kootenai Classical Academy. In addition to the services listed below, Red Apple may perform other duties as required to meet the changing business needs of the school. It is contemplated that the following services will fall within the scope of this Service Agreement:
 - a. Accounts Payable and Receivable
 - b. General accounting and record keeping in accordance with Generally Accepted Governmental Accounting Standards and consistent with the needs of school leadership, including coding compliant with IFARMS
 - c. Annual Budget Development, Monitoring and Analysis
 - d. Program Accounting and Tracking
 - e. Cash Management, Reconciliation and Analysis
 - f. Reporting – Internal, Idaho, Federal and IRS
 - g. Provide regular accounting, financial and budget support to school administration
 - h. Risk management – including liability & Workers Comp support
 - i. Compliance – Charter Promises, Authorizer, Federal and IRS
 - j. Audit Oversight
 - k. Payroll, including Persi and EFT transmittals
 - l. Payroll and HR Reporting – State, Federal and IRS
 - m. Restricted funds
 - n. Employee Benefits Administration
 - o. General Consulting – Fiscal Policy, Financial Analysis, etc.
 - p. Implementation of automated payroll, accounting and reporting systems.
3. **Best Practice in Financial Management** The parties agree that there are critical financial practices required to promote the successful management of charter

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school business. Kootenai Classical Academy agrees to make a good faith effort to implement the following practices:

- a. Pass a liquidity policy that outlines standards for Days Cash on Hand.
 - b. Pass a transparency policy and practice that all financial, contractual and partnership information will be provided to Red Apple timely, which is necessary for effective financial management.
 - c. Approve only budgets and expenditures that meet at a minimum existing financial covenants and authorizer performance standards.
 - d. Promote and practice a healthy environment and good communication between the school board and the school director/leader.
4. **Training and Advocacy** As requested, Red Apple may provide financial training to school administration or Board Members.
 5. **General Consulting** With its access to data and fiscal policies from other successful public charter schools, Red Apple may provide general consulting, analysis and comparisons to improve Kootenai Classical Academy's overall financial health.
 6. **Meetings** Red Apple will attend Board Meetings and Finance Meetings as invited.
 7. **Term** This Service Agreement shall commence on the date mutually signed by the parties below and shall continue unless terminated as referenced in Section 9 below, or as required by Idaho state procurement standards.
 8. **Ongoing Fees** Kootenai Classical Academy agrees to pay an ongoing monthly fee to Red Apple for the scope of services described herein. The monthly fee, unless otherwise changed by the parties is based on student enrollment and shall be paid to Red Apple on the 1st day of each month through electronic draft beginning July 1 of KCA's first operational year. **The initial monthly fee shall be \$4,900.**
 - \$4,900 is for enrollment of 600 students or less**
 - \$5,400 for 601-700**
 - \$5,900 for 701+**

Each July 1st the monthly fee shall be increased by the **lesser of 2%** or the % increase in state student education funding for Idaho.

9. **Contract Amendment** This contract constitutes the full and complete agreement between the parties and may only be amended by mutual written agreement of the parties. The parties further agree that this agreement may be terminated by either party, for any reason or for no reason, by providing 60 days prior written notice to the other party. The actual termination date of this agreement, however, can only occur in October or April, to ensure the accounting cycle of the school is not interrupted and sufficient time is allotted for a transition and for audits. In the event this agreement is terminated by Red Apple, the final day of services will be a date mutually agreed upon by both parties. In such an event, the parties will no longer have any further obligations under this agreement following the termination date, and agree to cooperate in good faith in dissolving their business relationship.

Page 2 of 3

10. **Cause or Action** In the event of any cause or action against either party, both agree to make a good faith effort to work together to obtain a resolution satisfactory to both parties.

11. **Misc. Provisions** All financial records, source documents and contracts maintained by Red Apple on behalf of Kootenai Classical Academy remain the property of Kootenai Classical Academy, and as such Kootenai Classical Academy may request at any time to review, audit or otherwise obtain these documents. In the event either of the parties choose to exercise a termination of the relationship under the provisions of Section 9, Red Apple will deliver to Kootenai Classical Academy all of the financial records, source documents and contracts owned by Kootenai Classical Academy in a timely fashion prior to the agreed upon termination date. Kootenai Classical Academy further agrees that it will not solicit any Red Apple staff for employment at the school without written consent.

Red Apple Financial

Kootenai Classical Academy

Date

Date

F.6 Kootenai County Demographic, Real Estate, and Market Data

Why Is Coeur d'Alene America's Hottest Housing Market?

(https://www.wsj.com/articles/why-is-coeur-dalene-americas-hottest-housing-market-11619644273?st=m8858kicrfjkqv6&reflink=article_email_share)

Americans Are Flocking to Idaho, Fleeing New Jersey

(<https://www.usnews.com/news/best-states/articles/2020-01-02/americans-are-flocking-to-idaho-fleeing-new-jersey>)

Idaho 2nd fastest-growing state in latest census

(https://www.idahostatejournal.com/news/local/idaho-2nd-fastest-growing-state-in-latest-census/article_393f0aa4-c0c1-5c91-8426-91ca47f08bd4.html?utm_medium=social&utm_source=email&utm_campaign=user-share)

F.7 RoundTable Best Efforts Agreement



Engagement Letter and Best Efforts Agreement

WHEREAS Kootenai Classical Academy (KCA) desires to engage RoundTable Funding (ROUNDTABLE) to assist in financing the improvements and construction of its new charter school building in Post Falls, ID;

WHEREAS ROUNDTABLE has developed a model, which under certain conditions, will give a start-up or expanding charter school the opportunity to finance the construction or improvements of a suitable school building prior to having students in the new school;

WHEREAS ROUNDTABLE desires to set forth the terms and conditions of the services that will be provided;

THEREFORE, both parties understand and agree to be bound by the following:

1. **Scope and Role** The parties understand that ROUNDTABLE has an obligation to bring to potential investors only those start-up/expanding charter schools that have a high probability of success. As such, ROUNDTABLE will qualify KCA, present KCA to investors, secure financing and monitor the progress of the project after financing through to a successful occupancy.

The parties acknowledge that ROUNDTABLE is fulfilling the role of Financial Analyst, Financial Advisor and general consultant for KCA. The parties understand that ROUNDTABLE is NOT the school's legal counsel. ROUNDTABLE will be representing and advocating for the school in the negotiating and structuring of the financing for the building.

RoundTable services specifically relate to the development and financing of a suitable facility. As such, compensation from these services will be paid for through the financing. The scope of services shall be categorized as follows:

a. Development

These services may include feasibility studies, support in putting together a suitable construction team, various pre-construction services, design assistance, facility contract negotiations, project management support, serving as Construction Monitor for lender, supporting Owner's Rep, participation in construction meetings, preparation of pay applications, oversight of project funds during construction, communication with lender, change order reviews, general project recommendations and other duties related to the project.

b. Financial Advisement

These services include financial analysis, financial advisement, putting together the financing team, coordination of meetings with legal counsel,

underwriters, issuers and investors, review of covenants and in general securing satisfactory and sustainable financing for KCA.

2. **Best Efforts** ROUNDTABLE will use its best efforts to acquire satisfactory financing for the construction of KCA's new school building. ROUNDTABLE does not and cannot guarantee that any financing for KCA will be funded. ROUNDTABLE shall have no liability for failure to procure financing.

KCA shall not be liable for any fees or compensation to ROUNDTABLE until such time as KCA closes on the financing that is approved by and satisfactory to the Board of KCA. The parties understand that proper authority for the closing and acceptance of any financing shall be at the total discretion of the KCA Board of Directors

3. **Conditions** KCA understands that as a start-up/expanding school not yet in operation, ROUNDTABLE and potential investors will require certain performances by KCA, which performances may become part of the final closing documents of any financing. Some of these performances/conditions may include:
 - a. Evidence of strong support from Authorizer.
 - b. Evidence of enrollment to support debt service prior to school opening.
 - c. Experienced project manager to provide oversight during the construction process.
 - d. Gross Maximum Price contract with a licensed contractor.
 - e. Experienced Business Services provider or Business Manager.
 - f. Setting in policy sound financial benchmarks recommended by RoundTable and agreed upon by the KCA board.

4. **Commission and Fees.** KCA shall be under no obligation to accept any financing presented to it and may reject any particular financing offered for any reason or no reason. ROUNDTABLE shall be deemed to have earned its fee upon final closing of KCA's desired financing. **The total fee or commission shall be THREE PERCENT (3%) of the total financing procured on behalf of KCA.** ROUNDTABLE Fees will be paid through closing and included as part of total project costs.

For purposes of accounting and allocation, the fee of 3% of total financing procured shall be broken down as 2% of total financing procured for services related to Development and 1% of total financing procured for services related to Financial Advisement.

5. **Term.** This Best Efforts Agreement remains in effect and is non-cancelable for ONE YEAR from the date of execution subject to the following exception. If ROUNDTABLE does not deliver a Term Sheet acceptable to the KCA board before October 31, 2022, KCA shall have the option of terminating this Agreement. For the purposes of this Agreement, a "Term Sheet" shall mean a letter of intent from an investor or underwriter that includes the interest rate and other terms that would likely be offered to KCA. Time is of the essence. This Agreement shall automatically be extended to a closing date should a commitment be accepted by KCA. This Agreement does not preclude KCA from

Page 2 of 3

working with other financing options up until the time a satisfactory Terms Sheet has been delivered and executed by KCA, after which KCA will be obligated to accept the terms offered.

6. **Closing Costs.** ROUNDTABLE shall not be responsible for or bear any liability for any closing costs including, but not limited to: origination costs, commitment fees, mortgage and conveyance certificates, title insurance, appraisals, costs incurred to cure, correct or clear the title of any real estate owned or pledged by the borrower and any and all attorney fees associated with this transaction. ROUNDTABLE also reserves the right to be reimbursed for reasonable expenses associated with supplies, travel, etc. not to exceed \$5,000. Such costs shall be reimbursed through the financing.
7. **Severability.** Should any provision of this Agreement be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality or enforceability of any other provision hereof; provided that such invalidity does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants or conditions.
8. **Corporate Authority.** Person(s) signing below are duly authorized by the governing board or body to execute and bind the corporation to this agreement.

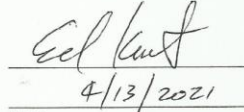
RoundTable Funding



April 13, 2021

Date

Kootenai Classical Academy



4/13/2021

Date

F.8 RoundTable Financial Commitments



Preliminary Financial Commitment

August 2, 2021

Kootenai Classical Academy
Post Falls, Idaho

Dear Kootenai Classical Board,

RoundTable Funding is pleased to present this preliminary financial commitment sheet, which outlines a proposed financing structure for funding the development, design and construction of a school facility to be located in Post Falls, Idaho.

Structure	100% - Tax exempt revenue bond limited offering of Educational Facilities Revenue Bond
Borrower	Kootenai Classical Academy
Guarantor	N/A
Issuer	Idaho Housing and Finance Association
Purchaser	TBD
Estimated Amount	\$9,300,000 for facility construction, contingency and pre-operational year working capital
Use of Proceeds	Develop, acquire and construct educational facilities of approximately 38,000 square feet for approximately \$8.6 Million, building contingency fund of approximately \$400,000 and working capital for the pre-operational year of approximately \$300,000.
Fixed Interest Rate	Tax-exempt Bond approximately 5.50-6.00%
Bond Maturity	35 - 40 Years
Call Provisions	Approximately 5-7 year call provision
Capitalized Interest	10 - 12 months of Capitalized Interest to accommodate for lower payments in early years.
Issue Date	Fall of 2022 (likely September 2022)
Interest Payment Dates	Bond payments are semi-annual, will go through an intercept account and be paid based on the same schedule KCA receives funding from the State of Idaho.
Debt Service Reserve and Cost of Issuance	In addition to the total amount of \$9.3 Million, the bond issuance will cover a Debt Service Reserve Fund (equal to 6 months Debt Service), 1 year of capitalized interest and costs of issuing the bonds.

www.RoundTableFunding.org



Preliminary Financial Commitment

Security Provisions / Repayment Sources / Covenants	<ul style="list-style-type: none"> • Gross Revenue Pledge from KCA, excluding Special Distributions from the State of Idaho. • First mortgage lien on property • Intercept of state funds • First priority security interest on all tangible and intangible personal property, including but not limited to FF&E • RoundTable will work to negotiate favorable covenants, which may include over 30 days Cash on Hand, 1.10X Debt Service Coverage Ratio. • Failure to maintain these two financial covenants is a consultant call, provided that failure to maintain a DSCR of at least 1.00 is an Event of Default.
Additional Debt/ Additional Bonds	• Additional bonds or debt (parity or unsecured) may be issued based on certain covenants and thresholds.
Underwriter	TBD based on RFP
Trustee	TBD

Prior to Funding

Once KCA has an approved charter, RoundTable will facilitate funding for the school to cover pre-construction costs, including permits, zoning, design, entitlements, etc. KCA's general contractor will be required to submit a Guaranteed Maximum Price contract to KCA prior to bond closing.

Non-Binding Term Sheet

This non-binding summary of indicative terms and conditions constitutes a preliminary commitment, subject to market trends, charter approval and restrictions, and other factors which may be out of the control of RoundTable. This preliminary commitment does not represent an obligation of any kind on the part of RoundTable Funding.

Thank you for the opportunity to work with Kootenai Classical Academy. Should you have any questions, please do not hesitate to contact me at 801-391-7426 or Monty@RoundTableFunding.org

Sincerely,

Accepted by,

RoundTable Funding

Kootenai Classical Academy

By

By

Monty B. Hardy, Managing Partner
Name

Ed Kartz, KCA Board Chair
Name

www.RoundTableFunding.org

V. DIRECTOR'S REPORT

APPLICABLE STATUTE, RULE, OR POLICY

NA

BACKGROUND

The PCSC Director oversees the day-to-day management of the authorizing office. This agenda item provides opportunity for a brief report regarding actions taken and work in progress at the staff level.

DISCUSSION

Director Thompson will present a draft of the 2021 annual portfolio report, share progress made toward strategic plan goals, answer any procedural questions about the renewal process, and preview the April annual meeting.

SPEAKER

IPCSC Director, Jenn Thompson

IMPACT

Information item only.

STAFF COMMENTS AND RECOMMENDATIONS

No comments or recommendations.

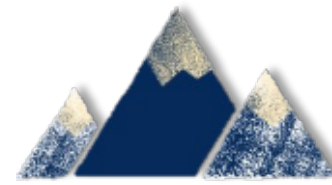
COMMISSION ACTION

No action.



Strategic Plan 2021-2025

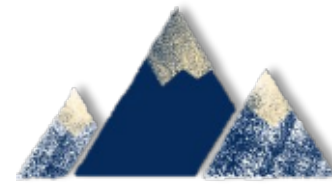
MISSION



The IPCSC's mission is to cultivate exemplary public charter schools.

Mission Statement: Drives Every
Decision, Every Day, at Every Level.

VISION

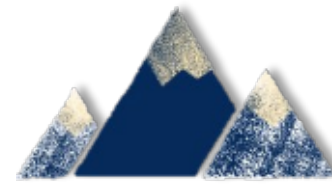


Living our mission will result in:

- Quality – Idaho families have high-quality charter school options.
- Autonomy – Charter school's design and implement unique educational programs.
- Accountability – Charter schools meet standards defined in the performance framework.
- Compliance – Charter schools operate in compliance with laws, rules, and regulations.
- Advocacy – the IPCSC advocates for student and public interests.

Vision: Statement of Desired Result

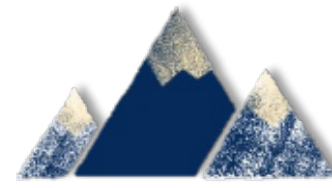
VALUES



The IPCSC values the following approach to executing our work:

- Professionalism – the IPCSC acts with respect and decorum.
- Efficiency – the IPCSC provides service with efficiency.
- Credibility – the IPCSC is a source of accurate information.
- Integrity – The IPCSC makes data-driven decisions that serve its mission and vision.
- Communication – The IPCSC communicates with and listens to stakeholders.

OBJECTIVES



1. Goal: The IPCSC will cultivate a portfolio of exemplary charter schools.
 1. Objective: The IPCSC will make data-driven decisions.
 2. Objective: The IPCSC will provide effective oversight.
 3. Objective: Assist schools in achieving success with regard to performance outcomes.
2. Goal: The IPCSC will advocate for student, taxpayer, and charter sector interests.
 1. Objective: Contribute to effective charter school law.
 2. Objective: Execute a communication plan that reaches stakeholders.
 3. Objective: Facilitate access to meaningful resources for charter schools.

Note: throughout the slide deck ★ indicates progress on a timeline

Goal 1: Cultivate a portfolio of exemplary charter schools.

Objective 1: Make data-driven decisions.



Measure 1: Standards of Quality (Approvals)

Date	December 9, 2021 ★	December 31, 2021	January TBD	February 10, 2022	April 14, 2022	May 1, 2022
Task	Consider New Petition with Current Tools	Evaluate Tools (New, Replication, Amend.)	Evaluate Tools and Review for Revisions	First Read of Proposed Revisions	Consider Adoption of Revisions	Revisions Published
Party	Commission	Staff	New Petition Committee	Commission	Commission	Staff

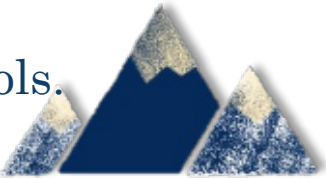
Measure 2: Annual School Performance Reports (Renewals)

Date	Spring 2021	Summer/Fall 2021	Fall 2021 ★	Winter 2022	March 2022	April 2022	June 2022
Task	Revised Renewal Procedures	Prepare 2021 Annual Reports	Issue Renewal Recommendations	Renewal Decisions	Evaluate Tools and Review for Revisions	First Read of Proposed Revisions	Consider Adoption of Revisions
Party	Staff	Staff	Staff	Commission	Renewal Committee	Commission	Commission

Measure 3: Meeting Minutes (Training)

Date	June 2021	August 2021	October 2021	December 2021 ★	February 2022	April 2022
Content	3 Dos 3 Don'ts of Commission/Executive Relationship		Renewal Procedures	7 Strategies of Leadership	Executive Director Eval Process	Charter School and ESP Relationships
Source	Brian Carpenter- Board University		IPCSC Staff	Mark Brown via. ISBA Convention	Human Resources	Board University (Ch. 22) & NAPCS "Charting a Course"

Goal 1: Cultivate a portfolio of exemplary charter schools.
Objective 2: provide effective oversight.



Measure 1: Performance Framework (% meeting all standards)

Academic (75% Goal)					Operational (95% Goal)							Financial (95% Goal)							
Proficiency			Growth	Graduation	Board Stewardship			Leadership/Management				Near Term				Sustainability			
63	66	72	NA	NA	94	96	92	95	86	100	90	84	80	96	72	88	84	69	78

Measure 2: Complaint and Concern Log (resolve 95% w/in 30 days)

Number of Complaints Filed	Number of Schools Impacted	Number resolved w/in 30 days	% resolved within 30 days
30 YTD	18	23 resolved 3 open w/in30 days 4 more than 30 days	Approx. 87%

enrollment

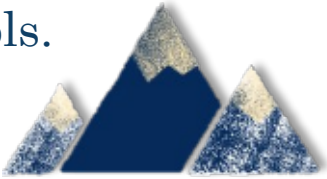
debt

website

Measure 3: Courtesy Letters

Number of Courtesy Letters Issued	Number of Schools Impacted	Number of complaints not resolved within 30 days
1	1	1

Goal 1: Cultivate a portfolio of exemplary charter schools.
 Objective 3: Assist schools in achieving success
 with regard to performance outcomes.



Measure 1: Annual Performance Reports (Quantitative)				
Date	November 2021	December 2022	January 2022	February 2022
Task	Release Draft Annual Reports	Appeal Window	Release Final Annual Reports	Outreach (100%)
# of Schools	50	★	50	# of #

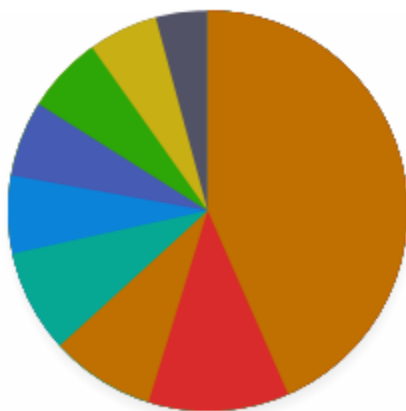
Measure 2: School Survey Results (Qualitative)				
# of responses	% of response	Top three topics	Top three strengths	Top three challenges
Survey Currently Open ★				

Goal 2: Advocate for student, taxpayer, and charter sector interests.
 Objective 1: Contribute to effective charter school law.



Measure 1: Maintenance of Effort Records (10%)

Date	July 1, 2021 – December 31, 2021 ★	Jan 1, 2021 – June 30, 2022
Total # Hours	48.5 hours (87 goal)	



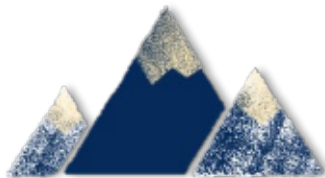
TIME ENTRY

- Legislation Draft FY22
- Negotiated Rule Making
- Legislative Draft FY22
- Stakeholder Meeting - SBE Consideration of Legislation FY22
- Legislative Research
- Federal legislation review
- Draft 1 08.02.04 Rule Revisions
- Legislation Draft FY22
- Region 9 Charter Meeting at ISBA

DURATION

- 21:00:00
- 5:30:00
- 4:06:00
- 4:00:00
- 3:00:00
- 3:00:00
- 3:00:00
- 2:45:00
- 2:00:00

Goal 2: Advocate for student, taxpayer, and charter sector interests.
Objective 2: Execute a communication plan that reaches stakeholders.



Measure 1: Constant Contact Analytics (75% Open Rate)

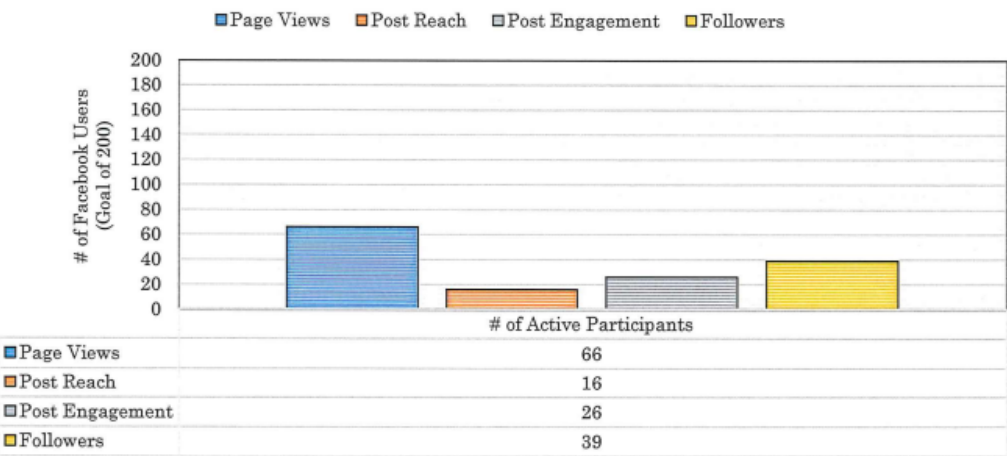
Increase from 122 to 355 Successful Deliveries

Constant Contact Analytics



Measure 2: Social Media Outreach (Consistently Reach 200 People)

SOCIAL MEDIA OUTREACH | FACEBOOK



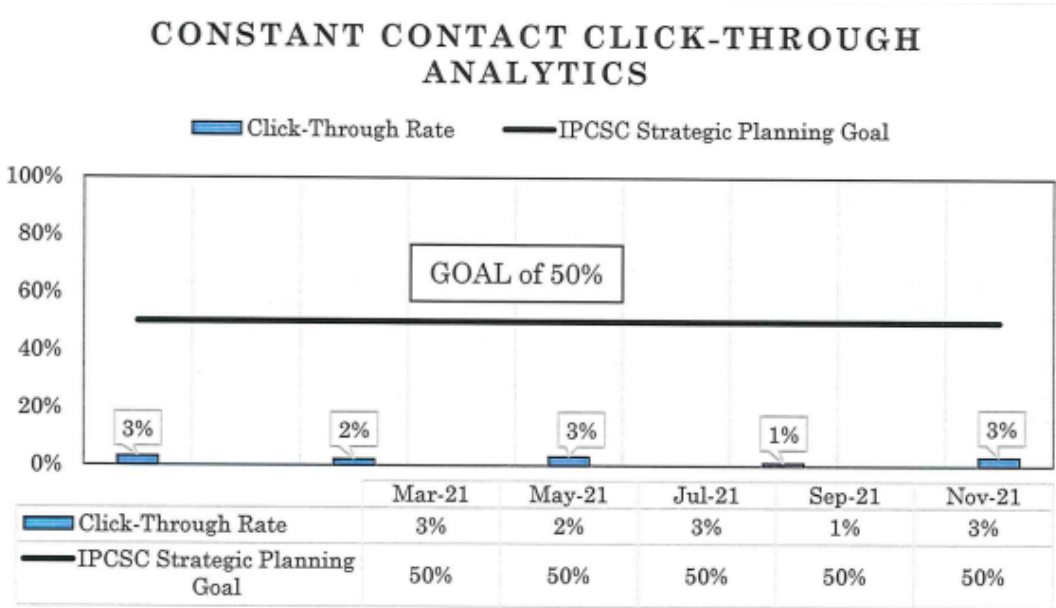
Measure 3: Report Delivery Record

Date	December 2021 ★	January 2022	February 2022
Task	Draft Annual Report	Finalize and Deliver	Present to SBE and Legislature
# Received	NA		

Goal 2: Advocate for student, taxpayer, and charter sector interests.
Objective 3: Facilitate access to meaningful resources.



Measure 1: Click Rate



Measure 2: Network Event Attendance Rosters (100 participants)

Date	November 2021	December 2021	Spring
Type of Event	ISBA Convention	Webinar ★	TBD
# Interest Responses	~20		
# Participants	~10		



IDAHO PUBLIC CHARTER SCHOOL COMMISSION

Portfolio Performance Report
2020-2021 School Year

304 N. 8th St. Ste. 242

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Alan Reed, Chairman

Term Ends 2022



Sherrilynn Bair, Vice Chair

Term Ends 2024



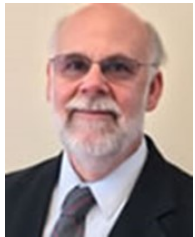
Brian Scigliano

Term Ends 2024



Wanda Quinn

Term Ends 2024



Nils Peterson

Term Ends 2023



Julie Van Orden

Term Ends 2022



Jenn Thompson

IPCSC Director

The IPCSC's mission is to cultivate exemplary charter schools.

The Idaho Public Charter School Commission (IPCSC) is Idaho's independent chartering entity. Composed of seven Governor-appointed commissioners and a small staff, we provide oversight for approximately 60 public charter schools in our state.

The commission is primarily tasked with protecting taxpayer and student interests in the charter sector. This important work requires that we evaluate the risk to student and taxpayer dollars posed by new charter school applications. It also requires that we evaluate the return on investment of those public dollars as we consider charter school renewal applications.

Our mission of cultivating exemplary charter schools reminds us that our day-to-day tasks are in service of students and families.

We envision a healthy charter school

landscape focused on:

Quality—Idaho families have exemplary charter school options.

Autonomy—Charter schools design and implement unique educational programs.

Accountability—Charter schools meet the standards defined in the IPCSC's performance framework.

Compliance—Charter schools operate in compliance with laws, rules, and regulations.

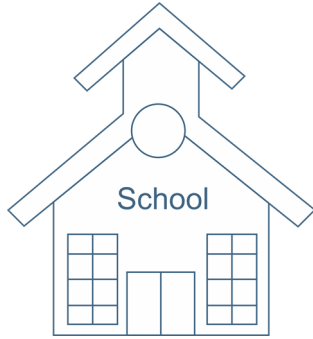
Advocacy—The IPCSC advocates for student and public interests.

We believe that by engaging in our mission with professionalism, integrity, and transparency, Idaho's charter schools and our educational landscape as a whole will continue to thrive.

Fiscal Year 2021—Just the Facts

57

Operating
Schools



29,049 Students Served

All
Charter Schools are



and
Public



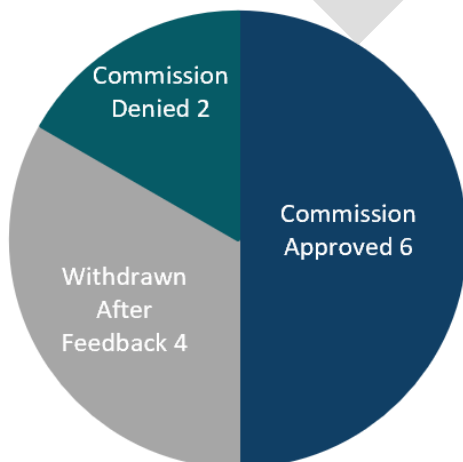
5
Pre-Operational Schools

Authorizers Balance

Autonomy

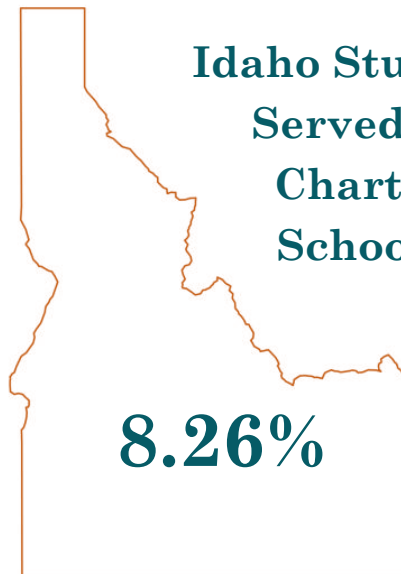
Accountability

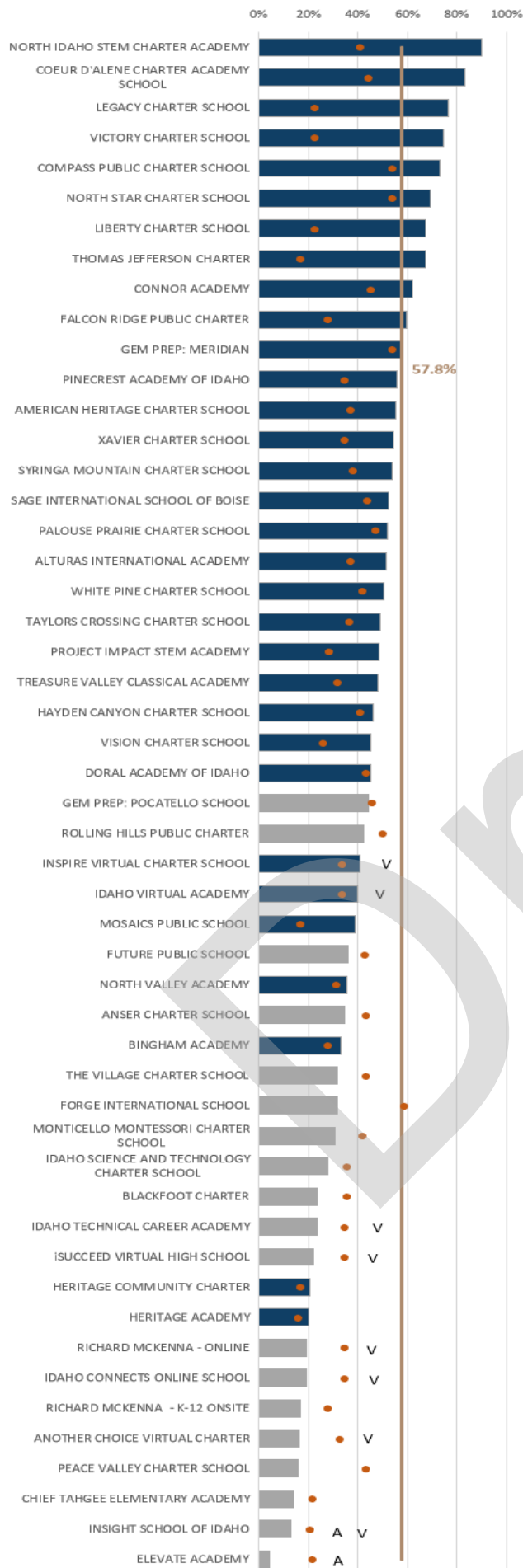
50%
Petition Approval



Idaho Students
Served by
Charter
Schools

8.26%





Math Proficiency

The inherent variability of charter schools makes it difficult to effectively evaluate assessment outcomes. As we seek to better understand the relative performance of each of our schools, the IPCSC revised its performance framework to provide more nuanced data.

The Math ISAT proficiency chart on this page presents each school's average rate of proficiency in comparison to both a minimum standard (orange dots) and a reach goal (brown line).

The reach goal is the statewide goal for 2021 established in Idaho's Consolidated Plan (ESSA). Just under 10% of all Idaho schools met this goal. The minimum standard is established by the IPCSC and represents the average proficiency rate of each charter school's "identified comparison group".

Why is the minimum meets standard different for each school? This is because the IPCSC's minimum expectation is that each charter school performs as well or better than the average of its peers. In most cases the comparison group is defined as the traditional school district in which the charter school is physically located.

In a handful of cases in which the student population is markedly dissimilar to the district, a custom comparison group was identified based on schools with similar percentages of student groups, such as economically disadvantaged or special education.

Math Proficiency Legend

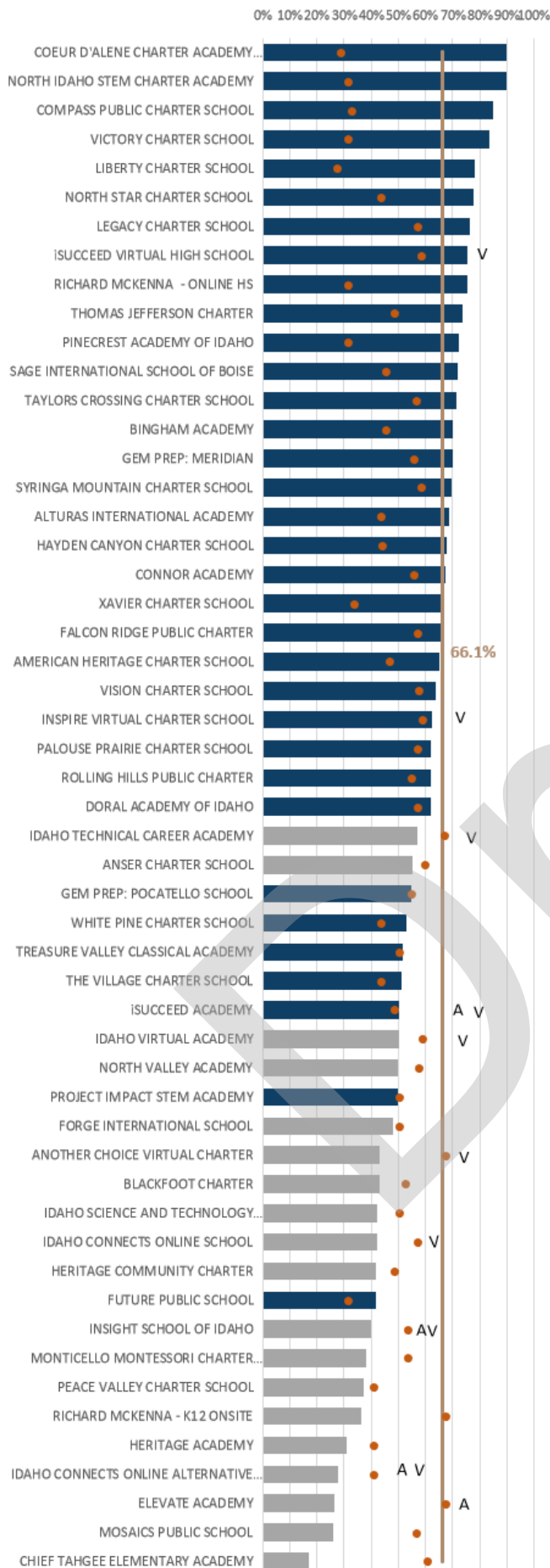
School's Rate > Comparison Group Rate

School's Rate < Comparison Group Rate

IPCSC Minimum Meets Standard

Statewide Accountability Goal 2021

A = Alternative Program V = Virtual School



ELA Proficiency

The ELA ISAT proficiency chart on this page presents each school's rate of proficiency in comparison to both a minimum standard (orange dots) and a reach goal (brown line).

Each year, the IPCSC provides an annual performance report to each school. These individual reports are made available to the public on our website. Schools are encouraged to use this information to inform their strategic planning process each year.

A school that meets all standards at renewal is guaranteed another five year term of operations. On the other hand, a school that does not meet the minimum standard on one or more measure (academic, operational, or financial) is not guaranteed a next operating term.

Math and ELA Data Highlights

Well done! - In their first year of operations, both Doral Academy and Pinecrest Academy performed well on all academic measures.

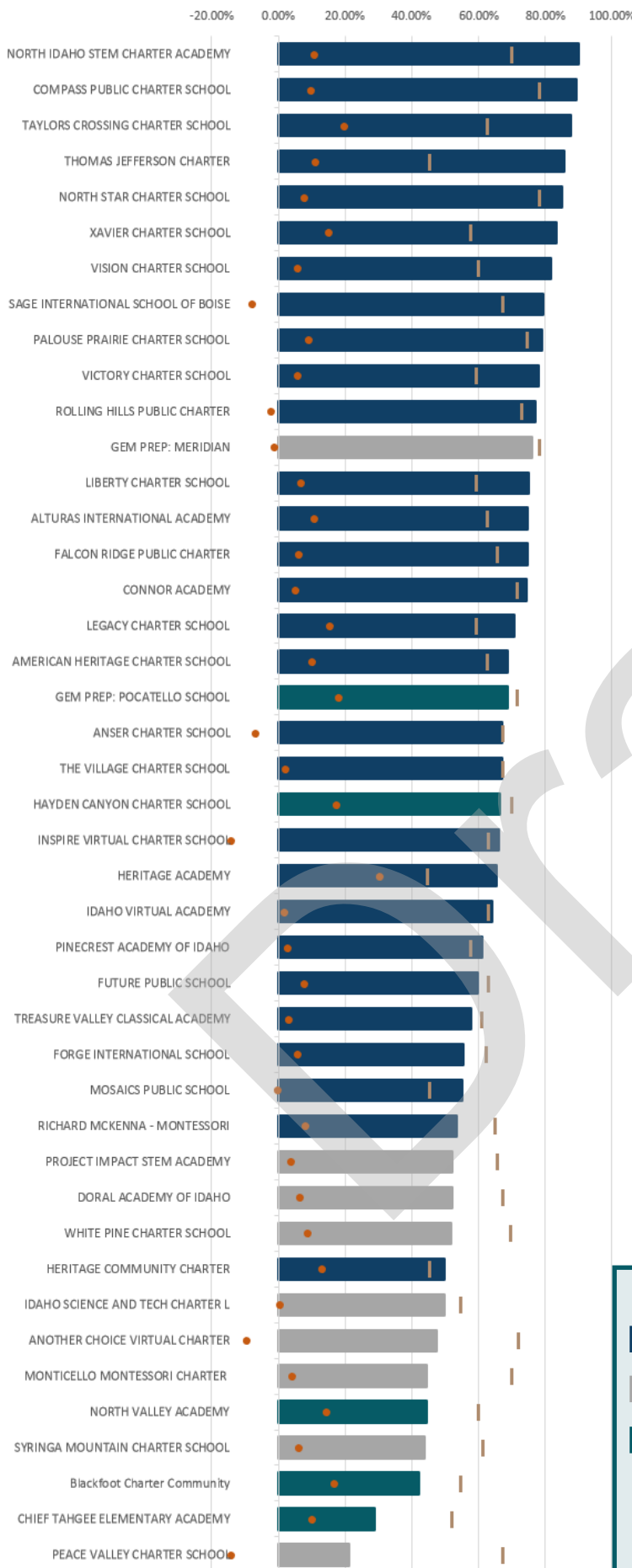
Challenge accepted! - Among the schools that have not yet met the minimum standard, several are within 10% of the goal and with focused effort, this goal is achievable.

High flyers! - Kudos to the schools consistently performing at the top of the charts! These schools meet the IPSC's minimum standard and exceed the reach goal year after year.

Shout Out! - iSucceed Virtual performed particularly well in ELA. Your efforts are appreciated!

ELA Proficiency Legend

- School's Rate > Comparison Group Rate
- School's Rate < Comparison Group Rate
- IPCSC Minimum Meets Standard
- Statewide Accountability Goal 2021
- A = Alternative Program V = Virtual School



IRI Proficiency

IRI Proficiency is a new measure in the IPCSC's framework. Blue bars indicate a school that outperformed its comparison group on the spring administration of the IRI. Teal bars indicate that the school did not outperform its comparison group, but *did* improve its own proficiency rate by at least 10% between fall and spring.

Several aspects of this data are worth noting. First, schools such as Chief Tahgee and Blackfoot Community did not achieve high outcomes, but did make significant gains with their own students between fall and spring. Second, schools such as Thomas Jefferson and Heritage Academy outperformed their comparison groups by a significant margin. Third, some schools, such as Sage International saw a drop in their own proficiency rate, but still outperformed their peers. These are all wins, especially during a pandemic year.

Of concern are schools such as Peace Valley and Another Choice who did not perform as well as their comparison groups by a significant margin. In both cases, fewer students achieved proficiency in the spring than in the fall, indicating that these schools lost significant ground during the school year.

As the IPCSC considers fine-tuning these new measures, Gem Prep Meridian's outcomes make a case for considering a ceiling for this measure. For example, the IPCSC may choose to consider whether 80% meets standard, regardless of how a school's comparison group is performing.

IRI Proficiency Legend

- School's Rate > Comparison Group Rate
- School's Rate < Comparison Group Rate
- School's Spring 10% greater than Fall
- Spring Proficiency Rate of Comp. Group
- School's Change Fall to Spring

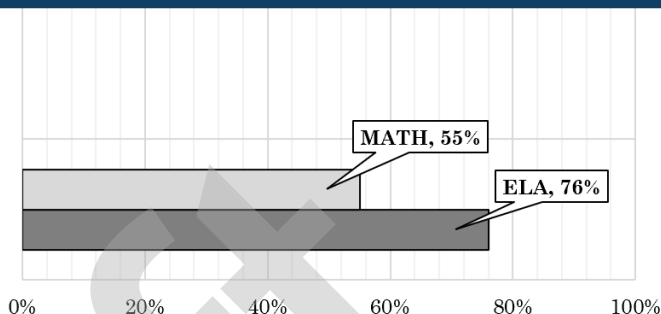
Alternative Measures

At-risk students face additional barriers to success. The IPCSC's revised framework includes measures designed to provide a more complete picture of how well a school meets the academic needs of its students. Alternative measures serve to complement standard measures.

MATH AND ELA CONTENT MASTERY

Why This Matters: At-risk students are often behind in grade-level proficiency in both Math and ELA. This measure is a complement to Math and ELA proficiency.

This measure considers the percentage of students who were continuously enrolled at the school who earned 2 credits in Math and ELA, regardless of the grade-level of the course taken. This measure acknowledges that a student enrolled in 8th grade, may not perform well on the 8th grade ISAT assessment if his or her skills are at the 6th grade level; however, if that student mastered the content (earned full credit) in the next course in his/her own academic progression, that success should be noted for the student and the school.



PROGRESS TOWARD GRADUATION

Why This Matters: At-risk students may change schools frequently and fall behind in credits earned. As traditional academic measures only reflect the school's success with students who were continuously enrolled for the whole school year, alternative measures are necessary to evaluate whether a school is serving all students well.

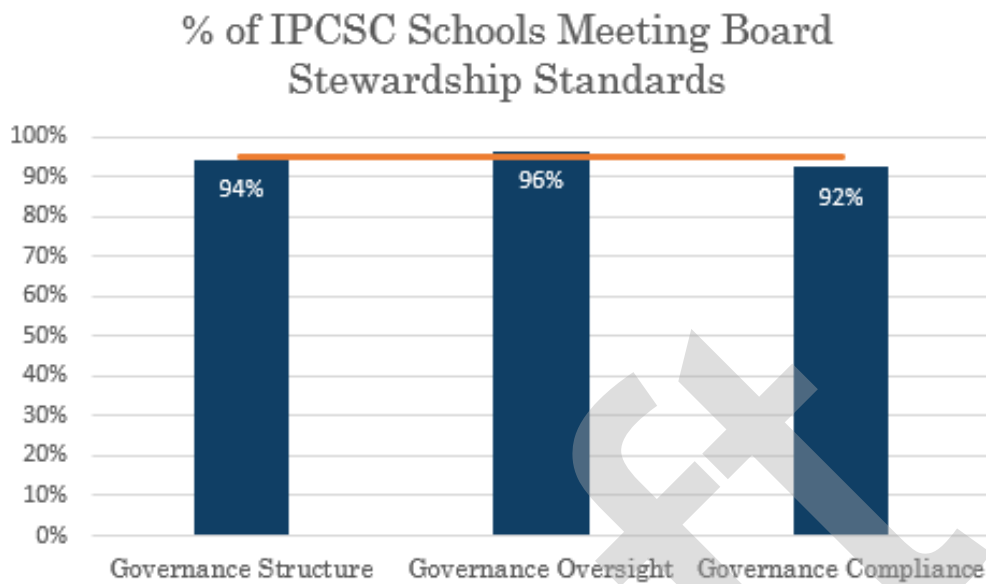
For students who are at-risk of failing to graduate, it is crucial to ensure that they earn enough credit while enrolled at a school to not fall further behind, regardless of whether they are enrolled for the whole school year or only one grading term. The 9-12 progress toward graduation measure considers whether a student successfully completed at least as many credits as expected during the time they attended the charter school.

ADDITIONAL GRADUATES

Why This Matters: 4 and 5 Year ACGR measures capture the percentage of students who graduate 4 and 5 years after they began 9th grade. These measures are designed to speak to *student* success. They only speak to *school* success in cases where the school retained the student for the entire 4 or 5 years. As at-risk students are a more mobile population and generally enroll in several high schools throughout their high school career, ACGR alone does not sufficiently help us understand whether an alternative school is serving students well.

This additional graduation measure allows the IPCSC to consider the percentage of students who were enrolled as 12th grade students and graduated, regardless of when the student should have graduated. As this measure includes students who may be in their 6th or 7th year of high school, this measure provides a clearer "data story" for at-risk students and the schools that serve them.

Operational Measures: Board Stewardship



For public charter schools, the line between success and failure often comes down to the quality of board stewardship and school leadership they experience. School teams that respond quickly and competently to issues as they arise help ensure a school's overall success. Conversely, teams that do not respond quickly or competently foster a riskier environment.

The IPCSC's operational measures are designed to identify signs of distress in a charter school. While charter school failure is most commonly linked to financial failure, financial failure is always precipitated by signs of distress in a school's operations.

For example, a governing board in distress might hold many executive sessions, have long board meetings, experience Open Meeting Law violations, or may not evaluate their school leader thoroughly. A leadership team in distress may experience staff turn-over, have "findings" in student services reviews, fail to turn reports in on time, or lose track of the "little things", such as updating the website.

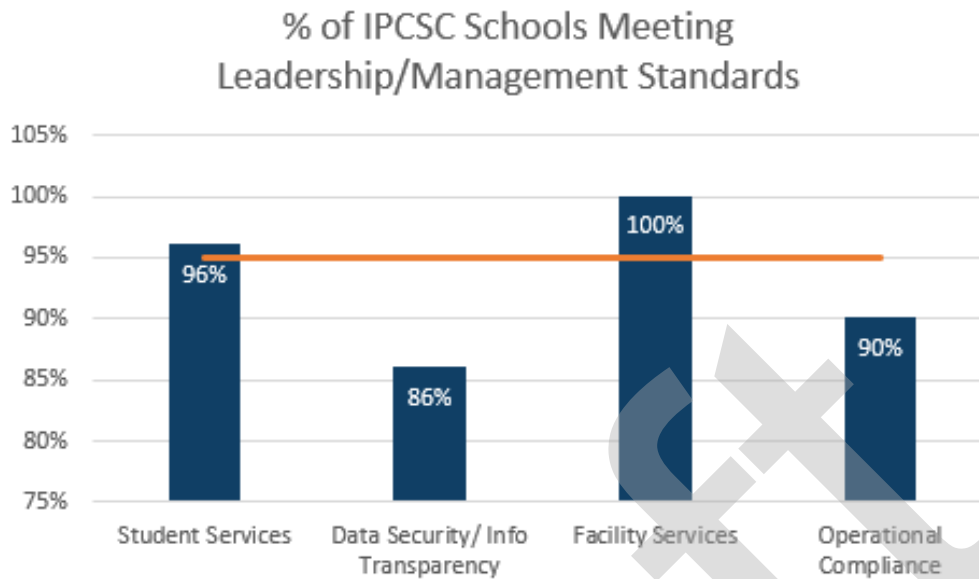
The operational measures are divided by board stewardship and leadership/

management in order to help a school identify which party is responsible for the issue and who can take action to address it. Through these measures we hope to help our schools identify issues before they get out of hand.

The IPCSC evaluates three Board Stewardship measures. The Governance Structure measure considers whether the board's guiding documents (such as bylaws and meeting procedures) are compliant and in use. The Governance oversight measure considers whether the board is performing its duty to the school and taxpayers by ensuring the school has effective leadership, policy, and financial oversight. The Governance compliance measure considers whether more serious investigations into issues such as ethics were necessary.

The IPCSC evaluates four leadership and management measures, some of which require inter-agency cooperation to fully address. First, the student services measure considers whether the State Department of Education's (SDE) expert teams in special education and federal programs are satisfied with the school's services.

Operational Measures: Leadership and Management



Second, the data security and transparency measure considers whether the school is engaging in compliant financial transparency and is keeping student data safe.

Third, the facility services measure considers whether a school's facilities are being well maintained and ancillary programs, such as meal service and transportation, are adequate, requiring collaboration with the building safety team and several SDE expert teams.

Finally, the operational compliance measure considers the compliance of a school's enrollment process and its response to any issued corrective action plans.

In order to evaluate a school's performance against these measures, the IPCSC staff conduct an extensive desk audit, reading reports and working with other agencies to make sure all parties are all on the same page with expectations and that ratings earned by a school on any particular measure are directly connected to a data source.

The IPCSC's goal is to have 95% of our schools meet standard on the board stewardship and leadership/management

measures. In fiscal year 2021, two investigations into governance compliance were necessary. In both cases, the issues were ultimately joint failures of board stewardship and school leadership.

At the time of this report, both schools are on a path toward resolution. A third school has been identified as struggling with board stewardship and efforts have been made to provide support.

The lower percentage of schools meeting standard on the information transparency measure is specifically related to website compliance. Overall, schools are compliant with Idaho's transparency laws; however, as the law is somewhat vague, each school posts reports in different formats and in different locations. In some cases, information was difficult to find on the school's website. In some cases expenditure reports include more detail than in others. The issue of which contracts to post is also somewhat unclear.

The IPCSC is working with schools to clarify the expectations. We are also working internally to better streamline our processes.

Financial Oversight

In addition to academic and operational oversight, the IPCSC evaluates each school's financial performance against a set of near-term measures and against a set of sustainability measures. Near-term measures are designed to identify whether a school is able to meet its financial obligations in the next year; sustainability measures are designed to identify whether a school is able to meet its long-term financial obligations. Our overall goal is to see 95% of our schools meet standard on all financial measures.

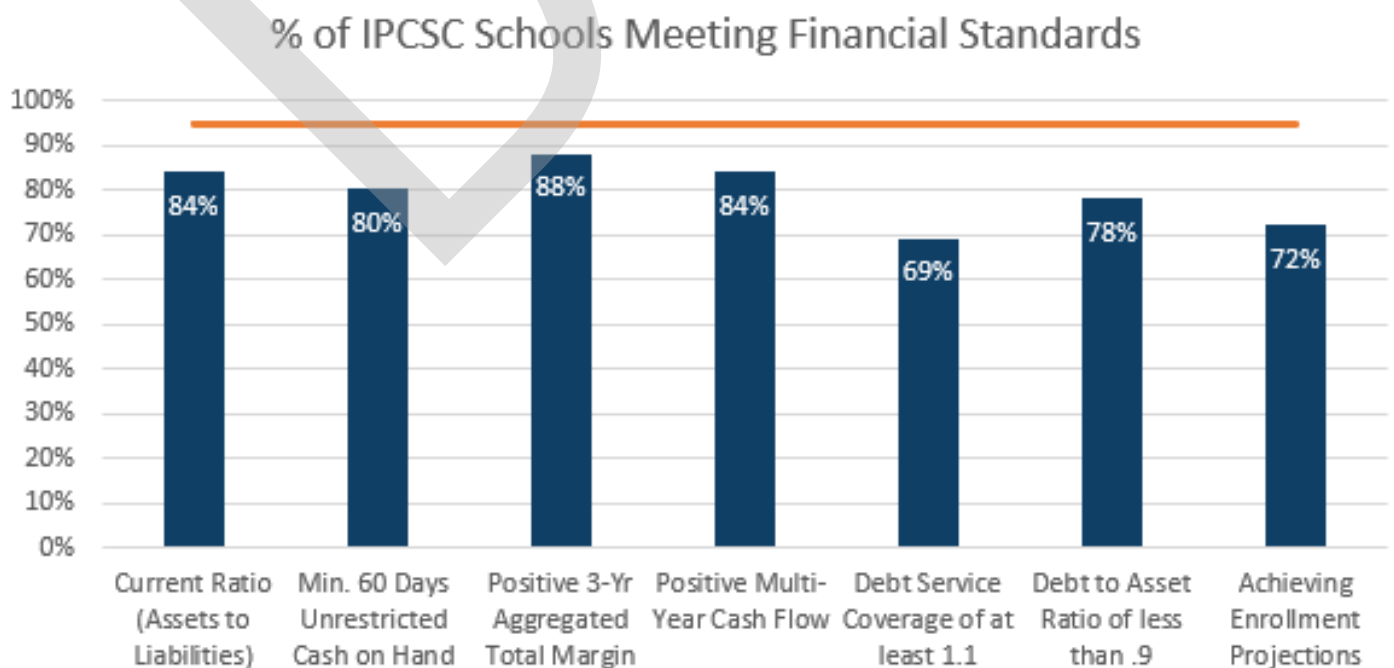
The data below indicates that while the results are close to goal on most measures, only 72% of IPCSC schools were able to meet their enrollment projections in fiscal year 2021. This is likely due to student mobility caused by the pandemic during the 2020-2021 school year. However, as a charter school's budget is directly impacted by student enrollment, the ability to meet and maintain projections is an important factor in a charter school's financial viability.

Schools with lower enrollment generally also evidence a decrease in their cash on

hand in compensation for the lesser revenue received. The data in the chart below reflects a drop from previous years on both the enrollment projection and cash on hand measures. Post-pandemic, schools are expected to bounce back in these areas.

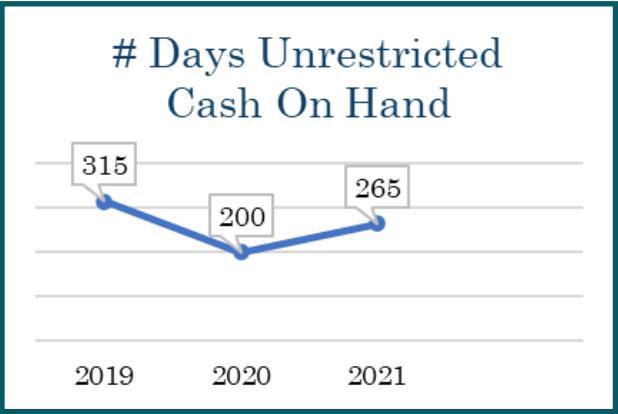
Another obvious area of concern is the percentage of schools able to maintain a sufficiently high debt service coverage ratio and a sufficiently low debt to asset ratio. This is a more difficult needle to move as it is reflective of facility costs. While a few schools have poorly structured leases they are working to improve or move away from, most of the schools impacting this measure have long-term loans that are not likely to change.

In addition to the seven measures below, the IPCSC also considers whether any school is in default of its financial obligations. During fiscal year 2021, two schools were in default: one with chronic late payments, and another in default of loan covenants. Both schools have taken action to address the issues.



Drilling Down

While high level information is useful in guiding the IPCSC toward its goal, it is important that our work is also useful at the school level. Below are a few examples of the charts each individual school might see on its annual performance report.

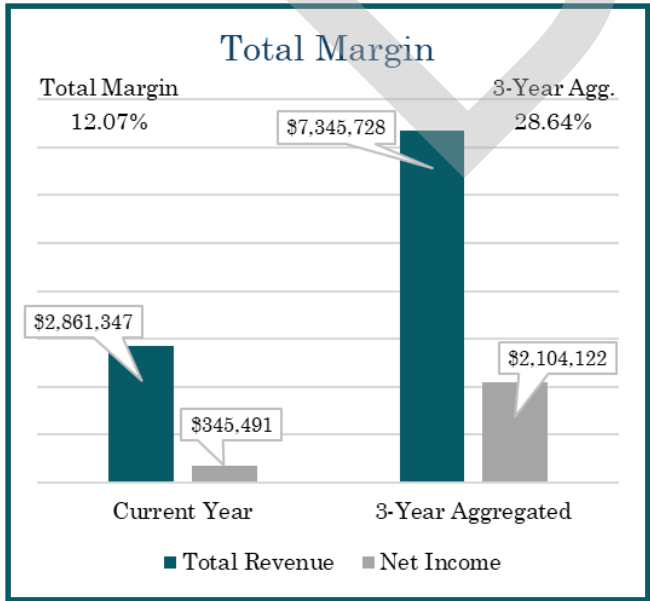
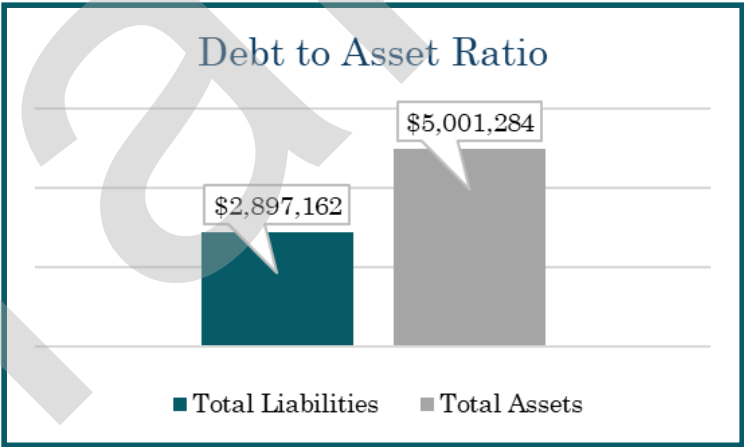


Why cash on hand matters: This measure estimates a school’s average daily cost of operations and considers the number of days a school could operate using only its available cash and investments.

A school with at least 60 days cash on hand would be able to meet its immediate financial obligations with available cash, buying the time it might take to access other assets. A school with less than 15 days cash on hand is in financial distress and is at risk of automatic closure.

Why debt to asset ratio matters: The Debt to Asset Ratio compares a school’s total liabilities to its total assets.

A school whose total liabilities are 90% or less of its total assets is likely to be able to repay all short-term debts and still manage to set its long-term affairs in order in a worst-case scenario. A school with more liabilities than assets would not be able to meet all its financial obligations in a worst-case scenario.



Why total margin matters: The Total Margin compares a school’s total revenue to its net income. A school with a positive total margin spent less than it brought in. That is, the school is living within its means and can plan for future purchases and investments.

An occasional negative total margin may indicate that a planned or necessary purchase has taken place. This is not necessarily a negative indicator. However, if the Total Margin is chronically negative or severe decreases appear, the school may be in financial distress. Aggregating this margin over three years helps identify long-term trends.

FAQ and Additional Resources

How are new petitions evaluated?

Statute outlines a 12-week process. The IPCSC provides guidance for applications and evaluations. The guidance document outlines the timeline and procedures for new applicants. The Standards of Quality describes what a high-quality response might look like in each category. This is the tool by which applications are evaluated.

[New Petitioner Guidance](#)

[Standards of Quality](#)

How are schools performing?

To serve the needs of schools, policy-makers and Idaho families, the IPCSC maintains a webpage for each school on which annual performance reports are accessible.

[Sample School Performance Report](#)

What is the renewal process?

Charter schools are approved for 5-year terms and must apply for renewal every 5 years. The renewal process was revised ahead of 2021 renewals to ensure alignment to statute. The guidance document outlines timelines and procedures. The performance framework describe the standards each school is expected to meet for a non-conditional renewal.

[Renewal Guidance](#)

[Performance Framework](#)

What are the IPCSC's plans?

The Commission's 5-year strategic plan outlines goals in communication, school achievement, and organizational growth.

[Strategic Plan](#)

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IPCSC

to **22828** to get started.



Message and data rates may apply.

VI. FINANCE COMMITTEE REPORT

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-5209A

BACKGROUND

The IPCSC maintains a standing finance committee to provide oversight for the agency's budget and strategic planning.

DISCUSSION

The Finance Committee met on 11/29/21 to review FY22 year-to-date reports. The cashflow report is included in these materials. The Committee also reviewed minor adjustments to the FY23 budget prior to its presentation to JFAC. Additionally, the Committee began discussing plans for FY24.

During the first half of FY22, the IPCSC's first year as an independent agency, several unforeseen technology purchases have become necessary. Director Thompson proposed shifting funds that will not be spent on trainings and travel (primarily due to the impact of the pandemic) to cover the cost of replacing outdated equipment with no impact to the total budgeted expenditures. The finance committee agrees with this approach.

To streamline minor budget amendments in the future, the finance committee is proposing an addition to internal policy that would more clearly define procedures. The proposed policy would grant the Director authority to make any budget adjustments that do not impact the bottom line of a Commission-approved budget. The proposed policy would also grant the Finance Committee authority to approve adjustments that pose a limited impact on the bottom line and require that all amendments over \$10,000 are Commission approved.

The draft policy is presented in these materials as a "first read" and will appear on the February agenda for formal consideration.

SPEAKER

Commissioner Van Orden, Finance Committee Chair

IMPACT

Information item only.

STAFF COMMENTS AND RECOMMENDATIONS

No comments or recommendations.

COMMISSION ACTION

No action.



IPCSC Policy Section IX - Personnel

Idaho Public Charter School Commission
304 North 8th Street, Room 242
Boise, Idaho 83702
Phone: (208)332-1561
pcsc@osbe.idaho.gov

Alan Reed, Chairman
Jenn Thompson

Adopted: 6/10/21

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Section IX – Personnel Policy

A. Employment Status

1. The IPCSC employs both classified and non-classified employees.
 - a. Classified Employee – means any person appointed to or holding a position subject to the provision of the merit examination, selection, retention, promotion, and dismissal requirements of the Idaho Division of Human Resources as provided under Chapter 53, Title 67, Idaho code.
 - b. Non-Classified Employee – any person appointed to or holding a non-classified position pursuant to section 67-5303(j), Idaho Code, and thus is not subject to the provision of Chapter 53, Title 67, Idaho Code. Non-Classified employees are at-will employees, and serve at the pleasure of the IPCSC Director.

B. Applicable Policy

1. All employees of IPCSC are governed by the Idaho State Board of Education's [Governing Policies and Procedures](#), as well as the applicable policies and procedures established by the Division of Financial Management, the State Controller, Board of Examiners, Division of Purchasing, Division of Human Resources, and the Idaho Technology Authority. State level policies take precedence in any case of conflict with IPCSC policy.

C. Attendance

1. Office hours are 8-5 Monday through Friday. The physical office must be manned and accessible to the public during these hours. Employees are expected to work eight (8) hours each day, excluding a thirty (30) minute lunch break. Breaks must be taken in-between work hours and may not be used to shorten the work day.
2. Individual arrival and departure times are flexible around meeting schedules, but must be approved by the IPCSC Director.
3. Employees working fewer than eight (8) hours in a workday must make arrangements to claim the appropriate leave.
4. IPCSC employees may work remotely one day per week on either Tuesday or Wednesday providing that the day is consistent each week and documented with the IPCSC Human Resources Officer. This privilege may be temporarily suspended at the discretion of the IPCSC Director and may be revoked if misused. Poor quality of work product or insufficient progress or availability may be cause for revocation. Attendance at a conference, meeting, or event that cannot be otherwise scheduled may be reason for temporary suspension.

5. No vacation leave will be approved on IPCSC meeting days.

D. Attire

1. Office attire is “business casual” on Monday through Thursday. Casual dress (i.e., jeans paired with business casual tops/footwear) is permissible on Fridays. However, casual dress is suspended while the Idaho Legislature is in session.
2. Nametags and business casual attire must be worn at all off-site meetings.

E. Communications

1. The IPCSC is subject to the Idaho Public Records Law, Idaho Code sections 74-101 through 74-126.
 - a. Idaho Public Records Law Manual:
<https://www.ag.idaho.gov/content/uploads/2018/04/PublicRecordsLaw.pdf>
2. Items that are considered public record include, but are not limited to email, text messages, electronic documents, hard copy documents, call logs, and social media posts.
3. All communication should be conducted in a manner appropriate for public release.
4. Employees are encouraged to use security features on personal social media accounts and to use discretion when making social media connections.

F. Data

1. The IPCSC is subject to the policies of the State Board of Education’s Data Management Council and the terms of the Data Security Agreement between the SBE and the IPCSC.
 - a. Data Management Council Policy: <https://boardofed.idaho.gov/board-facts/board-committees/data-management-council-dmc/>
 - b. The Data Security Agreement will be issued as a separate document.

G. Technology

1. The IPCSC is subject to the policies of the Idaho Technology Authority (ITA). ITA policy takes precedence in the case of any conflict with IPCSC policy.
 - a. ITA Policy: <https://ita.idaho.gov/resources/>
2. Use of a personal technology account (such as Google Drive or DropBox) to conduct IPCSC business is prohibited.
3. Employees may connect personally owned devices, such as cell phones or laptops, to the guest wireless network only. Employees may choose to use such devices to conduct IPCSC business in as much as that business can be conducted with

access to documents and information already published and available to the public without a public records request.

4. Should an employee choose to access IPCSC email or conduct business on a personal device, that device must meet specific security requirements and be subject to annual audits as specified in ITA Policy G540.

- a. ITA Policy G540: <https://ita.idaho.gov/psg/g540.pdf>

5. Employee use of State-owned information technology devices must be in compliance with ITA policy P1060.

- a. ITA Policy P1060: <https://ita.idaho.gov/psg/p1060.pdf>

6. Employee internet use on all devices connected to the State network will be monitored and must be in compliance with ITA policy P1050.

- a. ITA Policy P1050: <https://ita.idaho.gov/psg/p1050.pdf>

7. Employee use of State-provided email must be compliant with ITA policy P1040.

- a. ITA Policy P1040: <https://ita.idaho.gov/psg/p1040.pdf>

8. Disciplinary action may be taken for unauthorized use of a State-owned device, or for unauthorized internet or email usage.

H. Leave

1. All employees must record their work hours and make leave requests in I-Time.
2. Overtime work and work on recognized holidays are not generally required and should not be incurred without the advance written approval of the IPCSC Director.
3. Please notify the IPCSC Director of unexpected time off (i.e., sick day) via text message or phone call as soon as possible.
4. State-Recognized Holidays Observed by the IPCSC, including New Year's Day, Human Rights Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas Day.

I. Emergency Procedures

1. The IPCSC follows the Idaho guidelines for emergency procedures.
 - a. Emergency Action Plan: <https://cms.idaho.gov/wp-content/uploads/sites/92/2018/12/Emergency-Action-Plan-Booklet-Capitol->

2. Office evacuation routes are posted near office doorways.

J. Employee Evaluation

1. New employees will be evaluated after an initial six (6) months of service.
2. All employees will be evaluated annually in the spring.
3. Evaluations will consider the following:
 - a. the employee's performance of the primary responsibilities and duties of his/her position;
 - b. the employee's performance of any goals or conditions of employment previously established in writing; and
 - c. the employee's ability to perform assigned duties with respect to the core values of the Idaho State Board of Education and the IPCSC.
4. The evaluation process will include:
 - a. an opportunity for employees to conduct a self-evaluation;
 - b. a meeting with the IPCSC Director to discuss past performance and future goals; and
 - c. a final written evaluation, issued by the IPCSC Director, indicating an overall performance rating.
5. Final written evaluations must be signed by the employee and the IPCSC Director. The signed evaluation will be included in the employee's personnel file and a copy will be provided to the employee.
6. Employee evaluations will be used to inform decisions regarding retention, promotion, and merit salary increases. Evaluation ratings that result in findings of inadequate performance of duties or failure to perform duties constitute adequate cause for termination as set forth in Section II.L of the State Board of Education's policies.

K. Grievance

1. Resolution of Conflicts and Concerns
 - a. Employees are encouraged to address any concerns they have regarding their own employment or the actions of other employees promptly,

professionally, and at the source of the issue when practicable. In most cases, issues can be resolved with respectful and frank discussion.

- b. Should an employee have a concern that he/she believes the IPCSC Director can help solve or the nature of the issue is severe, the employee should bring the issue to the attention of the IPCSC Director.
- c. If the concern cannot be resolved at this level or if the subject is one the employee prefers to not discuss with the IPCSC Director, the employee should talk to the IPCSC Human Resources Officer.
- d. The IPCSC Human Resources Officer will counsel the employee objectively and, if necessary, arrange for other person(s), resources, or procedures to assist with resolution.

2. Grievance Procedures

- a. Should an employee wish to file a formal grievance, such may be submitted in writing to both the IPCSC Human Resources Officer and the IPCSC Director. A written grievance must include the following:
 - i. name of the employee;
 - ii. name of other person(s) involved (if applicable);
 - iii. description of the conflict or concern;
 - iv. date of incident(s) (if applicable); and
 - v. description of the means by which the employee has sought resolution prior to filing a formal grievance.
- b. The IPCSC Human Resources Officer and the IPCSC Director will arrange a meeting with the employee within seven (7) days of receipt of a written grievance to discuss the concerns, paths to resolution, and next steps.
- c. Should additional investigation be necessary, a follow-up meeting will be held within forty-five (45) days of receipt of a written grievance to discuss resolution and/or findings.

- 3. Human resource matters are not appealable to the IPCSC. Except as otherwise provided in Section II.F of the State Board of Education's policy, human resource matters are not appealable to the State Board of Education. IPCSC and State Board of Education policies for grievances and appeals must be exhausted before an employee may seek judicial review.

4. The IPCSC will make every effort to investigate and resolve human resource matters on a fair and equitable basis. This may involve seeking the aid of other resources and/or persons as appropriate.
5. No recrimination or retaliation will occur or result from an employee's utilization of this policy.

L. Sexual Harassment and Discrimination

1. The IPCSC is committed to providing a safe and congenial work environment for its employees. The definition of work environment shall include, but not exclusively, anywhere that employees are performing work duties, such as the office, any work site, or travel time to and from a work site. Sexual harassment or discrimination of an employee based on race, gender, national origin, age, color, religion, or disability is forbidden. These types of behaviors will not be tolerated by the IPCSC.
2. The sexual or other illegal or discriminatory harassment of any employee or customer of the IPCSC is prohibited by law and by the policy of the IPCSC. Employees are expected to refrain from conduct that may reasonably be considered offensive to others.
3. Offensive conduct may be written or oral. Offensive conduct includes, but is not limited to, the use of profanity, sexual comments or images, racial slurs, gender-specific comments, or any comments that would offend someone on the basis of age, race, gender, religious belief, national origin, or disability. All employees are expected to treat their co-workers with courtesy, respect and dignity.
4. The IPCSC will investigate and take remedial action whenever there is reason to believe that sexual or other illegal or discriminatory harassment are present. The prohibitions of harassing behavior apply to peer relationships, as well as to employment relationships of a superior or subordinate nature. Any employee who is made aware of an alleged incident of sexual or other harassment shall bring the matter to proper resolution by taking action in accordance with the procedures in this section.
5. Retaliating or discriminating against an employee for complaining about sexual harassment or other illegal discrimination is prohibited. Violation of this policy will result in disciplinary action up to and including dismissal.
6. The IPCSC recognizes that there is a difference between occasional compliments of a socially acceptable nature, and behavior that is not welcome, that is personally offensive, lowers morale, and interferes with work effectiveness. Unwelcome sexual advances, requests for sexual favors, unwelcome sexual epithets, innuendoes, advances, references, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a. Submission to such conduct is either explicitly or implicitly a term or condition of an individual's employment;
 - b. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- 7. No employee shall use the authority of their position or the circumstances of the work place to sexually harass others to:
 - a. Enhance or adversely affect any subordinate's employment status, terms, or conditions of employment;
 - b. Grant, recommend, or refuse to take any personnel action;
 - c. Take, or fail to take, a personnel action as a reprisal against an employee for rejecting or reporting sexual harassment; or
 - d. Unreasonably interfere with another individual's work performance or to create an intimidating, hostile, or offensive work environment.
- 8. Employees who believe that they are being subjected to illegal or prohibited sexual harassment or discrimination are encouraged to file written or verbal complaints with the IPCSC Director or Human Resources Officer. Employees, if they so desire, may also file a claim of illegal sexual harassment or discrimination with the Idaho Human Rights Commission (IHRC) and/or the U.S. Equal Employment Opportunity Commission (EEOC).
- 9. Applicants for employment may file discrimination complaints with the IPCSC Human Resources Officer, the IHRC, and/or the EEOC.
- 10. When an employee is made aware of an alleged incident of sexual harassment or discrimination, he/she shall take immediate action to bring the matter to the attention of the IPCSC Human Resources Office or the IPCSC Director.
- 11. The employee shall provide a statement of known facts to the IPCSC Human Resources Officer or the IPCSC Director. The employee shall not discuss the matter with co-workers and persons not directly responsible for investigating the matter.
- 12. Upon receipt of a complaint, a confidential investigation will be conducted. Based upon the information received in the investigation, the IPCSC Director will take immediate and appropriate corrective action.

13. In all cases, the complaint, the investigation, and the solution will be kept confidential to the maximum extent possible. Only those persons responsible for investigating and enforcing civil rights matters will have access to confidential information obtained under this procedure. An employee filing such a complaint should not discuss the matter with co-workers and persons not directly responsible for the investigation.

M. Budget Management

1. The IPCSC is subject to the applicable policies and procedures of Idaho's Division of Purchasing and Board of Examiners. Division of Purchasing and Board of Examiner's policies take precedence in the case of any conflict with IPCSC policy.
 - a. Division of Financial Management policies, rules, and deadlines: <https://dfm.idaho.gov/>
 - b. Board of examiner's policy: <https://www.sco.idaho.gov/LivePages/policies-menu.aspx>
2. Budget Setting
 - a. The IPCSC will establish the budget for any given fiscal year at least 14 months prior to the start of the fiscal year to which the budget refers.
 - b. The Commission-approved budget will be submitted to the State Board of Education at least thirteen (13) months prior to the start of the fiscal year to which the budget refers.
 - c. The State Board of Education will submit the IPCSC's budget to the Division of Financial Management the August prior to the start of the fiscal year to which the budget refers.
 - d. The IPCSC's budget is considered finalized upon the completion of any final changes requested by the Division of Financial Management and no later than the November 1st prior to the start of the fiscal year to which the budget refers.
3. Budget Amendments
 - e. The IPCSC Director retains the authority to reallocate line items within the budget, and in accordance with the Division of Financial Management, Division of Purchasing, and Board of Examiner's policies and procedures, providing that the change does not increase the total approved expenditures. In such a case, the change will be presented to the IPCSC's Finance Committee at its next scheduled meeting.
 - f. Should an unplanned expenditure arise that requires funds in excess of the Commission-approved total expenditures, and the total additional draw on the Commission's dedicated fund is less than \$10,000 over the

course of the fiscal year, the IPCSC's Finance Committee may approve the expenditure. In such a case, the amended budget will be presented to the Commission at the next regularly scheduled meeting.

- g. Should an unplanned expenditure arise that requires funds in excess of the Commission-approved total expenditures, and the total additional draw is greater than \$10,000 over the course of the fiscal year, the budget amendment must be approved by the Commission prior to the expenditure.
- h. Should the IPCSC Director determine that supplemental funding must be requested from the Legislature, the Commission must approve the request and the State Board of Education must be notified prior to the request being made.

N. Purchasing

1. The IPCSC is subject to the applicable policies and procedures of Idaho's Division of Purchasing and Board of Examiners. Division of Purchasing and Board of Examiner's policies take precedence in the case of any conflict with IPCSC policy.
 - a. Division of purchasing policy: <https://purchasing.idaho.gov/governing-laws-and-policies/>
 - b. Board of examiner's policy: <https://www.sco.idaho.gov/LivePages/policies-menu.aspx>
2. Requesting a Purchase
 - a. All purchases must be requested via a requisition form and authorized by signature of the IPCSC Financial Program Manager and the IPCSC Director prior to the obligation of funds.
 - b. Any employee who makes a purchase without pre-approval does so at his/her own risk.
 - c. The IPCSC may deny payment or reimbursement of any purchase that did not receive prior written approval.
3. Accounts Payable
 - a. Payments will be made only on an authorized purchase requisition, travel authorization, memorandum of understanding (MOU), and fully executed contracts.

- b. The IPCSC Financial Program Manager will issues all payments unless the approved request specifically states that purchase will be made by another employee via P-Card or reimbursement.
- c. The IPCSC Financial Program Manager will reconcile all employee P-Card statements against any invoices, and approve purchase requisitions on a monthly basis.

4. Accounts Receivable

- a. The IPCSC Financial Program Manager maintains responsibility for the receipt of all supplies and orders of tangible goods, and will confirm that all purchased items are received prior to releasing the supplies or goods for use by IPCSC employees.
- b. Documentation of receipt of goods will be maintained as a record. The IPCSC Financial Program Manager will notify the vendor of any incorrect, missing, or damaged items and will manage any necessary returns.

5. Procurement

- a. The IPCSC is subject to the Idaho Division of Purchasing's procurement policies and procedures.
 - i. Idaho Division of Purchasing Policies:
<https://purchasing.idaho.gov/governing-laws-and-policies/>
- b. All purchases of property and services not available on statewide contracts and over \$10,000 require a minimum of three (3) competitive solicitations from vendors with a significant Idaho economic presence and require, when possible, the anticipated acquisition to be publicly posted. These solicitations can be written, oral, electronic, telephonic, or facsimile.
- c. Purchases over \$100,000 generally require a formal Invitation to Bid or Request for Proposal and are processed through the Division of Purchasing. Purchases of property that cost less than \$10,000 do not require the solicitation of bids but should follow good business practice and be in the best interest of the state.
- d. Professional, consultant, and information technology services that cost \$100,000 or less and not exceeding one (1) year may be acquired without competitive bidding in accordance with good business practice and in the best interests of the state.
- e. Statewide Contracts are for items or services that are used by the majority of state agencies. They include such items as paper, office

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supplies, photocopiers, furniture, and information technology (computers, telephones, and programming services). Statewide contracts are available on the Idaho purchasing web site. Most statewide contracts are mandatory use, meaning that they must be used by agencies purchasing the specific product or service.

6. Recurring Payments

- a. Payments that recur on a regular schedule do not need a purchase requisition for each payment. At the beginning of each fiscal year, a purchase requisition will be prepared describing the payments and schedule. Should a service for which a recurring payment exists be cancelled, the IPCSC Financial Program Manager must be notified.

7. Contract/Memorandum of Understanding (MOU)

- a. Contracts or MOUs must be approved by the IPCSC Director prior to obtaining any required signatures. Should a contract or MOU be terminated, the IPCSC Financial Program Manager must be notified.

8. Meals and Refreshment Purchases

- a. Refreshments may be purchased for a meeting sponsored by the IPCSC only if the meeting is for business purposes, the meeting is mandatory, has a duration of three (3) hours or more, and there are five (5) or more attendees.
- b. The cost for refreshments cannot exceed the partial day per diem allowance for breakfast as established by the State Board of Examiners, including tips, gratuities, services fee, or any other fee added by the vendor.
- c. Meals may be purchased for a meeting sponsored by the IPCSC only if the meeting is for business purposes, the meeting is mandatory, the meeting has a duration of six (6) hours or more, and there are five (5) or more attendees. The cost per attendee cannot exceed the partial day per diem allowance for the period of the meal (i.e. breakfast, lunch, or dinner) as established by the State Board of Examiners, including tips, gratuities, service fees, or any other fee added by the vendor.
- d. Location or scheduling conflicts are not sufficient grounds for a meal recess. Routine employee meetings, staff meetings, and social gatherings do not qualify for refreshment or meal costs.

O. Cash Receipt

1. The IPCSC is subject to the Fiscal Policies established by State Controller's Office (SCO).

- a. SCO Fiscal Policies: <https://www.sco.idaho.gov/LivePages/fiscal-policies-credit-collections-and-bad-debts.aspx>
2. IPCSC Staff shall follow the receipt of authorizer fee administrative procedures as outlined below:
 - a. Payments will be accepted by mail service only.
 - b. All documents in each parcel received will be scanned to the appropriate folder and logged by office support personnel.
 - c. The Financial Program Manager will verify the documents received against the log prior to processing the payment.
 - d. If payment is incorrect or receipts justifying a discount are not present, the Finance Manager will inform resolve the issue with the school's business manager.
 - e. All payments must be processed within 48 hours of receipt.

P. Travel

1. The IPCSC is subject to the policies and procedures of Idaho's Division of Purchasing Board of Examiners. Division of Purchasing and Board of Examiner's policies take precedence in the case of any conflict with IPCSC policy.
 - a. Division of purchasing policy: <https://purchasing.idaho.gov/governing-laws-and-policies/>
 - b. Board of examiner's policy: <https://www.sco.idaho.gov/LivePages/policies-menu.aspx>
2. Travel Eligibility
 - a. IPCSC employees and commissioners may be required to travel in and out of the state of Idaho for business-related purposes such as school site visits or conferences. Employee and commissioner travel must be requested via a travel authorization form and authorized by signature of the IPCSC Financial Program Manager and the IPCSC Director prior to the obligation of funds.
 - b. Travel reimbursements may only be made if the travel is specifically identified in an executed contract or MOU. In such cases, a travel authorization form must be submitted no more than sixty (60) calendar days prior to costs being incurred.
3. Travelers with Disabilities
 - a. Employees with disabilities are allowed payments of certain additional travel expenses to accommodate their disabilities such as, but not limited to, subsistence and transportation of an attendant when the employee

requires assistance, cost of specialized transportation, or increased cost of specialized services for public carriers or special baggage handling.

4. Economic Travel

- a. All travel must be accomplished in the most economical and practical manner overall, taking into account time, expense and office responsibilities, as well as safety.

5. Changes and Cancellations

- a. Changes or cancellations may be made due to circumstances outside of the traveler's control, such as changes to a conference schedule, emergency situations, or if the needs of the IPCSC office require a change.
- b. In such cases, the IPCSC Director must be notified as soon as possible. The IPCSC will only incur the additional cost of such changes upon the approval of the IPCSC Director.

6. Lodging

- a. Whenever possible, lodging will be secured in a hotel with a direct bill option. If a direct bill option is not available, the standard government room rate will be payable by P-Card at the time the room is reserved.
- b. Ancillary lodging costs, such as room service, are not reimbursable.

7. Air Travel

- a. Airfare should be purchased at the earliest opportunity and may be purchased via P-Card as soon as the travel requisition is approved.
- b. The cost for commercial airfare shall be limited to the lowest available class of passage rate, such as "coach" or similar classification that allows for carry-on luggage.
- c. Airfare at other classes and seat selection or other upgrade fees are not allowed unless emergency circumstances can be documented. In such cases, the IPCSC Director must be notified as soon as possible. The IPCSC will only incur the additional cost upon the approval of the IPCSC Director.
- d. Baggage fees charged by commercial airlines are allowable and are not to exceed one checked bag and one carry-on bag per departure unless additional baggage costs are necessary and approved in advance.

8. Rental Car

- a. Whenever possible, rental cars will be secured with a direct bill option. Arrangements will be made by the IPCSC Administrative Assistant.

9. Mileage

- a. Should travel by privately-owned vehicle be approved as part of the travel requisition, the state of Idaho mileage rate (subject to change by the State Board of Examiners) is reimbursable.
- b. Mileage for approved travel is reimbursed round-trip from the employee's home and the most direct and/or efficient route shall be documented as part of the requisition.
- c. Any privately-owned vehicle used for state business must have current liability insurance.

10. Parking

- a. Reasonable parking costs may be paid via P-Card or a reimbursement request may be submitted. Parking costs are allowable for the duration of IPCSC related business only. A receipt is required.

11. Public Transportation

- a. Reasonable charges for ground transportation costs necessary to conduct IPCSC business, such as taxis or public transit to and from the airport, are allowable.
- b. Payment may be made via P-card or a reimbursement request may be submitted.
- c. Receipts are required when possible.
- d. Tips must be paid out of Per Diem allowances, not via P-Card.

12. Per Diem

- a. Per Diem, issued as a reimbursement, is expected to cover meals, gratuities, and tips. The Board of Examiners establishes the maximum reimbursable allowance. Per Diem is requested as part of the travel authorization form, and is based upon a daily rate, prorated for partial days.
- b. Partial days consider the time of day the traveler left from or returned to their home. Upon completion of the travel, the approved per diem is paid directly to the traveler. Receipts are not required.

- c. Currently the maximum reimbursable rate is \$49.00 per day. In-state partial-day per diem rates: Breakfast \$12.25 (Depart home station 7:00 am or before); Lunch \$17.15 (Depart 11:00 am or before, return 2:00 pm or after); Dinner \$26.95 (Depart before 5:00 pm, return after 7:00 pm)
- d. Out-of-state per diem rates are aligned to federal rates as published by the [U.S. General Services Administration](#). Partial-day reimbursement will be based on the same percentages allowed for in-state travel.

13. Expenses Not Allowable

- a. The following expenses are not eligible for reimbursement:
 - i. Expenses of a personal nature incurred for the convenience of the traveler including travel by indirect routes, stop-overs for personal reasons, or leaving early or returning late.
 - ii. Expenses for regular travel between home and office or travel for purposes unrelated to IPCSC business.
 - iii. Expenses for meals if the meal is provided as part of a training session or meeting.
 - iv. Expenses incurred at a hotel beyond the pre-arranged room cost, such as room service.
 - v. Expenses for airline convenience, such as purchased snacks or movies.
 - vi. Entertainment costs are not allowable.

Q. Drug-Free Workplace

- 1. The IPCSC is subject to Idaho's Alcohol and Drug-Free Workplace Policy.
- 2. The consumption of alcohol on the job is prohibited. Employees may not work if their performance is impaired by the use of alcohol.
- 3. The unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited, and if occurring on State property or during an employee's hours of work, demands immediate corrective action.
- 4. Violations of the Idaho Alcohol and Drug-Free Workplace Policy will be cause for management intervention and may result in referral to treatment, including participation in the Employee Assistance Program.
- 5. The IPCSC shall direct its efforts toward rehabilitation whenever reasonable.

6. Any intervention steps taken upon a violation of the Idaho Alcohol and Drug-Free Workplace Policy must be consistent with all due process requirements and other constitutional rights of state employees.
7. Any intervention steps taken because of a violation of the Idaho Alcohol and Drug-Free Workplace Policy, including a referral for treatment, counseling or rehabilitation programs, shall include procedures to protect the confidentiality of treatment records as well as the employee's identity.
8. In the event that an alcohol or drug problem is identified in any agency or classification, it shall report that to the Division of Human Resources who may implement a recovery program that may include alcohol or drug testing for employees in safety-sensitive classifications where such a problem has been documented.
9. Where federal laws or regulations require the State to implement more stringent regulations than those contained in this policy, those federal regulations and procedures supersede and/or augment this policy.

R. Compensation

1. The IPCSC shall comply with the Division of Human Resource's statewide policy regarding employee compensation, pay increases, and bonuses.
 - a. DHR Statewide Policy Section 1: Employee Compensation
<https://dhr.idaho.gov/statutes-rules-and-policies/>
2. The IPCSC does not maintain an agency-specific shift differential plan and shall comply with the following shift differential regulations as established by the DHR:
 - a. Shift differential eligibility is determined on a bi-weekly basis. Employees deemed eligible for shift differential in a particular week shall be paid that differential for all hours payable that week, including holiday pay, overtime, and leave taken.
 - b. Executive employees are ineligible for shift differential compensation.
 - c. Eligibility for Regular Work Schedules. An employee who has fifty percent (50%) or more of assigned hours in a workweek occurring between 6:00 p.m. and 7:00 a.m. is eligible to earn shift differential for the entire week. Leave hours taken shall be regarded as having been assigned during the same hours that the employee would normally have worked.
 - d. Eligibility for Irregular Work Schedules. An employee whose primary responsibility is to work in place of an absent employee and whose

assigned schedule varies from nights, days, and swing shall be eligible for shift differential compensation for all hours worked.

- e. Differential Amount. Shift differential compensation shall be paid to eligible employees at a rate of five percent (5%).