

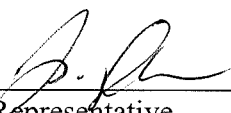
**CONSENT AGREEMENT  
ACCEPTING DIRECTOR'S RECOMMENDATION**

This Consent Agreement ("Agreement") is entered into between the Director of the Idaho Public Charter School Commission ("Director") and IDAHO STEM ACADEMY, dba BINGHAM ACADEMY ("BINGHAM ACADEMY"). BINGHAM ACADEMY understands, acknowledges, and agrees to the following:

1. On behalf of BINGHAM ACADEMY, the undersigned authorized representative acknowledges the receipt of the Notice and Acknowledgment of Commission Director's Recommendation for Renewal of Charter with Conditions, dated November 15, 2021 ("Notice").
2. BINGHAM ACADEMY understands and acknowledges the recommendation of the Director, and agrees to accept the conditions as proposed in the Notice and restated below:
  - a. Condition 1: BINGHAM ACADEMY must have a positive year-end fund balance at the end of each fiscal year of the renewed performance certificate term. This condition is based on BINGHAM ACADEMY meeting and maintaining the fund balance necessary for removal of the Notification of Fiscal Concern under which it currently operates. This condition will be evaluated on November 1st of each year of the renewed term and will be based on the financial data reported in BINGHAM ACADEMY's independent financial audit report submitted annually to the Commission.
  - b. Condition 2: BINGHAM ACADEMY must either have a minimum of sixty (60) days of cash on hand or between thirty (30) and sixty (60) days cash on hand with a positive one-year trend at the end of each fiscal year of the renewed performance certificate term. This condition is based on BINGHAM ACADEMY meeting and maintaining the number of days' cash on hand necessary for removal of the Notification of Fiscal Concern under which the school currently operates. This condition will be evaluated on November 1st of each year of the renewed term using the calculation identified in the "cash on hand" measure of the Commission's performance framework, and will be based on the financial data reported in Bingham Academy's independent financial audit report submitted annually to the Commission.
3. BINGHAM ACADEMY understands and acknowledges that the Director's recommendation will be presented to the Idaho Public Charter School Commission ("Commission"). BINGHAM ACADEMY further understands and acknowledges that the Commission is under no obligation to agree with the Director's recommendation, and is under no obligation to adopt this Agreement.
4. BINGHAM ACADEMY understands and acknowledges that if the Commission approves the renewal of BINGHAM ACADEMY's charter, the Commission and BINGHAM ACADEMY shall negotiate the terms of and execute a new performance certificate, as defined in Idaho Code section 33-5202A(6), by June 30, 2022.

5. On behalf of BINGHAM ACADEMY, the undersigned authorized representative understands and acknowledges that by accepting the Director's recommendation as proposed in the Notice and entering into this Agreement, BINGHAM ACADEMY is freely and voluntarily waiving certain rights provided by the Idaho Administrative Procedure Act and the laws and rules governing public charter schools in Idaho. These rights include: a full and complete administrative hearing; the right to present evidence or to call witnesses; the right to confront and cross-examine witnesses; the right to reconsideration; the right to appeal this matter to district court; and any other rights provided by the aforementioned laws and rules governing public charter schools in the state of Idaho.

The undersigned authorized representative, on behalf of BINGHAM ACADEMY, and the Director have caused this Agreement to be executed on the date written below, or if signed on different dates, on the later of the two dates written below.

  
\_\_\_\_\_  
Authorized Representative  
Board Chair/President  
Idaho STEM Academy, dba Bingham Academy

11/30/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Jenn Thompson  
Director  
Idaho Public Charter School Commission

\_\_\_\_\_  
Date