



IPCSC Regular Meeting

Idaho Public Charter School Commission

Aug 25, 2022 9:00 AM - 3:00 PM MDT

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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 June 9, 2022 as presented; or

A motion to approve the meeting minutes for June 9, 2022 with the following amendments: [state specific amendments].

IDAHO PUBLIC CHARTER SCHOOL COMMISSION REGULAR MEETING AGENDA

Date: Thursday, August 25, 2022
Start Time: 9:00 A.M., MST

Physical Location: Joe R. Williams Building, 1st Floor, West Conference Room
700 W. State Street, Boise, ID

Remote/Public Access via YouTube Livestream:
<https://www.youtube.com/channel/UChV-TDWV4fvl-UoozmMeoPA>

I. COMMISSION WORK (Action Item)

- A. Agenda Review / Approval
- B. Minutes Review / Approval

II. PUBLIC COMMENT

Public comment will be limited to three minutes per person. Please see IPCSC policy for more information

III. DIRECTOR'S REPORT

IV. CONSIDERATION OF NEW CHARTER SCHOOL PETITION (Action Item)

- A. Virtual Preparatory Academy of Idaho

V. NOTIFICATION OF FISCAL CONCERN (Action Item)

- A. Monticello Montessori Charter School

VI. ANNUAL PERFORMANCE REPORT REVIEW

- A. Monticello Montessori Charter School
- B. Project Impact STEM Academy
- C. Peace Valley Charter School
- D. Rolling Hills Public Charter School
- E. North Idaho STEM Academy
- F. Legacy Charter School
- G. North Valley Academy

VII. CONSIDERATION OF DIRECTOR'S COMPENSATION (Action Item)

**MEETING MINUTES
IDAHO PUBLIC CHARTER SCHOOL COMMISSION**

June 9, 2022
Joe R. Williams Building, West Conference Room
700 W. State St.
Boise, ID 83702

This meeting was called to order by Chairman Reed on June 9, 2022 at 9:00 a.m.

Alan Reed – Present
Sherrilynn Bair – Present
Nils Peterson – Present
Brian Scigliano – Present via Zoom
Wanda Quinn – Present via Zoom
Dean Fisher – Present via Zoom
Julie VanOrden – Present via Zoom, excused at 10:27 a.m.

I: COMMISSION WORK

A. Agenda Review/Approval

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

B. Minutes Review/Approval

M/S (Quinn/Scigliano) Motion to approve the April 14, 2022 minutes as presented. *The motion passed unanimously.*

II: PUBLIC COMMENT

No public comment was offered.

III: PRE-OPENING UPDATE

IPCSC Program Manager, Jared Dawson, provided Commissioners with an update on the pre-opening status of Gem Prep Meridian South, Elevate Academy North, Elevate Academy Nampa, and Mountain Community School, all of which have been approved to begin operations in the fall of 2022. All schools are on-track to open on time. No action.

IV: DIRECTOR'S REPORT

Director Thompson shared updates on the IPCSC's new office location and staffing efforts, ongoing staff operations, and upcoming events. No action.

V. CONSIDERATION OF AMENDMENTS

The IPCSC was presented with requests to amend two performance certificates.

- A. Project Impact STEM Academy requested an amendment to its charter and performance certificate that would adjust its primary attendance area. The school's original primary attendance area aligned with the Kuna School District, the requested change would incorporate a small area of West Ada School District. Director Thompson verified that the West Ada School District was informed of the amendment with 30 days' notice and did not indicate any concerns.

Chairman Reed invited representatives of the school to address the Commission. Theresa Fleming, board chair and Jill Hettinger, Administrator, addressed the Commission with an offer to answer questions. Commissioners did not have additional questions.

M/S (Fisher/Peterson) Motion to approve the performance certificate amendment for Project Impact STEM Academy as presented. *The motion passed unanimously.*

- B. Cardinal Academy requested an amendment to its charter and performance certificate that would allow the school to implement a change from a traditionally structured administration to an outsourced management services structure through a professional services agreement between Cardinal Academy and Elevate Academy Foundation.

Written comment regarding this agenda item was received by the IPCSC office on June 8, 2022 and was read into the record. The letter, submitted by Dan Skinner, General Counsel for Boise School District, stated the district's opposition of Cardinal Academy's revision request. The meeting materials were subsequently amended to include the letter.

Chairman Reed invited representatives of the school to address the Commission. Patricia Kempthorne, board chair, and board directors Cathie Olschanowski, Brady Watkins, and Jason Hudson addressed the Commission with an explanation of their request and offered to answer questions. Ms. Kempthorne brought hard copies of additional documentation to share with the Commission; however, these were not passed out or otherwise presented to commissioners and Chairman Reed did not accept them into the record.

Director Thompson provided a brief introduction to the request and read the written comment. Commissioners engaged in discussion with the Cardinal Academy board representatives for approximately 35 minutes before moving into final deliberations and making a motion.

M/S (Quinn/Scigliano) Motion to deny the performance certificate amendment for Cardinal Academy as presented. *The motion passed unanimously.*

A final order stating the reasons for the denial was delivered to the board chair on June 17, 2022. The video recording of this meeting will be retained by the IPCSC.

VI. NOTIFICATIONS OF FISCAL CONCERN

The IPCSC reviewed three notifications of fiscal concerns.

M/S (Peterson/Fisher) Motion to lift the notification of fiscal concern for Bingham Academy as of June 30, 2022. *The motion passed unanimously.*

M/S (Scigliano/Peterson) Motion to lift the notification of fiscal concern for Peace Valley Charter School as of June 30, 2022. *The motion passed unanimously.*

M/S (Peterson/Quinn) Motion to maintain the notification of fiscal concern for The Village Leadership Academy through fiscal year 2023. *The motion passed unanimously.*

VII. ANNUAL REPORT REVIEW

IPCSC Program Manager, Melissa-Jo Rivera provided Commissioners with an overview of FY21 annual reports for the following schools: Falcon Ridge Public Charter School, Future Public School, Gem Prep Meridian, Heritage Community Charter School, Idaho Science and Technology Charter School. No action.

VIII. FINANCE COMMITTEE UPDATE

A Finance Committee meeting was held on April 22, 2022 to discuss minor adjustment to the FY24 budget line item requests that were approved by the IPCSC on April 14, 2022 as requested by the Division of Financial Management. Director Thompson provided the update. No action.

ADJOURNMENT

M/S (Peterson/Bair) Motion to adjourn. *The motion passed unanimously; the meeting adjourned at 10:55 a.m.*

II. PUBLIC COMMENT

A. Live Comment

1. Members of the public may address the IPCSC during this meeting.
2. Members of the public are asked to indicate the topic they wish to address on the sign-in sheet prior to the start of the meeting.
3. 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.
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.

III. DIRECTOR'S REPORT

APPLICABLE STATUTE, RULE, OR POLICY

NA

BACKGROUND

The IPCSC 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

1. Charter rule
2. Budget status
3. Committee scheduling
4. Stakeholder feedback

SPEAKER

IPCSC Director, Jenn Thompson

IMPACT

Information item only.

STAFF COMMENTS AND RECOMMENDATIONS

No comments or recommendations.

COMMISSION ACTION

No action.



Executive Department
State of Idaho

State Capitol
Boise

EXECUTIVE DEPARTMENT
STATE OF IDAHO
BOISE

EXECUTIVE ORDER NO. 2020-01

ZERO-BASED REGULATION

WHEREAS, excessive regulation at all levels of government can impose high costs on businesses, inhibit job growth, and impede private sector investment; and

WHEREAS, Governor Little issued Executive Order No. 2019-02, the Red Tape Reduction Act, with a goal of identifying and eliminating costly, ineffective, and outdated regulations; and

WHEREAS, the Governor's efforts to eliminate regulations were augmented by the expiration of all administrative rules in 2019 pursuant to Section 67-5292, Idaho Code, creating an impetus for quicker action by state agencies; and

WHEREAS, this effort changed the dynamic for agencies. Previously, each rule the agency wanted to eliminate had to be justified as a new rulemaking action; however, in 2019, every regulation that agencies wanted to keep had to be justified, changing the burden of proof and combatting bureaucratic inertia; and

WHEREAS, Idaho state agencies did a tremendous job of embracing this opportunity, holding more than 150 public meetings and making significant progress toward regulatory reform; and

WHEREAS, the new process proved to be successful, leading to historic regulatory reform with 75-percent of all rules cut or simplified in less than one year. The effort led to the elimination of 250 rule chapters, 1,804 pages of regulations, and close to 31,000 restrictions. For every new rule chapter added, 83 were eliminated, and Idaho become the least regulated state in the country; and

WHEREAS, the collaboration between the executive and legislative branches was unprecedented and enabled this success; and

WHEREAS, the proven success of this new process should be institutionalized to prevent the accumulation of costly, ineffective, and outdated regulations over time; and

WHEREAS, there is an opportunity to pair this process with a more thorough retrospective review of the cost and benefit of each rule, if agencies are provided adequate lead time; and

WHEREAS, given the volume of rulemaking in 2019, there is a need to provide businesses with certainty in the regulatory environment.

NOW, THEREFORE, I, Brad Little, Governor of the State of Idaho, by virtue of the authority vested in me by the Constitution and laws of this state, do hereby order that:

- 1. Executive Order No, 2019-02, the Red Tape Reduction Act, is hereby repealed and replaced with the Zero-Based Regulation process specified in this Executive Order.*

Ongoing Review Process for Existing Rules

- 2. Each rule chapter effective on June 30, 2020, shall be reviewed by the agency that promulgated the rule according to a schedule established by the Division of Financial Management (DFM) as follows:*
 - a. All rule chapters, excluding those issued by Constitutional officers, shall be reviewed and, if applicable, be promulgated as specified in this Executive Order no later than sine die in 2026;*
 - b. The agency review schedule shall be staggered across agencies and within agencies if the agency has five (5) or more rule chapters. DFM shall ensure the volume of rules that are reviewed by the agencies in any given year is such that the public can engage and provide meaningful input in any individual rulemaking, with approximately twenty percent (20-percent) of rule chapters subject to review each year; and*
 - c. The agency review schedule shall be posted on the website of the office of administrative rules coordinator no later than October 1, 2020, and a date for agency review shall be published on the cover sheet of each individual rule chapter.*
- 3. Prior to the agency review date established by DFM, each agency must publish a notice of proposed rulemaking in accordance with the provisions of the Idaho Administrative Procedure Act, Chapter 52, Title 67, Idaho Code to repeal the existing rule chapter. The agency must finalize the chapter repeal as a pending rule for legislative review during the legislative session that coincides with the agency review date.*
- 4. An agency wishing to renew a rule chapter beyond the agency review date must promulgate a new rule in accordance with the provisions of the Idaho Administrative Procedure Act, Chapter 52, Title 67, Idaho Code:*
 - a. The agency must perform a retrospective analysis of the rule chapter to determine whether the benefits the rule intended to achieve are being realized, whether those benefits justify the costs of the rule, and whether there are less-restrictive alternatives to accomplish the benefits. This analysis should be guided by the legislative intent articulated in the statute or act giving the agency the authority to promulgate the rule.*
 - i. DFM shall develop a standardized process for the required retrospective analysis. Any such forms shall be posted on the website of the office of administrative rules coordinator no later than October 1, 2020.*

- ii. *Agencies should start the new rulemaking from a zero-base, and not seek to simply reauthorize their existing rule chapter without a critical and comprehensive review. Agencies must use the retrospective analysis to guide which regulations, if any, should be re-promulgated in order to carry out the legislative intent articulated in the statute or act giving the agency the authority to promulgate the rule.*
- b. *The agency must publish a notice of intent to promulgate rules and hold, at a minimum, two public hearings that are designed to maximize public participation in the rulemaking process. A copy of the retrospective analysis must be published on the agency's website prior to the public hearings.*
- c. *The new rule chapter that the agency finalizes must reduce the overall regulatory burden, or remain neutral, as compared to the previous rule chapter.*

Process for New or Amended Rules

5. *For the current year, there is a moratorium on rulemaking in order to create a more stable regulatory environment and provide businesses with certainty following the significant rulemaking volume undertaken in 2019. State agencies shall not conduct any new rulemaking action from the date of this Executive Order through December 31, 2020, unless all the following conditions apply or unless waived by the Office of the Governor:*
 - a. *The rulemaking is narrowly-tailored to achieve one or more of the following objectives:*
 - i. *To reduce or remove a regulatory burden;*
 - ii. *To remove obsolete, outdated, or unnecessary regulations;*
 - iii. *To advance the objectives of the Licensing Freedom Act;*
 - iv. *To comply with a new statutory requirement or court order; or*
 - v. *To prevent a substantiated and well-documented threat to public health, peace, or safety.*
 - b. *At least one existing rule is repealed or significantly simplified in conjunction with the new or amended rule so that the net regulatory burden is decreased or neutral. Upon approval from the Office of the Governor, this condition will not apply if the rulemaking is mandated by new federal or state law or by court order;*
 - c. *At least one public hearing is conducted;*
 - d. *The agency completes a prospective analysis of the new or amended rule, using a standardized form developed by DFM.*
 - i. *Any such forms shall be posted on the website of the office of administrative rules coordinator no later than June 1, 2020.*
 - ii. *A copy of the prospective analysis must be published on the agency's website prior to the negotiated rulemaking session.*
6. *All proposed amendments to an existing chapter must be contained within a single rulemaking docket.*
7. *If the new rulemaking action results in a new chapter, it shall be reviewed by sine die five (5) years from when the rule becomes final.*

- a. *The rules coordinator shall publish the agency review date on the cover sheet of each individual rule chapter.*
8. *Temporary rules shall be limited to those that are intended to avoid an immediate danger or are required to meet a specific deadline specified in statute or a court order.*
9. *Beginning January 1, 2021, state agencies shall, to the extent practicable, only amend rules in conjunction with the renewal of a rule chapter as specified in item 4 of this Executive Order.*



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Idaho in Boise on this 16th day of January in the year of our Lord two thousand and twenty and of the Independence of the United States of America the two hundred forty-fourth and of the Statehood of Idaho the one hundred thirtieth.

A handwritten signature in blue ink, appearing to read "Brad Little".

BRAD LITTLE
GOVERNOR

A handwritten signature in black ink, appearing to read "Lawrence Denney".

LAWRENCE DENNEY
SECRETARY OF STATE

IV. CONSIDERATION OF NEW CHARTER SCHOOL PETITION

SUBJECT

Virtual Preparatory Academy of Idaho – New Charter School Petition

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.

This petition has been submitted on multiple occasions. The petition was submitted and subsequently denied by the IPCSC in December of 2021, due, in part, to the fact that two (2) of the three (3) board directors resigned and were replaced between the final evaluation report and the hearing.

The petition was resubmitted in the spring of 2022, and is before the IPCSC today. The governing board has been stable through this petition cycle.

Petitions are submitted in accordance with the application process established by the State Board of Education as defined in IDAPA 08.02.04.200. The petition evaluation process takes place over a 12-week timeline that provides opportunity for feedback and revisions before final submission. All petitions are evaluated against the IPCSC's established Standards of Quality which are defined in the agency's "Guidance for New Charter Petitions" document, found online at:

<https://chartercommission.idaho.gov/resources/guidance-new-charter-petitions/>

DISCUSSION

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

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 resubmit after a 90-day waiting period, appeal to the denial decision to the State Superintendent of Public Instruction, or they could decide not to proceed further.

STAFF COMMENTS AND RECOMMENDATIONS

The new charter school petition for Virtual Preparatory Academy of Idaho presents a high risk to taxpayer investment. Staff recommends that the IPCSC deny the new charter school petition for Virtual Preparatory Academy of Idaho on any of the following grounds based on information presented in the petition and the petition evaluation report:

- a. The petition appears to present a charter school that would effectively be operated by a for-profit entity which is prohibited by 33-5203(4), Idaho Code.
- b. Performance data for all other schools operated by this educational services provider fall below the academic performance benchmark necessary to earn an unconditional charter renewal, and no evidence or research was provided indicating that this particular school is likely to perform differently (33-5209B(9), Idaho Code).
- c. The petition does not provide a detailed description of how and why the educational services provider was selected (IDAPA 08.02.04.202.06.c.iv). Specifically, the governing board has not researched the organization, reviewed the draft contracts, reviewed the petition in detail, or evaluated the proposed costs for services presented in the petition.
- d. The proposed charter holder (i.e. the governing board) has not secured independent legal counsel to assist in protecting taxpayer interests in the charter holder's intended engagement with an educational services provider (33-5206(12)(g), Idaho Code).
- e. The petition presents an unsustainable financial plan that does not effectively describe how the school's finances will be managed and monitored (IDAPA 08.02.04.202.03.b). Specifically, the school's operations are reliant on debt and fee waivers, the petition presents a poor system of internal controls, and the costs of services are high.

COMMISSION ACTION

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

OR

A motion to approve the Virtual Preparatory Academy of Idaho new charter school petition with the following conditions: [state specific conditions, including due dates];

OR

Based on information presented in the petition, the petition evaluation report, and representations made by petitioners during this petition hearing, a motion to deny the Virtual Preparatory Academy of Idaho new charter school petition on the following grounds: [state specific reasons]

*Other motions may be considered at the discretion of the commission.



Petition Evaluation Report Virtual Preparatory Academy of Idaho August 11th, 2022

Idaho Public Charter School Commission

515 West Jefferson, Suite 303

Boise, Idaho 83702

Phone: (208)332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

August 11th, 2022

Petition Review Summary

Idaho Collaborative Learning Partners, dba Virtual Preparatory Academy of Idaho, is petitioning for authorizer approval to open a new charter school that would provide a virtual college and career readiness program to Idaho students across grades K-12. Beginning Fall of 2023, the school would enroll 500 students in grades K-8 and add grades 9 through 12 over the next two years, eventually enrolling up to 2000 students. The petition proposes management of the school by an Educational Services Provider (ESP), Accel Online West, LLC (hereafter referred to as “Accel”). Accel is a subsidiary of Accel Schools LLC, which is a subsidiary of Pansophic Learning, LLC.

Significant concerns with the petition include: it proposes operation of a charter school by a for-profit entity; it does not present evidence of student demand for a statewide virtual K-12 program; it does not establish the likelihood that a school managed by Accel is capable of meeting or maintaining the level of academic performance necessary to sustain operations in Idaho; it does not establish that the governing board has thoroughly and independently vetted Accel as an ESP, and it does not present a financially sustainable plan.

The IPCSC Director recommends that the Commission deny the petition.

The petition does not meet the following Standards of Quality: I.1.a; I.1.b; I.1.c; II.1.b; II.1.c; II.2.c; III.3.c; III.3.d; III.3.e; IV.1.a; IV.3.a; IV.4.a; V.1.b; V.3.a; VI.3.a.

Summary of Section Ratings

Section 1: Educational Program ↓		Section 2: Financial & Facilities Plan ↓
DOES NOT MEET STANDARD		DOES NOT MEET STANDARD
Section 3: Board Capacity and Governance Structure ↓		Section 4: Student Demand & Primary Attendance Area ↓
APPROACHES STANDARD		DOES NOT MEET STANDARD
Section 5: School Leadership and Management ↓		Section 6: Virtual Schools ↓
DOES NOT MEET STANDARD		APPROACHES STANDARD

Section I: Educational Program

DOES NOT MEET STANDARD

Comments

The petition proposes an asynchronous virtual college and career readiness program across grades K-12, and appears to be a replication of an Accel Schools virtual model focused on individualized learning and data-driven instruction with extensive parental involvement in a learning coach position.

Strengths:

- The educational program appears to be well-supported by a data system that allows teachers to identify student needs with real-time attendance and academic data, and a single sign-on service provided by Accel.
- All curriculum choices provided by Accel are well-researched, long-standing and already used by many charter schools across the state of Idaho, including: iXL, RAZkids, BrainPop, iReady, and Microsoft industry certification assessments (such as Access, Excel, etc.).

Concerns:

Educational Program

- The educational model appears unstable. This does not appear to meet Standards of Quality I.1.a and I.1.c.
 - Each petition submission from this group has been dressed differently: an at-risk model, a Career Technical Education model, or a college and career readiness model. These dressings have not been presented with depth or specificity, and have changed when specificity has been requested.

Academic Performance Concerns

- The petition does not provide verifiable evidence for the academic performance claims made in the petition. This does not appear to meet Standard of Quality I.1.b.
 - For example, the iReady math results described in the narrative (page 11), do not correlate with the iReady charts provided on page 378. The narrative claims that Accel schools increased the percentage of students achieving at grade level on iReady Math between fall and spring assessments from 37% to

77%. The iReady screenshots provided on page 378 appear to illustrate only a 5% increase.

- It does not appear likely that a school managed by Accel schools will achieve the minimum standards of the IPCSC's Performance Framework required to earn subsequent operational terms:
 - The data presented by the petitioners does not indicate that any virtual school in Accel's portfolio has achieved at this level of academic performance to date, although the school does claim that the school will maintain a goal of math and English language arts proficiency rates above the average proficiency of existing virtual schools in Idaho (30% and 50%, respectively).
 - The academic achievement grades assigned to Accel schools provided in the petition are 26 Cs and 18 Ds (page 223). Actual scores were removed in the final draft of the petition.
- Charts and data presented in the petition appear to exclude relevant information related to academic performance. Further research indicates that unfavorable data reported by the cited data sources was excluded from the petition. For example, the following relevant data sets were excluded from the petition:
 - [Michigan Online School 2020-2021 Data](#)
 - [OHDELA \(Alternative Education Academy\) 2020-2021 Data](#)

Section II: Financial and Facilities Plan

DOES NOT MEET STANDARD

Comments

The petition proposes a facility lease for general office space appropriate for the proposed model and staffing needs. The petition also includes a budget and financial management plan that highlights fees paid to Accel. However, the petition does not appear to clearly and comprehensively describe exactly what the school will receive in return for the fees and pass-through costs the school will pay to Accel.

Overall, the budget reflects inconsistencies with the charter narrative, significant reliance on debt, and does not evidence financial sustainability.

Strengths:

- The petition ensures that accounting expertise will be provided as part of the agreement with Accel.
- Two potential facility locations are included in the petition.
- The lease proposal for facility option 1 is included on page 102.

Concerns:

- It does not appear that the school would be able to operate in any given year within that year's estimated revenue. The budget reflects a consistent pattern of incurring costs in one year that would have to be repaid in subsequent years. This does not appear to meet Standard of Quality II.2.c.
- "Accel Fee Credits" appear to present a serious risk to the school's financial solvency. These fees, noted on pages 94 and 95 of the Operational Budget and Cash Flow attachments, respectively, are described as an "optional mechanism by which Accel discounts its fees to facilitate a financially solvent program to the Board if chosen." This does not appear to meet Standards of Quality II.1.b, and II.1.c. The risks posed by this structure include:
 - The option to offer "credits" appears to be Accel's option, not the school board's option, which makes the school's solvency a decision of the company rather than a result of strong governance.
 - The Year 1 Cashflow document shows approximately \$1,250,000 in fees due to Accel that Accel intends to waive as a courtesy. Years 2 and 3 show another approximately \$390,000 in waived fees. The assumptions state that Accel does not intend to recoup these losses; however, there is no guarantee that when the time comes, a \$1.64 million fee waiver in the first three years would be in the best interest of the company.

- Even if the school were to achieve the extremely high enrollment number proposed in the petition, the budget indicates that the school would still require financial assistance (in the form of \$1.64 million grant, see above) to remain solvent.
- The petition proposes a system of poor internal controls. Specifically, Accel's management fee is based upon enrollment, Accel would manage marketing and enrollment (at a significant and separate fee), and Accel would manage all state level reporting, including the enrollment numbers that would generate its own fee. This does not appear to meet Standard of Quality II.2.c.
- In general, costs for services are high (12% of revenue, flat fee) and noted as subject to change after petition approval (page 183). Additionally, many pass-through costs are noted throughout the budget. Page 183 provides the fee schedule proposed for the school. Pages 269 and 296 provide fee schedules for the two most recently executed contracts with Accel schools.
- The marketing fee paid to Accel is incredibly high for the services described in the petition narrative (\$150,000 in the pre-operational year and increasing to \$300,000 by year three, page 54).
- Documentation is not provided for the pre-operational loan referenced on page 85 (e.g., term sheet including repayment schedule). The lender appears to be Accel and the loan is offered at perhaps 5% interest over three years.
- No technology is included in the pre-operational budget. This seems incongruous with the needs of pre-opening work.
- Costs reflected in the budgeting are not consistent with costs described in the narrative, nor are the budget calculations consistent with the budget assumptions. This does not appear to meet Standard of Quality II.1.c.

Section III: Board Capacity and Governance Structure

APPROACHES STANDARD

Comments

This petition is presented on behalf of potential charter holders, Idaho Collaborative Learning Partners, dba Virtual Preparatory Academy of Idaho. The petition group consists of:

Name	Position
Sonja Howerton	Board President
Reed DeMordaunt	Secretary/Treasurer
Marv Hagedorn	Director
Garry Lough	Director
Karen McGee	Director
James Konantz	Consultant

Ms. Howerton, Ms. McGee, and Mr. Lough served as petitioners for a previous new charter school petition (similar in structure) that was denied by the IPCSC in December of 2021. Notes from the governance capacity board interview are included below.

Mr. Hagedorn did not attend the governance capacity interview. This does not meet Standard of Quality III.3.c.

Strengths:

- The board directors appear to have a wide array of skills, particularly with relation to Idaho education leadership and policy.
- Each director who attended the interview showed great passion for both school choice and virtual learning.

Concerns:

- The governing board has not sought to protect the state of Idaho's interests in this agreement. This does not meet Standards of Quality III.3.d and III.3.e.
 - During the governance capacity interview it was made clear that no board director had engaged in vetting the ESP, reading the sample contracts included in the petition, or conducting any research into the proposed ESP.
 - At the time of the interview, the governing board had not engaged legal counsel independent from the legal counsel secured by the ESP as required by Idaho Code.

- The governing board presented a description of the petition, specifically the school's intended relationship with Accel, incongruous with the petition itself.
 - The governing board was adamant that a decision had not been made to work with the for-profit ESP (Accel)
 - The petition is written as a new charter school with a management services partnership specifically with Accel. The petition includes all necessary documentation to evaluate a proposed partnership with Accel, not a proposed partnership with an ESP yet to be selected.
 - The level of participation in the petition process by Accel and its representatives indicates that Accel is already engaging in work and incurring costs on behalf of this school, specifically:
 - Representatives of Accel assembled the board;
 - Representatives of Accel wrote the petition and engaged with IPCSC staff on several occasions to prepare revisions;
 - Representatives of Accel arranged for, engaged with, and paid for legal counsel on behalf of the board and the petition (i.e. articles, bylaws, and review of IPCSC feedback);
 - Representatives of Accel have coordinated and guided board meetings and provided training for the governing board in preparation for the governance capacity interview.

Governance Capacity Interview Summary

Interview Date: July 14th, 2022

Present: Sonja Howerton, Garry Lough, Karen McGee, Reed DeMordaunt

Not Present: Marvin Hagedorn

IPCSC Staff Present: Jenn Thompson, Jared Dawson, Mel Rivera, Jacob Smith

Personal introductions – Please take a moment to introduce yourself and share a little about the role you’ve played in the petition process so far.

1. What board training have you sought out as a group? What training would you like to pursue in the future?

Board directors all stated that they had experience previously working on boards. No specific training for future meetings was mentioned.

2. The board initially has one-year terms. Why did you choose that structure, and what are the plans for the future?

Board directors indicated that one-year terms were chosen to afford appropriate spacing and follow all of the appropriate codes related to board membership. Mr. DeMordaunt stated that they are all anxious to see the school succeed and are committed long-term, indicating that while only 1-year terms are expected, the intention was to serve beyond that in staggered terms.

3. Regarding Program Design, please provide answers for the following:

- **Can you please describe your program design?**
- **Why virtual?**
- **Why college and career readiness?**
- **Why work with an ESP?**
- **Why did you choose 2000 students for your maximum capacity?**
- **What happens if you do not reach your intended enrollment?**

Mr. Lough stated the change from CTE to college and career readiness was made to make the school personalized and individualized. He stated that one-size does not fit all students (hence the virtual program), and that having both college and career readiness as a path would better serve more students.

An enrollment of 2000 students was selected as a goal because systems offered by the ESP can support that number as a cap. The board sees both the pros and cons of working with an ESP, and appreciates the depth of access to resources provided by an ESP that they couldn’t achieve independently. The curriculum is adaptable and customizable, and the board wants to take advantage of the best out there. The ESP will also help them get out of the gate faster, by lending their expertise to the new school.

4. Regarding Selected ESP:

- **Please describe the organizational structure of the school.**

- **Please describe the board's relationship with the ESP.**

In the organizational structure, the school leader will be the touchpoint between the board and the ESP. The board stated that there is nothing special or unique in regards to the organizational structure, but didn't describe the structure. Directors did state that the key to success is finding the right person to act as the school leader.

The board stated that they haven't chosen a specific ESP, just that they have decided to use an ESP. They further stated that they hope to find the right ESP as the beauty is in the partnership, specifically the school's access to the ESP's partnerships.

5. Regarding Selected ESP (2):

- **Please describe your due diligence in selecting this vendor.**
- **What research was conducted? Who participated in the research? Was it independent from the ESP?**
- **Have you retained an attorney to represent your board? Did you retain him/her or did the ESP do so on your behalf?**

Chair Howerton stated that she has worked with the people at Accel before, and that she knows them and believes in them. She has developed a long-time relationship with them through her previous professional roles.

Director Lough stated that he has experience with both the public and private side of working with education vendors. He stated that he knows many superintendents across the state, and that he believes VPAI will be able to offer a better service than other schools because of Accel.

Director Lough stated that the board selected its independent counsel, Landon Nguyen, because of his experience working with schools. Chair Howerton stated that Mr. Nguyen was recommended to the school via the ESP. It appears that there may have been a misunderstanding of the question or the requirements. The board has not vetted or selected independent counsel to represent their interests, but Accel has engaged an attorney to assist the company with the petition process, documentation provided in the petition.

6. Can you please discuss the cost of management services and the benefit your school receives at the cost provided?

- **Please describe the services the ESP will provide (curriculum, teacher training, accounting, reporting, etc.)**
- **How much will you pay for these services? (if 500 students at 12% = \$360,000 in year 1)**

The Board stated that they have not looked at contract with any ESP yet, and none of them are familiar with details provided in the sample contract in the petition. However, Mr. DeMordaunt stated that he has dealt with many contracts, and he is

confident that the board can negotiate the terms of a contract after the school is approved. The board will do a cost analysis, and will factor that in later during negotiations. Director McGee stated that the board has no preconceived positions about what ESP will be chosen, and the board will put out an RFP. Director Lough stated that they have assembled a very scrutinizing and thorough board. The curriculum is the piece that will receive the most attention.

7. What are your plans for:

- **Recruiting students, particularly for a K-12 college and career readiness Virtual school? Recruiting teachers?**

There is a burgeoning home school community, and with marketing they can reach these students. The board expects to rely largely on SEO marketing, and they are “champing at the bit to go”.

Board directors state that there are plenty of Education messaging boards for recruiting teachers, and that the general marketplace will yield many teachers. Both the board and the ESP will conduct marketing, with the board coming in to help if enrollment is insufficient.

8. What happens if you choose to sever your relationship with the ESP or vice versa?

- **Who owns the equipment and curriculum? How will you access student data? i.e. if you lose access to the LMS and you can no longer display anything branded, then what?**

Board directors stated that they have not yet evaluated the contract, and cannot speak to specifics of the relationship.

9. Do you have any questions for us? Are there any questions you have about your petition revision?

No specific questions were asked, although Mr. DeMordaunt closed by stating that the board is ready to begin, and that there is a “paradigm shift” in education. Students, families and customers deserve a focus on satisfaction and a family-centric approach. Board member stated that it is a rich time to move to virtual schools in Idaho, and competition is good for everyone.

Section IV: Student Demand and Primary Attendance Area

DOES NOT MEET STANDARD

Comments

The school intends to provide a statewide virtual education option, focusing on a college and career readiness curriculum. In various places throughout the petition, the target student population is identified as statewide, rural, at-risk, and underserved. The petition anticipates an initial enrollment of 500 students in grades K-8, and increase enrollment to 2000 students in grades K-12 by year five.

This section does not meet standard because the petition does not establish student demand or community need for a virtual college and career readiness program.

Strengths

- Strategies for initial engagement appear reasonable.

Concerns

- The petition does not establish community demand for a virtual college and career readiness program. This does not appear to meet Standards of Quality IV.1.a and IV.3.a.
 - The survey noted in the petition does not appear to be relevant. While the petition states that an initial interest survey was conducted, the evidence provided is a map of Idaho (page 50) presumably indicating the location of persons who completed the survey. However, the survey was conducted when the proposed program was a CTE model, which is no longer the program being proposed.
- The petition does not establish the need for another virtual program in Idaho.
 - Idaho currently operates 28 virtual schools and, according to enrollment data, is experiencing a significant decrease in virtual enrollment post-pandemic.
 - The petition claims that virtual schools in Idaho have low test scores, which justify the need for the proposed program. However, it is unclear how a virtual college and career readiness program is the solution to low test scores, especially as the proposed program is not able to evidence the likelihood of better scores.

Section V: School Leadership and Management

DOES NOT MEET STANDARD

Comments

The petition proposes a school, Virtual Preparatory Academy of Idaho, whose charter would be held by the board of directors of an Idaho non-profit, Idaho Collaborative Learning Partners, dba Virtual Preparatory Academy of Idaho. The charter holder (board of directors) intends to outsource all management and operations of the school to an Education Services Provider, Accel. Accel Schools (incorporating Accel Online West, LLC) 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.

Accel currently manages ten virtual schools in its portfolio according to its website, although some are not yet operational. Most of the schools operated by Accel are in their first five years of operation.

Strengths:

- Accel provides services to numerous charters throughout the country, and has financial and operational resources to ensure that the school has proper funding to begin operations.
- The petition states intent to engage in an appropriate RFP process.

Concerns:

- This petition appears to be proposing operations of an Idaho charter school by Accel, a for-profit entity. Idaho Code does not allow this, and if true, approving the petition would be a violation of law on the part of the authorizer (see I.C. §33-5203(4)(b)).
- Despite the letter from Mr. Ron Packard included in the petition (page 240) which states that Accel does not intend to operate the school, the petition makes it clear that Accel intends to provide all management services, effectively operating the school on

behalf of the governing board. This does not appear to meet Standard of Quality V.1.b. Examples include:

- The example contracts note that signage stating “Managed by Accel Schools” may be posted at the school (page 168).
- The petition states “the Board retains its full authority of the School yet delegates the day-to-day management of the school to Accel” (page 235).
- The sample contract (page 158) includes the provisions of curriculum assessment and instruction, extra-curricular programs, personnel management, business administration, payroll, public relations, budgeting, financial reporting, technology services, among other things.
- The petition states “the ESP will be accountable for the academic success of the school, as well as take responsibility for compliance with any [authorizer] requirements” (page 67). Please note that this is contrary to the board’s responsibility in Idaho code. This does not appear to meet Standard of Quality V.3.a
- The actual services to be provided by Accel appear to be mostly a repackaging of other vendor’s services for a fee (e.g., Canvas, PowerSchool, all curriculum, etc.). The only services to be provided by Accel directly are management services, including reporting, personnel training and management, vendor selection, and technology management.
- The sample contract appears to protect the interests of Accel far more than it protects the interests of the governing board (e.g., termination clause on page 166, etc.).

Section VI: Virtual Schools

APPROACHES STANDARD

Comments

The proposed LMS will use Canvas for student and teacher accessibility, PowerSchool for student information systems, and AMP (Accel Management Platform, a proprietary service of Accel) to provide single sign-on to Canvas, PowerSchool and all student curriculum. The petition does not establish a strong rationale for use of a virtual program.

Strengths

- The Learning Management System includes reliable software, including Canvas and PowerSchool.
- Students will be issued a computer and a wireless hotspot if internet access is a barrier and financial requirements are met.

Concerns

- The LMS that the school will be purchasing from Accel (AMP), appears to be a costly solution for single sign-on services. It is unclear what AMP provides that is not already addressed by third-party vendors incorporated through AMP. This does not appear to meet Standard of Quality VI.3.a.
- It appears that families are required to pay upfront costs for internet and technology costs. The school allows for reimbursement of internet expenses (page 72), but upfront costs may prohibit equitable access for families that require an internet connection and do not have the funds available to initially pay for setup costs.

Charter Holder: The Idaho Collaborative Learning Partners, Inc.

Proposed School:
Virtual Preparatory Academy of Idaho

Statewide Virtual School
Opening Fall 2023

Primary Contact: Jim Konantz

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Executive Summary

The Idaho Collaborative Learning Partners, Inc., coupled with an effective delivery system, are bringing forward the VPA of Idaho charter application. Together, they have substantial experience creating educational programs specifically intended for those students who have chosen an alternative method of education. The founding group of administrators and consultants have a history of educational excellence, providing expertise in the areas of curriculum, instruction, assessment, business services, finance, organizational management, and governance. This administrative team is bringing forth the application for Virtual Preparatory Academy of Idaho (VPA of Idaho) to serve the students in the state of Idaho grades K-12. The Idaho Collaborative Learning Partners, Inc. are incorporated as a 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~~ Board of Trustees is made up of experienced school leaders and higher education representatives.

The mission of VPA of Idaho is to ~~reach~~ provide all students with an individualized pathway for success- ~~college and career-focused education~~ in a learning environment rooted in rigor, innovation, and peer interaction. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity.

We believe a robust and personalized education is critical to meeting the unique needs of every student we serve. For Idaho to prosper, it must begin with the individual who has a solid educational foundation to pursue their goals, dreams, and passions. VPA of Idaho will serve grades K-12 and is focused on providing an educational choice that creates an opportunity for students to succeed in academics and prepare them to enter college and/or the workforce.

The critical elements of VPA of Idaho include (1) a ~~Career-Readiness-Triad~~ career exploration program to fully prepare students for the workforce throughout all grade levels, (2) access to rigorous and innovative state-standard aligned curriculum, and (3) a commitment to data-driven instruction that is delivered with personalized learning paths, differentiated instruction, progress monitoring, whole student supports and student engagement.

Technology is impacting the landscape of the classroom, changing educational expectations and opportunities alike, and students must be immersed in the use of technology to remain on the cusp of what is to come in their college and/or career experience. Technology has already left its mark on the workforce as qualifications and expectations included in any career field are rapidly changing. We must prepare students with technical and professional skills imperative for their success. A new and innovative approach to the K-12 online education model is required to achieve this goal. Collaborating in teams, working virtually, and learning emerging technologies are critical skills for success in college and the workforce. The focus is not just on completing coursework but a genuine readiness to thrive with greater options for success after high school.

Section I: Educational Program

Mission, Vision & Educational Philosophy

The mission of Virtual Preparatory Academy of Idaho is to ~~provide reach~~ all students with an individualized ~~pathway for success, college and career focused education~~ in a learning environment rooted in rigor, innovation, and peer interaction. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity.

Our vision is to become a school that provides an opportunity for all Idaho students to successfully graduate and be college-ready and/or workforce prepared, creating a positive future for themselves and their families using an online model that weaves together standards-based and highly individualized content with dynamic, interactive and engaging material that is rooted in the rigor of focusing on both academic success and preparedness for their choices after high school.

We believe that it takes a holistic approach to put students on the path to lifelong success, and our philosophy and school model embody that approach. The learner-centered culture is built ~~much like-~~ ~~curriculum,~~ with the end in mind, by illustrating a graduate. The goal of Virtual Preparatory Academy of Idaho (VPA of Idaho) is to equip our learners with key competencies on the road to success, which include values that can be found within our philosophy, culture, and expectations. VPA of Idaho's "North Star" is our Portrait of a VPA of Idaho Graduate, which outlines the competencies we strive to instill in students throughout their school experience:



Developed in collaboration with experienced school leaders, teachers, parents, and other stakeholders, we expect this portrait to continue to evolve as VPA of Idaho students, teachers, and community partners collaborate to co-develop, add to, and refine these competencies.

Critical elements of VPA of Idaho are:

1. **Career ~~Readiness Triad~~Exploration** – Career ~~awareness,~~ exploration, ~~and preparation~~ in ~~all grade-level~~ elementary grades to support workforce goals for life after their academic career.
2. **Personalized Learning Paths** allow each student the flexibility to pursue their interests for post-secondary learning, working, or serving.
3. **Rigorous Academics** – A wide array of standard-aligned course offerings for all abilities.

4. **Differentiated Instruction** – The proposed Learning Management System allows teachers to personalize assignments and content. VPA of Idaho teachers will be trained to effectively use student data to inform the small group and one-on-one instruction and customize course content for individual students.
5. **Progress Monitoring** – Teachers will monitor student progress using short-cycle assessments, i-Ready tests, NWEA, etc. i-Ready is effective for tracking student progress in mastering recently taught standards, planning ongoing instruction, and reteaching to accelerate student growth. Teachers will monitor student progress using short-cycle assessments and benchmark assessments like i-Ready, NWEA, or the new assessments that will be implemented in the state.
6. **Whole Student Supports** – The Student Services Team will empower students to overcome academic, social, emotional, mental challenges to succeed in school and their community.
7. **Student Engagement** – Teachers will have multiple data sources to monitor student engagement behavior. They will use that data to understand how students spend their time in the system and offline. With this data, teachers can help get students back on track if they struggle or need academic challenges.

VPA of Idaho is a Career Readiness School. The model is an innovative, online educational approach that includes working virtually, learning critical college and career skills, and collaborating in teams. The school will leverage the best technological resources and capitalize on partnerships with industries, institutions, and community organizations to create a clear path to academic success and college and/or career readiness. The Career and Technical Education (CTE) model of VPA of Idaho, in contrast with a traditional program, features a CTE triad that combines career awareness, exploration and readiness throughout all grade levels. K-5 students will receive a strong foundation with life skills alongside career awareness tied to career readiness standards. Students in grades 6-8 will begin career exploration in targeted elective courses, research, industry-specific community projects, and mock interviews. Students in grades 9-12 will prepare for their careers with internships, externships, certification programs, competitive events, and work-based learning experiences.

VPA of Idaho will review opportunities to establish critical institutional partners in the state, including but not limited to Career Center, the Department of Labor, College of Western Idaho, Idaho Career & Technical Education Foundation, and Idaho DECA to permit students to pursue workplace learning opportunities. VPA of Idaho will seek partnerships with higher education institutions to facilitate students participating in Dual Enrollment. As students progress through grade levels, a plan for graduation and career success will be developed to support students in pursuing their post-secondary goals, whether that includes college enrollment, entering the workforce, military enlistment, or other pathways.

A comprehensive college and career readiness program will be provided for all students to ensure post-secondary success.

In elementary school, there will be a focus on creating 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. They will learn about themselves, become aware of the concept of having a career, and the work opportunities available in their future. Student will participate in career awareness lessons aligned to the National Career Clusters.

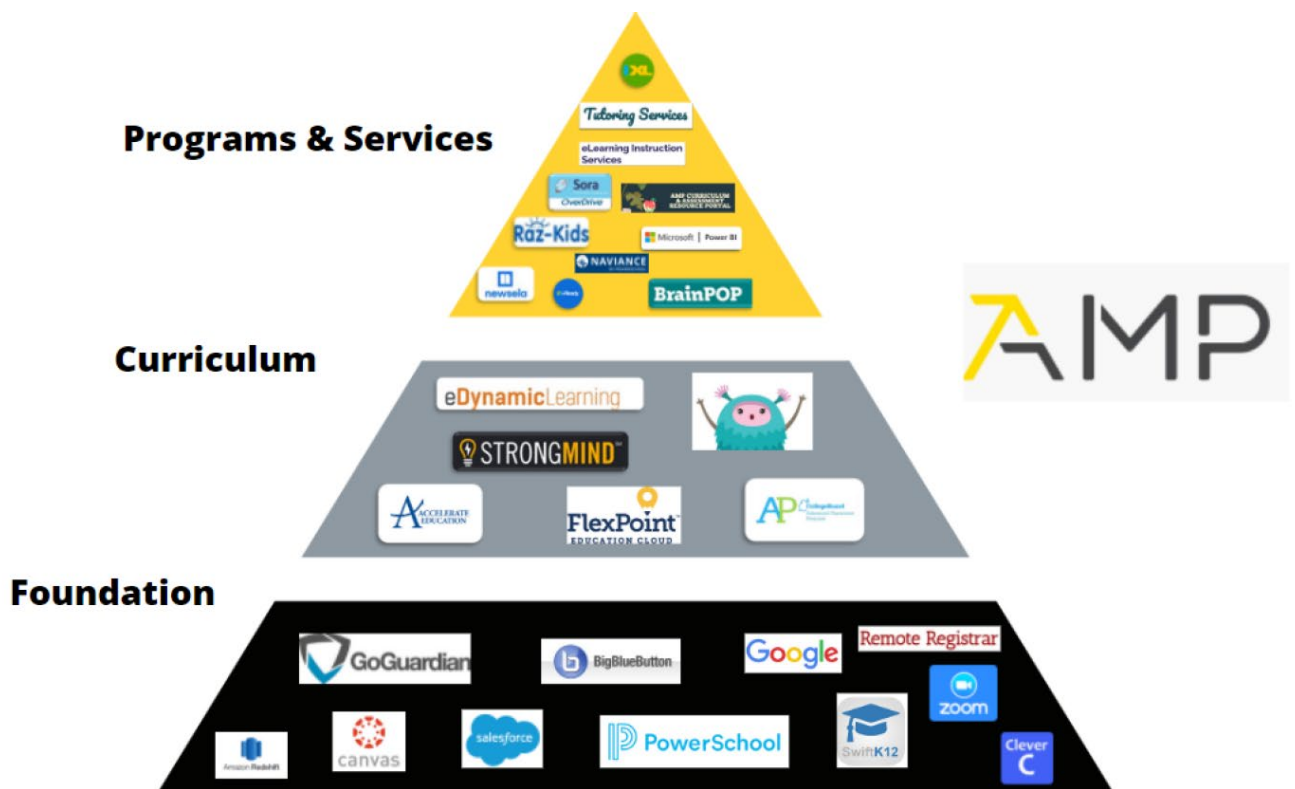
In middle school, students will investigate the world of work and relate careers to individual interest, skills, and abilities. They will choose personal electives and extra-curricular activities based on these interests and strengths. There will be a focus on personal development

(effective effort, decision making, and social skills) and establishing habits of success (personal work habits, planning my journey, and building social networks).

In high school, students will take electives aligned to career goals with opportunities in high-skill and in-demand fields. School counselors will focus on college and career planning discussions and activities, including employability skills, college tours, FAFSA/Scholarship applications, and financial literacy education. Students and parents will have regular opportunities for individual career planning discussions and activities. As students' progress through grade levels a plan for graduation and career success will be developed. This plan will include interest and skills assessments, student interests and abilities, career goals, and training/education requirements.

We will partner with our families to ensure they have the appropriate resources to support their student's engagement and learning. These supports include comprehensive student and parent onboarding programs to ensure students are ready to learn and parents are ready to support.

Full-time virtual school programs are dependent on the integrated curriculum and data systems that enable the educational program to be delivered. To deliver the educational program, VPA of Idaho is considering using ACCEL Schools' unique virtual school ecosystem, along with talented Idaho teachers trained in national online learning best practices. Systems and data are integrated within the ACCEL Management Platform for Education (AMP) to create a 360-degree view of each student while establishing seamless availability of all content. This data driven investment puts instructional data at the fingertips of VPA of Idaho teachers and is not available anywhere in the entire state. A single sign on experience at its finest is captured within AMP, as it embeds and integrates functional systems, multiple core and supplemental curriculum vendors, data management, professional development, communication tools and more all in one space. This thoughtfully curated system is a dynamic offering that ACCEL presents to its partner schools and allows each campus to offer exponentially more resources to students, parents, and teachers than other schools or districts in the state can obtain or offer on their own.



An important aspect embedded into the VPA of Idaho model is ensuring the ability to meet the needs of all learners. A key component in accomplishing this is found within the school's extensive access to data inside AMP. Teachers have constant access to student results and can immediately see a need for intervention for all students, including ELLs, special education students, gifted and talented students, and those at risk of dropping out of school. Real-time attendance and academic data, collected and reviewed daily, allow for instant course correction and intervention to ensure that all students receive targeted, individualized instruction at the level they need.

Necessity for Proposed School

According to the most recently available Idaho Public Charter School Commission's (IPCSC) Portfolio Performance Report for 2020-2021, most existing virtual schools are poorly performing in the state of Idaho. Out of nine schools listed as currently operating virtual charter schools, only two schools met the minimum standard of proficiency in Math and ELA, none of which met the reach goal of 57.8% proficiency in Math or 66.1% proficiency in ELA. Based on currently available enrollment data from the IPCSC report, the schools who met the standard account for 1,298 students out of a total of 4,062 students enrolled. In other words, only 32% of students enrolled in virtual schools in Idaho are meeting the minimum standard of Math and ELA proficiency.

Preliminary data gathered in a social media study done by VPA of Idaho over a 6-week period in January 2022 generated a list of over 100 unique responses from interested families within the state. [The results of this survey can be found in the Student Demand section.](#) Families are interested in virtual schooling, now more than ever. As the population of the state continues to rise year-over-year, and other virtual school choices fall below state expectations of proficiency, families will always be looking for another option.

Students interested in a virtual model need a choice, a choice that comes with an offering that meets the needs of the students while outperforming the expectations of its authorizer. VPA of Idaho is prepared to be that offering.

Research and Best Practices in Support of Educational Philosophy

BACKWARD DESIGN: A study comparing a traditional model of curriculum design to backward design found teachers using backward design curriculum outperform those using a traditional curriculum (Kelting-Gibson, 2005). Utilizing the backward design methodology allows teachers to be creative and reflective as content is delivered to students, and experimental groups tested show that when backward design methods are applied, students gain better results academically (Ontaneda & Roman, 2019). According to Sample (2011), backward design encourages intentionality on behalf of the teachers, providing beneficial guidance in lesson preparation and what students should be learning or gaining from instruction – it gives learning more purpose, which aligns with purposeful reaching of academic goals.

COLLABORATIVE: Research tells us that an influential school culture that includes high expectations (Deal & Peterson, 1990) fosters lifelong learning for both students and teachers (Rosenholtz, 1989). Furthermore, schools with a collaborative culture have been proven to increase students' achievement, skill level, and understanding (Darling-Hammond, 1997). At VPA of Idaho, we expect students and teachers to collaborate amongst and between each other, hold themselves accountable to high expectations, and work on the value of learning for a lifetime. Research suggests that utilizing mixed ability grouping or collaborative learning has a positive impact on academic development (Järvelä & Järvenoja, 2011). Collaborative grouping is a supportive strategy for diverse and exceptional learners (Buzhardt, Greenwood, Abbott, & Tapia, 2007). The motivation to learn is enhanced when students work in collaborative groups to resolve issues and work together (Järvelä & Järvenoja, 2011; Järvelä, Violet, & Järvenoja, 2010). Collaborative learning also develops self-regulation skills simultaneously (Zimmerman, 2008).

PERSONALIZED LEARNING & STUDENT FOCUSED: Creating a level of instruction that offers a truly personalized learning (PL) experience takes the student-centered approach and catapults students into a self-directed learning 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). According to iNACOL, (now Aurora Institute), personalized education is “critical for raising achievement for all” and “allows students to build a strong foundation for success” (Worthen, Frost, & Gentz, 2016). Student-centered learning 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 today's job force. According to Simone Margraf, student-focused learning allows teachers to see their students' needs more clearly. Specifically, “If they're collecting evidence based upon skill mastery within that standard, then they know exactly where to guide students' instruction. It [student-centered learning] will drive instructional practice on a daily basis” (Green & Harrington, 2021).

DIFFERENTIATION: VPA of Idaho's instructional model also includes a method derived from best practices - differentiated instruction. Teachers use concepts of differentiation to make reactive and proactive decisions to meet the needs of all students (Tomlinson, 2001, 2005). A 2010 report reviewed the impact of differentiated instruction, specifically with the use of technology, and significant increases were captured with regard to student achievement (Cobb).

Student Academic Achievement Standards

Review and dissemination of state assessment data are critically important to the continued improvement of student outcomes. Upon state summative assessment data release, school administrators will access data in state reporting systems. Data will be used to inform professional development and team meetings. VPA of Idaho's Strategic Improvement Plan will be reviewed and updated considering how well existing academic student outcome goals were met.

VPA of Idaho will form a School Improvement team, led by the Head of School, and members including teachers, school administrators, and school counselors. Administrators and teachers will be provided with training on interpreting all types of assessment data and how to use those results to improve instruction. The school staff will also take advantage of any training available by the authorizer or state to further their understanding of using state assessment data to improve instruction.

Each year, VPA of Idaho will create a school improvement plan based on the annual data analysis of state assessments, review of the year's benchmark assessments, and feedback from the School Improvement Team. VPA of Idaho's improvement plan will contain strategies for improving instruction. A virtual school often includes discussions on the content of synchronous instructional sessions, strategies to improve student engagement, and the use of a supplemental curriculum to support student learning gaps. The Board of Trustees will approve the plan and review progress towards academic goals at its monthly board meetings.

Based on the Idaho Public Charter School Commission's Portfolio Performance Report for 2020-2021, all virtual schools were assigned an average minimum score as well as an average reach, or goal score in both Math and ELA proficiency. The set scores to achieve are illustrated as an average of all virtual schools below:

	Math Proficiency	ELA Proficiency
Average Minimum Score	24.4%	45%
Average Reach Score	57.8%	66.1%

Based on these scores, VPA of Idaho will set a minimum score of 30% and reach score of 60% in Math, and a minimum score of 50% and reach score of 70% in ELA. An Idaho State Goals is captured below.

Idaho State Goal	Grade Level	Target	Assessment	Expected Outcome
Goal #3 Educational Attainment	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.

Goal #4- Workforce Readiness	K-12	All students will participate in age-level career exploration activities.	Curriculum supervision Teacher observation Curricular design	95% Teacher observation notes and completion of career readiness indicators.
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These projections are informed by the most recently available data from four current ACCEL partner schools. The iReady Reading Diagnostic Assessment growth data indicates that from Fall 2021 to Spring 2022, four ACCEL partner schools experienced growth in the number of students that tested early on grade level, at grade level and/or mid or above grade level. The same schools systematically showed a decrease in the number of students that were one, two, or three grade levels below proficiency. The schools and associated data are listed in the table below:

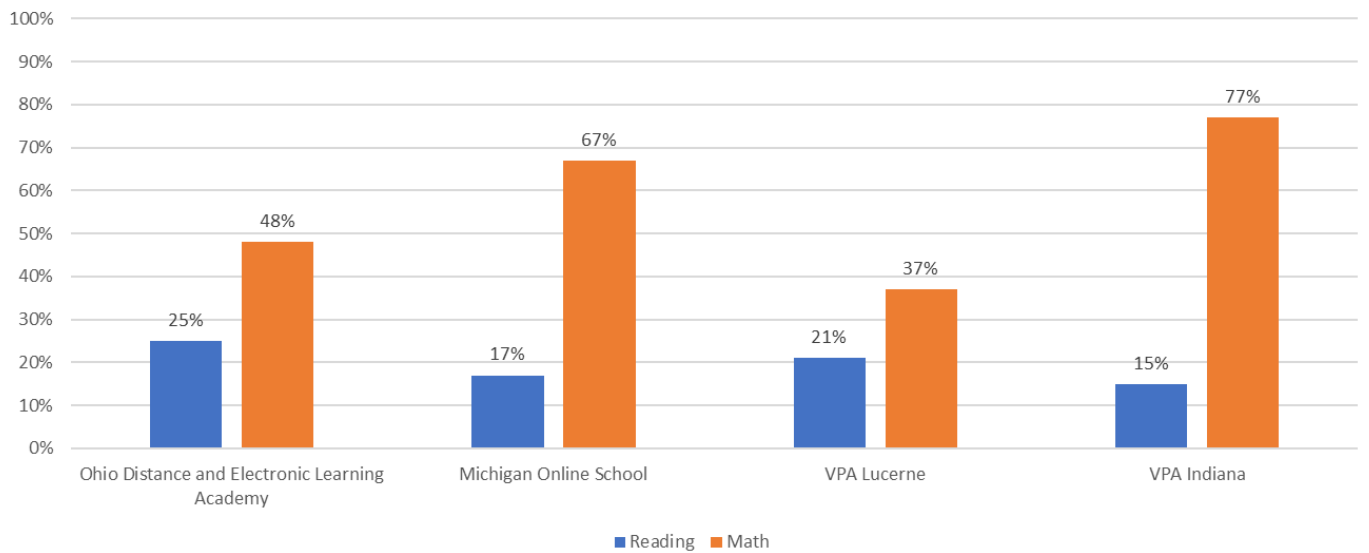
<u>School</u>	<u>Percent Increase in students testing on grade level or above in READING Fall 2021 – Spring 2022</u>	<u>Percent Decrease in students testing below grade level in READING Fall 2021 – Spring 2022</u>
<u>Ohio Distance and Electronic Learning Academy</u>	<u>25%</u>	<u>14%</u>
<u>Michigan Online School</u>	<u>17%</u>	<u>7%</u>
<u>VPA of Lucerne</u>	<u>21%</u>	<u>23%</u>
<u>VPA of Indiana</u>	<u>15%</u>	<u>9%</u>

Similarly, the iReady Math Diagnostic Assessment growth data indicates that from Fall 2021 to Spring 2022, four ACCEL online schools experienced growth in the number of students that tested early on grade level, at grade level and/or mid or above grade level. The same schools systematically showed a decrease in the number of students that were one, two, or three grade levels below proficiency. The schools and associated data are listed in the table below:

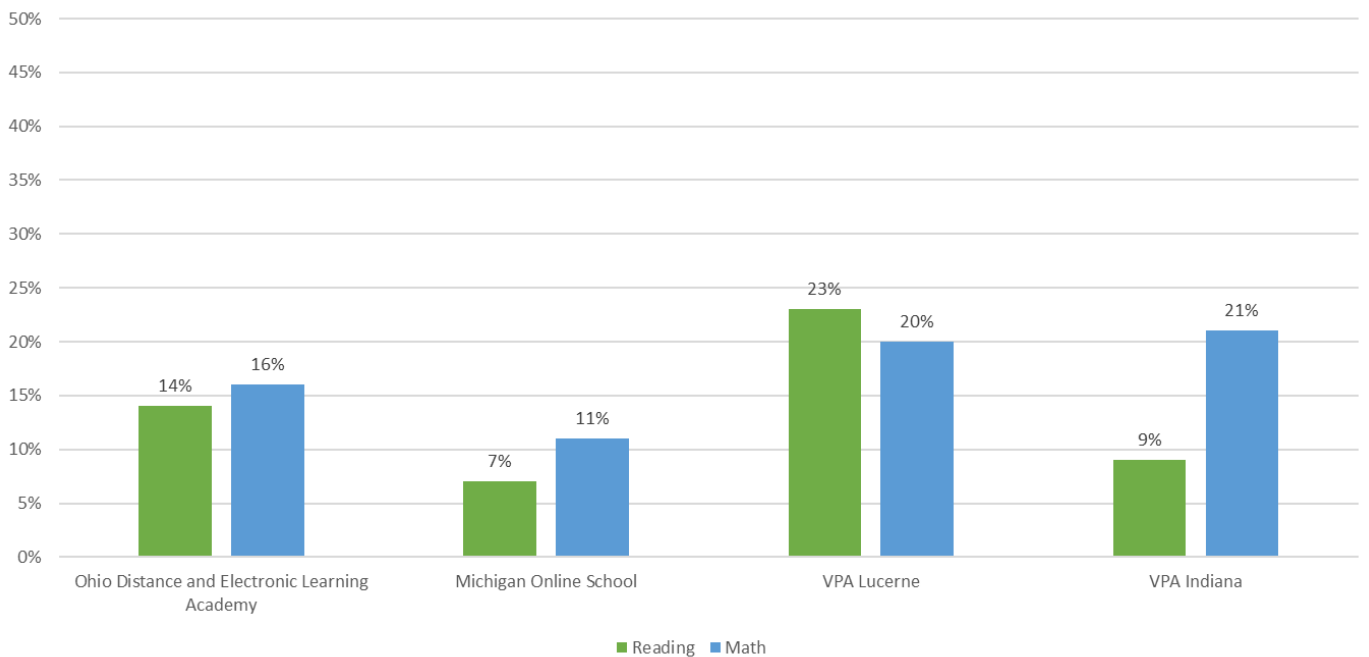
<u>School</u>	<u>Percent Increase in students testing on grade level or above in MATH Fall 2021 – Spring 2022</u>	<u>Percent Decrease in students testing below grade level in MATH Fall 2021 – Spring 2022</u>
<u>Ohio Distance and Electronic Learning Academy</u>	<u>48%</u>	<u>16%</u>
<u>Michigan Online School</u>	<u>67%</u>	<u>11%</u>
<u>VPA of Lucerne</u>	<u>37%</u>	<u>20%</u>
<u>VPA of Indiana</u>	<u>77%</u>	<u>21%</u>

The charts below are a visual representation of the data shared on the previous page.

Percent Increase in Students Testing On Grade Level or Above Fall to Spring 2021-22



Percent Decrease in Students Testing Below Grade Level Fall to Spring 2021-22



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

Curriculum

VPA of Idaho's proposed curriculum is innovative, rigorous, research-based, and can be custom-tailored to students' unique skills and interests. It includes world-class content, college-preparatory skill-building, access to fine arts, world languages, and career-focused electives. The curriculum design methodology uses Universal Design for Learning principles, ensuring that both the curriculum and the instructors provide multiple opportunities for engagement and representation. Each action and expression ensure that students repeat their encounters with the same topics throughout their academic career, increasing the complexity to reinforce previous learning and reteach concepts one-on-one and in small groups to ensure mastery.

VPA of Idaho is considering a partnership with ACCEL as a provider of online curriculum. Their offering includes all state required core courses, a wide array of electives, as well as CTE, Honors and AP courses. Various online vendors provide the courses. Curriculum vendor coursework is embedded seamlessly within AMP, a state-of-the-art learning management system with state-specific reporting components.

A Curriculum Curation process creates a 100% aligned curriculum that combines core curriculum vendors with supplemental resources as needed. The Curriculum Team works diligently to compare vendor alignment documents against state standards to ensure adequate coverage. When alignment verification is completed, gaps are identified immediately, and the team procures supplementary materials to support both coverage and mastery of each standard. The benefit of embedding courses into AMP includes:

- Removes the limitations of working with one vendor's operating system.
- Provides the flexibility to assemble the school's most robust curriculum choices.
- Offers real-time data on curriculum, with the ability to adjust immediately
- Delivers standard-aligned options for reteaching, remediation, and differentiation

This comprehensive approach creates a 100% aligned, fully customizable, robust online curriculum available within AMP and not offered anywhere else in the state of Idaho.

Using a system with multiple vendors provides VPA of Idaho with the flexibility to assemble the strongest, personalized curriculum choices for students. The proposed curricular offerings were selected as a curated holistic approach to instruction. Each vendor aligns with the instructional methodology of the school by embedding the pedagogy of personalized learning and backward design principles in all courses. These methods are research-based and imperative for the leaders of tomorrow. According to iNACOL, (now Aurora Institute), personalized education is “critical for raising achievement for all” and “allows students to build a strong foundation for success” (Worthen, Frost, & Gentz, 2016).

Proposed Curriculum Vendors

		Accelerate Education	AMP Proprietary	eDynamic Learning	FlexPoint	StrongMind
K-5	Core	✓	✓			
	Electives	✓			✓	✓
6-8	Core	✓			✓	✓
	Electives	✓		✓		✓
	Honors					✓
9-12	Core	✓			✓	✓
	Electives	✓		✓		✓
	Honors	✓				✓
	AP	✓			✓	
	CTE			✓		
	Credit Recovery	✓				

Each vendor aligns with the instructional methodology of the school by embedding the pedagogy of personalized learning and backward design principles in all courses. These methods are research-based and imperative for the leaders of tomorrow.

Core Curriculum

- Accelerate Education.** Accelerate Education was founded in 2011 and is an accredited, leading vendor providing standards-based core curriculum courses in original credit, credit recovery, and independent study formats for all grade levels from kindergarten through 12th grade. Accelerate Education courses meet the needs of both at-risk and high achieving students in need of a personalized education that was not provided to them in a traditional classroom setting. They also provide the opportunity for remediation and intervention through the IDEAL learning library, giving teachers the ability to assign specific courses to students as needed and allowing students to fully navigate goals at their pace. In this way, Accelerate Education's curriculum provides individualized learning paths for all students to offer a unique experience for academic success. Accelerate Education has partnered with The Capital Area Online Learning Association (CAOLA) in Pennsylvania and studied the impact of Accelerate Education. In 4th and 5th grade, students taking Accelerate Education's curriculum outperformed the state passing rate by nearly 30% on the PSSA ELA exam, 50% in Math, and over 20% in Science. Courses taught by Accelerate Education teachers have a 90.3% completion rate and a 99.8% passing rate.
- StrongMind.** StrongMind has been serving students since 2001, offering an award-winning, rigorous, and customizable digital curriculum with general courses and electives in 6th-12th grade. All courses integrate simulations, games, and interactive content to ensure creativity and critical thinking. Embedded activities promote communication and collaboration. StrongMind courses incorporate simulations and other interactive content to help students think creatively and critically. Communication and collaboration highlight engaging content with the use of discussion boards. Teachers can assign projects to groups, or students can complete individually and reflect later. StrongMind's backward-designed curriculum was published in 2017. A study that compared a traditional model of curriculum design to backward design suggests teachers using backward-designed curriculum outperform teachers using a traditional-designed curriculum (Kelting-Gibson, 2005). Lessons using backward design scored higher on key

components including knowledge of content and pedagogy, selection of instructional goals, the design of coherent instructions and assessment of student learning. The first client using the new format witnessed immediate growth. 8th grade students' exams in Math increased from 74% to 79% and in English from 64% to 72% as compared to scores using the previous curriculum provider.

- **eDynamic Learning.** eDynamic Learning (eDL) is a teacher-founded and award-winning company that uses teachers and subject matter experts to develop coursework that leads to industry-related certifications. With nearly 200 courses, they are the largest publisher of CTE and elective courses in North America. All eDL courses employ backwards design methodology to support best practices on how today's students learn. To increase engagement, each lesson is chunked into small portions and resources include diagrams, videos, slideshows, and other interactive elements. Teachers can provide more personalization for students by customizing any course, unit, or lesson to incorporate additional components such as videos, documents, links, and other media elements.
- **FlexPoint.** Founded in 1997, FlexPoint provides a robust, award-winning curriculum designed to meet the unique needs of students and be inclusive of cultural diversity, representing all races, cultures, ethnicities, abilities, and genders. All FlexPoint courses are aligned to the iNACOL/Quality Matters Standards. FlexPoint course design includes several modern pedagogical philosophies, critical thinking, and real-world application of skills. As part of the scope and sequencing work, cognitive complexity for each learning target is identified using Webb's Depth of Knowledge (DoK) Guide and carried into learning activities and assessments. Through the curriculum design process, student focus groups of diverse populations are frequently engaged for input on course content, images, and design elements. All courses undergo more than 450 hours of rigorous review and testing, both during development and after completion, ensuring accuracy and adherence to state and national standards.
- **AMP Proprietary.** AMP provides select core elementary courses. Content includes teacher resources, lesson guides, interactive training for students and teachers, interactive lessons, audio support for pre and emerging readers, interactive video, workbooks, hands on experiments, projects, discussion questions and various media types that check for student understanding. AMP Core aligned courses are created to national and state standards. These courses include a wide range of diverse activities both online and offline, providing a rigorous learning experience for students. Courses are customizable by teachers to benefit learners of various needs. These courses are designed to delight and inspire young learners as they cement new concepts.

VPA of Idaho ensures that course content and resources are current, reviewed, and revised when necessary. For example, StrongMind course content and resources are peer-reviewed by a panel of stakeholders. Surveys are collected to elicit responses. Using assessments and data strategy, weaknesses in the course are identified and addressed. Course efficacy is evaluated and explored in white papers and scholarly research. Courses are regularly updated if inaccuracies are found. Courses are regularly versioned to reflect the most up-to-date information. Courses are reviewed using research-based practices and effective use of feedback.

Supplemental Curriculum

VPA of Idaho offers a large cache of supplemental curricular resources for teachers and students to address a wide range of learners. They have been strategically selected to support the curriculum and are integrated within AMP through a Single Sign On (SSO) experience. Additional programs can be

integrated as long as the technical specifications are supported. The variety of supplemental resources available is illustrated in the graphics to follow.

Supplemental Tools

<div>  AMP Assessments & Supplemental Tools <div> All resources can be found in any course you teach on Canvas! </div> </div>			
Supplemental	Grade Level	Type of Tool (* denotes Lesson Plans available)	Recommended Uses
 i-Ready Diagnostic	Diagnostic: K-12 Math and ELA	Diagnostic, computer adaptive assessment	<ul style="list-style-type: none"> Identifying individual strengths and weaknesses Use data to make goals for individual students, classes, and growth scores
 i-Ready Instruction	K-8 Instruction + Teacher Toolbox: Math, ELA	*Resources for each standard for each stage of learning	<ul style="list-style-type: none"> Lesson plans and videos for correlated to state standards Ideas for all phases of learning Reteaching and small group
 IXL	K-12: Math/ELA Grades 2-8: Sci/Soc	Individualized fluency practice based on identified strengths and weakness	<ul style="list-style-type: none"> Individualized Fluency/practice with skills and content Reteaching incorporated when needed
 BrainPOP	K-12 Math, ELA, Social Studies, Selected Electives	*Videos, quizzes, primary reading sources, vocabulary cards, coding, and concept mapping. <i>*BrainPop for Educators also offers lesson planning feature!</i>	<ul style="list-style-type: none"> Have students create maps and apply what they're learning Quick mini lesson Games to review content Graphic organizers
 newsela	3-12 ELA *Contains content relevant for Science, Social Studies and some electives	Levelled reading passages with quizzes – the same article presented in different Lexile levels	<ul style="list-style-type: none"> Engaging topics to review Informational text standards and differentiate by Lexile level Support co-curricular conversations
 Khan Academy	K-12 ELA, Math, High school Science	Resources for review/re-teaching of standards	<ul style="list-style-type: none"> Reteaching and Individual practice/review Self-paced videos and quizzes for each grade, subject, topic
 Pear Deck	K-12 Any subject	A Google Add-on to any Google Slides to enrich learning experience (Find it in Google Apps)	<ul style="list-style-type: none"> Engaging ALL students during direct instruction-requiring participation and interaction Give and receive immediate feedback throughout lesson delivery Individualized copies of guided notes straight to students' Google Drive
 Kahoot!	K-12 All	Interactive, competitive quiz/review	<ul style="list-style-type: none"> Competitive, fun review of standards Review game with groups Quizzes or exit tickets
 GoNoodle	K-12 All	Hundreds of videos to use for Brain Breaks	<ul style="list-style-type: none"> Intentional use for transition times Videos promote movement and mindfulness Songs to support class content
 CK-12	K-12 All; mostly science and math	*Lessons, videos, simulations, articles...	<ul style="list-style-type: none"> Text, videos, quizzes & pages Bring science concepts to life with simulations Interactive articles to present concepts
 PhET	K-12 Science	PLIX Interactives science lab experiences	<ul style="list-style-type: none"> Create interactive lab experiences virtually when resources/materials aren't available
 iCivics	3-12 Social Studies: US History and Gov	*Lessons, games, simulation resources, videos	<ul style="list-style-type: none"> Lesson plans Facilitate simulations to bring concepts to life in class Games to practice concepts
 typing.com	K-12 All	Keyboarding and digital resources that support all content areas	<ul style="list-style-type: none"> Keyboarding practice- with scope and sequence included Digital citizenship Formatting and support for all content areas
 Sora	K-12 ELA	Digital Library for students to check out books	<ul style="list-style-type: none"> Student choice of e-books and audio books to use for Independent Reading Time Find passages to use as a mentor text for read alouds or writing lessons
 Raz-Kids	K-3 ELA	Levelled reading resources	<ul style="list-style-type: none"> 800+ levelled e-books, guided reading lesson plans for levelled books provide a scaffolded approach
 Code.org	K-12 Computer Science	Lessons and videos for elementary, middle and high school	<ul style="list-style-type: none"> Coding lessons that cross across varies content areas Arranged by courses in a sequence that builds

Teachers can pull standard-aligned supplemental materials when performance data or best practices in instruction suggest its necessity. A snapshot of this process is shown below.

6th Grade Math				
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Standard	Standard	iReady	IXL	BrainPop
The Number System	MA.6.NS.4	Find the Least Common Multiple Find the Greatest Common Factor	Identify factors (6-E.4) Find all the factor pairs of a number (6-E.5) Greatest common factor (6-E.8) Least common multiple (6-E.10) GCF and LCM: word problems (6-E.12)	Quadrilaterals Factoring Reducing Fractions Multiplication
	MA.6.NS.5	Compare Positive and Negative Rational Numbers	Understanding integers (6-M.1)	Adding and Subtracting Integers Absolute Value Graphing and Solving Inequalities
	MA.6.NS.6.a	Compare Positive and Negative Rational Numbers	Understanding opposite integers (6-M.4) Opposites of rational numbers (6-P.7) Rational numbers: find the sign (6-P.11)	Absolute Value Adding and Subtracting Integers Graphing and Solving Inequalities
	MA.6.NS.6.b	Compare Positive and Negative Rational Numbers Points on a Coordinate Plane	Quadrants (6-X.3) Reflect a point over an axis (6-X.1)	Coordinate Plane
	MA.6.NS.6.c	Compare Positive and Negative Rational Numbers	Decimal number lines (6-F.8) Integers on number lines (6-M.2) Graph integers on horizontal and vertical number lines (6-M.3) Rational numbers on number lines (6-P.1) Objects on a coordinate plane (6-X.1)	Adding and Subtracting Integers Graphing Linear Equations Rational and Irrational Numbers Absolute Value Coordinate Plane

~~CTE Program~~

~~Idaho faces a critical shortage of qualified employees with the skills and training needed to fill available jobs. In March 2022, reported that 53% of jobs in Idaho require skills training—more education than high school but less than a four-year degree; however, only 49% of Idaho workers are trained at this level. VPA of ID Career Readiness program aims to help to fill these gaps.~~

~~VPA of ID will offer a comprehensive Career Technical Education (CTE) program that is an integrated and inclusive approach to student learning that is designed to close the skills, interest, and equity gaps in this evolving, global society. Students who complete a CTE pathway will have an opportunity to earn the Workforce Readiness and CTE Diploma.~~

~~Juniors or seniors are eligible to earn a diploma through the CTE pathway option, if they satisfy the following requirements:~~

- ~~• Complete all by the Idaho State Board of Education.~~
- ~~• Complete a CTE pathway that culminates with a capstone course as a junior or senior.~~
- ~~• Pass a (TSA).~~
- ~~• Pass a (WRA).~~
- ~~• Demonstrate competency of CTE program standards by earning all SkillStack micro-certifications for their pathway or an~~

~~The specific CTE programs of study established will be informed by input from the industry needs of the community, as well as the career interests and the location of students in the program.~~

~~VPA of ID will build partnerships with local industries, postsecondary institutions, community, and student organizations to foster college and career readiness.~~

~~Students will have opportunities to work together in real time using digital collaboration tools that are intentionally integrated into the curriculum to support both cognitive and non-cognitive skills. VPA of ID~~

will specialize in the simulation of and/or real world, authentic learning experiences to help students develop key competencies that will allow them to thrive in the workforce. Students will have the opportunity to graduate with workplace experiences, industry recognized credentials and certificates, and/or college credits.

Curricular offerings delivered in each student's educational program will include:

- **Elementary:** career awareness will start as early as K-5, beginning early to help students understand their strengths, interests, and values and to use those self-discovered qualities to illuminate potential career opportunities.
 - Build foundation of career awareness and literacy aligned with Idaho's academic standards
 - Focus on essential skills development (i.e., communication, collaboration, problem solving) integrated into core instruction
 - Career awareness activities will include the use of innovative technology to put students in direct contact with careers and professionals in their community (i.e., video library, video conferences, live small group sessions, career focused virtual and in-person field trips)
- **Middle School:** career exploration will be the focus of grades 6-8, allowing students to investigate the world of work and relate careers to individual interest, skills, and abilities.
 - Focus on building a sense of identity and purpose
 - Students will choose personal electives and extra-curricular activities based on these interests and strengths.
 - Career exploration activities will include industry research, career projects, workplace tours, community service projects, mentoring and mock interviews.
- **High School:** career development for grades 9-12 through exposure and education, deepening the connection with the student's chosen area of interest.
 - Focus on skills application through work-based learning
 - Students will develop a career portfolio to gather and manage career-related information and goals.
 - CTE course work and pathways will culminate in opportunities for students to gain industry recognized credentials and certifications of value.
 - Dual credit opportunities with local college and universities for qualified high school students.
 - Opportunities to apply essential workplace skills through internships, externships, co-ops, etc.

The following components are the core offerings delivered in each student's educational program.

Career Exploration via Homerooms

Students will be organized into homerooms that allow for the development of learning communities around career awareness and exploration.

-

Career Pathway Courses

In addition to general education courses, career and technical education courses are offered and aligned in career goals with opportunities in high-skill and in-demand fields. The school's eDynamic coursework

is aligned to 14 national Career Clusters. Middle and high school students will be introduced to CTE options and enrolled in applicable career exploratory courses depending on their grade level.

Within their CTE coursework, students will investigate professions of interest, and hear from real professionals in a variety of careers. In career courses, activities can include opportunities to explore career information and evaluate embedded soft skills to help students become aware of the skills they will need for the job.

All CTE programs of study will culminate into a final capstone course that may include a work-based experience which allows students to apply their learning from their coursework into a meaningful and relevant career-related experience across an extended period.

Career Development

Students and parents will have regular opportunities for individual career planning discussions and activities. As students' progress through grade levels a plan for graduation and career success will be developed. This plan will include interest and skills assessments, student interests and abilities, career goals, and training/education requirements.

As part of the AMP package, staff and students will have Naviance as their college and career planning tool. This program can be accessed directly in the student's Canvas learning management system.

Naviance will help students with:

- Career Exploration and Planning—explore careers and align academic plans to goals
- College Research and Application—explore postsecondary education options and identify best-match college, universities, or military
- Course Planning—create multi-year course plans aligned with interests and graduation requirements
- Self-Discovery Tools—uncover strengths to help make informed decisions about the student's future
- Life Skills—develop critical skills for managing stress, responsible decision making, building a support network, and more

Industry Credentials

All course work and CTE pathways will culminate in opportunities for students to gain industry-recognized credentials and certifications of value, many of which are reflected on the approved industry certification list. Industry certifications include, but are not limited to, Microsoft Office Specialist, CompTIA Network+, Adobe Certified Professional, and NRF Rise Up.

Workplace Skills

Preparation for professional skills necessary to be successful in the workplace will be threaded throughout the educational program and aligned to the Workplace Skills for Career Readiness Standards (2021)

-

Business & College Partnerships

Business and Industry partnerships will be established to support work-based learning, advisory committee development, and to give student opportunities to apply the skills they are learning in their career exploration and pathway courses.

Instructional Delivery

The VPA 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. VPA of Idaho will provide live instruction within a web conferencing tool embedded within the AMP system and accessed via the students' Course Dashboard. This synchronous instructional tool is used for one-on-one, small group, and whole group sessions between teachers and students as well as for collaboration among students. Teachers' virtual classrooms offer whiteboards, chat rooms, and webcam functionality to promote collaboration. Additionally, the teacher controls screen-sharing and interaction features. Students also have access to tools for shared documents and projects. Within live sessions, teachers can create "breakout" rooms where smaller collaborative groups can meet to discuss a project or work on content.

A key component for all learners is extensive access to data. Throughout the learning process, teachers can see a need for intervention for all students including ELLs, students with exceptionalities, gifted and talented students, and those at risk of dropping out of school. Real-time attendance and academic data, collected and reviewed daily, allow for immediate course correction and intervention to ensure that students receive targeted, individualized instruction at the level they need.

Personalized Learning

Creating a level of instruction that offers a truly personalized learning (PL) experience takes the student-centered approach and catapults students into a self-directed learning 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).

An important addition to individualizing instruction according to student needs is that as students progress through the digital curriculum asynchronously, the Learning Management System within AMP captures the results of short cycle assessments in a color-coded mastery dashboard against state standards, equipping teachers with the immediate data needed to provide targeted synchronous instruction. The student-centered instructional method used puts students' needs at the forefront of the instructional design, allowing them to take charge and be involved in each aspect of their learning. Students can progress through their lessons at different paces based on their mastery rate, 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 of each student's schedule. The daily experience of a VPA student includes scheduled live instructional sessions, scheduled small group targeted sessions, and 24/7 access to asynchronous coursework and supplemental curriculum resources aligned state 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 today's job force.

Students	8.NS.1	8.NS.2	8.EE.1	8.EE.2	8.EE.3	8.EE.4	8.EE.5	8.EE.6	8.EE.7	8.EE.8	8.F.1	8.F.2
Student4, AMP ... 00000000000004			2 GR BELOW	1 GR BELOW	1 GR BELOW		1 GR BELOW	1 GR BELOW	1 GR BELOW	ABOVE GRADE		ON GR LEVEL

Instructional Time

The curriculum delivered through AMP is the core of the learning experience, offering students 24/7 access to standards-aligned and grade-specific content. However, as found by John Hattie in his “Visible Learning” study, teacher efficacy is the single most influential factor related to student achievement (2008). As such, the teacher is an integral component of the instructional model. Teachers use data from assessments and coursework to plan for and adjust to the needs of students through whole group, small group, and individual instruction. Supplemental resources available through AMP are incorporated to remediate, re-teach, and extend the learning of individual students. Instructional time is split between synchronous and asynchronous time in the following ways:

Asynchronous	Synchronous
Course Content (i.e., text, videos)	Whole Group Sessions
Interactive Activities (i.e., online forum)	Small Group Sessions / Targeted Instruction
Individual Assignments (i.e., Google Docs)	
Course Embedded Assessments	

Each day students log into their course dashboard and spend a few moments reviewing the following items, which helps inform their daily work plan:

- Daily plan
- Course homepage
- Teacher-created announcements
- Live session schedule updates
- Module page for content and assignments
- Daily to-do list
- Missing Assignment list

As students work through their asynchronous course content, activities, and assignments, teachers work on delivering content online, viewing and modifying content specific to each student and the standards to thoroughly engage them within a curriculum that is custom tailored to their level. Teachers can add content, publish/unpublish assignments, and shift individual student level assignments within the asynchronous course for students who are above or below proficiency or mastery of any standard. Specific standards can be isolated within AMP to find additional aligned content in all available supplemental resources to add to or change the offering within the asynchronous course. For additional information on asynchronous course content, please see Section 4.

Each day students are invited to multiple live instructional sessions. Whole group sessions focus on content introduction or application, and teachers use course content as the basis of these sessions. Small group sessions provide targeted, differentiated instruction at the student’s level. These sessions include scaffolding and opportunities for remediation, re- teaching, synthesis, or extension based on the specific needs of students.

During small group sessions, teachers utilize the Differentiated Instruction guide embedded in each course to identify standards aligned content in supplemental resources such as i-Ready, iXL, RAZ Kids, Newsela, Brain Pop, iCivics, Sora, and CK-12 to augment the content available in the asynchronous courses. The Differentiated Instruction guide makes it easy for teachers to find content aligned to any standard for those students working at, above, or below grade level. Teachers have access to multiple grade levels in this document to address the needs of students working multiple grade levels above or below the chronological grade level.

All live sessions are held utilizing a live web conferencing tool embedded in AMP and accessible to students within each course card on their course dashboard. Students will click a course card and navigate to the Conferences section of the course. They will then click on the session link to access live instructional sessions. All sessions are recorded, and recordings are accessible to students in the same Conferences section of each course. Students and teachers interact in real-time using chat, microphone, webcam, whiteboard, break-out rooms, and shared documents within live sessions.

Sample instructional schedules and a list of activities completed daily are shown below.

Sample K-5 Schedule

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Daily Min.
8:00–8:30	Community/SEL Live Session					30
8:35–9:20	Literacy Live Session					45
9:25–9:55	Literacy Asynchronous Work / Small Group Targeted Live Instruction					30
10:00–10:30	Social Studies Asynchronous	Social Studies Live Session	Social Studies Asynchronous	Social Studies Live Session	Social Studies Asynchronous	30
10:35–11:20	Language Arts Live Instruction					45
11:25–12:25	Lunch					60
12:30–1:15	Math Live Instruction					45
1:20–1:50	Math Asynchronous Work / Small Group Targeted Live Instruction					30
1:55–2:25	Science Live Session	Science Asynchronous	Science Live Session	Science Asynchronous	Science Live Session	30
2:30–2:50	PE	Art	Music	PE	Health	30

Sample 6-12 Schedule

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Daily Min.
8:00 – 8:30	Homeroom Live Session					30
8:35 – 9:20	English Live Session					45
9:25 – 9:55	English Small Group Targeted Instruction / Asynchronous Coursework					30
10:00 – 10:45	Elective Asynchronous Coursework	Elective Live Session	Elective Asynchronous Coursework	Elective Live Session	Elective Asynchronous Coursework	45
10:50 – 11:35	History Live Session					45
11:40 – 12:25	Elective Asynchronous Coursework	Elective Live Session	Elective Asynchronous Coursework	Elective Live Session	Elective Asynchronous Coursework	45
12:30 – 1:15	Lunch					45
1:20 – 2:05	Math Live Session					45
2:10 – 2:40	Math Small Group Targeted Instruction / Asynchronous Coursework					30

EARLY ELEMENTARY K-3 SAMPLE ACTIVITIES:

- Parent/Guardian logs into the AMP learning system
- AMP learning system serves up lessons for the day and scheduled activities including those activities to be supported by the Parent/Guardian and Teacher.
- Parent/Guardian and student read together the assignments and the daily schedule
- Student and Parent/Guardian organize the 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 aloud, listening, reading together aloud, and basic numeracy skill development
- Student and Parent/Guardian attend periodic synchronous sessions via the web classroom
- Students participate independently in technology supported learning games served up by the AMP System
- Teacher verifies attendance
- Teacher and Parent/Guardian review progress and Teacher modifies AMP System's course pacing and supplemental lessons as needed to maximize the learning potential of the student

UPPER ELEMENTARY 4-5 SAMPLE ACTIVITIES:

- Parent/Guardian and Student log into AMP System
- AMP System serves up lessons for the day and scheduled activities including those activities to be supported by the Parent/Guardian and Teacher
- Parent/Guardian and Student read together the assignments and the daily schedule
- Student and Parent/Guardian organize the 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 aloud, listening, reading together aloud, and basic numeracy skill development in addition to science, language development, and foreign language study if assigned.
- Students are introduced to age-appropriate novels and other readings and assigned reading assignments from a reading list of relevant novels
- Student 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 student.
- Teacher verifies attendance
- Teacher and Parent/Guardian review progress and Teacher modifies AMP System's course pacing and supplemental lessons as needed to maximize the learning potential of the student

MIDDLE SCHOOL 6-8 SAMPLE ACTIVITIES:

- Parent/Guardian and Student log into AMP System
- AMP System serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments to be done in concert with the online science curriculum
- Parent/Guardian reviews the days lessons and activities with the student
- Five subject areas are prepared for the day's learning activities
- Students attend synchronous learning sessions present under the direction of the Teacher

- Student interacts with others online in the development of group projects and assignments that require peer collaboration to complete
- Student 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 student
- Students work independently on skill and knowledge attainment assignments
- Student reviews expected outcomes for the day
- Student takes 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
- Teacher, Student and Parent/Guardian review daily progress and Teacher modifies AMP System's course pacing and supplemental lessons as needed to maximize the learning potential of the student
- Parent/Guardian logs into Parent/Guardian AMP System account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with Parent/Guardian and Student at least every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

HIGH SCHOOL 9-12 SAMPLE ACTIVITIES:

- Student logs into AMP System
- AMP System serves up lessons for the day and scheduled activities including those activities to be supported by off-line 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 daily lessons and activities with the Parent/Guardian
- Students review expected outcomes for the day
- Five subject areas are prepared for the day's learning activities
- Students attend synchronous learning sessions present under the direction of the Teacher
- Student interacts with others online in the development of group projects and assignments that require peer collaboration to complete
- Student 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 student
- Student takes 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. Teacher, Student and Parent/Guardian review daily progress and Teacher modifies AMP System's course pacing and supplemental lessons as needed to maximize the learning potential of the student
- Students may participate in interest clubs, student government, and intramural sports
- Student participates in community support activities

- Parent/Guardian logs into Parent/Guardian AMP System account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with Parent/Guardian and student at least every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Differentiation Strategies

Differentiated intervention opportunities are built into courses for teachers to leverage in small group and 1:1 instruction. Teachers have access to multiple points of data to triangulate where students' needs or gaps in unfinished learning are evident. Data sources include:

- i-Ready assessment, lessons passed and quiz passage percentage
- Short Cycle assessment data
- Quiz data from supplemental resources such as BrainPOP, IXL, Khan Academy, or Newsela
- Quizzes or Unit tests from Curriculum resources
- Teachers can create small groups and change visibility of course content.
- Students who are identified as having an IEP or a 504 are quickly identified within the course with a special icon next to their name allowing teachers the ability to adjust and accommodate appropriately.
- Assessments within each course can be modified in a variety of ways to meet the needs of all students.
 - Retries or attempts
 - Time allowed for quiz
 - Number of questions
 - Calculator tool available
 - Printing of assessment
 - Electronic highlighted notes
 - Adding questions to assessment
 - Randomizing question order
- Visual cues are placed throughout each lesson to help scaffold and organize learning.
- Students may choose to listen to text being read aloud by selecting the “listen” button.
- Teachers can adjust the scope and sequence of a course, add, and delete assignments.

The following page includes snapshots of differentiated instruction guides for various grade levels and subject areas. The items are organized by standard and/or topic, and then the guides pull the available content and tools, sorted by vendor, which are applicable to each area.

Differentiated Instruction Guide for Elementary School

3rd English Language Arts				
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Standard/Topic	i-Ready	IXL	Newsela	BrainPop
Screencasts	Finding Intervention Skills in i-Ready	IXL Skills Tutorial	Newsela Lexile/Search Tutorial	BrainPOP Search Tutorial
Comprehension: Literature				
Describe characters in a story and explain how their actions contribute to the sequence of events.	2 Years Below Grade Level: Describe Characters	1 Year Below Grade Level: Analyze stories (UC6)	Lexile Level 1 Year Below: 300-500	Grade Band Activities: BrainPop Jr. Sequence Character
	1 Year Below Grade Level: Describe How Characters Act			
	On grade level: Understand Characters	On grade level: Use actions and dialogue to understand characters (PQQ)	Lexile On Grade Level: 501-620	Short Story
	Lesson 1 year above: Describing Characters	1 Year Above Grade Level: Distinguish characters' points of view (LGA)	Lexile 1 Year Above Grade Level: 621-780	BrainPop Book Report
Distinguish their own point of view from that of the narrator or those of the characters.	Lesson 1 year below: Close Reading: Identify Points of View	On grade level: Distinguish characters' points of view (N7R)	Lexile Level 1 Year Below: 300-500	Grade Band Activities: BrainPop Jr. Character Short Story
	On grade level: Close Reading: Points of View About a Story	1 Year Above Grade Level: Distinguish characters' points of view (LGA)	Lexile On Grade Level: 501-620	BrainPop Book Report
	Lesson 1 year above: Close Reading: Comparing Points of View		Lexile 1 Year Above Grade Level: 621-780	Point of View

Differentiated Instruction Guide for Middle School

6th Math					
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Standard/Topic	i-Ready	IXL	CK12	BrainPop	Khan Academy
Screencasts	Finding Intervention Skills in i-Ready	IXL Skills Tutorial		BrainPOP Search Tutorial	How to Search in Khan Academy
The Number System					
Fluently add, subtract, multiply, and divide multi-digit decimals using the standard algorithm for each operation.	1 Year Below Grade Level: Divide Decimals	2 Years Below Grade Level: Add two numbers up to five digits (RG2)	Grade Band Activities: Adding and Subtracting Decimals with the Standard Method Multiplying Decimals with the Standard Method Decimals Divided by Decimals	Grade Band Activities: BrainPop Jr. Quasilaterals Milliliters and Liters BrainPop Dividing Decimals Division Decimals	2 Years Below Grade Level: Multiply and Divide by 10 Multiple Whole Numbers by 10 Place Value Blocks
	On grade level: Division of Whole Numbers and Decimals Division of Decimals Multiplication of Decimals	1 Year Below Grade Level: Add and subtract decimals: word problems (35U) On grade level: Add and subtract decimal numbers (79J) Add and subtract decimals: word problems (77I) Complete the decimal addition or subtraction sentence (QRH)			1 Year Below Grade Level: Multiply by Taking out Factors of 10 Multi-Digit Multiplication Estimate Multi-Digit Multiplication Problems
	1 Year Above Grade Level: Expressing Fractions as Decimals	1 Year Above Grade Level: Add and subtract decimals (BP2)			On grade level: Subtracting Decimals: Tenths Adding Decimals: Tenths Dividing Decimals: Hundredths Adding Decimals: Thousandths
					1 Year Above Grade Level: Adding & Subtracting Rational Numbers Adding & Subtracting Negative Fractions

Differentiated Instruction Guide for High School

9th ELA					
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Standard/Topic	i-Ready	IXL	BrainPop	Khan Academy	Newsela
Screencasts	Finding Intervention Skills in i-Ready	IXL Skills Tutorial	BrainPOP Search Tutorial	How to Search in Khan Academy	Newsela Lexile/Search Tutorial
Comprehension: Literature					
Determine a theme or central idea of a text and analyze in detail its development over the course of the text, including how it emerges and is shaped and refined by specific details; provide an objective summary of the text.	2 Years Below Grade Level: Summarizing Literary Text	2 Years Below Grade Level: Determine the themes of short stories (GQ5)	Grade Band Activities: BrainPop Jr. Jackie Robinson Ruby Bridges Computer Programming BrainPop Theme	2 Years Below Grade Level: Living Tongues: reading poetry; Languages 7 Mysteries of the Past: reading realistic fiction; A View from the Walnut Tree 7	Lexile Level 2 years below: 101-109
		1 Year Below Grade Level: Match the quotations with their themes (STM) Determine the themes of short stories (YUH)		1 Year Below Grade Level: Crossing the Line: reading realistic fiction; Whatever It Takes 8 Obscuring the truth: reading realistic fiction; The Open Window 9 Funny Business: reading drama; A Midsummer Night's Dream 6	Lexile Level 1 years below: 110-180
		On grade level: Match the quotations with their themes (LGS) Analyze short stories: set 1 (25P) Analyze short stories: set 2 (WHN)		On and grade level: Social Psychology: reading creative fiction; The Righting 9 The Apocalypse: reading post-apocalyptic fiction; The Scarlet Plague 9	On grade level: 1191-1260
		1 Year Above Grade Level: Analyze rhetorical strategies in historical texts: set 1 (M48)	Reading a Newspaper Reading Skills	The Apocalypse: reading science fiction; The Shop Assistant's Tale 9	Lexile Level 1 year above: 1191-1260

MTSS

VPA of Idaho will implement a Multi-Tiered System of Supports (MTSS) that adheres to the guidelines set by the Idaho Department of Education, as updated February 2022. MTSS is a responsive system designed to support educators to deliver effective academic and behavioral instruction, allowing all students to learn, grow, and master grade level standards.

VPA of Idaho has a process that facilitates identification and intervention for students who need additional support, utilizing the academic components MTSS and the Positive Behavior Incentives Systems (PBIS) for classroom management and student motivational support. The MTSS model seeks to formalize this sequence of teach-assess-intervene, and it has gained significance because of the Individuals with Disabilities Education Act (IDEA, 2004). This federal regulation concerning the placement of students into Special Education encourages the development of MTSS programs in schools to better evaluate students before identifying them for Special Education services.

Miller and Giugno (2008) identified some general principles to be considered in developing an MTSS program, including monitoring student progress over time, incorporating various research-based instructional methods, using collaborative problem solving, encouraging parent involvement, and implementing a school-wide effort. VPA of Idaho has MTSS support for all three tiers of MTSS and a systematic approach to progress monitoring and data analysis. While some states have not officially adopted MTSS, it is the common language and becoming the mainstream term used for multi-tiered support.

Key elements of the school's MTSS system include:

Leadership

MTSS leadership is a team approach by which leaders empower personnel to work together and meet academic and behavioral needs of all students and the greater school community. In addition, leadership teams will provide opportunities for continuous professional learning.

- **Preventive Focus:** Teachers have a preventive focus for students to achieve Tier I, including benchmark data aligned with standards-based instruction and mastery. Examples of preventive focus would include intense, evidence-based core instruction, consistent progress monitoring for all students, professional learning, and coaching of teachers, and building leadership on the articulation of teaching and learning and standards-based instruction.
- **Schools Leadership:** A MTSS Handbook assists VPA of Idaho staff in following MTSS guidelines for literacy support of students. Network leadership also assists in creating and presenting network and building-wide professional learning, facilitates in-network and building specific academic team meetings for MTSS, and supports the fidelity of interventions and supplemental instructional supports within the building.
- **School-Based Leadership:** Building leadership assists in following guidelines for MTSS for literacy support of students. Building leadership also assists in creating and presenting building-wide professional learning, facilitates in building specific academic team meetings for MTSS, and supports the fidelity of interventions and supplemental instructional supports within the building.

- **School-Based Professional Learning:** VPA of Idaho has MTSS and instructional support professional learning. Title teachers, aides, and classroom teachers receive yearlong professional learning for instructional strategies for emergent readers and scheduled professional learning on instructional supports for Tier II and III supports.
- **School-Wide Scheduling:** Tier I, II, and III teachers have building-wide schedules to ensure students in need of additional support are receiving services. Schedules are created by these teachers and finalized by building leadership.
- **School-Wide Instructional Teams for All Tiers:** VPA of Idaho will have an MTSS chairperson(s) to ensure that meetings are scheduled quickly and frequently. Each team consists of building leadership, grade-band chairs, the classroom teacher(s), Title teacher(s), behavior specialists (if applicable), and intervention specialists. The student's parents/guardians in the MTSS process are also on the team. These teams are supported by district leadership.
- **MTSS Resources:** Teachers have access to the MTSS (Response to Intervention) Handbook, aligning with state expectations for MTSS. Also, VPA of Idaho has access to digital MTSS resources and research-driven instructional practices.
- **Communication:** VPA of Idaho has procedural expectations for parental communication, including (but not limited to): parent phone calls about student progress, paper, and digital invitations for each tier of MTSS instruction, and standards-aligned trackers to track the academic progress of students. Tiered instruction and high student achievement are monitored in real-time by network and building-level support using digital outlets.
- **Fidelity** is measured by lesson planning and implementation for MTSS support staff, the MTSS school-wide chairperson, and the district support team. Each intervention and support used within the building has a prescribed amount of time and frequency of use. This information is monitored and reviewed by the district and building leadership.
- **Assessment and Evaluation:** Students are assessed on a frequent and systematic level for academic growth and mastery of standards-based instruction. School-based leadership teams meet bi-weekly to discuss the growth of students and data-driven discussions for literacy and academic support based on student needs. Title teachers are evaluated using the State Teacher's Evaluation System by building leadership.

Assessment

Assessment as part of MTSS utilizes a comprehensive system that includes a cycle of assessment, decision making points designed as team approach to data-based decision making. Idaho's Comprehensive Assessment System, used in MTSS includes diagnostic, formative, interim, progress monitoring, screener, and summative assessment used for identified purposes to guide teaching and learning.

- **Diagnostic assessment** is given at any time and extracts precise information about students' specific skill sets to inform instructional interventions delivered to students at tier II and tier III of multi-tiered instruction.
- **Formative assessment** is a planned, ongoing process used by all students and teachers during learning and teaching to elicit and use evidence of student learning to improve student understanding of intended learning outcomes and support students to become self-directed learners.

- **Interim assessment** is administered at various points throughout the learning process to determine whether students are on track toward proficiency of the content standards and to provide teachers with information to refine their instructional practices.
- **Progress monitoring assessment** is administered frequently to closely monitor student growth toward proficiency of concepts, skills, and grade level content and to inform teachers in the effectiveness of instructional practices. Tier I progress monitoring support is outlined by network-aligned assigned calendars. Tier II supports are completed bi-weekly, monitoring each student discussed during MTSS building meetings. Tier III-supported students are progressed on a monthly schedule, with all data being compiled and discussed during MTSS building meetings. Resources for progress monitoring and systematic progress monitoring plans are available for each tier of instruction. These resources are based on best practices for instruction and are evidence-based intervention strategies.
- **Screeners assessment** is given before instruction to inform educators of where students are beginning their learning and help teachers plan and differentiate core instruction for small groups and individual students. VPA of Idaho has access to various universal screeners that can be utilized based on the individual needs of the students and teachers, including, but not limited to, i-Ready, NWEA, DIBELS Next, or Aimsweb.
- **Summative assessment** is given at the end of the learning process and allow students to demonstrate what they know and can do and provide teachers with information related to proficiency of claims and targets. Students identified within the lowest 25% of students in Math and/or ELA will be immediately placed into intervention groups to ensure that instruction supports the accomplishment of learning gains within the school year. Each time data is disaggregated at the subgroup level, this group will be called out as an additional subgroup.

Data Based Decision Making

Data-based decision making is the structured design to gather both qualitative and quantitative data followed by analysis that determines how to positively influence school, instructional, and behavioral practices. Teachers have access to various formative and summative assessments and district-wide progress monitoring for students identified as at-risk or low-performing.

Multi-Tiered Instruction

Multi-tiered instruction is designed to provide diverse students with tailored academic and behavioral instruction, intervention, and enrichment to ensure all students progress toward mastery of standards. Evidence-based practices and strategies at each tier include academic and behavioral instruction that are equitable, differentiated, and accessible for all students. Responsive instructional practices are structured to support learning opportunities that optimize engagement, academic and behavioral growth and enable teachers to meet students where they are.

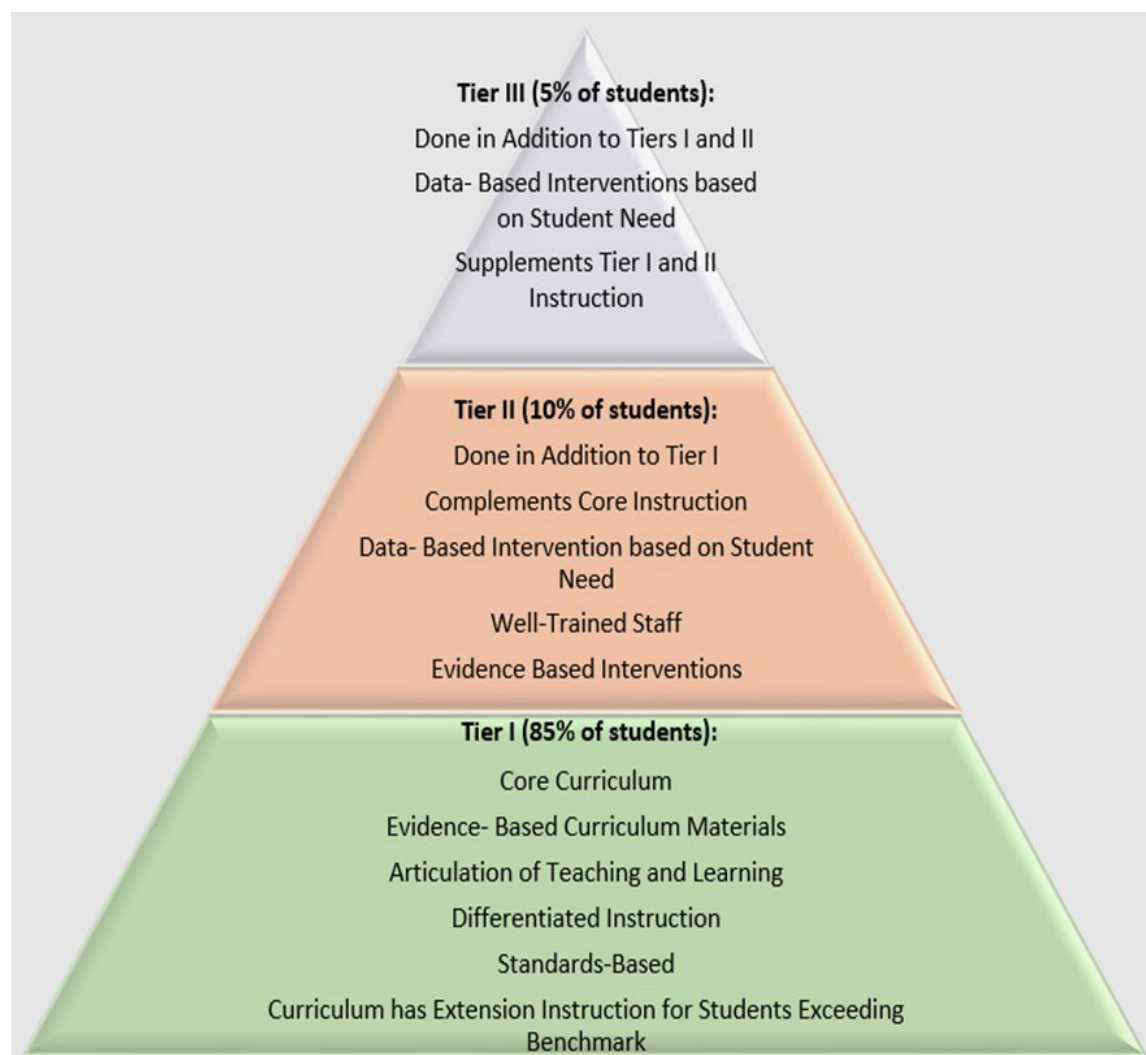
Tier I (Core) instruction and supports are provided to all students in a general educational classroom setting and includes educator led small groups to provide differentiated learning. Core instructional and behavioral practices and strategies are evidence-based and are tightly aligned to state academic standards.

Tier II (Secondary) instructional and behavioral interventions are provided to approximately 18-20% of students. Tier II is aligned to core instruction and supports and supplemental to the instruction already

provided in Tier I. More specifically, tier II provides students more frequent and varied learning opportunities to support their acquisition of identified skills and concepts that lead to improved outcomes.

Tier III (Tertiary) instructional and behavioral interventions are provided to approximately 5% of students for whom tier I and II instruction and intervention have not adequately supported student growth. Tier III is targeted evidence-based intervention provided with increased duration, frequency, and intensity to individuals or small groups to ensure students have the necessary skills to access and make adequate growth toward high standards and grade level outcomes. Tier III intervention is not special education. Moreover, students with disabilities are not automatically Tier III students.

As students receive and successfully respond to tailored interventions as demonstrated by improved academic and behavioral performance, they fluidly transition between tiers. Therefore, students are not defined by their tier or abilities, but rather the tiers are defined by the level of support they provide the students.



Family and Community

Family & Community in MTSS represent a partnership between educators, families, and the greater school community. Family & Community Engagement creates relationships between educators and families through collaborative and structured efforts.

Engagement Protocol: All students will be expected to continuously engage in instructional programming to succeed in the partner school. The school engagement protocol is an accountability-focused approach to student and family engagement. This protocol sets a minimum level of daily expectation for students and families.

Support Levels:

Student Services staff, teachers, and administration will monitor attendance, course completion, assignment submission, and compliance with school and state assessment requirements to determine a student's engagement level.

- *Level 1:* General school-wide prevention and programming.
 - o Onboarding, homeroom support, live instructional sessions, student group activities
 - o Compliance with school policy regarding attendance, engagement, assignment completion, and communication is expected
- *Level 2:* Engagement or course progress concerns require the student to receive additional support and progress monitoring through an intervention plan.
 - o During this period, the focus will remain on enhancing academic growth through increased contact with teacher and support staff, or modification of learning goals. Student Services staff will collaborate with teachers to identify any barriers interfering with students' education, setting specific goals, and creating a Student Success Plan to provide additional support or accountability. Individual check ins and/or additional small group sessions may be required.
 - o Teachers and Student Services team members identify intervention methods with the student and learning coach. The advisory teacher will facilitate the process, monitor progress, and provide regular, formal follow-up.
 - o In review of the plan, the following actions may occur:
 - Excellent progress – student is re-assigned to Level 1 supports
 - Moderate progress – student continues receiving Level 2 supports and review
 - No progress – student is escalated to administration
- *Level 3:* All available resources and interventions have been exhausted for a student. Students are escalated to administration for next steps, including transfer to another school program to address their individual needs more appropriately.

Student Success Plans:

The Student Success Plan is an essential part of the Student Services model. The success plan outlines the individual student needs and specific actions for a student to become successful with the goal of academic achievement. Student Services, teachers, students, and learning coaches develop the Student Success Plan. The assigned Student Services team member facilitates the process, monitors the plan, and provides ongoing follow-up.

Assessment

A robust assessment plan is the cornerstone of any successful instructional program. To verify curricular alignment, ensure instructional efficacy, and monitor student learning, schools must employ several types of testing methods to determine what students are learning, how teachers are teaching, and what instructional and curricular decisions must be made regarding scaffolding, alignment, adjustments, and interventions. In a balanced assessment program, school leaders plan for diagnostic, formative, interim and summative assessments. In this way, assessment results provide identification of students in need of intervention, feedback to teachers about instructional practice, and verification of curricular strengths and weaknesses.

In creating VPA of Idaho's annual assessment calendar the school team will work with the Curriculum and Assessment team and the 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 Plan).

Data Informed Instructional Plan

Review and dissemination of state assessment data are critically important to the continued improvement of student outcomes. The school recognizes that student participation in state assessments is of paramount importance. School leaders will create a school state testing plan that ensures students have safe and convenient spaces to test. The staff will work with students to overcome any obstacles to test attendance, such as lack of transportation. Communication about testing requirements and schedules will begin well in advance of the testing windows and continue up to the point of administration.

All students will be required to take state-mandated assessments, and equal access to testing will be provided for students with disabilities. Parents/Guardians will be provided information on each of their student's required state tests for that school year at point of enrollment or at the start of the school. The school handbook will also provide a list of required state assessments. Teachers will also communicate with their students and parent/guardians about positive aspects of assessment, reinforcing the importance and value of their student's participation.

Upon state summative assessment data release, school administrators will access data in state reporting systems. Data will be reviewed and used to prepare for professional development sessions and teacher-based team meetings. The below paragraphs detail how data is used to inform instruction. The school's Strategic Improvement Plan will be reviewed and updated considering how well existing academic student outcome goals were met.

Information on state assessment results and progress towards established school goals will be provided to the Board of Trustees, staff, and school community (parents and guardians). An annual report will be created for the ~~h~~Board and posted online. All parents will be provided with information on accessing school data directly on the state accountability website.

Each year the Head of School and Principal will work with teachers and the assessment team to create VPA of Idaho's 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.

The Data Informed Instruction Plan will detail 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. The assessment calendar will inform specific data to be reviewed at each meeting. For example, in August, teacher teams will work with the administration to review last year's state assessment results. In late September, teachers could review data from the diagnostic assessment taken in August. In November, short cycle assessment and course-level data might be the review's focus as the first quarter closes. Teachers can review mock assessment data in January as they get closer to state testing.

During these conversations data will be reviewed through multiple lenses:

- Proficiency and growth data
- 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 much 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 Curriculum and Assessment team so that supplemental resources and additional content can be provided.

Assessment System

School leaders plan for a balance of diagnostic, formative, interim, and summative assessments to identify students in need of intervention, offer feedback to teachers about instructional practice, and verify curricular strengths and weaknesses. Teachers access student assessment results in trackers that use color-coded formatting to determine individual student needs and group trends. Teachers use this data to inform student groupings and differentiated plans for targeted instruction.

With the support from a computer-adaptive benchmark assessment given three times per year, consistent data touchpoints on where students are year-round help create a cycle of data that incorporates best practices in assessment. By providing early feedback to students throughout the year on all assessments, schools allow for year-round support to master state standards.

Assessment Schedule

- o Short-Cycle Assessments:
 - o Short-cycle assessments are standards-based and align to our curriculum and pacing. SCAs are administered every 2-4 weeks, with a pretest, teaching and intervention, and posttest cycle.
 - Research: The Short Cycle Assessment process is a structure that uses data to determine student mastery, and to provide intervention on gaps in learning, by setting up assessments and teacher teams using short term cycle tests of student data. Developed from a review of state assessments, teachers provide a pre-assessment before teaching the standard, followed in 2 to 4 weeks with a post-assessment to measure the student learning of that standard. These short cycles are meant to last 2 to 4 weeks and are guided by the teacher and building teams to identify instructional strategies needed to intervene and provide further instruction for each individual student based on the data from each assessment.
 - Robert Dufour's PLC model provides a framework for using data to improve teaching and learning. The Short Cycle Assessments provide systematic, regular data that can be analyzed from a teacher level to improve instruction, to a district level to help identify gaps in curriculum DuFour, R. (2015). How PLCs do data right. *Educational Leadership*. 73(3), 26.
 - Marzano, (2003), Using Data; Two Wrongs and a Right. *Educational Leadership*, 60(5), 1-2
 - Carr, Chad R., "Columbus Preparatory Academy: A Case Study" (2017). *Morehead State Theses and Dissertations*. 117. https://scholarworks.moreheadstate.edu/msu_theses_dissertations/117.
 - o Course Assessments:
 - o StrongMind
 - Checkpoints are short quizzes that are used to assess mastery of lesson objectives aligned to state standards.
 - Unit Exams are assessments used at the end of each unit. It is an exam that will assess mastery of unit objectives aligned to state standards.
 - Course Exams are the last lesson of the course and consist of questions that evaluate students on the concepts and information learned in the course and are aligned to state standards.
 - Research: StrongMind engages in meaningful research to better understand factors associated with student engagement and academic success. The StrongMind team leading these research efforts includes researchers with doctoral degrees in education measurement, data scientists who have published in the field of machine learning, and established thought leaders in user-experience research for courses.

Findings from investigations assist to make impactful, data-driven decisions to guide the development of products and interactive tools that deliver effective educational experiences and improved academic outcomes.

- eDynamic

- Formative/Summative Assessments: 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.
 - Research: eDynamic courses are designed by teachers and industry subject matter experts. The learning curriculum utilizes concepts that pertain specifically to the Gen Z generation. The three focused learning theories include behaviorists, constructivism, and cognitivism. Each course incorporates Bloom’s Taxonomy to promote higher-order thinking skills within their lessons, activities, and assessments.

- Accelerate Education

- The assessment types noted are representative of the varied types of assessments utilized within Accelerate Education courses.
 - (1) Self-check: Each learning object includes at least one formal self-check, which is presented to students prior to the lesson's formative assessment. Each self-check includes 1 - 3 questions per objective and provides specific instructional feedback intended to correct misconceptions and remind students of the lesson's key concepts. Additional, less formal self-checks appear throughout each lesson in the form of multiple-choice questions with feedback as well as clickable items such as flashcards and 'hidden answer' tables.
 - (2) Formative Quiz: Each learning object includes a formative quiz consisting of multiple-choice and/or free response questions that assess students’ understanding of the lesson's objectives. The quiz also provides instructional feedback for each question once students have completed all the questions.
 - (3) Summative Exam: Summative exams include module (unit) exams and a final exam. Some courses also include a semester exam. Questions are carefully aligned to course/module objectives and include instructional feedback. Question types are a mixture of multiple-choice (computer scored) and free response (teacher graded) items.
 - (4) Discussion: As a rule, each module includes a discussion board assignment designed to encourage collaboration, assess speaking and listening skills related to discussions, and establish a sense of community within the course.
 - (5) Authentic Assessment: Each module includes at least one authentic assessment that assesses students’ mastery of a number of the module objectives. Authentic assessments include a specific and detailed rubric

and require students to create a product of some kind that demonstrates knowledge and progress in relation to the module's objectives. The online teacher grades these assignments.

- (6) Writing Assignment: All language arts courses, and some other courses as well require a minimum of one writing assignment per module. Typically, students build each writing assignment over several lessons/learning objects but within one module. Where appropriate, student samples are provided as models. In all cases, a rubric is also provided to both students and teachers. The online teacher grades the writing assignments.
- Research: The Accelerate Education curriculum offers rich and engaging content that has been carefully designed to meet the standards required by states. Students are engaged in a variety of activities and assessments appropriate to the courses being studied, including labs, journals, written assignments, discussions, group and individual projects, formative assessments, objective tests, and written exams. 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 Academy. Our curriculum is offered at the elementary school, middle school, and high school levels in original credit and for credit recovery.
- FlexPoint
 - FlexPoint curriculum is designed to engage students in a variety of activities and formative assessments throughout their learning experience. Guided and independent learning experiences are designed to meet the needs of 21st century learners. Assessments are methods of measuring student learning and/or student achievement against a desired outcome or standard.
 - Diagnostic Prescriptive Assessments: are pretests designed to identify a student's strengths, weaknesses, knowledge, and skills prior to instruction. Results provide an important snapshot of information to help individualize instruction.
 - Formative Assessments: are on-going assessments, reviews, and observations of student performance used to modify instructional methods and provide self-assessment.
 - Summative Assessments: make a judgment of student competency after an instructional phase is complete.
 - Authentic Assessment: refers to assessment tasks that resemble reading and writing in the real world and in school (Hiebert, Valencia & Afflerbach, 1994; Wiggins, 1993).
 - Performance Assessment: requires students to demonstrate their knowledge, skills, and strategies by creating a response or a product (Rudner & Boston, 1994; Wiggins, 1989)
 - Research: An important goal in FlexPoint curriculum development is to create a path for students that is the shortest road to mastery. The goal of mastery learning approaches is to have all students learn instructional material at

roughly equivalent, high levels... In their review of mastery learning programs, Kulik, Kulik, and Bangert-Drowns (1990) cite Bloom's (1976) formulation as the classic approach. In Bloom's model, students receive individualized instruction as necessary so that they all master course material. The basic approach reduces variation in final student performance through instruction suited to all students' needs.

- AMP
 - Interactive question types are used in every lesson to assess mastery of lesson objectives aligned to state standards.
 - Data from these lessons is exposed to the teacher for a quick snapshot of class performance.
 - Unit Quizzes are assessments used at the end of each unit. They assess mastery of unit objectives aligned to state standards.
 - Courses contain both auto-graded and teacher graded assessments.
 - Assessments include audio support for pre and emerging readers.
 - Data from lessons is tracked to make improvements in courses year over year

Strategies for Serving Special Populations

At Risk Students

VPA of Idaho has a process that facilitates identification and intervention for students who need additional support, utilizing the academic components MTSS and the Positive Behavior Incentives Systems (PBIS) for classroom management and student motivational support. The MTSS model seeks to formalize this sequence of teach-assess-intervene, and it has gained significance because of the Individuals with Disabilities Education Act (IDEA, 2004). This federal regulation concerning the placement of students into Special Education encourages the development of MTSS programs in schools to better evaluate students before identifying them for Special Education services.

Miller and Giugno (2008) identified some general principles to be considered in developing an MTSS program, including monitoring student progress over time, incorporating various research-based instructional methods, using collaborative problem solving, encouraging parent involvement, and implementing a school-wide effort. VPA of Idaho has MTSS support for all three tiers of MTSS and a systematic approach to progress monitoring and data analysis. While some states have not officially adopted MTSS, it is the common language and becoming the mainstream term used for multi-tiered support.

Key elements of the school's MTSS system include:

Engagement Protocol

All students will be expected to continuously engage in instructional programming to succeed in the partner school. The school engagement protocol is an accountability-focused approach to student and family engagement. This protocol sets a minimum level of daily expectations for students and families.

Support Levels

Student Services staff, teachers, and administration will monitor attendance, course completion, assignment submission, and compliance with school and state assessment requirements to determine a student's engagement level.

- *Level 1:* General school-wide prevention and programming.
 - Onboarding, homeroom support, live instructional sessions, student group activities
 - Compliance with school policy regarding attendance, engagement, assignment completion, and communication is expected
- *Level 2:* Engagement or course progress concerns require the student to receive additional support and progress monitoring through an intervention plan.
 - During this period, the focus will remain on enhancing academic growth through increased contact with teachers and support staff, or modification of learning goals. Student Services staff will collaborate with teachers to identify any barriers interfering with students' education, setting specific goals, and creating a Student Success Plan to provide additional support or accountability. Individual check-ins and/or additional small group sessions may be required.
 - Teachers and Student Services team members identify intervention methods with the student and learning coach. The advisory teacher will facilitate the process, monitor progress, and provide regular, formal follow-up.
 - In review of the plan, the following actions may occur:
 - Excellent progress – student is re-assigned to Level 1 support
 - Moderate progress – student continues receiving Level 2 support and review
 - No progress – student is escalated to administration
- *Level 3:* All available resources and interventions have been exhausted for a student. Students are escalated to administration for next steps, including transfer to another school program to address their individual needs more appropriately.

Special Education








VPA of Idaho will comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), the Individuals with Disabilities Education Act ("IDEA"), as well as Idaho State Rules. The proposed school administrative office will be ADA compliant.

To maintain compliance with applicable state and federal law, VPA of Idaho will ensure that students with disabilities are provided with a variety of services and educational programs, and will adhere to the policies, procedures and practices as outlined in the Idaho Department of Special Education's [Special Educational Manual](#) from 2018.

Assistive Technology (AT)

In addition to the services outlined in the Special Education Manual, VPA of Idaho has access to a myriad of tools within AMP, including Assistive Technology (AT). AT is any device that helps those with disabilities have equal access to the curriculum. These tools might include recording devices, closed captioning, personal listening devices, and special keyboards. If the IEP team determines that a student

needs assistive technology devices or services, VPA of Idaho will provide – at no extra cost to the family - the requisite AT, including any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized. Students have access to screen readers, text readers, dictation and word prediction software, large monitors, alternative keyboards and mice, and other AT as specified in the IEP.

	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

Transition

The IEP team will invite the student to join and participate in an IEP meeting to develop a transition plan to take effect when the student is 16 years of age, or earlier if the IEP team determines it appropriate. The transition plan will be developed with the student's information during the transition assessments, and parental input when appropriate. The transition plan will prepare the student to move from school to post- school activities, including post-secondary education, vocational education, or adult education independent or supported employment and, when appropriate, independent living skills or community participation. The plan will be developed in accordance with state law, and using the directives found with Idaho's [Graduation and Guidance tool](#).

Gifted Students

Gifted and high-ability students will thrive at VPA of Idaho. VPA of Idaho implements a meaningful program for gifted learners that provides a rigorous curriculum, support from guidance, monitoring academic achievement, and reviews to ensure effective programming for each student. These learners will be provided with the most appropriate curriculum, pacing, and teaching approaches from day one through the placement process.

Teachers will work closely with the parent/guardian and the VPA of Idaho curriculum team to ensure a steady flow of enrichment activities for students working above grade level. Students will further benefit from the advantages of virtual gifted education as they will be able to work at their own pace without the restraints of traditional school classroom pacing.

Students that meet the eligibility criteria will be evaluated to determine placement. The team will review data related to academic achievement, behavior concerns, assessment results, and academic progress. Evaluation will be based on the student's need for a particular instructional program, the characteristics of the gifted, intellectual development as determined through state and school-based assessments and may include those evaluation procedures specified in an approved district plan to increase the participation of students from underrepresented groups in programs for the gifted.

Students who meet the eligibility criteria and the evaluation determines gifted placement is appropriate will have a team meeting to determine the educational plan (EP). During this meeting, the gifted coordinator, teachers, parents, and the student will discuss the curriculum, instruction, related services, accommodations, and instructional model. Related services may include occupational therapy, physical therapy, or counseling. The EP will include present levels of educational performance, student goals, instructional model, student progress updates, and the timeframe of the services, including hours and frequency. Once a student has an active IEP, the plan will be reviewed and revised at least every three years for students in grades K-8 and at least every four years for students in grades 9-12.

Students that are classified as gifted will receive the same rigorous courses as all students at VPA of Idaho. In addition to grade-level coursework, gifted students receive extended activities that support their educational plan. Using short-cycle assessments, teachers are equipped with data-driven metrics that provide individual achievement of the standards for each student. This individualized approach allows students to progress through the coursework at their own pace supporting active learning, increased comprehension, and responsibility.

As the program expands, opportunities will be provided for students to increase independent study, mentorships, dual enrollment, elective courses outside of the core curriculum, and Science, Technology, Engineering, and Mathematics programs. These opportunities will be based on gifted learners and their identified needs at VPA of Idaho.

Special Education and general education teachers will collaborate to make necessary adaptations and modifications. As determined by the EP Team, additional instruction and support may be provided for gifted students.

English Language Learners

All ELL students enrolled at VPA of Idaho will receive programming appropriate to their level of English proficiency, their level of academic achievement, and any special needs they may have. ELL students will have equal access to appropriate English language instruction, as well as instruction in basic subject areas, which is understandable to the students given their level of English proficiency, and equal and comparable in amount, scope, sequence, and quality to that provided to English language learner (or non-ELL) students. Instructional services will be documented in the form of an English Language Learner

Student Plan (ELP). VPA of Idaho will ensure that ELL students receive the support and services needed to access and succeed within the educational program, and that the ELP offers and remains consistent with all elements of the Idaho Department of Education's [English Learner Program Manual](#).

Professional Development Plan

Effective professional development is key to maximizing success and improving high student achievement. VPA of Idaho has created a robust professional development plan, shown in the content plan chart on the following page, which sets the school apart from other charters in the state. The approach of the VPA of Idaho professional development plan is to include a thorough and engaging new teacher orientation training and onboarding as well as ongoing training specific to the virtual model and pedagogy found in the mission and vision.

New Teacher Orientation and Onboarding

Teachers new to VPA of Idaho 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 VPA of Idaho 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.

Training Specific to VPA of Idaho Model

All staff will receive numerous hours of professional development related to student engagement, boosting achievement, working with subgroups, and other topics - all as they are encountered in the online environment.

Professional development will be provided using both in-person and online modalities. Along with participation in monthly online professional learning communities, staff will be trained in differentiated instruction techniques, enabling them to identify students' learning styles and create learning activities compatible with the students' needs. At the same time, the staff will be trained to use various assessments and interpret those results to personalize instruction based on individual student needs.

The Head of School will be responsible for the annual professional development plan and work with the ACCEL Schools Vice President of Operations to create it.

The ideal teacher hire will have prior teaching experience at brick-and-mortar schools and online environments. Prior to beginning their work with students, staff will receive ten days of robust staff development via synchronous live training sessions and asynchronous course work. Additional training will be scheduled during the school year at the beginning or end of the workday.

Asynchronous training course work will be completed in the exact Learning Management System that students will use, helping teachers to understand the student learning experience more deeply. Specific attention will be paid to topics such as building and maintaining student engagement, using data to inform instruction and differentiation, reaching all learners through Universal Design for Learning, identifying, and addressing skill gaps, and boosting achievement within low-performing student subgroups; other topics as needed. Please see below for a non-exhaustive list of training content.

Professional Development Content

Focus	Topic	Success Criteria
Learning Management System	Canvas Basics Canvas and the Instructional Model Communicating in Canvas Canvas Student and Teacher Dashboard Curriculum Maps and Canvas Online Course Set-Up Gradebook Set-Up Video Conferencing Tools Best Practices	Synchronous Training Session Participation Asynchronous Course Deliverables Completion of Course Set-Up Checklist Gradebook Set-Up Live Session Set-Up
Curriculum	Core Curriculum—Course Types Content Supplemental Curriculum	Synchronous Training Session Participation Asynchronous Course Deliverables
Instruction	Instructional Model by Grade Band The Learning Cycle Small Group Instruction Using Data to Inform Instruction	Synchronous Training Session Participation Asynchronous Course Deliverables
Student Information System	for Administrators for Teachers	Synchronous Training Session Participation Asynchronous Course Deliverables
Assessments	i-Ready, NWEA Mastery Connect State Assessments	Synchronous Training Session Participation Asynchronous Course Deliverables

Special Education	Basics and Compliance IEP Goals and Implementation Specialized Services Parent Participation	Candidate is judged proficient by the session leader.
Student Services and Supports	Best Practices in Student Orientation and Onboarding Using Data to Inform Engagement Engagement Intervention	Synchronous Training Session Participation Asynchronous Course Deliverables

School Calendar

Teachers receive ongoing support during weekly group meetings and an additional five in-service days throughout the year. A VPA of Idaho 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, and opportunities outside the school are offered including a variety of seminars and conferences teachers may attend based on their individual professional development plan. The days planned for professional development are captured in yellow on the school calendar, illustrated below.

VPA of Idaho School Calendar 2023-2024

JULY	AUGUST	SEPTEMBER	OCTOBER	Days of Instruction	
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	July	0
NOVEMBER	DECEMBER	JANUARY	FEBRUARY	August	19
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 31 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	September	20
MARCH	APRIL	MAY	JUNE	October	21
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	November	17
Key	Days of Instruction			December	14
Days of Instruction				January	20
Holiday				February	19
First Day of School				March	21
Last Day of School				April	17
Non-school Days				May	18
Staff Development Days				June	0
				Total	186

Section II: Financial and Facilities Plan

Fiscal Philosophy and Spending Priorities

Philosophy

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 of Trustees will each year set and revise expenditure goals for the upcoming school year to assure students, staff, and families can fully participate in the school program.

Expenditure Priorities

1. Fully licensed professional teaching and leadership staff
2. State of the art online curricular offering
3. Equipment to support student learning in an online environment
4. Student assessment and progress reporting
5. Teacher professional development
6. Leadership development
7. School operations
8. Board training
9. Family outreach

Transportation and Food Services

VPA of Idaho 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

Protocols and Procedures

It is anticipated that the Board of Trustees 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 of Trustees contracts with an ESP, through a State of Idaho approved procurement process, the VPA of Idaho Board of Trustees will have complete autonomy over the VPA of Idaho 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 of Trustees prior to the expenditure, which is subject to their consideration and approval. The VPA of Idaho Board of Trustees will select an independent audit firm.

Prior to opening, the VPA of Idaho Board of Trustees 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 VPA of Idaho 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 VPA of Idaho assets and transactions, and accurate financial reports.

The Treasurer will send or cause to be given to the members of the Board of Trustees such financial statements and reports as are required to be given by law. VPA of Idaho 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 with 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 book of accounts 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 of Trustees designates.
- Disburse or cause to be disbursed the corporation's funds as the Board of Trustees 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 of Trustees 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 of Trustees 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 accounts receivable 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 VPA of Idaho Board of Trustees, and the treasure will work in cooperation with the VPA of Idaho school staff to reconcile financial statements.

Facilities Plan

The fundamental design of the proposed charter school is to meet the unique needs of the 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 to the student's home addresses. Teachers will be teaching on-line classes from a home office and will conduct teaching and other duties as required from their home offices. The location of the proposed administrative 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 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 locations. 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 2023. Securing the facility will follow timeline below.

Facility Timeline

Month	Notice	Action	Completion
December 2022	Commission Approval	Initiate Charter Launch	Ongoing
February 2023	Facility Selection	Engage Realtor in Boise	Identify Facility
April 2023	Finalize Lease	Facility Improvement	Facility Open
August 26, 2023	Staff Development	Inservice Meetings	School Operation

Section III: Board Capacity and Governance Structure

Governance Structure

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.”

Upon charter approval additional Board of Trustees members will be seated to provide five Bboard 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.

Board Member Qualifications

Transition Plan

The VPA of Idaho Board of Trustees began as a founding Bboard with the privilege of governance. As the Bboard and the school grow together, Bboard members will engage in thoughtful continuous improvement practices to identify strengths and weaknesses in both Bboard member roles and participating members. The plan for this transition includes reviewing the individuals that best serve as members of an expansion or governing board when the opportunity presents itself. The goal is always to support the mission, vision, and growth of the school, maintaining a well-rounded and diverse Bboard and remaining connected to key organizations within the state.

Current and future Bboard members are aware, through the bylaws, that a goal of the VPA of Idaho is to promote and retain Bboard members that are committed to long-term service of the school’s mission. The bylaws are mindful of the desire for longevity of Bboard members and the need, at times for transition.

VPA of Idaho Bboard members will create and continually supplement a list of potential community members that exhibit diverse backgrounds as well as a variety of expertise to create a pool to choose from when an opening is available. This list will be initially comprised of community members who have shown interest in the development of the school.

VPA of Idaho Board of Trustees members have a passionate and vested interest in remaining as founding members for the school, and as such, there are no founding Bboard members that intend to resign and apply for a paid position with the school.

Board Member Recruitment and Training

The number of Trustees of the nonprofit 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 of Trustees 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). The names of the initial Trustees/Bboard members are noted below.

Name	State of Residence	Title/Position
Reed DeMordaunt	Idaho	Secretary/Treasurer
Marv Hagedorn	Idaho	Member
Sonja Howerton	Idaho	Board President
Garry Lough	Idaho	Member
Karen McGhee	Idaho	Member

Additional Application Support:

Name	State of Residence	Title/Position
James Konantz	California	Consultant
Lyndon Nguyen	Idaho	Attorney

Election

The Board shall elect the Trustees by a vote of the 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 is at the Board's discretion, and who 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 term for 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
 - Function 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 IPCSC staff as sources of training for charter school Board members. The training program will consist of several modules that are included as Appendix H3.

Section IV: Student Demand and Primary Attendance Area

Primary Attendance Area and Community Support

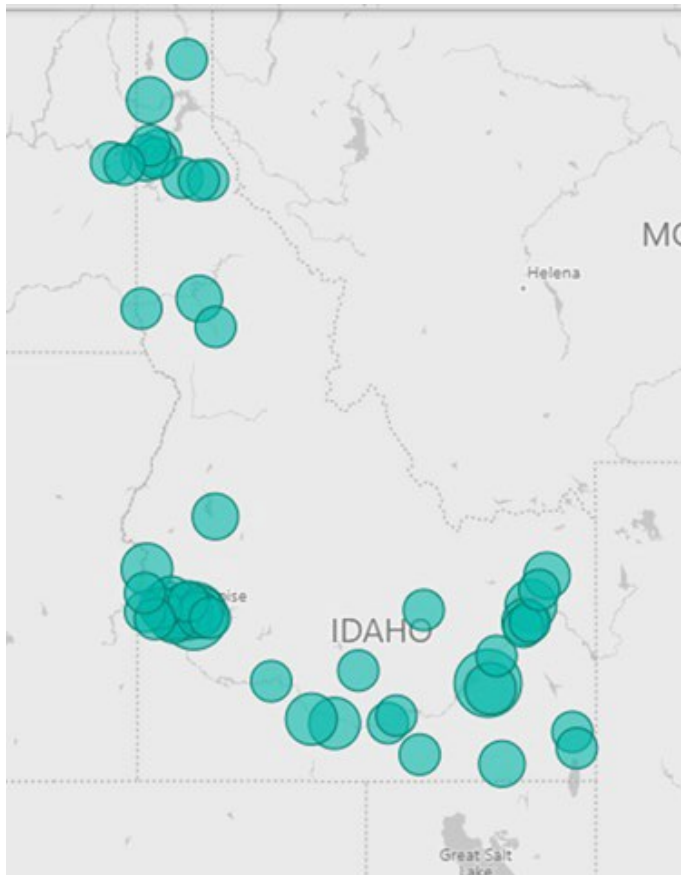
The primary attendance area of the proposed school is Idaho, statewide. VPA of Idaho will provide exceptional educational opportunities to students that require an alternative to the traditional classroom setting. Typically, students are drawn to the virtual option for a variety of reasons, including 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.

In January 2022, a 6-week campaign was launched to gauge the parent interest in a new online school. The goal was to capture as many unique responses as possible.

Tactics Utilized:

- VPA of Idaho Landing Page
- Responsive Display Ads
- Social Media

114 responses were collected from the locations illustrated on the map below. When compared to similar campaigns, this provides good indication that the enrollment projections can be achieved.



Student Demand and Population

The specific characteristics of our target population will include:

- 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 who, for whatever reason, have not had a successful traditional school experience.
- Students 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 individualized support from 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.

Subject	Grade	Population	Advanced Rate	Proficient Rate	Basic Rate	Below Basic Rate
ELA*	All Grades	All students	21.6	32.5	23.5	22.4
	High School	All students	24.6	35.5	22.2	17.7
	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
	High School	All students	13.7	18.9	27.7	39.7
	Grade 7	All students	17.5	22.4	28.7	31.3
Science**	All Grades	All students	28.9	30.0	22.0	19.1
	High School	All students	33.4	28.7	11.0	26.9
	Grade 7	All students	32.4	18.5	24.9	24.3

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

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

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).

To illustrate further need to serve this population, the State Board's Accountability Oversight Committee (AOC) presented a recommendation to the State Board at the April 2022 Board meeting, in which virtual schools were a topic for discussion. The main data points suggest that virtual students are proliferating and doing well:

- Virtual charters have the best attendance of any school type — even before the pandemic. Virtual charters show 95% (2019) and 93% (2021) attendance rates. Traditional schools were at 86% (2019) and 81% (2021) for comparison.

- There is a small group of virtual charters for whom that number jumped from 58% (2018) to 72% (2020) to 85% (2021). The report says, "...this group's size more than tripled and the percentage participating increased to 85%, on par with Charter Schools and Traditional Schools." (pg. 42)
- Virtual charters' graduation rates have fared VERY well from 2018-21. Graduation rates for brick-and-mortar charters decreased 13% over four years while the rate for virtual charters increased 24%. Even alternative virtual schools increased 8%. (pg. 47)
- Alternative virtual schools experienced growth in their 5 year graduation rates, too. The estimate is 2-8%. "These 5-year graduation rates reveal the importance of these schools to their students' likelihood of graduation." (pg. 47)

Enrollment Capacity

Admission to VPA of Idaho is open to any student grades Kindergarten through 12th residing 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 shall be admitted, subject only to capacity. Admission to VPA of Idaho 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	65	75	80
1	60	75	85
2	50	70	85
3	45	55	80
4	45	60	65
5	50	60	70
6	55	55	70
7	60	65	65
8	70	75	75
9	0	80	85
10	0	80	90
11	0	0	90
12	0	0	60
Total Enrolled	500	750	1000

Grade Span Enrollment Plan

	Year 1	Year 2	Year 3
Kindergarten	65	75	80
1 st -3 rd Grade	155	200	250
4 th -6 th Grade	150	175	205
7 th -12 th Grade	130	300	465

Enrollment to Maximum Cap of 2000 Students Per Year

	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10
K-8	500									
K-10		750								
K-12			1000	1500	2000	2000	2000	2000	2000	2000

Marketing Timeline

Month	Notice	Action	Completion
December 2023	Commission approval of Charter	Initiate Charter marketing	Ongoing
February 2024	Website development	Internal project plan implemented	Website published and operational
March 2024	Marketing campaign begins	Various outreach activities started enrollment begins	Leads generated from online queries Enrollment tracking underway
August 2024	Full enrollment	Student/teacher assignments completed	School is underway Marketing continues

Student Recruiting Timeline

Enrollment for the 23-24 school year will open on March 15, 2023. 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 with information. If the parent/student is interested in enrolling, they are directed to fill out an application any time after March 15, 2023. The marketing activities are ongoing throughout the year, but marketing activities will be most intensive from May-August when school search is most prominent.

Enrolling Underserved Families

VPA of Idaho will use various marketing efforts designed to reach a broad audience. VPA of Idaho does not discriminate on the basis of ethnicity, national origin, religion, disability, gender, economic status, or sexual orientation.

VPA of Idaho will not limit enrollment on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. VPA of Idaho will be nonsectarian in its programs, admission policies, and all other operations.

VPA of Idaho's marketing and recruiting plan may include, without limitation, the following specific strategies:

Tactic/Campaign	Audience	Estimated Spend (Yr 1)	Description
Website	ID families searching for online school options.	\$5,000 (3%)	Website content will describe the Virtual Preparatory of ID's requirements including student attendance, courses offered, graduation requirements, and parent expectations. Website content will be built with the ability for Spanish translation.
Search Engine Marketing	ID families searching for online school options.	\$75,000 (50%)	Search engine ads will be targeted to families in ID that are seeking online school options for their students in grades K-12 and also with messaging that online learning options often work for students with high absenteeism in a traditional setting.
Social & Display Marketing	ID families searching for online school options.	\$20,000 (13%)	Social and display ads will be targeted to families in ID that are seeking online school options for their students in grades K-12 and also with messaging that online learning options often work for students with high absenteeism in a traditional setting.

TV/Radio	Awareness activities that school exists.	\$40,000 (26%)	TV and radio ads will be targeted to families in ID that are seeking online school options for their students in grades K-12 and to areas of the state where absenteeism is high.
Direct Mail	Specific list of families who could benefit from an online school offering.	\$3,000 (2%)	Used to target a specific list of families – especially those that have shown an interest in online schooling. Would be ideal if a list of families of student with high absentee rates could be obtained for a direct mail advertisement.
Referral Program	Friends and relatives of currently enrolled families. Referrals from school districts for highly absent students.	\$5,000 (3%)	Once the school opens, we will ask currently enrolled families if they know of other families in their area that may like to learn about the school. We will also reach out to school districts for their list of students what have been expelled due to high absences. We would then invite all of these families to events described below.
Events	Events held to discuss the school in person with families and answer any questions.	\$1,000 (3%)	We will hold most events in the target areas with the most interest. These events would run by a school representative and discuss the school's mission and program.
Email Campaign	All active leads from the efforts listed above.	\$1,000 (1%)	Series of emails to inform families of school activities, enrollment dates, events, etc. Email content will also be available in Spanish.
TOTAL		\$150,000	

These tactics and campaigns are forecasted to meet the enrollment targets for years 1-3 in the model below.

- The cost per lead (CPL) assumptions by channel are based on experience with online school launches in other states and increase slightly each year as additional funds are invested in each channel.
- The conversion rates from lead to enrollment by channel are also based on experience with online school launches in other states and decrease slightly each year as lead volumes increase to support school growth.
- The net conversation rate from application to enrollment of 50% is based on experience with online school launches in other states and nets out a portion of enrollees who change their mind or never login. The gross application to enrollment rate is typically close to 60% and then 10% fallout before starting or within a few weeks of starting.

- The re-enrollment rate is taken from an average of experience with online schools. The range is typically between 65-75%.
- The enrollment process for VPA of Idaho will follow Idaho state compliancy guidelines on the documents required for enrollment, including which documents are acceptable to meet these requirements.
- The enrollment projections of 500 Year 1, 750 Year 2 and 1000 Year 3 were derived from this level of marketing and outreach spend using the above detailed conversion rates by channel, which is consistent with investments made for online school launches in similar sized states, in terms of population.
- Targeting the high-absentee population will be done with each tactic target the geographic areas with the highest absentee rates, which tend to be highest areas of population.

Virtual Prep of ID		Marketing and Enrollment Model									
		Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1
Tactic/Campaigns	Lead Category	Spend	CPL	Leads	Conv Rt	Applications	Net Conv Rt	New Enrollment	Re-enrollment	Total Enrollment	Year 1
Website,TV/Radio, Direct Mail, Events, Email	Organic	\$ 50,000	\$ 38	1,300	40%	520	50%	260	-	260	260
SEM	SEM	\$ 75,000	\$ 75	1,000	30%	300	50%	150	-	150	150
Social/Display	Social/Display	\$ 20,000	\$ 25	800	10%	80	50%	40	-	40	40
Referral	Referral	\$ 5,000	\$ 25	200	50%	100	50%	50	-	50	50
		\$ 150,000	\$ 163	3,300	30%	1,000	50%	500	-	500	500
		\$ 150,000									500
		Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2
Tactic/Campaigns	Lead Category	Spend	CPL	Leads	Conv Rt	Applications	Net Conv Rt	New Enrollment	Re-enrollment	Total Enrollment	Year 2
Website,TV/Radio, Direct Mail, Events, Email	Organic	\$ 100,000	\$ 67	1,500	34%	503	50%	251	182	433	433
SEM	SEM	\$ 100,000	\$ 100	1,000	20%	200	50%	100	105	205	205
Social/Display	Social/Display	\$ 20,000	\$ 25	800	6%	48	50%	24	28	52	52
Referral	Referral	\$ 5,000	\$ 15	200	25%	50	50%	25	35	60	60
		\$ 225,000	\$ 207	3,500	23%	801	50%	400	350	750	750
		\$ 225,000						Re-enrollment Rt	70%		750
		Year 3	Year 3	Year 3	Year 3	Year 3	Year 3	Year 3	Year 3	Year 3	Year 3
Tactic/Campaigns	Lead Category	Spend	CPL	Leads	Conv Rt	Applications	Net Conv Rt	New Enrollment	Re-enrollment	Total Enrollment	Year 3
Website,TV/Radio, Direct Mail, Events, Email	Organic	\$ 145,000	\$ 80	1,813	33%	598	50%	299	303	602	602
SEM	SEM	\$ 130,000	\$ 110	1,187	20%	242	50%	121	144	265	265
Social/Display	Social/Display	\$ 20,000	\$ 25	800	7%	59	50%	30	36	66	66
Referral	Referral	\$ 5,000	\$ 25	200	25%	50	50%	25	42	67	67
		\$ 300,000	\$ 240	4,000	24%	950	50%	475	525	1,000	1,000
		\$ 300,000						Re-enrollment Rt	70%		1,000

The VPA of Idaho marketing budget of \$150,000 for the first year to acquire 500 students equates to a cost per new enrollment of \$300. This \$300 cost of acquisition is derived from two sources:

1. The cost per lead seen in acquiring leads for the interest campaign included in the application for the VPA of Idaho (\$30 per lead) at a typical conversion rate of that channel (10%)
2. The typical lead and channel mix and conversion rates seen in other online schools in the last few years.

Priority Enrollment Groups

Families will have access to an online enrollment portal to complete registration, admissions forms and upload compliance documentation required for public school enrollment in the state. This includes:

- Proof of identity
- Proof of current immunization record
- Proof of residency
 - Proof of residency is not required of homeless students
 - When a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 1143a, or when a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F)(13) of section 3313.64

of the Revised Code and the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11431 et seq.

Guardians can complete the following additional documentation after registration is complete:

- Student and household information
 - Student housing
 - Ethnicity and Race
- Student's Education History
- Learning Coach acknowledgement statements
- Technology agreements
- Home language survey
- Release of records
- Medical history
- Universal consent Form
 - Handbook
 - FERPA acknowledgement
 - Terms and Policies Agreement
 - Media Release

As a statewide virtual school, VPA of Idaho will admit all students who reside in the state, provided there is capacity to serve that student's grade level per the annual enrollment goals for each year. All students are welcome.

Lottery

If the number of applicants exceeds an approved **B**oard policy for enrollment, VPA of Idaho will conduct a random selection equitable lottery after first granting enrollment preferences to the following population:

- Students currently enrolled and plan to return for the upcoming school year
- Students who are siblings of a student enrolled in the charter school
- Students who are children of founders or governing **B**oard members, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity
- Students who are siblings of students already selected by the lottery or other random method
- Students who are the children of an employee of the charter school
- Students who are otherwise given preference pursuant to state law

If the number of lottery applications does NOT exceed the number of available seats, registration opens to the public and enrolls until capacity.

Lottery Process

Notification of the lottery will serve as public notice of an official meeting, even if no actions are anticipated to be taken by members of the VPA of Idaho Board of Trustees at the time of the lottery. If an enrollment lottery is required, the following guidelines will apply:

- Applicants will receive confirmation of being in the lottery, and the date, time, and place of the lottery.
- The lottery will be conducted by a designee and be overseen by a delegated member of the VPA of Idaho.
- On the day of the lottery, the lottery official will check to assure all applicant student names are

appropriately included in the random selection process.

- The lottery will begin by selecting applicants at the highest grade level with the enrollment preferences, mentioned above, as the first chosen. The process will continue to work backwards through grade levels until kindergarten is complete.
- Once an applicant is selected, enrollment of that student is assumed for the remainder of the lottery process.
- The designee will monitor selections to ensure grade levels are not overenrolled.
- Any applicant student who is not offered enrollment will be placed on a waitlist.

The enrollment proceedings will be aimed at reaching a target enrollment range for each school year, although unexpected increase or decrease of students can happen in various grades year after year. When over-demand and under-demand occurs within grade levels, the hiring of teachers will be adjusted to maintain the class size expectations set forth as a school.

Waitlist: The waitlist is the ordered list of applicant students without enrollment offers. The waitlist for each school year is initiated through the lottery process. Once all available enrollment opportunities are offered, the remaining applicant students will be added to the waitlist in the order drawn. The waitlist for a given year is not carried over to the next school year. A new enrollment application is required for each school year for which a student is seeking a new enrollment.

Students who wish to transfer to VPA of Idaho mid-school year may do so if the school has capacity to serve that student in that grade level. Otherwise, the student will be added to the waitlist.

Section V: School Leadership and Management

The job descriptions, responsibilities, and qualifications for school leadership positions of Head of School and Principal are found on the pages to follow.

HEAD OF SCHOOL			
<p><i>The Head of School (HOS) serves as the operational and administrative leader of the virtual school. The HOS is responsible for the implementation and achievement of the school's academic vision, student advancement and daily operations within the school. The HOS will work collaboratively with the Principal to ensure successful academic outcomes for all students while implementing professional development, teacher quality assessment, curriculum, and pedagogical advancement.</i></p>			
EXPECTATIONS			
Instructional Leadership	Team Leadership	Organizational Leadership	Community Leadership
<ul style="list-style-type: none"> -Relentlessly work to meet goals related to student achievement, culture, state reporting and accountability. -Implement standards-based curriculum -Review lessons weekly -Conduct frequent teacher observations -Assume responsibility for student achievement and wellbeing. -Serve as the instructional leader by facilitating a growth-focused environment. -Implement the school's cultural programming and school wide PBIS process with emphasis on academic growth -Coordinate all phases of summer educational opportunities -Coordinate before and after school programs. 	<ul style="list-style-type: none"> -Work with staff to plan and coordinate professional development, teacher teams, in-service days, data days, etc. -Evaluate teachers as per the State's Teacher Evaluation System. -Recognize staff and faculty for exceptional performance regularly. -Work with the operations team in overseeing maintenance of school census data, attendance data, and other reporting requirements as mandated by the state and/or school sponsor. 	<ul style="list-style-type: none"> -Support student recruitment/retention and achieve annual retention goals -Understand all compliance items as they relate to the school's Sponsor Agreement. -Adhere to non-discrimination practices in the selection process of faculty and staff by adhering to Equal Employment Opportunity (EEO) requirements. -Assist in completion of accountability and student enrollment reports to the state; ensure compliance in all areas. -Ensure the safety and wellbeing of all students and colleagues. -Assist with updating parent and student manuals, policies, and handbooks. 	<ul style="list-style-type: none"> -Effectively communicate mission and vision -Solicit input about school performance, areas for improvement -Build strong professional relationships with parents, characterized by timely and regular communications. -Contribute to a positive climate and culture by exhibiting high professional standards. -Understand, accept, abide by, and implement the school's philosophy and mission statement in all school activities. -Coordinate special projects, such as peer mentoring, service learning and community involvement -Plan and conduct family orientations

QUALIFICATIONS

- Master's Degree in Education or a closely related field or Education Administrative Experience; Doctoral Degree in Education preferred
- Current Administrative and Teacher licenses preferred
- At least 10 years of experience in Education, 5 years' experience as K-12 administrator
- Three or more years of experience working in an online school in an instructional role
- Two or more years of experience in coaching teachers to improve their instructional planning, instructional practice, and classroom culture
- Knowledge of State Standards and Common Core Standards
- Exemplary written and verbal communication skills
- Ability to work well under pressure, effectively prioritize and execute tasks to meet deadlines
- Understanding of and ability to manage confidential information
- Understanding of best practices for instructional strategies
- Prior experience in online learning and research
- Understanding of distance learning methodology, measurement, and implementation
- Understanding of employee evaluation in a corporate / non-profit setting
- Superb communication and community-building skills
- Deep knowledge of curriculum development and program design
- A record of success in operating not / for profit business
- A record of success in building community partnerships and fundraising
- Entrepreneurial passion
- Knowledge of school / non-profit management
- Ability to pass state and federal background checks

PRINCIPAL	
<p><i>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.</i></p>	
EXPECTATIONS	<ul style="list-style-type: none"> • Relentlessly work to meet all goals related to student achievement and school culture as well as School Report Card/Accountability goals. • Facilitate the implementation of a standards-based curriculum • Supervise Directors of Academics in ongoing review of weekly lesson plans • Supervise Directors of Academics in model of frequent walk-throughs/teacher debriefs. • Assume responsibility for student outcomes 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 and school - wide PBIS process with an emphasis on personal and academic growth • Lead Data Driven Instructional efforts, teaching and supporting staff in using data to monitor program effectiveness and adjust instructional programming • Plan all phases of summer educational opportunities and before and after/supplemental programs as applicable. • Ensure effective implementation of instructional program across grade bands in collaboration with Directors of Academics and Master Teachers • Monitor teacher performance metrics (pass rates, teaching time, student contacts, etc.) and ensure teacher accountability for meeting set expectations • Work with the operations team to coordinate audits and ensure compliance to state and sponsor regulations. • Work with the IT team to coordinate school technology efforts and make recommendations for improvement. • Work with Director of Student Services to ensure support staff understand instructional model and teachers understand and appropriately utilize available student supports • Assist with updating parent and student manuals, policies, and handbooks. • Effectively communicate school’s mission and vision and solicit input from parents and families about school performance, areas for improvement, and their needs. • Engage and build strong professional relationships with parents, characterized by timely and regular communications, involving parents, where possible in the life of the school. • Contribute to a positive climate and culture by exhibiting high professional standards. • Understand, accept, abide by, and implement the school’s philosophy and mission statement in all school activities. • Coordinate projects, peer mentoring, service learning and community involvement. • Conduct home visits as needed. • Respond to parent concerns and work collaboratively with parents • Address student disciplinary situations and implement school code of conduct and suspension/expulsion procedures • Other duties as assigned

QUALIFICATIONS

- Master's degree in Education or related discipline is required; an advanced degree in education/educational leadership strongly preferred.
- Current valid Principal and Teacher license
- Three or more years of experience working in an online school in an instructional leadership role
- Two or more years of experience in successful school administration/instructional leadership in an online school setting
- Knowledge of State Standards and Common Core Standards
- Successful completion of federal and state criminal background checks
- Experience in coaching teachers to improve their instructional planning, instructional practice, and classroom culture
- Ability to meet educational standards as applicable

RECRUITMENT PLANS

VPA of Idaho will begin recruitment for the Head of School position by advertising on widely used education-focused job boards, including the K-12 Education Job Bank, Education Week, SchoolSpring, LinkedIn, indeed, Handshake, university sites, and recruit using one-to-one and event strategies. We will conduct a thorough interview process. Veteran online school leaders, conduct interviews and questions specifically addressing leadership and instruction in the online school environment. Once top candidates are identified, VPA of Idaho will conduct comprehensive reference checks to include recent supervisors. VPA of Idaho will narrow down the finalists for the Head of School position and include the Board of Trustees in the final interviews. The final decision of the Head of School will be a collaboration between the School Board and VPA of Idaho. Ideally, the Head of School will be hired in the Spring with a start date in June.

Educational Services Provider (if applicable)

The VPA of Idaho Board of Trustees understands the increasing demand for quality school choice and virtual school options, not only in Idaho, but sweeping the nation. The pandemic has taught students, teachers, support staff, administration, stakeholders, and parents that virtual schools take more than just a traditionally experienced staff and a set of laptops. When a virtual school partners with an education service provider, the services managed by the ESP take a burden off the operating leaders of the school, allowing them to better focus on educational support and academic results, allowing administration and teachers to better focus on the mission of the school.

ACCEL Schools, the parent company of Accel Online West, has an extensive history, experience, and excellent success managing and supporting virtual schools across the nation. VPA of Idaho wants a partnership with an ESP that has enough experience to support a successful virtual program while balancing the youthfulness of the ESP as an entity. ~~so that~~ This way, the Board of Trustees can take solace in the promise of a malleable relationship that can be adjusted to suit the financial health and academic success of the school, rather than a one-size-fits-all approach offered by larger ESP conglomerates.

The ACCEL team has extensive years of virtual school operational experience. The Board of Trustees has assessed the ACCEL program and services to ensure alignment with its priorities. ACCEL Schools provided the Board with a comprehensive presentation on the education program, the team that would

support VPA of Idaho, and its history of success. ~~The Board of Trustees, under the guidance of independent counsel, is actively negotiating the management agreement so that the Board and ACCEL are equal partners with a clear view of their responsibilities.~~ ACCEL Online West LLC. is an eligible provider to provide services in Idaho based upon all applicable state laws.

Founded in 2014, ACCEL Schools is a K-12 full-service Education Service Provider based in McLean, VA, currently serving over 35,000 students in online, blended, and brick-and-mortar charter schools. ACCEL Online East is a subsidiary of ACCEL Schools. ACCEL does not focus on one student demographic nor subscribe to one specific school model or educational philosophy but instead customizes each school to maximize student performance within the target population where the school is open. ACCEL Schools partners with each school ~~B~~board-of-directors to deliver a high-performing school. ACCEL Schools currently serves more than 50 partner schools in Arizona, California, Colorado, Indiana, Michigan, Ohio, and Washington. This includes 47 site-based schools and 5 virtual schools, with two new ones opening this school year.

In 2015, ACCEL was chosen to manage the former White Hat and Mosaica Education brick-and-mortar charter schools, including the highest performing charter school in Ohio. Since then, the company's portfolio has increased dramatically from building new site-based schools from the ground up and by collaborating with schools experiencing academic and/or financial struggles. A primer on ACCEL schools can be found in the ACCEL Schools Network Overview

(https://issuu.com/accelschools/docs/accel_look_book_-_pages_1_). ACCEL Schools is the U.S. 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.



The staff of ACCEL Online was responsible for founding one of the first virtual school management companies and operated schools across the country prior to forming ACCEL Schools. ACCEL began working with brick-and-mortar turnaround schools in Ohio that other management companies had failed. Some schools struggled due to academics, while others were financially underwater. The ACCEL team worked closely with each ~~B~~board-of-directors to craft a plan based on the essential components of effective leadership, aspirational culture, parent involvement, being financially sound, rigorous individualized academic program, and high-quality teachers to align the school's performance with the goals of the charter.

Strategies differed based on the school's needs but ranged from implementing short-cycle assessments to targeted teacher and principal training to budget efficiency analysis. Across the network, schools experienced increased student achievement, higher enrollment, more solvent financials, and improved school operations.

In 2018, the Board of Directors of Ohio Distance Education and Learning Academy (OHDELA) approached ACCEL to help transform their school into a high-performing online school. The transformation of this school was deliberate and focused on improving operations and academic instruction. In year one, the existing leadership team was left in place, and ACCEL focused on improving student and family

engagement, teacher training, and progress monitoring. The following year, changes were made to the curriculum to provide families with a more rigorous and engaging offering. With the closure of schools under the Ohio Governor's pandemic orders in 2020 and the release from state testing and report cards for the 2019-20 and 2020-21 school years, alternate assessments have been needed to determine progress. Students at OHDELA took the NWEA MAP in 2019 and 2020. Figures 1 and 2 show the Growth Percentile data for Reading 2019 compared to 2020 and for Math 2019 as compared to 2020, respectively. These figures show that the growth percentiles are up for some grades and down for others.

Figure 1. Reading 2019 compared to 2020

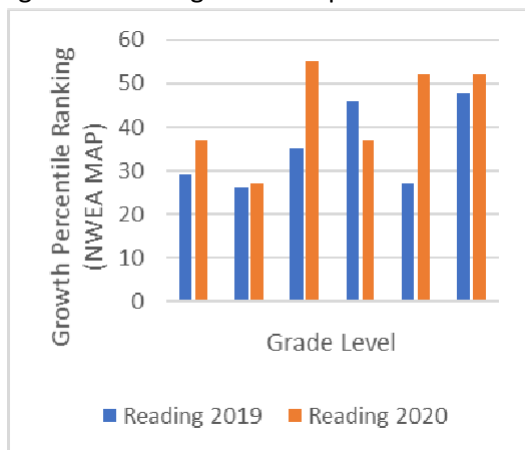
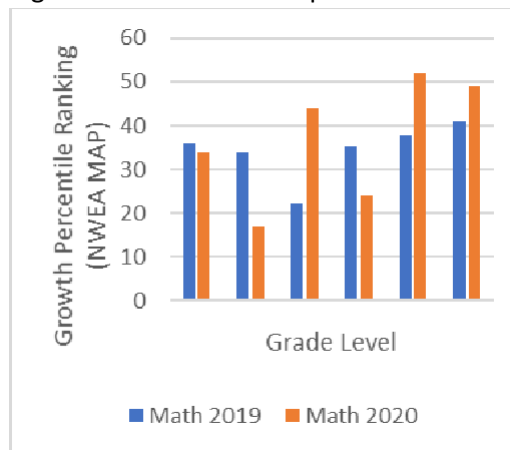


Figure 2. Math 2019 compared to 2020



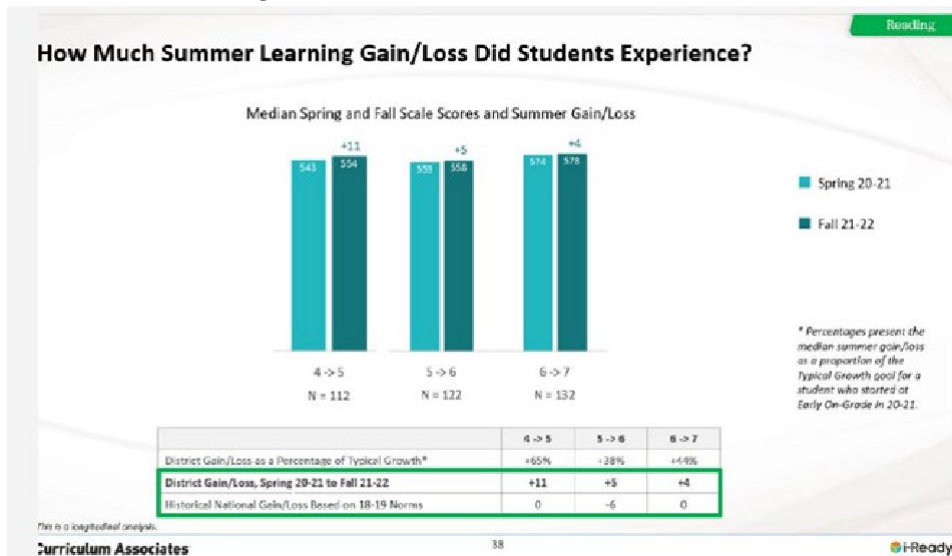
While there are some significant gains, a simple average of the differences shows that while there was a slight overall gain in Math, there is a more considerable gain in Reading. So, this means that in 2019-20, OHDELA students showed more growth so far than they did in 2018-19. Additional data and a link to their annual report is found as Appendix Y.3.

In 2019, the ACCEL network grew when the company was awarded the RFP to manage Michigan Online School. This school had a strong administration and active Board of Directors. ACCEL was contracted to provide a more robust LMS platform with more robust academic resources, among other services. In 2021, two school districts in Washington State and Indiana determined they needed additional support in offering virtual education to their students. ACCEL Schools launched VPA of Washington and VPA of Indiana to meet the needs of these districts.

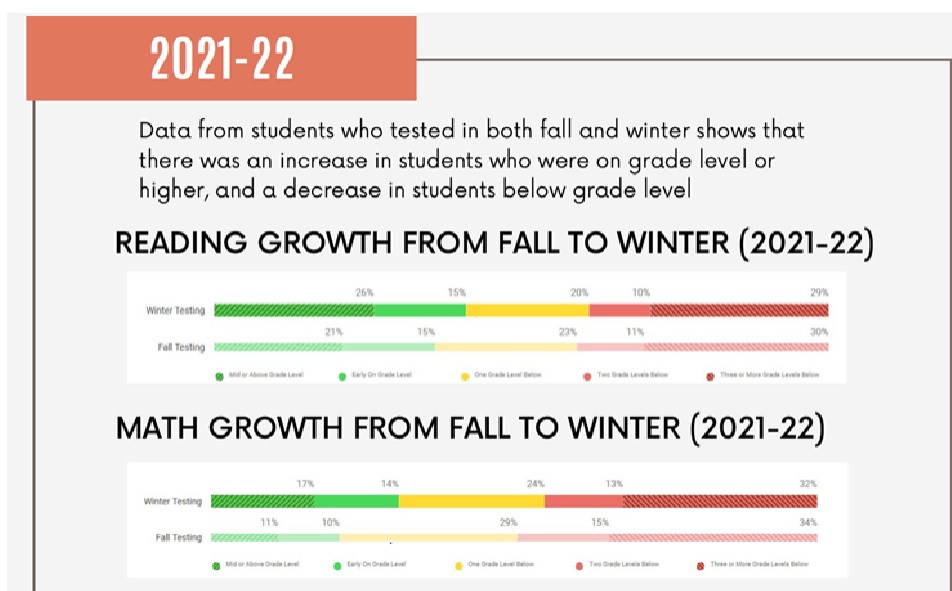
In 2020-21, ACCEL adopted i-Ready to provide more accurate in-year assessment results and ease of administration to a virtual school population. Students in grades K-12 at ACCEL partner schools measure their success three times per year (fall, winter, spring) by taking the i-Ready diagnostic in reading and math. The i-Ready diagnostic provides teachers with benchmark data on student learning levels to inform instruction.

Summer Gains: Data from spring 2021 to fall 2021 was analyzed to measure the effectiveness of summer programs. While most students backslide during the summer, ACCEL students saw gains. Teachers provide supplemental synchronous and asynchronous programming to help fill gaps and/or

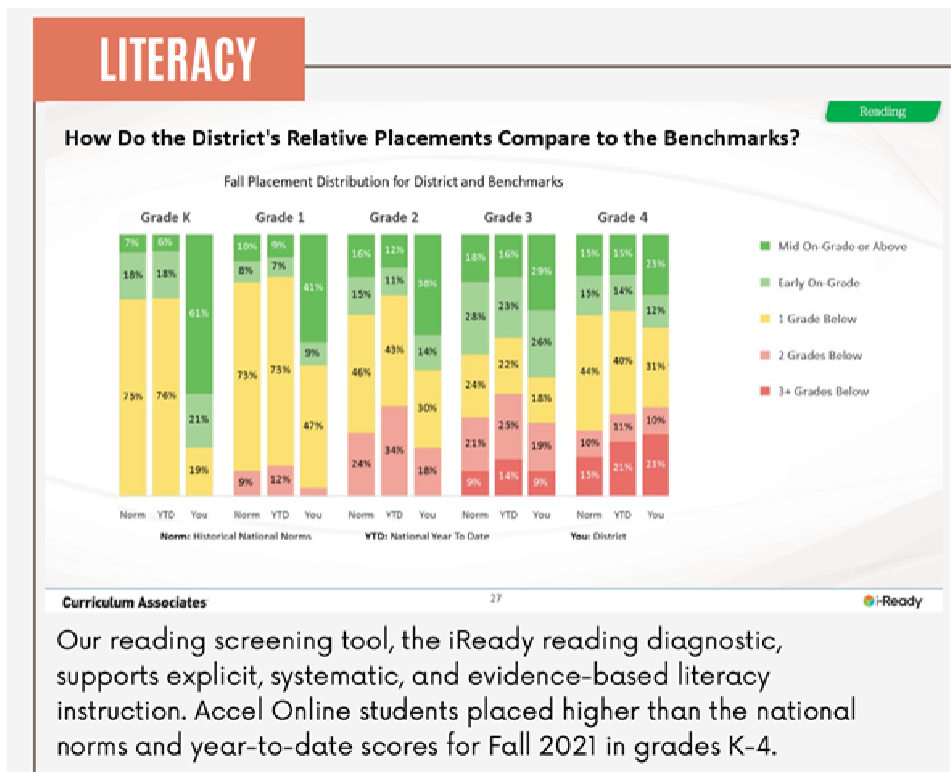
accelerate learning for all students. Compared to most students, ACCEL partner school students demonstrate retention of learning.



There was also a significant decrease in the number of students scoring below grade level from the fall to winter i-Ready administration. Additionally, there was an increase in the number of students scoring on grade level or above. This demonstrates a combination of high student engagement, engaging curriculum, and effective instruction.

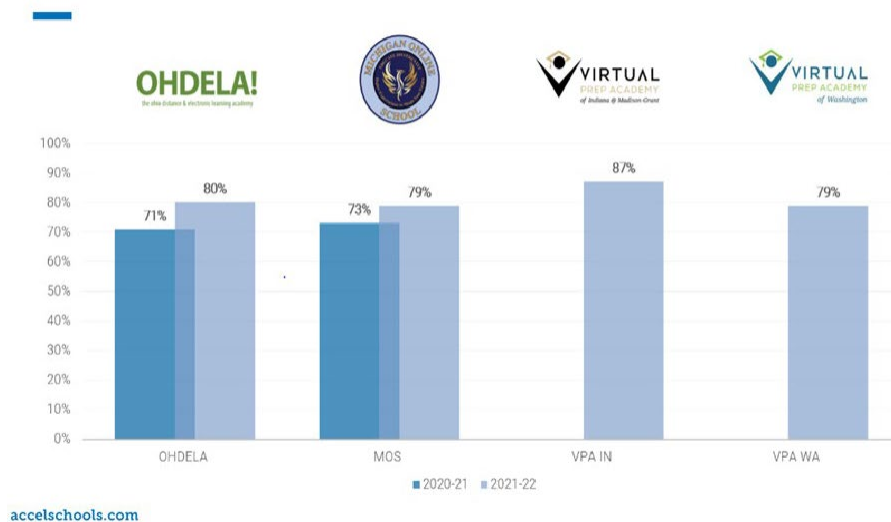


ACCEL Students also surpassed the national norms on the i-Ready assessment for students in reading in grades K-4.



The success of ~~our~~ ACCEL partner school students is not only about academic scores. Family satisfaction is critical for academic growth. For this reason, families are surveyed regularly to determine ways we can grow in our execution of the school's program. While only a few of the data points on the survey are demonstrated below, parent satisfaction scores increased year over year between 2020-21 and 2021-22 in schools with multiple years of data and exceeded 79% or higher in year one schools. Finally, what a rating score does not capture, are the honest narratives of our parents. Their own words express faith in the teachers, feeling heard by the administration, and a clear expression of improvements they would like to see.

Parent Satisfaction Scores



Open Responses

OHDELA!
ONLINE DISTANCE EDUCATION



VIRTUAL
WESTERN EDUCATION
of Washington

VIRTUAL
WESTERN EDUCATION
of Washington

OHDELA!
ONLINE DISTANCE EDUCATION

- I'm impressed with how you've implemented changes from Feedback from last year. It's evident! Canvas in the dashboard is pretty easy but I wish that it were even easier and more clear for parents to help keep track that all work has been completed and easier to submit our work whether it be from a Chromebook or my personal phone
- Being new to the school last year and a special needs 6th grader this year this has been a wonderful experience! Everyone is so helpful and happy! We are very blessed to be a part of the school
- That this is the best decision I have made for my daughter is to enroll her here especially for her anxiety and her social anxiety. These teachers are very understanding and considerate. Her success coach is outstanding and goes out of her way to help in any way that she can. This school is special.
- Staff has great attitudes and great classroom atmosphere. Thank you!!!
- I have three kids, two of them were failing in their district school and having a lot of anxiety but in OHDELA they have all As and doing amazing! Teachers are amazing!!! We get reached out to daily and its easy to use. My kids will be staying with OHDELA till they graduate cause they wouldn't get the help they need through their district public schools.

accelschools.com



ACCEL Schools are focused on growth! Growth of ~~our~~ ACCEL partner schools, academic success, development of our teachers, and the overall social-emotional health of students. With a group of professionals with vast experience in online education, we can work closely with all stakeholders to build a successful school where families can thrive.

The ESP operates at the pleasure of the Board of Trustees as a contractor. The Board is responsible for conducting regular evaluations of the ESP to ensure the contract is upheld by all parties. The VPA of Idaho Board understands and is prepared to support the school in compliance with its responsibilities. The Board will hold all responsible parties accountable for the academic results of its students including the administration, the teachers, the parents/guardians, and ACCEL as its Education Service Provider. ACCEL is responsible for supporting VPA of Idaho under the Board's direction and pursuant to the terms of the services agreement negotiated by the parties. The Board does not delegate any responsibilities as it falls on the Board but may contract with the ESP to provide services which the Board retains ultimate control over.

Under direction of the Board, ACCEL ~~will be~~ would providing provide the school's innovative curriculum, assist in operational matters, professional development, and all other efforts, ~~at the pleasure of the Board,~~ to ensure that the school is highly effective in educating its student population. ACCEL Online West, if chosen as the school's management organization, will report to VPA of Idaho's Board. As the school's public agents, the VPA of Idaho Board is legally and ethically responsible for ensuring the school's academic achievement, organizational viability, and adherence to the terms of its charter. The Board asserts much of its leadership through its policy-setting responsibilities. Board-level policies allow the school to operate effectively and efficiently in pursuit of its mission by establishing clear frameworks for the implementation of the school's work. As a new school, the school board will work closely with legal counsel to develop policies and procedures that are aligned with state laws and regulations. All powers of the Board lie in its collective action.

Accel Online West will report to and be held accountable by the school's Governing Authority. The VPA of Idaho Board and Accel Online East-West will determine a mutually agreeable evaluation system. The Board of Trustees will evaluate the performance of ~~Accel Online West~~ the ESP on an annual basis and make changes when deemed necessary. The VPA of Idaho Board will set the Mission, Vision, and Philosophy of the school, and ensure that it is represented in the daily operation of the school. By extension, the ESP will be accountable for the academic success of the school, as well as take responsibility for compliance with any Sponsor-a requirements.

Section VI: Virtual and Blended Programs (If Applicable)

Learning Management System

The learning management system supports the mission and goals of VPA of Idaho 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.

VPA of Idaho's curriculum is found within the AMP (Accel Management Platform) platform, which includes state-of-the-art technology with state-specific reporting components and complete curriculum alignment to state standards. Curriculum vendor coursework is embedded seamlessly within the AMP system. The curriculum team first verifies alignment to the state standards, cross-referencing with other vendors to ensure adequate coverage. When the alignment verification is completed, any gaps are identified immediately, and the team procures supplementary materials to support mastery of each standard. The benefit of embedding courses into the AMP system is that the school is not limited to one vendor's operating system. The AMP system provides the flexibility to assemble the school's most robust curriculum choices.

VPA of Idaho will provide live instruction within the AMP system and access via the students' Course Dashboard. This synchronous instructional tool is used for one-on-one sessions between teacher and students as well as student-to-student collaboration. 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 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.

LMS Analytics



The power of the LMS in the management of the school is remarkable. To assure effective supervision of the students' attendance, 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	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M
3:00	3:00	3:00	3:00	3:00	-	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00
P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

Attendance

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	P	UN2	P	P	UN1	P	P	UN1	P	P	UN4	UN1	P

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Attendance

ReportsDailyConsecutive Absences

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Consecutive Absences	Report detailing consecutive student absences by absence code.

Through the LMS the focus of the school is to use nationally validated best practices in the online 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 peer interaction opportunities within course lessons and assessments in all courses to enhance engagement. These activities are built-in at the group and individual level depending on the core subject area and grade level.

VPA of Idaho'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.

The AMP 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 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.

Educational Program-Virtual and Blended

~~According to the recent McKinsey report, the future of work in America, 60% of jobs today have the potential to be completely or partially automated because of technological advances. Students with just a high school diploma or less are four 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.~~

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 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. Students can use chat functionality in live class sessions and can engage in teacher facilitated discussion boards. Within synchronous instruction in AMP, students receive one-on-one interventions, group projects, collaborative workspaces, discussion areas, web conferences, and message boards.

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. 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. Interactive learning is an excellent instructional strategy, as research suggests that participating in curriculum that is infused with gameplay can:

- increase engagement and motivation to attend and participate (Perrotta, Featherstone, Aston & Houghton, 2013).
- increase curiosity by creating goals, make learning more enjoyable, and decrease student burnout and boredom (Papastergiou, 2009).
- increase students' confidence levels and perception of academic ability (Miller & Robertson, 2011).
- increase students' positive perception of learning (Fengfeng, 2008).

Teachers commit to hosting live sessions and availability for virtual office hours outside of instructional time as needed. Teachers are available online and by phone, and messages received are expected to be returned within 24-48 hours.

Technology

VPA of Idaho will ensure that all students have access to broadband Internet to participate in the school program. This may include providing Wi-Fi Hotspots to students that live in rural areas with no broadband providers. The school will provide an internet subsidy to students per the school policy. Currently, the school is budgeting for an internet subsidy for students who meet eligibility requirements to help cover the cost of internet access, but families are responsible for initiating and maintaining the internet service.

Equal Access

In order to ensure equitable access, an allocation is built into the budget for families who lack internet access and VPA of Idaho will support these families through reimbursement that is built into the budget. The Student Internet Access Reimbursement expense covers internet service reimbursement costs for those families who need it.

Student Computers and Software are budgeted to cover the computer hardware and software distributed to students. The Student Technology Assistance Services* expenditures include:

- 24/7 Technical Support Through Online Help
- Live Phone Support to Parents and Students M-F, 9am-7pm (ET)
- Oversight, Logistics and Fulfillment Service for Student Computer Distribution, Reclamation and Refurbishment

Hardware, Software and Connectivity

All students will be provided with:

- Hardware

- Chromebooks
- Earbuds
- Cellular Hot Spots (upon request/financial need/approval according to school policy)
- Software
 - Chrome OS
 - GoGuardian

All school staff will be provided with:

- Hardware
 - Windows Laptop
 - External Monitor (upon request/approval)
 - Keyboard (upon request/approval)
 - Mouse (upon request/approval)
 - Headset (upon request/approval)
 - Cell Phone (upon request/approval)
- Software
 - Microsoft 365 Suite
 - One Drive storage space
 - Business Intelligence (BI) Tools (One or more of the following)
 - PowerBI
 - High Speed Internet Connectivity (School Office Only)
 - Cisco Meraki Hardware (School Office Only)
 - Switches
 - Wireless Access Points
 - Content Filtering
- Ring Central Telephones (School Office Only)

Students and staff are provided with:

- Software
 - Google G-Suite
 - Kami
 - Learning Management System (LMS)
 - Instructure Canvas
 - Student Information Systems (SIS) - PowerSchool
 - Web Conferencing (One or more of the following)
 - Big Blue Button
 - Zoom
 - Communications - Alert Solutions SwiftK12
 - Curriculum (One or more of the following)
 - Accelerate Education
 - StrongMind
 - eDynamic Learning
 - FlexPoint
 - IXL Learning
 - Raz Kids
 - Brain Pop

- Moby Max
- Pear Deck
- Newsela
- Gizmos
- Overdrive
- Voyager Sopris (DIBELS)
- n2y Unique
- Amplify
- Assessments (One or more of the following)
 - Instructure Mastery Connect
 - i-Ready

Tech Support

All support is offered in English and Spanish and is available to staff, students, and families. Support is offered via telephone and email. Additionally, support can be accessed via web-based tools such as ticket portal (Autotask) chat, Knowledge base articles and resources, and scheduled webinars. Support hours are school days (M-F, excluding school holidays) 8:00am - 5:00pm (local times). The scope of support includes AMP and desktop support. Parents and students can access IT support through the AMP Support web site, but also directly from the course dashboard.

Teachers and students have access to technical support for issues with school-issued computers. If a teacher or student cannot access AMP through their device, they should contact technical support as quickly as possible for troubleshooting. If technical support cannot resolve the issue in a reasonable time, or if the issue is not able to be resolved, technical support will ship a new device to the teacher/student and give instructions on how to send back the impaired device.

While teachers/students do not have access to their school-issued computers because of impairment, they will be asked to locate a computer that can be used for instruction until the new computer is received. If possible, teachers/students should use another device in the home that can access AMP. If there are no other devices in the home, students/teachers may try to work from a library or other locations with computers and internet.

If a teacher does not have another device from which he/she can provide instruction to students, the school will attempt to find a substitute teacher to cover any synchronous sessions that the teacher had scheduled. Students who have absences due to documented technical issues will be given excused absences for days missed and will have the opportunity to make-up missed work.

System Backup

All student data and documents are stored in cloud-based software as a service. All systems are redundant and FERPA compliant. All work product data is stored in the cloud and backed up on a regular basis. Systems and tools leveraged for this purpose include:

- Microsoft
- O365 Backup as a Service
- Axcient's x360 Cloud platform

- Monthly system administration
- Daily verification of backup summary
- Weekly backup audits
- Alerting and notification to failed backups
- Data recovery, per requests
- Google
- Backupify

In addition to backup systems, other security protocols are leveraged such as:

- Microsoft Advanced Threat Protection
- Microsoft Intune to preserve hardware/software configuration standards (Windows Laptops)
- Google G-Suite policy lockdown to preserve hardware/software configuration standards (Chromebooks)
- GoGuardian for activity tracking and content filtering (Chromebooks)
- Meraki Content Filtering to preserve safe Internet activity (School Location Only)
- Sophos Anti-Virus
- Multi-Factor Authentication (MFA) to secure all Microsoft account access

Maintenance of Records / Safeguards

VPA of Idaho will provide notice to the parent/guardians to fully inform them of the policies and procedures to maintain confidentiality of personally identifiable information at the collection, storage, disclosure, and destruction stages. VPA of Idaho will maintain, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.

Records Access

VPA of Idaho will permit parents of students eligible for special education to inspect and review, during school business hours, any educational records relating to the student which are collected, maintained, or used by the district or other public agency under this chapter. VPA of Idaho will comply with a request promptly and before any meeting regarding an individualized education program or hearing or resolution session relating to the identification, evaluation, educational placement of the student or provision of FAPE to the student, including disciplinary proceedings.

VPA of Idaho will presume that a parent has authority to inspect and review records relating to his or her student unless the school district or other public agency has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

Record of Access

VPA of Idaho will keep a record of parties obtaining access to educational records collected, maintained, or used under this chapter including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records. The agency is not required to keep a record of access by parents, and authorized employees with a legitimate educational interest in the records.

Destruction of Information

VPA of Idaho will operate in accordance with FERPA and its regulations. Student information will be destroyed at the request of the parents/guardians when the information is no longer needed at VPA of Idaho to provide educational services to the child. However, a permanent record of a child's name, address and telephone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

“Netiquette”

At VPA of Idaho, parents/guardians and students are expected to follow the rules of network etiquette, or “netiquette.” The word netiquette refers to common-sense guidelines for conversing with others online. Students are expected to refrain from using profanity and derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical or mental health, or access issues. Any responses should be focused on the questions or issues being discussed, not on the individuals involved. Criticism should be constructive not hurtful. Review your messages before sending them. Remove easily misinterpreted language and proofread for typos. Respect other people’s privacy. Do not broadcast online discussions, and never reveal other people’s e-mail addresses.

Use of Copyrighted Materials

All materials in the courses are copyrighted and provided for use exclusively by enrolled students. Enrolled students may print or photocopy material from the website for their own use. Use by or distribution to others is prohibited unless expressly noted. Unauthorized copying or distribution may result in revoked access to course(s). Students shall not upload, download, transmit, or post copyrighted software or copyrighted materials, materials protected by trade secrets or other protections using VPA of Idaho computer resources. This includes copyrighted graphics of cartoon characters or other materials that may appear to be non-copyright protected.

Source Citation

Many courses require written work in which students will need to cite sources. Any direct quotations from instructional materials can simply be cited as (Author, page number). Any quotations from outside sources require full citations, including author, title, publisher, date of publication, and page number. When citing information found on a website, provide the complete web page or site title, URL, author (if known), page number (if applicable), and publication date of the site (if available).

Appropriate Use of Technology

VPA of Idaho reserves the right to review any material transmitted using school instructional computing resources or posted to a school instructional computing resource to determine the appropriateness of such material. VPA of Idaho may review this material at any time, with or without notice. E-mail transmitted via school instructional computing resources is not private and may be monitored.

Professional Development

As previously discussed, the ideal teacher hire will have prior teaching experience at brick-and-mortar schools and online environments. Prior to beginning their work with students, staff will receive ten days

of robust staff development via synchronous live training sessions and asynchronous course work. Additional training will be scheduled during the school year at the beginning or the end of the workday.

← ACCEL-PD Schedules		
Monday	Tuesday	Wednesday
30	31	Sep 1
Intervention Module; PD !	Canvas Procedures to Tea	
Canvas Basics For PD Scheduling	IXL 101; PD	Using Kami with Canvas 101 PD Schedule
Supplementals Speed Dating PD Schedule	BrainPop 101; PD Schedule	Canvas Quizzes, Discussion Google Assignments in th
		AMP Dashboard Overview
		NewELA 101
PowerTeacher Basics for C		MasteryCor https://atte PD Scheduling PowerTeact
Live Sessions in Big Blue Button: How To PD Schedule	Canvas Gradebook and Speedgrader PD Schedule	Troubleshooting 101 for Teachers PD Schedule
		Canvas for Administrators
Intro to the Technology Si GoToWebinar - Registratio ACCEL-PD Schedules		

Session Resources: Canvas Accessibility & Groups For the Regular Education Teacher

SESSION RECORDING

- [Session Recording](#)
- [Presentation Deck](#)

TEACHER RESOURCES

- [Common Accommodations and examples for the online classroom](#)
- [How To Create a Kami Assignment](#)
- [Emojiopedia](#)

STUDENT RESOURCES

- [Google Chromebook Accessibility Features](#)

Asynchronous training course work will be completed in the exact Learning Management System that students will use, helping teachers to understand the student learning experience more deeply. Specific attention will be paid to topics such as building and maintaining student engagement, using data to inform instruction and differentiation, reaching all learners through Universal Design for Learning, identifying, and addressing skill gaps, and boosting achievement within low-performing student subgroups; other topics as needed. A list of training content is found in a prior section of this application.

Data Collection/Attendance and Course Credit

Attendance is tracked via a combination of the following: reports that are required to be submitted by Parents/Guardians, reports automatically generated by the school Learning Management System, and other methods as dictated by the school.

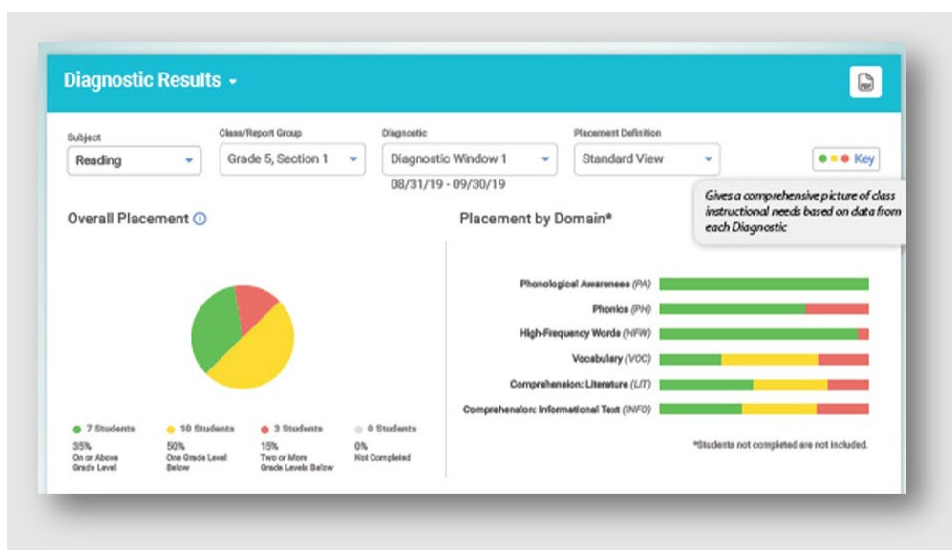
Instructional activities mean the following classroom-based or non-classroom-based activities that a student is expected to complete, participate in, or attend during any given school day:

- Online logins to curriculum or programs;
- Offline activities;
- Completed assignments within a particular program, curriculum, or class;
- Testing;
- Face-to-face communications or meetings with School staff or service providers;
- Telephone or video conferences with School staff or service providers
- Other documented communication with School staff or service providers related to School curriculum or programs.

If a student is not considered in attendance, they shall be considered absent for those hours of instructional activities offered by VPA of Idaho in that school year in which the student does not participate.

Awarding Credit

VPA of Idaho will use i-Ready tests to support data-driven, student progress monitoring. i-Ready produces standard reports and includes a report/dashboard that allows schools to easily monitor student progress. The figure below shows an example of an i-Ready Standards Mastery Results by Test Report. It provides a detailed view of how students are performing on recently assessed grade-level standards. It is good for tracking student progress in mastering recently taught standards, planning ongoing instruction, and reteaching to accelerate student growth.



Student		Scale Score	Overall Placement	Placement by Domain						Lexia® measure & rs...	Date
				PA	PH	HPW	VOC	LIT	INFO		
	615	Mid 5	Tested Out	Max Score	Max Score	Early 5	Mid 5	Mid 5		1080L, 980L-1130L	09/14/19
	577	Grade 4	Tested Out	Grade 3	Tested Out	Grade 4	Grade 4	Grade 3		910L, 810L-960L	09/11/19
	577	Grade 4	Tested Out	Grade 3	Max Score	Grade 4	Grade 4	Grade 4		910L, 810L-960L	09/15/19
	571	Grade 4	Tested Out	Max Score	Tested Out	Grade 4	Early 5	Grade 4		880L, 780L-930L	09/11/19
	568	Grade 4	Tested Out	Grade 3	Tested Out	Grade 4	Grade 4	Grade 4		870L, 770L-920L	09/14/19
	563	Grade 4	Tested Out	Grade 3	Tested Out	Grade 3	Grade 3	Grade 3		845L, 745L-895L	09/12/19
	560	Grade 4	Tested Out	Max Score	Tested Out	Grade 4	Grade 4	Grade 4		830L, 730L-880L	09/15/19
	560	Grade 4	Tested Out	Grade 3	Tested Out	Grade 4	Grade 4	Grade 3		830L, 730L-880L	09/14/19
	550	Grade 4	Tested Out	Max Score	Tested Out	Grade 4	Grade 4	Grade 4		785L, 685L-835L	09/12/19

i-Ready also provides a Growth Monitoring Results Report which allows teachers to monitor the likelihood that students in a class will meet their typical growth, stretch growth, and on-grade level measures. It also monitors student progress toward growth measures between Diagnostic Assessments and creates a prioritized list of students who may need additional intervention and support.

The Guidance Counselor will be responsible for ensuring that students are progressing appropriately towards a high school diploma. The Guidance Counselor will communicate directly with students and parents about graduation requirements and will assist students who need help navigating college and career pathways. The Guidance Counselor will also be available to connect students to community resources, as needed.

Student graduation progress is tracked in the Graduation Progress Tracking screen in the Student Information System. This is customizable per state/school requirements, diploma type, etc. This tracks credits earned at the school as well as transfer credits. It also tracks progress in each of the course requirements as well as overall credits. The routes to obtaining a high school diploma in Idaho are outlined below.

Route 1: Regular Graduation Requirements	Route 2: Adapted Graduation Criteria Set by the IEP Team
<p>Regular graduation requirements include the following:</p> <ul style="list-style-type: none"> • Earning required credits (with or without accommodations) • Student learning plan • Senior project • College entrance exam • Civics test • Participate in ISAT ELA/Math/Science 	<p>The IEP team can address student needs to complete his/her program by adapting course content, course objectives, instruction strategies, grading, and assessments, AND/OR finding alternate ways for the student to show their competence.</p> <p>This individualized plan for graduation is a part of a student's IEP and must include:</p>

<p>All students with disabilities will participate in the ISAT and other statewide assessments.</p> <p>*Local school districts may have additional requirements.</p>	<ul style="list-style-type: none"> • Evaluation in at least one academic area, AND • A description of how the student will participate in tests, AND • Other measures that might include earning credits/requirements with adaptations such as: <ul style="list-style-type: none"> ○ ISAT/IDAA growth rater ○ Classroom participation ○ Grade Point Average (GPA) ○ Grades for classes ○ Meeting IEP goals and objectives ○ Attendance
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Standardized Testing

Review and dissemination of state assessment data are critically important to the continued improvement of student outcomes. The school recognizes that student participation in state assessments is of paramount importance. School leaders will create a school state testing plan that ensures students have safe and convenient spaces to evaluate. The staff will work with students to overcome any obstacles to test attendance, such as lack of transportation. Communication about testing requirements and schedules will begin well in advance of the testing windows and continue up to the point of administration. VPA of Idaho will set up in-person, proctored locations throughout the state based on the geographic locations of the student population. Testing sites may include locations such as hotel conference rooms, public library meeting rooms, local schools if available, local colleges and private tutoring and learning centers. Testing sites will be easy for families to find, safe, and secure.

APPENDICES

IDAHO PUBLIC CHARTER SCHOOL COMMISSION

APPENDIX A: BUDGET TEMPLATE



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

Phone: (208) 332-1561
chartercommission.idaho.gov

Alan Reed, Chairman
Jenn Thompson, Director

Financial Summary					
Worksheet Instructions: This page will auto-populate as you complete the Pre-Operational and Operational Budget tabs.					
Revenue					
Anticipated Enrollment for Each Scenario:		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	61,291.67	\$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	\$1,580,610.00	\$2,067,389.01	\$4,577,347.57	\$5,929,255.88
Transportation Allowance	NA	\$0.00	\$0.00	\$0.00	\$0.00
Special Distributions	NA	\$100,645.71	\$140,798.70	\$220,459.26	\$289,199.39
REVENUE TOTAL	61,291.67	\$1,681,255.71	\$2,208,187.71	\$4,797,806.83	\$6,218,455.27
Expenditures					
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals	\$12,114.67	\$1,062,413.47	\$1,476,865.95	\$2,171,460.55	\$2,820,981.56
Educational Program Totals	\$0.00	\$849,844.39	\$1,275,227.10	\$1,921,678.65	\$2,526,896.77
Technology Totals	\$0.00	\$263,587.50	\$443,830.75	\$510,168.12	\$659,294.21
Capital Outlay Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board of Directors Totals	\$37,500.00	\$71,000.00	\$70,000.00	\$71,770.48	\$73,585.75
Facilities Totals	\$0.00	\$38,800.00	\$49,615.00	\$48,669.19	\$50,277.16
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	(\$604,389.65)	(\$1,129,969.35)	\$47,628.53	\$62,467.94
EXPENSE TOTAL	61,291.67	\$1,681,255.70	\$2,185,569.45	\$4,771,375.52	\$6,193,503.38
OPERATING INCOME (LOSS)	-	\$0.00	\$22,618.26	\$26,431.32	\$24,951.89
PREVIOUS YEAR CARRYOVER		-	\$0.00	\$22,618.26	\$49,049.57
NET INCOME (LOSS)	-	\$0.00	\$22,618.26	\$49,049.57	\$74,001.46

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		
Loans	61,291.67	
Grants		
Other Revenue		Include details and documentation as necessary.
REVENUE TOTAL	\$61,291.67	The pre-operational line of credit has been adjusted to \$61,291.67. This is equal the amount of pre-operational cost.

Additional Notes or Details Regarding Revenues: Assumes Accel issues a line of credit loan for pre-operating expenses to the school at a rate of 5.25% annually. The loan will be repaid when the program is cash flow positive and receives state funding.

The pre-operational line of credit, proposed by ACCEL, is an option available to the Board and is up to their choosing. If the Board agrees to contract with ACCEL, a repayment schedule is ready to provide to Board members.

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 Head of School Salary at \$110,000 annually

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	Sourced by Accel Human Resources research into Idaho benefits rates
Workers comp	0.07%	6.42	
FICA/Medicare	6.20%	568.33	
Group insurance	12.95%	1,187.08	
Paid time off (provide assumptions)	1.00%	91.67	
BENEFITS TOTAL	32.16%	2,948.00	

CERTIFIED & CLASSIFIED STAFF TOTAL	9,166.67	
TOTAL STAFF & BENEFITS TOTAL	12,114.67	

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	7,500.00	
Legal	20,000.00	
Insurance (property, liability, E & O, etc.)	10,000.00	D&O insurance for the board

Audit		
BOARD OF DIRECTORS TOTAL	37,500.00	
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
Marketing	150,000.00	Pre-Operating Marketing spend at \$300 per estimated enrollment - will be billed in Year 1 (no loan needed)
Marketing	(150,000.00)	Credit for pre-operating Marketing spend to be billed in year 1 of operations
OTHER TOTAL	11,677.00	
Additional Notes or Details Regarding Transportation Expenditures: Accel will not bill for the Marketing spend until the first year of school operations.		

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					
Salary and Benefit Apportionment	\$1,580,610.00	\$2,067,389.01	\$4,577,347.57	\$5,929,255.88	Used the state apportionment templates for all calculations
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	\$6,600.00	\$6,600.00	\$6,600 per charter (SDE budget guidance)
Gifted Talented					
Leadership Premiums	\$13,200.90	\$20,692.34	\$31,166.86	\$42,231.79	\$1,017 per qualified staff (20,31,42 FTE's in years 1-3 - per SDE budget guidance)
IT Staffing	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500 per charter (SDE budget guidance)
Math and Science Requirement					
Professional Development	\$14,168.52	\$17,669.13	\$22,563.67	\$27,734.09	\$475 per qualified staff (20,31,42 FTE's in years 1-3 - per SDE budget guidance)
Safe and Drug-Free Schools					
Technology (i.e. infrastructure)	\$19,095.00	\$31,825.00	\$47,737.50	\$63,650.00	\$67 per net enrollment (475,713,950 in years 1-3 - per SDE budget guidance)
National Board for Professional Teaching	\$25,081.28	\$41,512.23	\$63,766.23	\$86,213.52	\$2,395 per qualified staff (17,27,36 FTE's in years 1-3 - per SDE budget guidance)
Advanced Opportunities					secondary schools only
College and Career Advisors/ Mentors	\$18,000.00	\$18,000.00	\$18,000.00	\$25,600.00	\$64 per enrollment (120,220,400 in years 1-3 - per SDE budget guidance)
Literacy Proficiency	NA	NA	\$16,225.00	\$19,470.00	\$590 per 10% of K-3 students (45,60 in years 2-3)
Limited English Proficient (LEP)	NA	NA	\$9,900.00	\$13,200.00	\$220 per ELL student (45,60 in years 2-3)
School Facilities (Lottery)	NA	NA			
REVENUE TOTAL	\$1,681,255.71	\$2,208,187.71	\$4,797,806.83	\$6,218,455.27	

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	7.00	301,938.00	8.78	386,169.12	10.33	462,920.68	RegEd starting salary is \$52,000/year per teacher with an annual increase of 2.5%
Secondary Teachers	3.6	150,858.18	5.61	241,811.82	10.76	470,062.57	16.21	717,090.50	Secondary is 6-12
Specialty Teachers	0.9	37,337.40	1.50	64,701.00	2.25	98,669.03	3.00	133,486.25	English Language Learners teachers (6% ELL Students)
Classroom Teacher Subtotals	8.54	354,139.58	14.11	608,450.82	21.79	954,900.71	29.55	1,313,497.42	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	140,185.50	4.88	213,782.89	6.50	289,220.21	Class size of 20:1
Special Education Subtotals	2.95	134,375.70	4.25	193,663.50	1.00	268,597.84	7.50	345,405.53	Anticipated % Special Education Students: 12%
Other Certified Staff	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Lead Administrator - HOS	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	45,773.00	1.00	45,773.00	1.00	46,917.33	2.00	48,090.26	
Other Certified Staff Subtotals	4.00	274,251.00	4.00	274,251.00	4.00	281,107.28	5.00	288,134.96	All staff salaries include annual increases of 3% of base salary
CERTIFIED STAFF TOTAL	15.49	762,766.28	22.36	\$1,076,365.32	26.79	\$1,504,605.82	42.05	\$1,947,037.91	

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	41,118.00	1.00	41,118.00	2.00	83,263.95	2.50	105,904.55	
Registrar	0.0	-	-	-	1.00	45,000.00	1.00	46,125.00	
Office Administrator	0.0	-	-	-	-	-	1.00	40,000.00	
Testing Officer	0.0	-	-	-	1.00	41,486.00	1.00	42,523.15	All staff salaries include annual increases of 3% of base salary
CLASSIFIED STAFF TOTAL	1.00	41,118.00	1.00	41,118.00	4.00	169,749.95	5.50	234,552.70	

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%	\$95,983.78	11.94%	\$133,427.51	11.94%	\$184,559.42	11.94%	\$237,385.82	
Workers comp	0.07%	562.72	0.07%	782.24	0.07%	1,082.01	0.07%	1,391.71	
FICA/Medicare	6.20%	49,840.83	6.20%	69,283.97	6.20%	95,834.88	6.20%	123,265.67	
Group insurance	12.95%	104,103.01	12.95%	144,714.09	12.95%	200,171.23	12.95%	257,466.19	
Paid time off (provide assumptions)	1.00%	8,038.84	1.00%	11,174.83	1.00%	15,457.24	1.00%	19,881.56	
BENEFITS TOTAL		258,529.19		359,382.64		497,104.78		639,390.94	
CERTIFIED & CLASSIFIED STAFF TOTAL		803,884.28		1,117,483.32		\$1,674,355.77		\$2,181,590.61	
TOTAL STAFF & BENEFITS TOTAL		1,062,413.47		1,476,865.95		\$2,171,460.55		\$2,820,981.56	

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		18,363.56		26,030.55		34,208.84	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: Speech Therapists, Occupational Therapist, Physical
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	For in person testing space, teacher travel, etc.
Staff Recruiting		3,996.59		5,839.02		3,410.27		2,860.80	\$250 per new hire
Enrollment Processing - Accel Schools Fee		30,000.00		50,000.00		37,300.00		43,800.00	\$100 per new enrollment
Community Outreach - Accel Schools Fee		90,000.00		150,000.00		225,000.00		300,000.00	\$300 per enrollment per year
School Planning & Support Services - Accel School Fee		203,075.48		220,818.77		400,322.73		513,547.28	12% of qualified revenues
Office Supplies		5,000.00		5,000.00		5,126.58		5,256.36	
OVERALL EDUCATION PROGRAM TOTAL		390,420.94		509,521.35		774,857.75		996,390.21	

2b: ELEMENTARY PROGRAM	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Elementary Curriculum - Accel School Fee		234,000.00		409,500.00		513,500.00		604,500.00	\$150 per student per month
Elementary Instructional Supplies & Consumables									
Elementary Special Education Curricular Materials		7,454.07		13,044.62		16,771.64		20,243.64	
Elementary Student Testing & Assessment		27,000.00		47,250.00		60,749.92		73,326.16	
Elementary Student Activities Program		7,200.00		12,600.00		16,199.98		19,553.64	
Elementary Contract Services (provide assumptions)									
ELEMENTARY PROGRAM TOTAL		275,654.07		482,394.62		607,221.54		717,623.44	

2c: SECONDARY PROGRAM	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Secondary Curriculum - Accel School Fee		156,000.00		240,500.00		461,500.00		695,500.00	\$150 per student per month
Secondary Instructional Supplies & Consumables									
Secondary Special Education Curricular Materials		4,969.38		7,661.13		8,941.86		10,521.41	
Secondary Student Testing & Assessment		18,000.00		27,750.00		54,598.03		84,364.51	
Secondary Student Activities Program		4,800.00		7,400.00		14,559.47		22,497.20	
Secondary Contract Services (provide assumptions)									Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL		183,769.38		283,311.13		539,599.36		812,883.12	

EDUCATIONAL PROGRAM TOTAL	849,844.39	1,275,227.10	1,921,678.65	2,526,896.77	
Every item highlighted in blue is an Accel Fee.					

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	-	-	-	-	
Contracted Services					Include details.
Student Technology Assistance Services	45,000.00	75,000.00	112,500.00	150,000.00	\$150 per student per year
IEP Management Software		2,500.00	2,626.56	2,759.53	Full year license for SPED Software
Alternative Curriculum		2,018.25	4,243.46	4,461.02	\$621 per SPED Teacher
SPED Assistive Technology	11,212.50	18,687.50	28,740.86	39,291.26	\$250 per SPED pupil
Computers for Staff Use					
Computers for Student Use	146,625.00	244,375.00	206,337.50	249,900.00	\$425 per device for every net new enrollment per year (impacted by 15% in year churn)
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	263,587.50	443,830.75	510,168.12	659,294.21	
Additional Notes or Details Regarding Technology Expenditures: All non-Accel expenses include a base increase of 2.5% annually for inflation					

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	35,000.00	35,886.03	36,794.49	General Liability and D&O Insurance
Audit	20,000.00	20,000.00	20,506.30	21,025.42	Annual state audit estimate
BOARD OF DIRECTORS TOTALS	71,000.00	70,000.00	71,770.48	73,585.75	

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	24,615.00	25,599.60	26,623.56	600 sqft office at \$23/sqft for Admin Staff only in B/E scenario.
Construction / Remodeling (if applicable)					Rent estimate of \$2,051.25/month in Year 1, \$2,133.30 in Year 2, \$2,218.63 in Year 3
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	49,615.00	48,669.19	50,277.16	

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	32,847.27	50,534.55	110,808.46	116,418.14	\$85 per mo. per Accel employee/\$200 per month for non-Accel employees
Banking Fees	1,000.00	1,000.00	1,025.32	1,051.27	
Pre-Operational Budget Loan Repayment	-	-	-	61,291.67	Break even line of credit amount is \$51,631
Pre-Operational Budget Loan Interest	2,691.13	3,217.81	3,217.81	3,217.81	5.25% of pre-operational line of credit
Pupil Health Support	2,160.00	3,780.00	4,859.99	5,866.09	\$12 per pupil
Teacher Bonus Allocation	31,106.55	35,778.29	56,168.94	72,473.04	2-3% of teaching salaries
Teacher/Staff Stipends	30,000.00	30,000.00	30,750.00	31,518.75	
Accel Fee Credits	(704,194.61)	(1,254,280.00)	(159,202.00)	(229,368.84)	Credits to offset Accel fees for a balanced school budget The Accel Fee Credits is an optionanal mechanism which Accel discounts its fees to facilitate a financially solvent program to the Board if chosen. The credits are permanent and are not carried into the subsequent fiscal year.
OTHER TOTAL	(604,389.65)	(1,129,969.35)	47,628.53	62,467.94	

Additional Notes or Details Regarding Other Expenditures:

Cash Flow Operational Year 1														
	Year 1 Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total
Student Enrollment Capacity	500													
Revenue														
Donations and Contributions	0													\$0.00
Loans	0													\$0.00
Grants	0													\$0.00
Entitlement	0													\$0.00
Salary and Benefit Apportionment	2,067,389	\$723,586.15	\$310,108.35			\$413,477.80			\$413,477.80			\$206,738.90		\$2,067,389.01
Transportation Allowance	0													\$0.00
Special Distributions	140,799				\$15,644.00	\$15,644.00	\$15,644.00	\$15,644.00	\$15,644.00	\$15,644.00	\$15,644.00	\$15,644.00	\$15,646.70	\$140,798.70
Total Revenue	\$2,208,187.71	\$723,586.15	\$310,108.35	\$0.00	\$15,644.00	\$429,121.80	\$15,644.00	\$15,644.00	\$429,121.80	\$15,644.00	\$15,644.00	\$222,382.90	\$15,646.70	\$2,208,187.71
Expenditures														
Salaries and Benefits	1,476,865.95	\$123,072.16	\$123,072.16	\$123,072.16	\$123,072.16	\$123,072.16	\$123,072.16	\$123,072.16	\$123,072.16	\$123,072.16	\$123,072.16	\$123,072.16	\$123,072.16	\$1,476,865.95
Education Program	1,275,227.10	16,178.49	476,038.87	66,468.30	68,281.63	128,346.23	68,281.63	68,281.63	128,346.23	68,281.63	68,281.63	98,313.93	20,126.88	\$1,275,227.10
Technology Totals	443,830.75	30,776.04	\$60,294.29	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	\$443,830.75
Capital Outlay Totals	-													\$0.00
Board of Directors	70,000.00	\$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	\$32,000.00	\$70,000.00
Facilities	49,615.00	\$4,134.58	\$4,134.58	\$4,134.58	\$4,134.58	\$4,134.58	\$4,134.58	\$4,134.58	\$4,134.58	\$4,134.58	\$4,134.58	\$4,134.58	\$4,134.58	\$49,615.00
Transportation	\$0.00													\$0.00
Nutrition	-													\$0.00
Other	124,310.65	\$10,359.22	\$10,359.22	\$10,359.22	\$10,359.22	\$10,359.22	\$10,359.22	\$10,359.22	\$10,359.22	\$10,359.22	\$10,359.22	\$10,359.22	\$10,359.22	\$124,310.65
Accel Fee Credits	(1,254,280.00)			(\$313,570.00)	(\$104,523.33)	(\$104,523.33)	(\$104,523.33)	(\$104,523.33)	(\$104,523.33)	(\$104,523.33)	(\$104,523.33)	(\$104,523.33)	(\$104,523.33)	(\$1,254,280.00)
Total Expenditures	2,185,569.45	\$187,520.50	\$676,899.13	(\$70,759.69)	\$140,100.31	\$205,164.91	\$140,100.31	\$140,100.31	\$200,164.91	\$140,100.31	\$140,100.31	\$170,132.61	\$115,945.56	\$2,185,569.45
Cash Flow														
Operational Cash Flow		\$536,065.66	(\$366,790.78)	\$70,759.69	(\$124,456.31)	\$223,956.90	(\$124,456.31)	(\$124,456.31)	\$228,956.90	(\$124,456.31)	(\$124,456.31)	\$52,250.29	(\$100,298.86)	\$22,618.26
Cash on Hand	\$0.00	-	\$536,065.66	\$169,274.88	\$240,034.57	\$115,578.26	\$339,535.16	\$215,078.85	\$90,622.54	\$319,579.44	\$195,123.13	\$70,666.82	\$122,917.12	
Cash End of Period		\$536,065.66	\$169,274.88	\$240,034.57	\$115,578.26	\$339,535.16	\$215,078.85	\$90,622.54	\$319,579.44	\$195,123.13	\$70,666.82	\$122,917.12	\$22,618.26	\$22,618.26

Appendix B

Facility Options

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	9440 Fairview Ave., Boise, Idaho 83704					
Facility Information	Anticipate Move-In Date	3/1/2023	Facility Type	Existing Building Remodel	Facility Status	Likely (board preferred site, actively pursuing)
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:		Sundance Investments, LLLP			
	Physical Address of Home Office:		3405 E. Overland Rd., Meridian, ID 83642			
	Website Address:		https://www.sundanceco.com			
	Company Contact:		Charlene VanOstrand			
	Company Contact Phone Number:		208.322.7300			

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>Lease Proposal link:</p> <p>https://www.dropbox.com/s/k3t60h4xuj090mt/ICL%20Proposal%203.25.22%281%29%20copy.pdf?dl=0</p> <p>Monthly Rent:</p> <p>Full-Service lease, excluding tenant janitorial.</p> <p>Year 1 \$2,051.25/month</p> <p>Year 2 \$2,133.30/month</p> <p>Year 3 \$2,218.63/month</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)	NA	NA
Land development (include grading, utilities, etc.)	NA	NA
Parking, curb, lighting (if applicable)	NA	NA
Permits and applicable studies (as applicable)	NA	NA
Delivery and set up of modular units (if applicable)	\$10,000	Idaho Collaborative Learning Partners, LLC Board
Remodel estimate (if applicable)	NA	NA
Other		
Total One-Time Costs	\$10,000	
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment		
Lease term	3 years	
Interest rate	NA	
Rate escalator (if applicable, please describe)	3.9%	
In which operating year does the school intend to purchase (if option to purchase is applicable)	Operating Year 1	
Capitalization rate at purchase (if applicable)	NA	
Other	NA	
Please include any additional narrative here.		
<p>Monthly Rent: Full-Service lease, excluding tenant janitorial. Year 1 \$2,051.25/month Year 2 \$2,133.30/month Year 3 \$2,218.63/month</p>		

New Charter Petition Facility Option 2						
Location Address	950 West Bannock Street, Suite 1100 Boise, Idaho 83702					
Facility Information	Anticipate Move-In Date	3/1/2023	Facility Type	Existing Building Remodel	Facility Status	Possible (research in progress)
Budget Location	Please indicate if this option is reflected in the Budget Template (Attachment A1-A4)			Not Reflected in Budget		
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:		Regus			
	Physical Address of Home Office:		Regus Boise Downtown 950 West Bannock St. Boise Idaho, 83702			
	Website Address:		www.Regus.com/en-us			
	Company Contact:		Petula Bongo			
	Company Contact Phone Number:		800.633.4237			

Additional Information - Facility Option 2

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

Monthly Cost for Rent \$979

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)	NA	NA
Land development (include grading, utilities, etc.)	NA	NA
Parking, curb, lighting (if applicable)	NA	NA
Permits and applicable studies (as applicable)	NA	NA
Delivery and set up of modular units (if applicable)	NA	NA
Remodel estimate (if applicable)	NA	NA
Other	NA	NA
Total One-Time Costs	\$0	
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment		
Lease term	Monthly	
Interest rate	NA	
Rate escalator (if applicable, please describe)	NA	
In which operating year does the school intend to purchase (if option to purchase is applicable)	Operating Year 2	
Capitalization rate at purchase (if applicable)	NA	NA
Other	NA	NA
Please include any additional narrative here.		
Monthly Cost for Rent \$979		



LEASE PROPOSAL

March 25, 2022

The Sundance Company is pleased to provide you a proposal to lease space in the West Valley Business Center, Boise.

1. **LANDLORD:** Sundance Investments, L.L.L.P.
2. **LANDLORD'S LEASING REPRESENTATIVE:** Charlene VanOstrand
3. **TENANT:** The Idaho Collaborative Learning Partners, a non-profit LLC
4. **PROPERTY MANAGER:** The Sundance Company
5. **PROPOSED PREMISES:** Approximately 1,641 rentable square feet of office space to be located 9440 W. Fairview Avenue, Boise, ID. This proposal has been specifically prepared to meet our understanding of your client's needs. The site plan are reflected within attachments A through B to this proposal.
6. **BASE ANNUAL RENTAL RATE:**
Full Service lease, excluding tenant janitorial.
Year 1 \$2,051.25/month
Year 2 \$2,133.30/month
Year 3 \$2,218.63/month
7. **LEASE TYPE:** Full Service, excluding tenant janitorial.
8. **INITIAL TERM:** Three (3) Year Lease
9. **SPACE PLANNING** Sundance shall provide the space per the attached Plan in "As-Is" condition.
10. **COMMENCEMENT DATE:** Upon completion and executed lease agreement.
11. **USE:** Tenant shall use the Leased Premises for general office and Landlord approved ancillary uses.
12. **RENEWAL OPTIONS:** Tenant shall have the option to extend the term for one (1) thirty-sixty (36) month period (the "Extended Terms") at the then current fair market value but not less than the previous year, by giving Landlord written notice of such election at least six (6) months prior to the expiration date of the then current term.
13. **OPERATING EXPENSES AND REAL ESTATE TAXES** Tenant shall pay its Pro Rata Share of any increase in Landlord's total annual Operating Costs, over the total annual Operating Costs for the Base Year.
14. **PARKING:** Seven (7) parking stalls, in common, shall be provided to the tenant, without charge, throughout the term of the lease.
15. **BUILDING HOURS** Tenant will have access to their premise and common areas 24/7 and 365/days a year. The lease contemplates 68 hours of usage per week. Property management is available 24/7 for emergencies.
16. **INSURANCE:** Tenant shall, at its sole cost and expense, throughout the term of this Lease, obtain and maintain Commercial General Liability insurance for the mutual benefit of both Tenant and Landlord at the following limits and coverages:
 - Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence combined
 - Personal Injury Liability: \$1,000,000 each occurrence

- Products – Completed Operations: \$1,000,000 each occurrence
- General Aggregate Limit: \$1,000,000 each occurrence

17. SIGNAGE:

Tenant at Tenant's cost, shall be provided the opportunity to provide exterior façade signage on the building over the tenant's suite. Signage criteria further defined in lease agreement.

Existing directory signage and suite entry signage are provided at no cost to Tenant. Tenant's has direct exterior access to premise as well.

18. JANITORIAL:

Tenant is responsible for janitorial in their premise. Landlord has common areas and restrooms cleaned daily (M-F), a detailed list can be provided upon request.

19. SECURITY DEPOSIT:

Tenant shall provide landlord with a security deposit equivalent to one month's rent.

20. BROKERAGE:

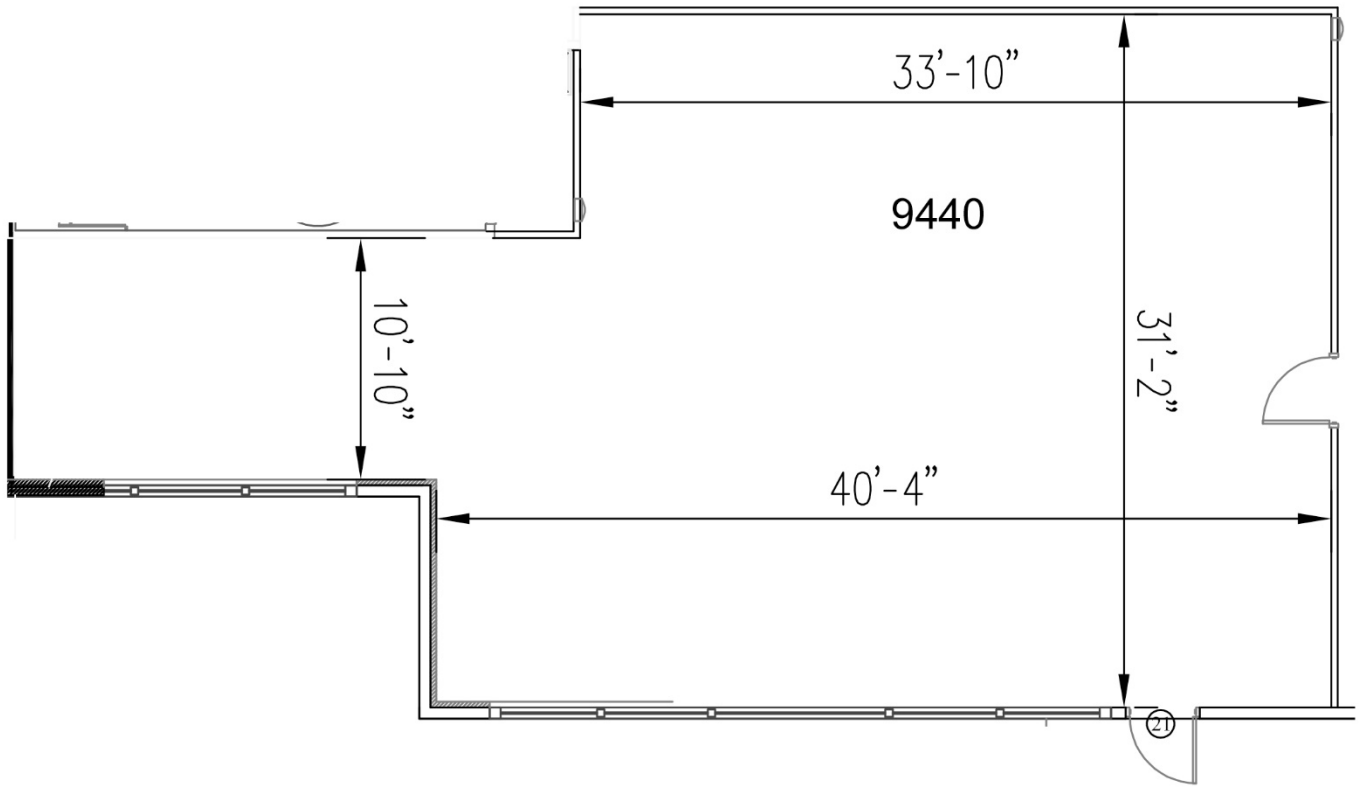
Tenant's broker, Wendy Schwingel, Real Estate Pansophic Learning shall be compensated per a separate agreement from Landlord at four percent (4%) of the gross lease amount which shall be paid fifty percent (50%) upon Lease execution and the balance upon rent commencement.

21. AVAILABILITY:

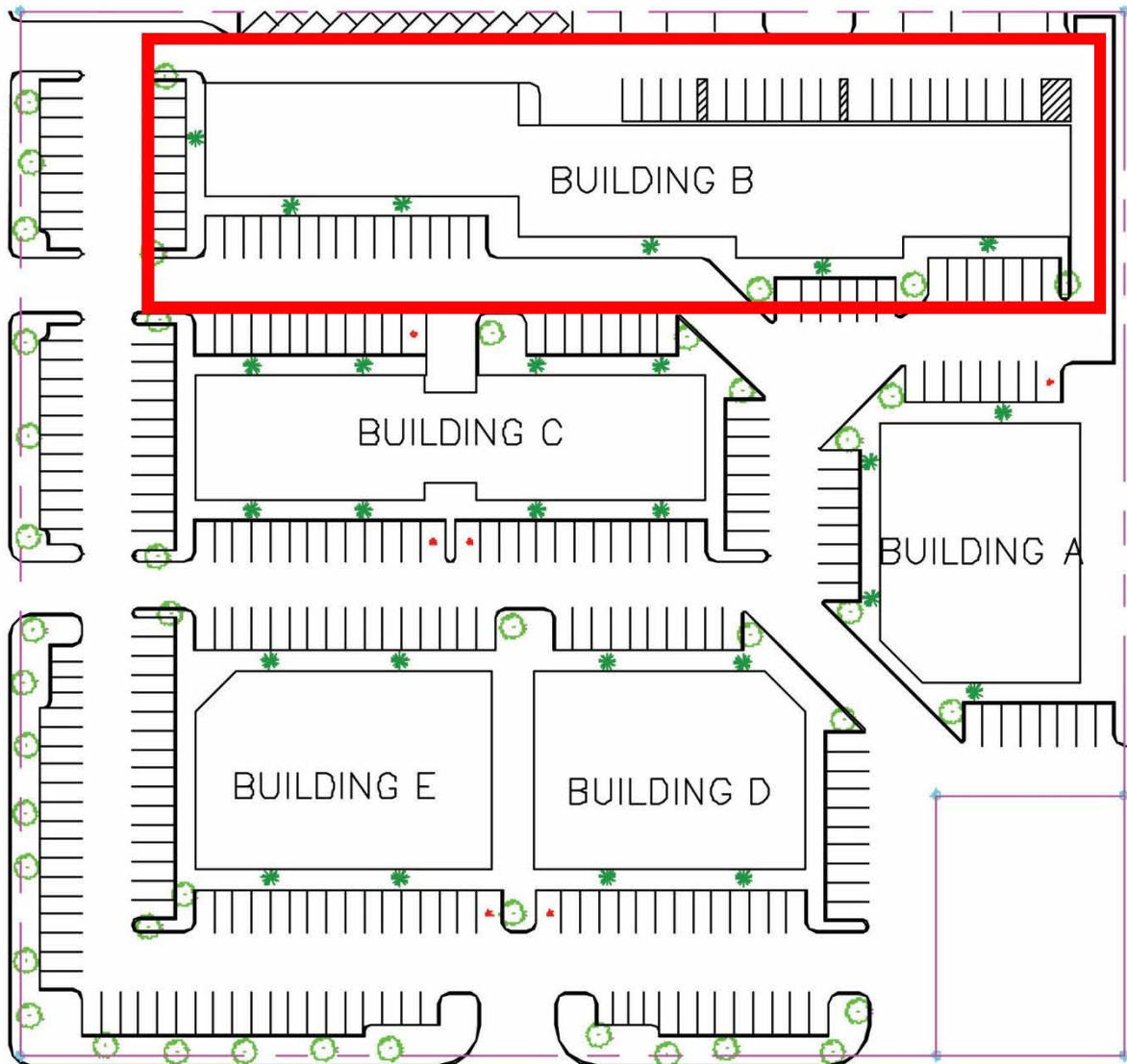
This proposal is an outline of the major provisions only and is neither a binding legal agreement nor should it be construed as a legal offer to lease. Neither tenant nor landlord shall have any obligation resulting from this proposal made hereby nor shall any obligation or liability be incurred by either party until and unless a lease is executed by both parties.

Attachment A
PROPOSED SPACE

1,641 RSF



Attachment B Site



Appendix C1

Articles of Incorporation



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:					
<i>Lyndon Nguyen</i>	<i>07/07/2021</i>				
Sign Here	Date				

B0622-8594 07/07/2021 4:10 PM Received by ID Secretary of State Lawrence Denney

Appendix C2

Adopted 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

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.

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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

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

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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:

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.**

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.

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.

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 - 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.

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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.
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 - 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.
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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*

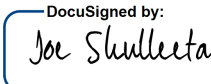
A majority of trustees may adopt, amend or repeal these Bylaws at any regularly scheduled or special meeting of the Board with appropriate public notice as required herein.

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

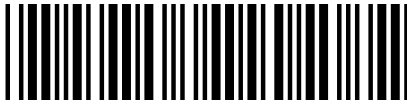
This is not a membership corporation and does not have voting members. The manner of selecting directors and conducting business and internal affairs of the corporation shall be established by the Bylaws. The Bylaws may be amended from time to time as may be required or desired at a properly noticed 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

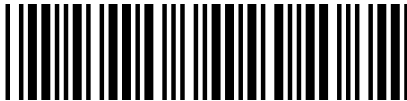
The Articles of Incorporation must be signed by at least one Incorporator.

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 D1

Resumes for all Currently Serving Board Directors

REED DeMORDAUNT

PROFESSIONAL EXPERIENCE

MED MANAGEMENT TECHNOLOGY

Eagle, ID

CEO

Created a technology company that develops and markets medication management software for the long term care industry and the pharmacies that service this industry.

CASTLE ROCK DEVELOPMENT, INC

Eagle, ID

President

Directing a company that specializes in unique land development. Introduced to Idaho environmentally friendly sewage and water systems.

SEAGATE SOFTWARE

Vice-President – Asia Pacific & Japan

Tokyo, Japan

Directed all aspects of the business including P&L responsibility, business planning, budget creation, cost center management, and marketing & sales.

Director, International Product Management

Vancouver, Canada

Managed all international products including localization, product positioning.

Director, Rest of World Sales

Vancouver, Canada

Defined global Seagate Software channel strategies. Achieved sales targets and market penetration by building a competent and committed distribution capability.

VINCA CORPORATION

U.S. Southeast Regional Sales Manager (Atlanta based)

Supervised the 11 southeast states. Improved the critical relationship between vendor, +100 channel partners, and end users.

Regional Manager - Africa, Middle East, & Asian Subcontinent

Dubai, UAE

Established Vinca's operations in 14 countries in 1 year. Recruited and successfully negotiated contracts with distributors and resellers in every major market.

WORDPERFECT CORPORATION

Dubai, UAE

General Manager - Middle East

Founded the WordPerfect Middle East office. Lead office construction, staff recruiting, comprehensive marketing plans, and executive selling.

PROCTER & GAMBLE

Jeddah, Saudi Arabia

Senior Financial Analyst

Completed a relaunch of P&G soaps including the implementation of cost saving local production. Forecasted profit performance and improved brand profit through product realignment.

IDAHO STATE LEADERSHIP

Six years serving as Idaho State Representative

Four years serving as Chairman Idaho House Education Committee

Vice Chairman and Founder of North Star Charter School

Co-Creator of the Idaho Legislature STEM Caucus

Member of Governor Otter's Task Force for Improving Education

EDUCATION

MASTER OF INTERNATIONAL BUSINESS (MIBS)

University of South Carolina

- Finance concentration

Columbia, SC
May 1991

MASTER OF ARTS in Middle Eastern Studies

American University in Cairo

Cairo, Egypt
July 1990

BACHELOR OF ARTS in Near Eastern Studies

Brigham Young University

Provo, UT
April 1988

ADDITIONAL INFORMATION

Languages: Arabic, Spanish.

Married, 6 children

Marvin F. Hagedorn

Skills and Expertise

A 47+ year professional with broad experience in State, Federal, Military and Veteran activities, private sector (for profit/non-profit) operations, budgeting, sales, marketing and business/relationship development. An accomplished leader with a world-class track record of vision, entrepreneurship, and exceptional results across a wide spectrum of operations and development disciplines. A highly skilled communicator and relationship builder.

Proven Business Leader

- '10 – Present, Co-Founded the Wyakin Foundation. Nationally recognized wounded/ill veteran transition program.
- '07 – '18, 6 year member of the Idaho State House of Representatives and 6 year member of the Idaho State Senate
- '01 – '07, CEO/Founder of The Hagedorn Group, grew an international agricultural startup company to over \$3 million revenue per year
- '94 – '05, Senior Manager Applied Materials, grew his semiconductor manufacturing equipment division from \$7 million to over \$100 million per year
 - Negotiated and closed international contracts in excess of \$200 million
 - Credited with three U.S. Patents for the creation of a special plasma used in the manufacture of semiconductors, numbers: 6312556, 6126778, 6309978

Proven State Leader

- Spent over 12 years serving as an Idaho State Representative and an Idaho Senator
 - Served on the Joint Finance Appropriations Committee, Transportation and Defense, Resources and Conservation, Business committees, Health and Welfare, Judiciary and Rules, Resources & Environment and State Affairs committees.
 - Served as Chairman the Vice Chairman to many of these committees.
- Active leader in the Republican Party: Precinct Committeeman, District Chairman, Vice Chair of Ada GOP Central Committee and Co-Chair of the State Central Committee Rules and Platform Committees
- Governor selected Marv to lead the Idaho Div. of Veteran Services from July, 2018 through his retirement in March of 2021
 - Managed \$78m budget and led 360 personnel while re-organizing and streamlining operations. Funded and built 1 new Veterans Home and 1 new Cemetery during that Covid 19 pandemic timeframe, while operationally driving \$600m+/year into Idaho of VA revenue into Idaho for Veterans.

Honorable Veteran

- '74 – '94, Served on active duty in the U.S. Navy for 20 years, E1 – W3
 - Specialized global service in naval intelligence and cryptology
 - Selected at highest DoD levels to lead a SPECOPs team in pioneering the nation's Information Warfare programs

- Co-founder of the Wyakin Foundation, transitioning wounded warriors coming home; Recognized “Best in Class” by the USO
- Life member of the Disabled American Veterans, Vietnam Veterans of America, American Veterans Post 1
- Longtime (20+ years) member American Legion Post 113
- VFW Little Wood River Post 3001 Aux member

Avid Outdoor Sportsman

- Actively participates in sportsmen's organizations across Idaho
- Life Member of North American Fishing Association
- Life member of the NRA

Devoted Husband and Father

- Raised outside Potlatch, ID and graduated from Potlatch High School. Now lives in Eagle with my wife Catherine.
- Two children: John and Kristin, both served in reserve/active-duty capacities in Naval Intelligence
 - John served in war zones for both the Army and Navy in Iraq and Afghanistan
 - Kristin is served as an Intelligence Officer in the Navy

SECURITY CLEARANCE

Cleared for 20 years for Top Secret and granted access to Sensitive Compartmented information (SCI) and Special Access Programs (SAP) based on DIS Special Background Investigation. Still qualified for access should that be a requirement of the position.

References provided upon request.

SONJA HOWERTON

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 Director

7/2021 – Current – Boise, ID

- 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

GARRY LOUGH

Public sector business development executive with verifiable success in technology and telecommunications industry achieved through advocacy and relationship management in diverse and complex settings. An excellent communicator and influencer with a deep understanding of technology market trends, telecommunication services and education technology policies. Subject matter expert in education technology market with extensive "inside government" and corporate government relations background with a knowledge of data, telephony, wi-fi, security, cloud services and analytics. Works effectively with a wide range of people, at different organization levels, including key partners in government, elected officials, regulators, businesses, and corporate leadership.

- Public / Private Sector Technology Expertise
- Sales and Project Leadership in Technology and Telecommunication Industry
- Target Account Acquisition, Association and Contract Lobbying Management
- Budget Planning & Management, Negotiations and Goal Achievement
- Lobbying, Political, Corporate, and State Agency Experience

PROFESSIONAL EXPERIENCE

ENA

2012 - 2021

Director of Business Development and Government Relations – Western US (2018 - 2020)

Develop and execute strategy to obtain new business in the Western region through extensive networking and prospecting, partner development, and association management. Served as primary government relations liaison to critical contract influencers, and appropriators and decision-makers in western states, including Montana, Idaho, Utah, Wyoming, Colorado, Arizona, and California.

-
- Strategic account and relationship management with large enterprise public sector organizations in the Western US.
 - Develop GTM strategies for innovative products based on procurement trends and changing customer demands.
 - Developed and executed an effective government relationship plan in support of ENA's contract sales and profitability objectives resulting in securing new statewide contracts in California for the Department of Technology (CALNET), while maintaining existing contracts and customers to generate revenue in assigned territory.
 - Managed western states public policy efforts, to execute advocacy efforts with contract lobbying firms, public agencies, public relations firms, non-profit education stakeholders, press, and school districts to grow and develop ENA business.
 - Directed external legal counsel and contract lobbying engagements in multiple states enabling the achievement of business mission, legislative efforts, increases to funding (state, local, national) for broadband infrastructure. Contract and regulatory issue management, procurement conformance.
 - Supplier and partnership development, consultant management, and public relations strategy development.
 - Relationship development and account management in metro and western markets.
 - Built market intelligence and cultivated relationships in targeted states to strategically develop revenue generation to increase pipeline and build new partnerships

Idaho Department of Administration

2009 to 2012

Communications Director

- Responsible for successful strategic communication and public policy efforts to legislature, city and county governments, media, state board of education, schools and communities impacted by the deployment of the Idaho Education Network.
- Executed the legislative project initiative on issues impacting IEN on topics related to telecommunications, education, higher education and online learning.
- Designed and implemented marketing efforts to advocate, K-12, Higher Education, Workforce Development, and Emergency Services communities benefits of broadband infrastructure development.
- Staffed and managed communications with the state IEN Advisory Council, J.A. and Kathryn Albertson Foundation, Idaho State Legislature, and public education stakeholders to ensure successful management and deployment of the network.

LiveRez.com

2008 to 2009

Business Development Director

Office of the Supt of Public Instruction—Tom Luna

2007 to 2008

Director of Legislative Affairs

Idaho State Controller's Office—Keith Johnson

2006 to 2007

Deputy Chief of Staff/Deputy State Controller

Idaho Republican Party

2004 to 2006

Executive Director

Good Source Solutions

2000 to 2004

Mid-Atlantic and Northeast Regional Sales Manager

Education, Service and Training

BACHELOR OF ARTS – INTERNATIONAL STUDIES, IDAHO STATE UNIVERSITY

Challenger Sales & Marketing Training 2019-2020

Jack C. Massey Graduate School of Business—Advanced Negotiation Training—Belmont University 2017

Idaho Public Works Contractors Licensing—2016 to present

Certified Wireless Technology Specialist—2015

American Management Association—Successfully Managing People—Denver, CO 2015

Appointed Workforce Investment Act Subcommittee Dec 2011

Appointed by Governor to Idaho Workforce Development Council, June 2009

Karen A. McGee
Curriculum Vitae

Education:

B.S. Speech Pathology/Audiology, Idaho State University
M.S. Speech Pathology, Idaho State University

Employment:

1988 to Present:	Audiologist/Executive Administrator, Dr. K. C. McGee Satellite Offices
1985 to January 2000:	Pocatello City Council Member President, 1994-1996 President, 1998-1999
1993-2000:	Owner, Dudley's Sports Bar and Grill Pocatello, Idaho

Appointments and Awards

- ~ Member, Idaho State Board of Education, 1999 to present; Chair, 2001
- ~ Interim Director for Assessment and Accountability, Idaho State Board of Education
- ~ Chair, Idaho's Workforce Development Council, 1997 to present
- ~ Chair, National Governor's Association – State Workforce Board of Chairs, 2001 to present
- ~ NAWB Board
- ~ National Workforce Excellence Board
- ~ Recipient of William L. Hartwell, Jr. Award
(given annually to an individual outside the employment security system whose has made a significant and substantial contribution to the system)
- ~ Chair of Governor Batt's Workforce Committee, 1997-1998
- ~ Chair of Governor Batt's Workforce Training Fund Interim Committee, 1996-1997
- ~ Chair of Governor Batt's Committee for Welfare Reform, 1995-1996
- ~ Chair of the Regional Public Transportation Advisory Council, 1997-1998
- ~ President of Association of Idaho cities, 1993
- ~ President of Pocatello Development Authority, 1996-1998
- ~ President of School District #25 PAC, 1994-1995
- ~ Outstanding Member of Southeast Idaho Private Industry Council, 1995
- ~ Board Member of Bannock Development Corporation, 1994-present
- ~ Board Member of Bannock Planning Organization, 1993-present
- ~ Board Member of Old Town Pocatello, 1993-1996
- ~ Board Member of Bengal Foundation, 1991-present
- ~ Pocatello Chief, Greater Pocatello Chamber of Commerce, 1992-present
- ~ Recipient of Woman of Distinction Award,
Soroptimist International of Pocatello, Idaho, 2000-2001

Professional Organizations:

Rotary Club; Zonta International; Women in Municipal Government; Idaho State Symphony Auxillary; Member, Idaho Medical Association Alliance; Idaho State Speech and Hearing Association

Appendix D2

Board and Petitioning Group Chart/List

Name	State of Residence	Title/Position
Reed DeMordaunt	Idaho	Secretary/Treasurer
Marv Hagedorn	Idaho	Member
Sonja Howerton	Idaho	Board President
Garry Lough	Idaho	Member
Karen McGhee	Idaho	Member

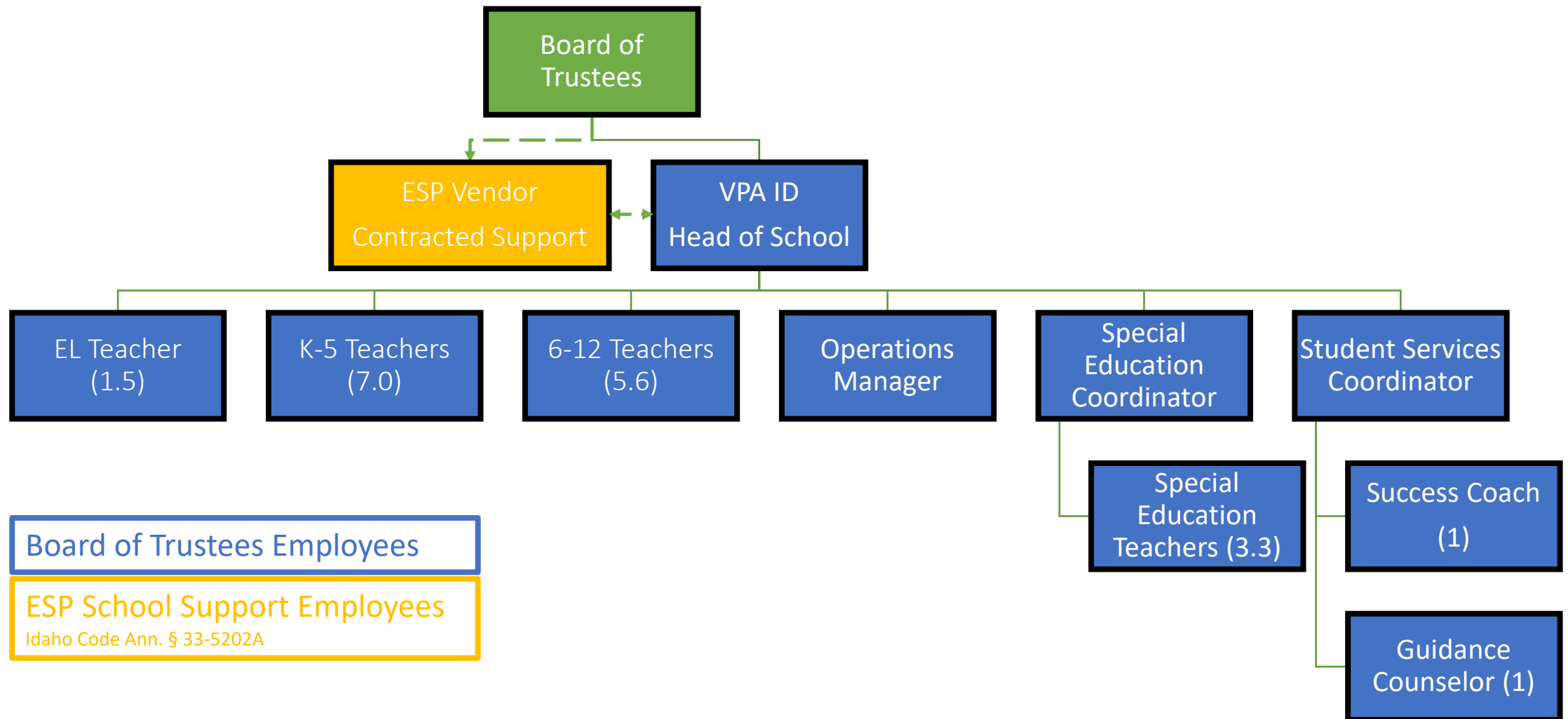
Appendix E1

VPA of Idaho

Organization Chart

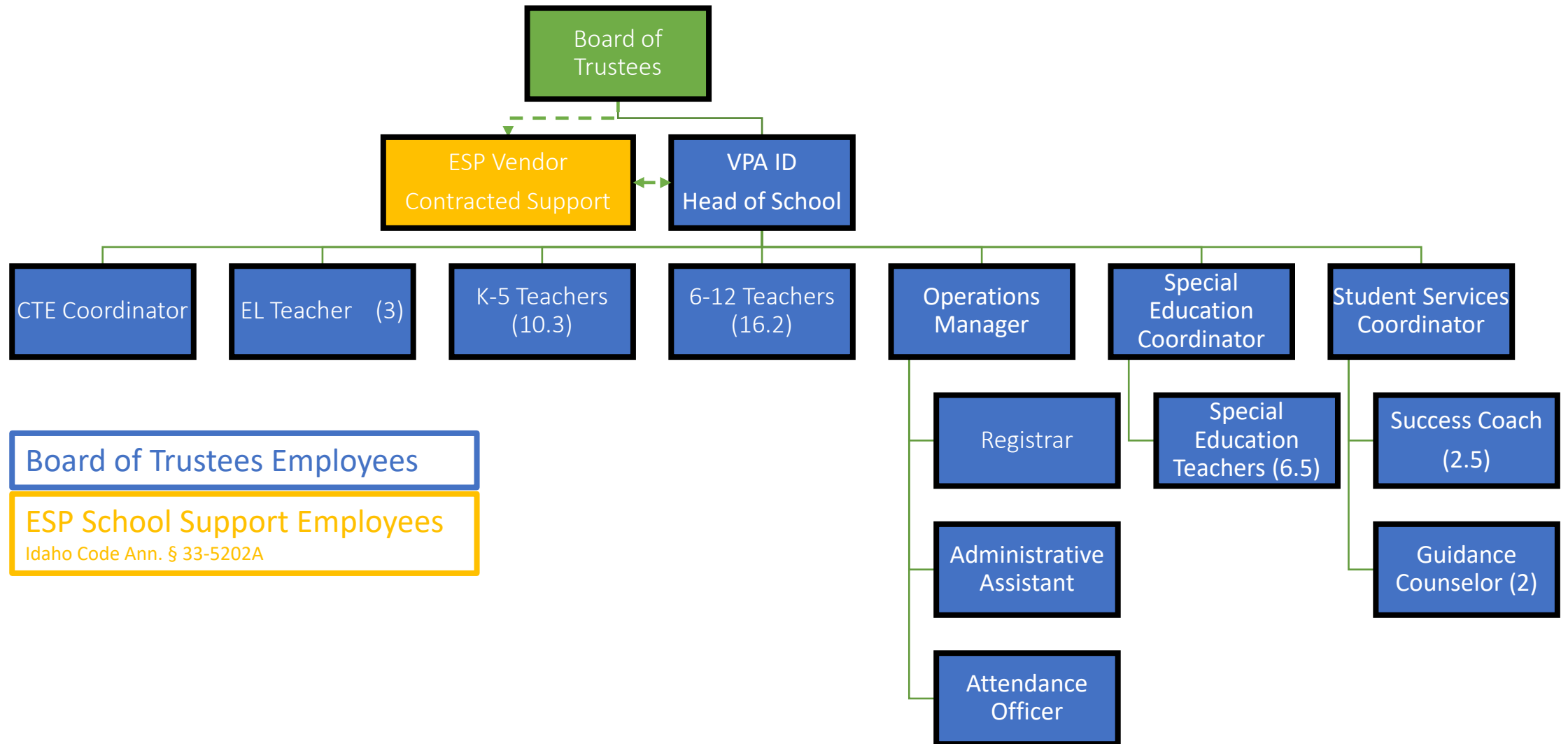
Virtual Preparatory Academy of Idaho Organization Chart

Year 1



Virtual Preparatory Academy of Idaho Organization Chart

Year 3



Appendix F1

ESP Documentation: Services Agreement

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 business and academic services to 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. 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 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 consult with the School regarding the proposed changes and obtain School approval, and if required under the Charter Agreement, approval of the Authorizer.
 - (ii) Instruction. 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. Support of appropriate extra-curricular and co-curricular activities and programs.
 - (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 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 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 under the direction of the School Board (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.
 - (iii) Payroll. Management of the School's payroll. Accel will be responsible for all data input.
 - (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 cooperation with the Board treasurer) 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**". To The Board may make changes to the Budget to the extent changes do not impair the Board's ability to pay Accel's reimbursable costs and Service Fees. Accel shall be responsible for preparing 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 School 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 School and will be provided for in the Budget.

- (B) Accel will provide the School 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 School's board of directors (the "**Board**"); and support for all State reporting requirements. Accel will prepare a five-year financial plan in conjunction with the fiscal officer.
- (C) On behalf of the School, Accel is responsible for preparation of (i) such other reports on the finances and operation of the School as requested or required by the SDE, the School 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 School to monitor 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 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 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.
- (F) If School is not able to fully pay the Service Fees and all bills when due, (i) School agrees to work with Accel to take actions to reduce expenses and not incur additional expenses.
- (vi) 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.
- (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 employment, business and other 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 employment, business and other 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 employment, business, and other 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. Implementation of the School's admission policy in accordance with the Charter Agreement, the Board's policies, and applicable laws and regulations.

(ix) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, 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. 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. 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 Charter Agreement, and applicable laws and regulations.

(xii) Student Recruitment and Admissions. 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. 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 School'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. 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. 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 School.
 - (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) Subject to this Agreement, the Charter Agreement, and applicable laws and regulations, Accel may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Accel supplies the School with written notice of such modifications.
 - (C) Accel 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 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 provides Accel such authority and power as is necessary and proper for Accel to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2023 (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 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. The School is a separate, distinct and independent 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 and Accel or to make one the agent or fiduciary of the other.
- 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 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 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 School 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 Other Schools. The School acknowledges that Accel 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, Accel and its Affiliates shall be the sole providers of the educational products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Accel. “**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.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services and Computer Equipment.
- (a) Service Fees. The School will pay to Accel fees for services as set forth in the Fee Schedule (“**Service Fees**”) attached hereto. Service Fees expressed as a percent means the designated percent of the 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 special needs revenue and free and reduced meal 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) Computer Equipment Fee. Accel modifies the rates from time to time, but no more than once per school year. Accel will give School 90 days’ written notice of fee modification.
- (c) Reasonable Compensation. The Service Fees and Computer Equipment Fee 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. 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. The If Accel incurs any costs (directly or charged by service providers, vendors or other third parties) to deliver services pursuant to this Agreement, the School will reimburse Accel for such costs which may include, but are not limited to, equipment lease (other than Computer Equipment), 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 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.
Intentionally Omitted**

**ARTICLE VI.
PERSONNEL AND TRAINING**

The Board will hire HOS, teachers, and staff upon approval of the charter.

**ARTICLE VII.
TERMINATION OF AGREEMENT**

7.1 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.

7.2 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.

7.3 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 at the end of the then-current school year 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 “**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’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 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 Accel.
- (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, 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 the prior written consent of Accel, 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;
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 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, 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 by 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 (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

By: _____

Name: _____

Title: _____

**Virtual Preparatory Academy of
Idaho**

By: _____

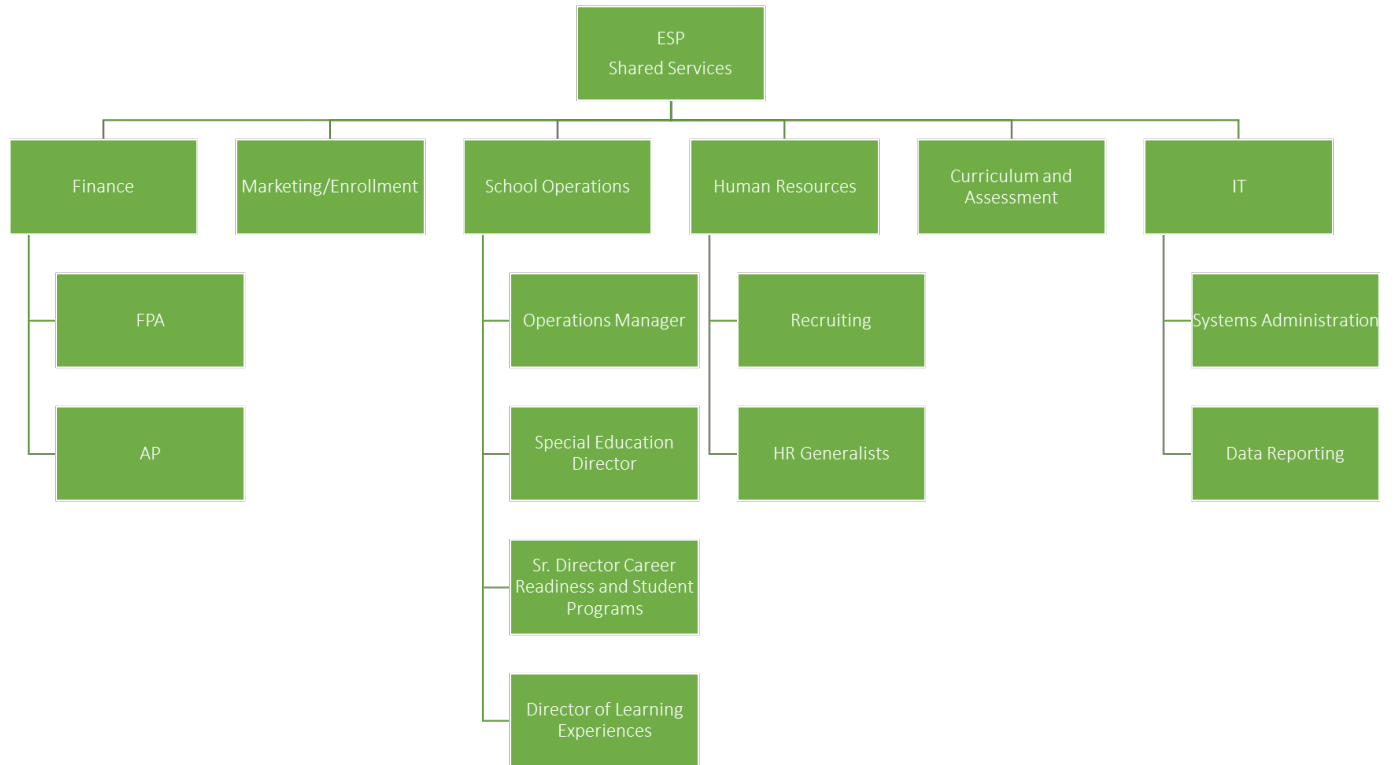
Name: _____

Title: _____

Appendix F2

ESP Documentation: Organizational Chart

Proposed ESP Organizational Chart



Appendix F3

ESP Documentation:

Fee Schedule

Virtual Preparatory Academy of Idaho SY 23-24 Fee Schedule		
Description	Fee	Description
Curriculum & Materials, AMP System, and Instructional Support Services	\$1,500 per student per year; Upfront fee of \$300 upon enrollment start date and \$120 billed monthly while student is enrolled, over a maximum of 10 months per year	Fee includes: Curriculum including Core, Elective, Career/Technical, and Advanced Placement (AP) Courses; Balanced assessment system; AMP System including SIS, LMS, in course email and schoolwide communication system; Web Conference technology integrated into AMP; Any online and physical textbooks/materials, with the exception of those for AP courses; Teacher Professional Development
Student Computers and Equipment	\$425 per device; Billed when device is received by student	Fee includes: Logistics, purchasing, warehousing, and fulfillment service for student device distribution; Set-up, configuration, and device provisioning; Shipment, maintenance, repair, reclamation and refurbishment for the life of the device; Software and virus protection for device, as needed
Student Technology Assistance Services	\$150 per student per year; Upfront fee of \$50 upon enrollment start date and \$10 billed monthly while student is enrolled, over a maximum of 10 months per year	Fee includes: Telephone, Live Chat, Web Form, Email access to Support Agents; Monitor help desk queues during support hours of 8:00 am – 8:00 pm EST/EDT; Multilingual English/Spanish support options; Support tickets will be addressed within the parameters of the SLA for that priority; Major incident management will assure effective communications of issue status and resolution; Coordination with secondary support teams (e.g. network operations, systems engineering) as required; Scheduled recurring onboarding webinars for new students to assist with school start; Management of self-help AMP support and resources website with access to online help documents and videos for parents/guardians/students
Enrollment Processing	\$100 per student; One time fee for continuous enrollment of a student, billed only for new students	Fee includes: Assisting parents/guardians of new students with the school enrollment process, including following up with lead inquiries to describe the school program offering and help families determine if the school is a good fit for their student; Collecting required compliancy documents for enrolling students;
Community Outreach, School Website	\$300 per student per year: Billed monthly at \$30 per month while student is enrolled, over a maximum of 10 months per year	Fee includes: Development of marketing plan and implementation to meet desired enrollment targets; Management of school public website development and maintenance; School branding across both digital and print assets; Conducting school satisfaction surveys with enrolled families to share with local school teams; Management of school social media pages, including providing real-time support and responses to parent inquiries; Assist in promoting school events; Support collateral, design, and copy needs for school
School Planning and Support Services	12% of Qualified Revenue, billed monthly based on revenue received	Fee includes: Human Resource Generalist Support, School Leadership Support and Development, Accreditation Support; Academic Programming Guidance and Support; External Reporting Support, State Testing Support, Staff Technology Support, Special Education Support, Gifted Program Support, Homeless and Migrant Services Support, School Counseling and Family Support Programming Guidance, 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 Management Support, Facility Support, Records Security and Management

NOTE: Many of the per student costs reflected above are quoted and budgeted at the high end of the best estimate for similar services offered in the industry. Costs are subject to change and negotiable after charter approval.

APPENDIX F4: ESP Description

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 following pages reflect the portfolio of ACCEL-managed partner schools including authorizer information, contact information, designation as an EMO or ESP, state report card links, academic performance ratings, compliance ratings, quality practice ratings, and financial audits for each school.](#)

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	Ashley Miles	330-247-6232	Ohio Council of Community Schools	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 Barnes	216-271-7747	St Aloysius Orphanage/Charter School Specialists	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	330-445-0498	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	64.3	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%	25%	48.4	45.9	F	D	F
Columbus Arts & Technology Academy	Ms. Antoinette Bass	614-577-0900	St Aloysius Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2004	2015	Columbus, OH	K-12	556	96%	8%	21%	81%	NC	1%	5%	76.8	76.2	D	F	NA
Columbus Bilingual Academy North	Dr. Stephen Fawcett	614-547-4500	Richland Academy	Marianne Cooper, Executive Director	614-522-8224	2014	2017	Columbus, OH	K-8	338	100%	14%	45%	6%	31%	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	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	St Aloysius Orphanage/Charter School Specialists	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	Ohio Department of Education- Office of School Sponsorship	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	North Central Ohio Educational Service Center	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	St Aloysius Orphanage/Charter School Specialists	Dave Cash, Jr. President	614-837-89454	2017	2017	Cleveland, OH	K-8	37	100%	9%	NC	91%	NC	NC	5%	50.7	53.8	F	F	NA
Foundation Academy	Ms. Satoria Kimani	419-920-9340	Ohio Council of Community Schools	Lenny Schaefer, Executive Director	419-720-5200	2007	2013	Warrensville, OH	K-8	430	100%	14%	NC	36%	43%	NC	17%	72.3	72.3	D	F	NA
Hope Academy - Northcoast	Dr. Martin Ngom	216-429-0232	St Aloysius 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. Nirole 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%	1%	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	St Aloysius 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	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	St Aloysius 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 Gilles-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%	61.2	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	513-321-7777	Ohio Council of Community Schools	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 Gloppe	614-986-0116	St Aloysius 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. Phillip 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 Calford-Fraser	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	330-746-3950	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	59.4	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	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	85%	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	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%	2%	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%	20%	41%	22%	25%	11%			ELA- 44% Math- 50%	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	5%	18%	10%			ELA- 39% Math- 39%	ELA- 73% Math- 27%	NA	
Inkster Preparatory Academy	Mr. Shawn Hurt	313-278-3825	Central Michigan University	Corey Northrop, Exec. Director	989-334-2100	2015	2018	Inkster, MI	K-6	180	89%	5%	NC	89%	2%	3%	6%			Meets- C		NA
Academy with Community Partners- Alternative HS	Mrs. Teofila Makiling-Angat	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%	NC	NC					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	Academic Growth	2018 Graduation
Ohio Distance & Electronic Learning Academy (OHDELA)	Raymond Lambert	419-253-8680	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	Gobles School District	Mr. Jeff Rehlander, Supt.	269-628-9390	2017	2020	Gobles, 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.

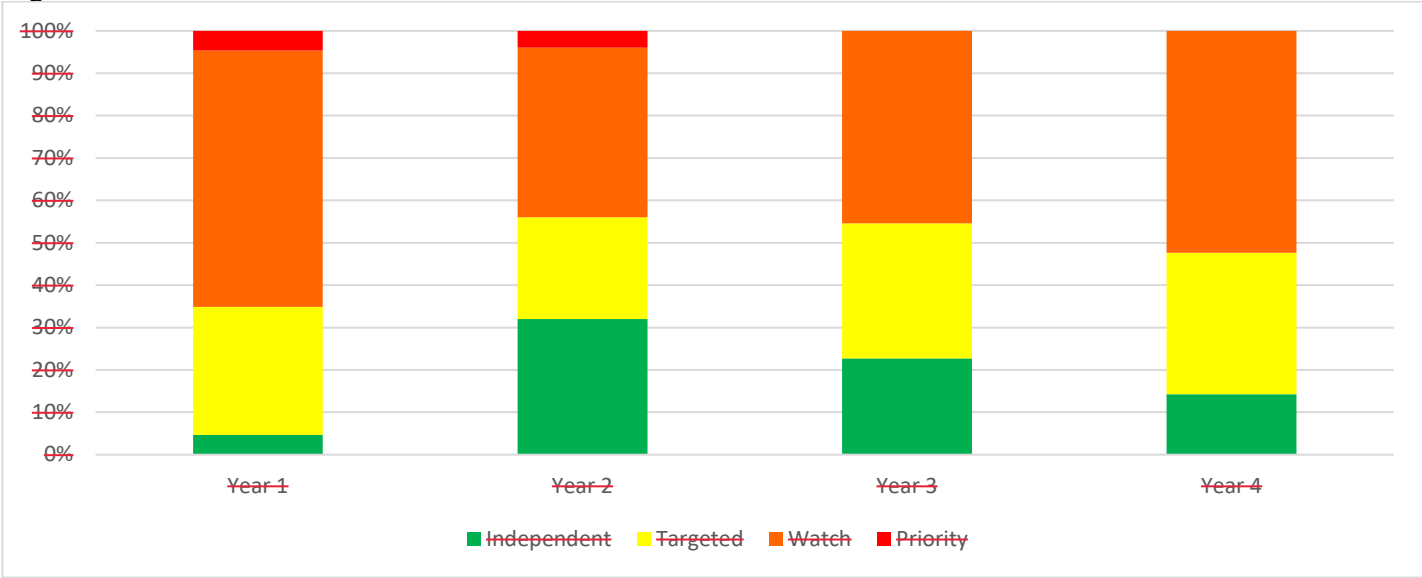
Using the Performance Index and Value Added data for the ACCEL schools, each school has been classified by its performance in each year. If a school received an F in either measure in the school year evaluated, it was classified as at least "Targeted". If a school received more than one F in either measure 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.

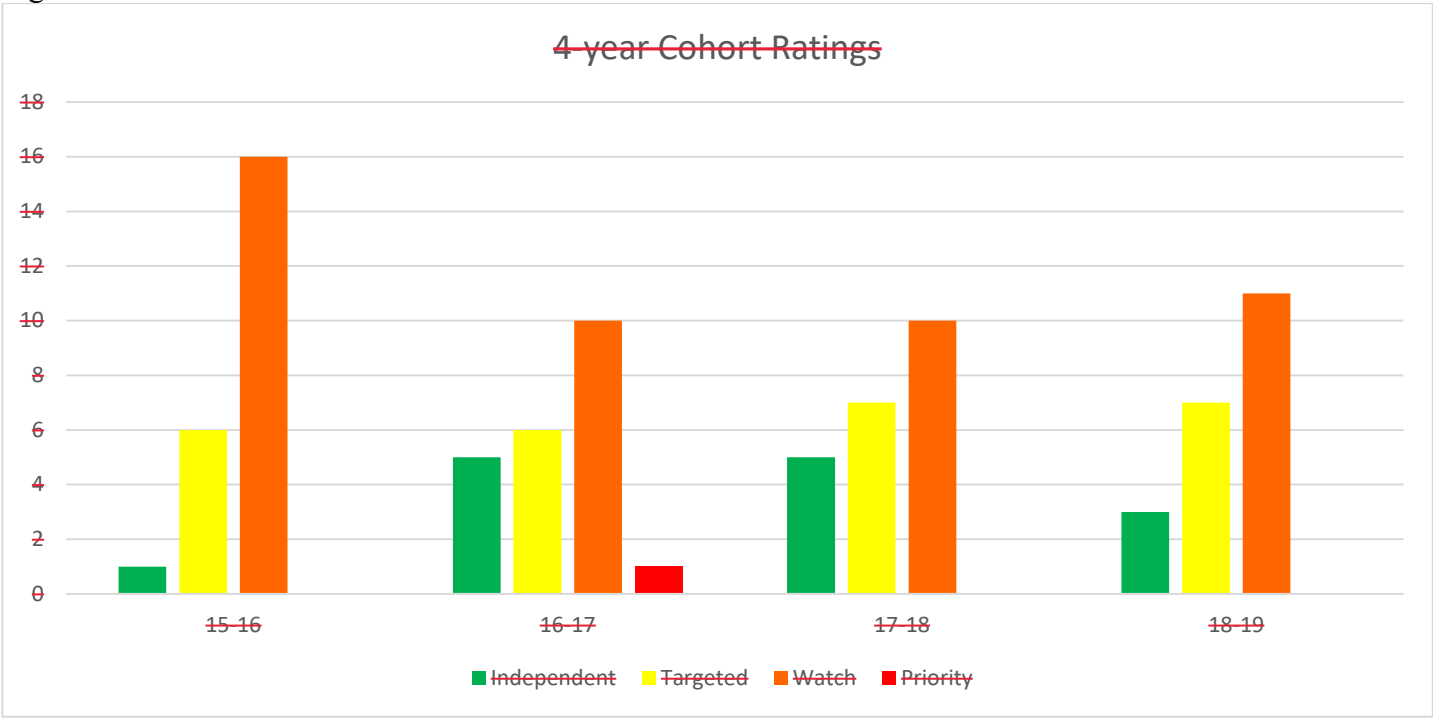


Figure 3.

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

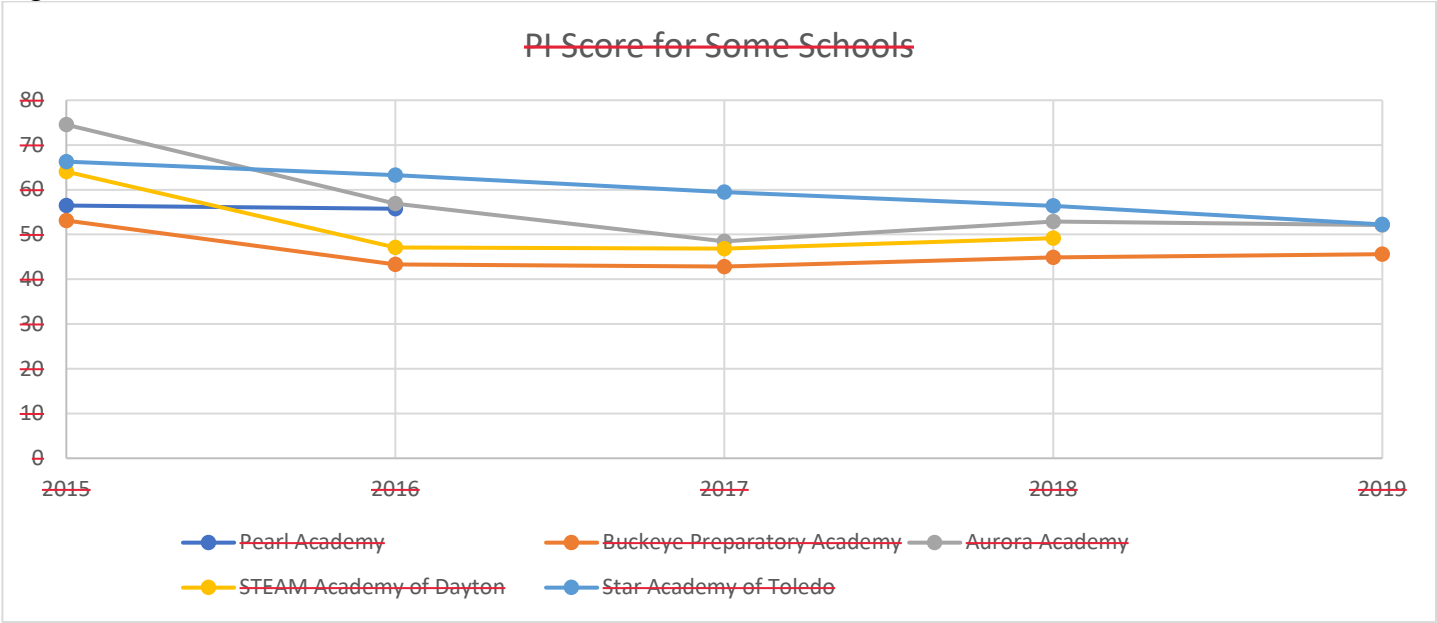
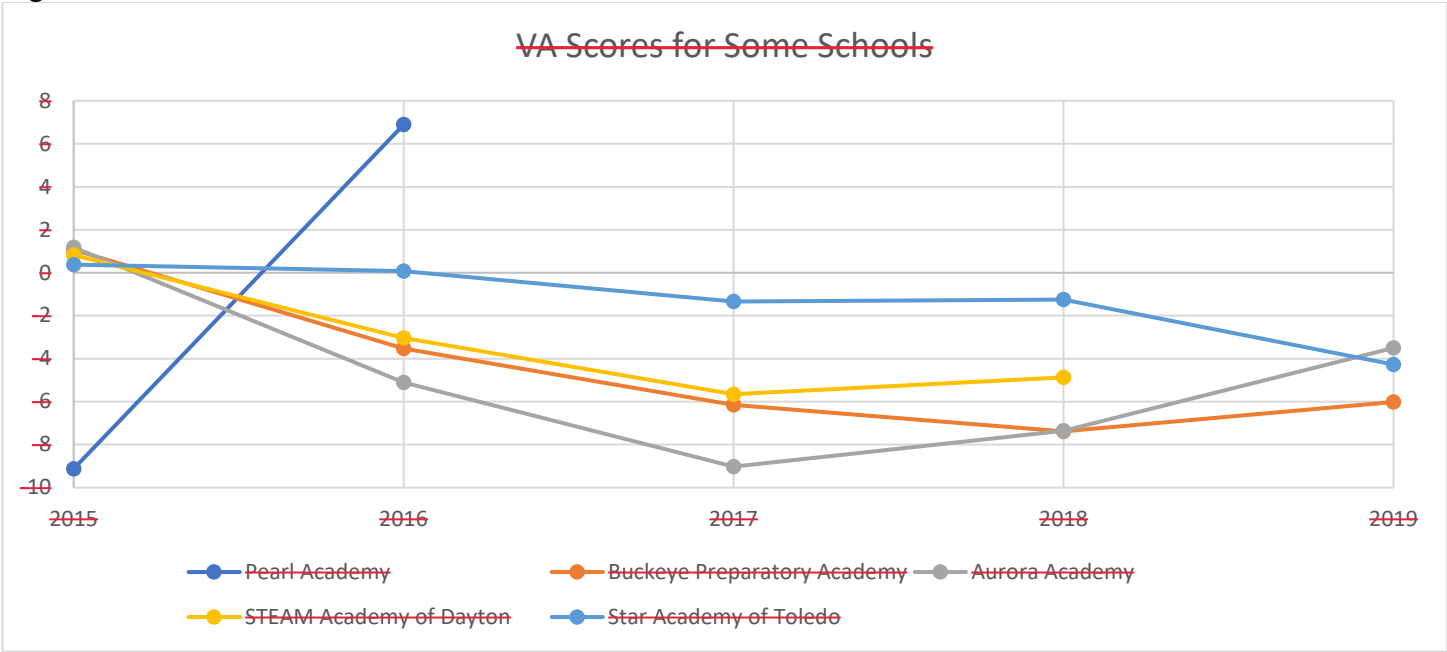


Figure 6



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

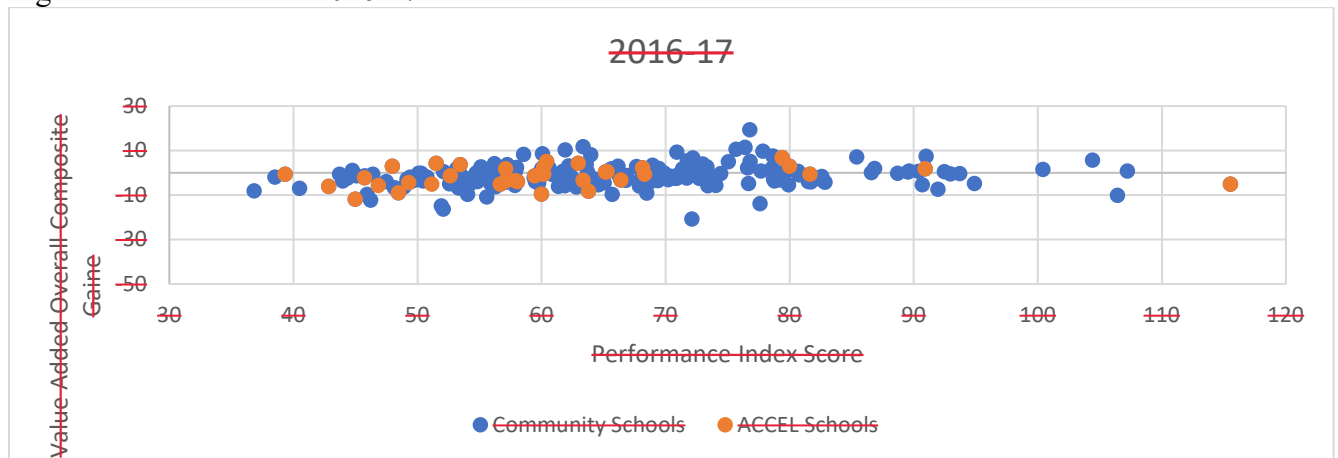


Figure 2. PI vs. VA for 2017-18

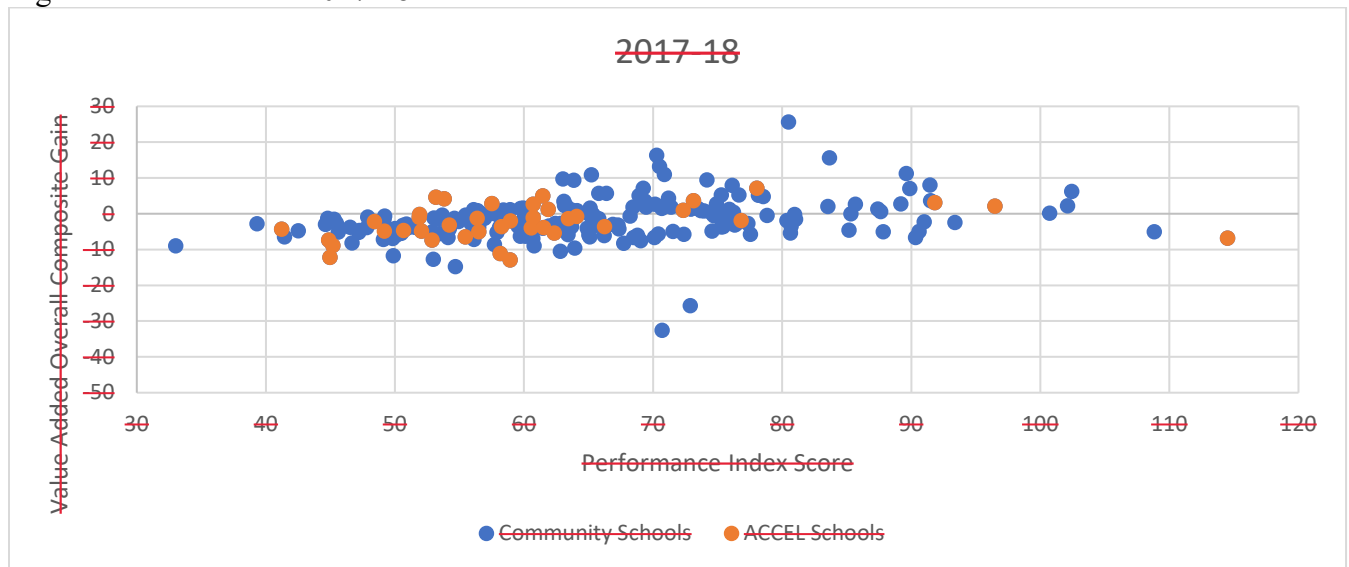


Figure 3. PI vs. VA for 2018-19

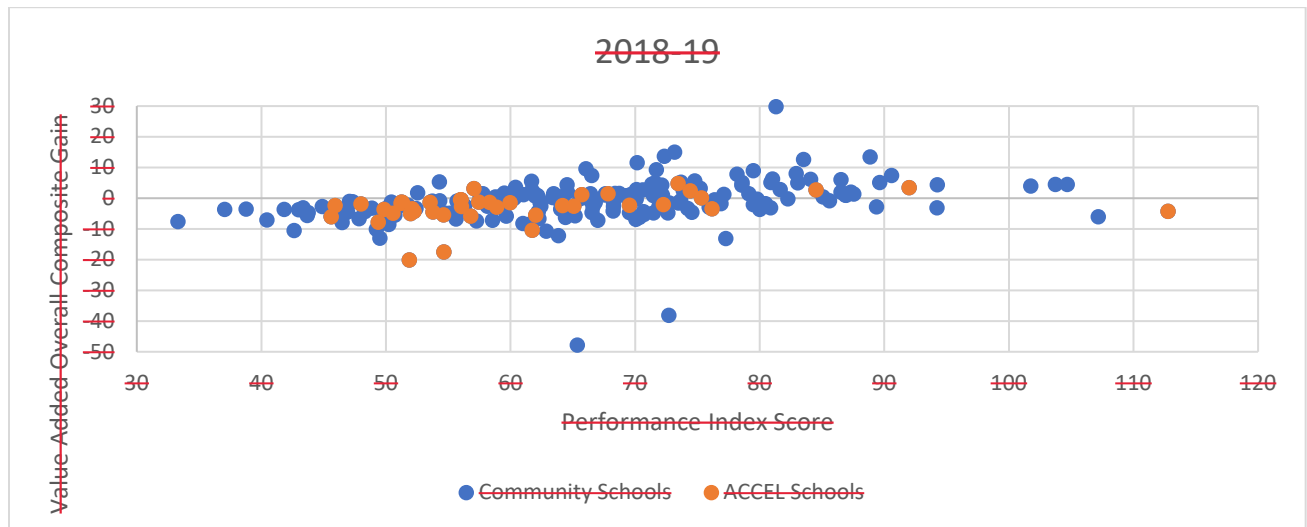
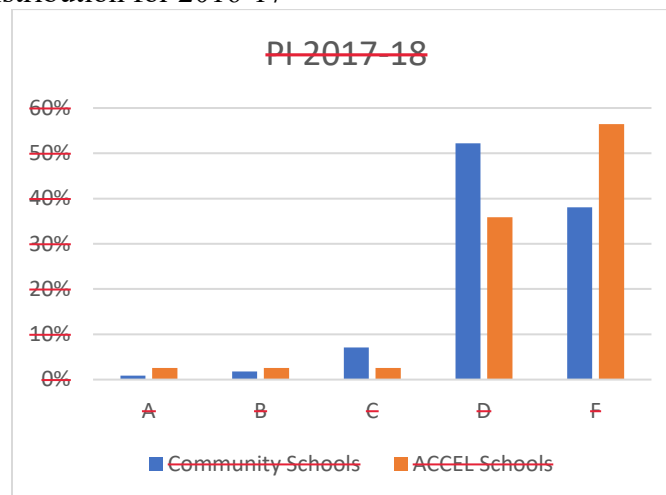
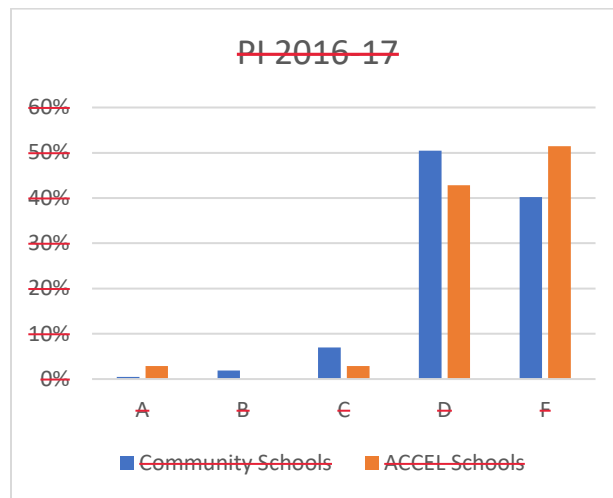


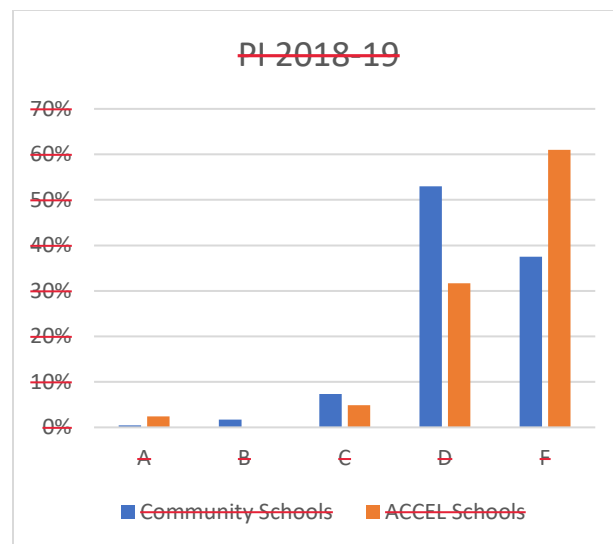
Figure 4. PI Grade Distribution for 2016-17



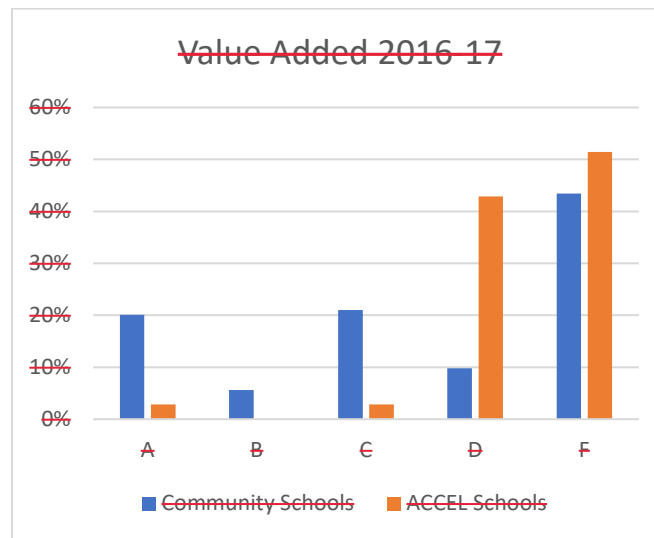
~~Figure 5. PI Grade Distribution for 2017-18~~



~~Figure 6. PI Grade Distribution for 2018-19~~



~~Figure 7. VA Grade Distribution for 2016-17~~



~~Figure 8. VA Grade Distribution for 2017-18~~

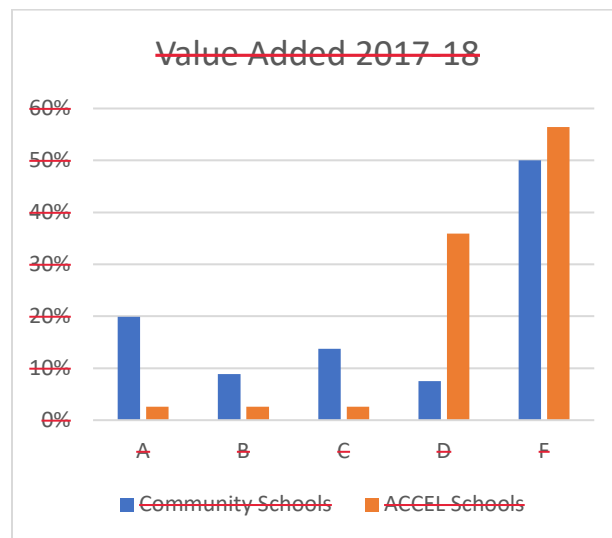


Figure 9. VA Grade Distribution for 2018-19

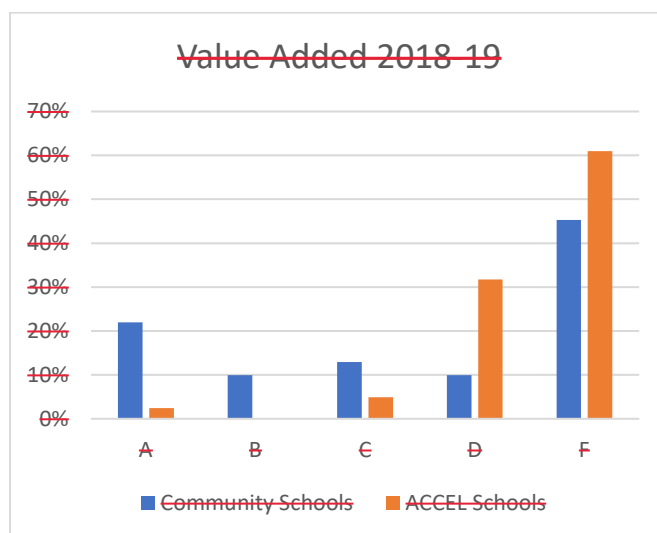
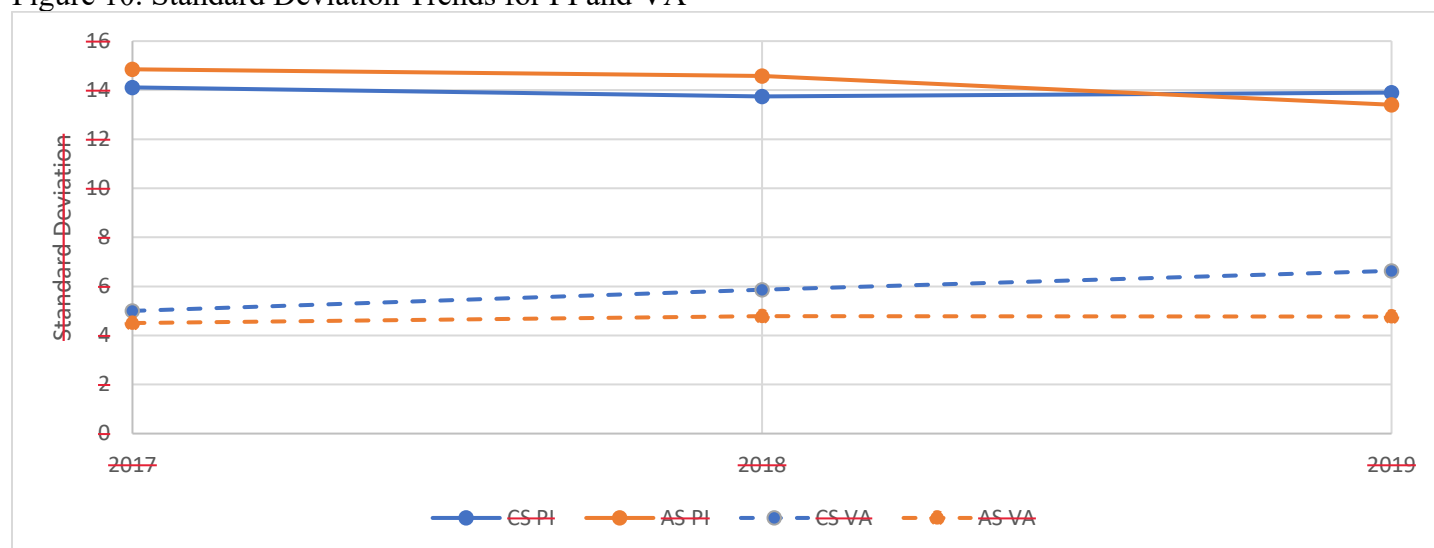


Figure 10. Standard Deviation Trends for PI and VA



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, efficiency, 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.

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.

Charter School Name	School Website	Year Opened	Year EMO Began Mgmt	City
Akron Preparatory School	akronprep.org	7/1/2018	7/1/2017	Akron
Banning Lewis Ranch Academy	blracademy.org	7/1/2006	7/1/2015	Colorado Springs
Broadway Academy	acabroadway.com	3/2/2011	7/1/2015	Cleveland
Canton College Preparatory School	cantoncollegeprep.org	7/1/2013	7/1/2017	Canton
Capital Collegiate Preparatory Academy	capcollprep.org	7/1/2019	7/1/2017	Columbus
Cleveland Arts and Social Sciences Academy	clevelandartsocsci.org	7/1/2005	7/1/2015	Cleveland
Cleveland College Preparatory School	clevelandcollegeprep.org	7/1/2010	7/1/2017	Cleveland
Cleveland Preparatory Academy	clevelandprepacademy.org	7/1/2012	7/1/2015	Cleveland
Columbus Arts & Technology Academy	columbusata.org	7/1/2005	7/1/2015	Columbus
Columbus Bilingual Academy-North	cbaschool.org	7/1/2010	7/1/2017	Columbus
Columbus Humanities Arts and Technology Academy	columbushumanitiesata.org	7/1/2004	7/1/2015	Columbus
Cornerstone Academy Community School	cornerstoneacad.org	7/1/2004	7/1/2015	Westerville
East Academy	acaeast.com	7/1/2013	7/1/2015	Cleveland
Eastland Preparatory Academy	eastlandprep.org	4/10/2013	7/1/2016	Columbus
Euclid Preparatory School	euclidprep.org	7/1/2017	7/1/2019	Euclid
Foundation Academy	foundationacad.org	7/1/2007	7/1/2015	Mansfield
Hope Academy Northcoast	acancoast.com	7/1/2002	7/1/2015	Cleveland
Hope Academy Northwest Campus	acanwest.com	7/1/2004	7/1/2015	Cleveland
Inkster Preparatory Academy	inksterprep.org	5/25/2016	5/25/2016	Inkster
Lake Erie College Preparatory School	lakeerieprep.org	7/1/2012	7/1/2017	Cleveland
Lincoln Park Academy	acalincolnp.com	7/1/2013	7/1/2015	Cleveland
Lorain Bilingual Preparatory Academy	lorainbilingual.org	7/1/2018	7/1/2018	Lorain
Lorain Preparatory Academy	lorainprep.org	7/1/2006	7/1/2015	Lorain
Marion Preparatory Academy	marionprep.org	7/1/2018	7/1/2018	Marion
Monroe Preparatory Academy	monroeprep.org	7/1/2005	7/1/2015	Lorain
Montgomery Preparatory Academy	montgomeryprep.org	7/1/2018	7/1/2018	Dayton
Mount Auburn Preparatory Academy	mtauburnprep.org	7/1/2018	7/1/2018	Cincinnati
North Columbus Preparatory Academy	ncpawarriors.org	7/1/2019	7/1/2019	Columbus
Northeast Ohio College Preparatory School	neocollegeprep.org	7/1/2010	7/1/2017	Cleveland
Ohio College Preparatory School	ohiocollegeprep.org	7/1/2013	7/1/2017	Maple Heights
Ohio Distance Electronic Learning Academy	ohdela.com	7/1/2003	7/1/2018	Akron

Parma Academy	parmaacademy.org	7/1/2019	7/1/2019	Parma
Riverside Academy	acariverside.com	7/1/1999	7/1/2015	Cincinnati
South Columbus Preparatory Academy at German Village	scpagermanvillage.org	7/1/2017	7/1/2017	Columbus
STEAM Academy of Warren	steamacademywarren.org	7/1/2011	7/1/2015	Warren
STEAM Academy of Warrensville Heights	steamwarrensville.org	7/1/2013	7/1/2015	Warrensville Heights
Toledo Preparatory Academy	toledoprepacademy.org	7/1/2020	7/1/2020	Toledo
University of Cleveland Preparatory School	uniclevelandprep.org	7/1/2011	7/1/2017	Cleveland
West Park Academy	acawestpark.com	7/1/2005	7/1/2015	Cleveland
Woodley Leadership Academy	woodleyacademy.org	7/1/2018	7/1/2018	Saginaw
Wright Preparatory Academy	wrightprep.org	7/1/2016	7/1/2017	Cincinnati
Youngstown Academy of Excellence	youngstownacademy.org	7/1/2005	7/1/2015	Youngstown
Case Preparatory Academy	caseprepacademy.org	7/1/2020	7/1/2020	Akron
Central Point Preparatory Academy	centralpointprep.org	7/1/2020	7/1/2020	Columbus
George V. Voinovich High School	gvhighschool.org	7/1/2010	7/1/2020	Cleveland
Michigan Online School	michiganonlineschool.com	1/1/2018	7/1/2020	Gobles
Northside Preparatory Academy	northsideprepacademy.org	7/1/2020	7/1/2020	Cincinnati
Southfield Preparatory Academy	socolumbusprep.org	7/1/2020	7/1/2020	Columbus
Virtual Preparatory Academy at Lucerne (virtual)	lucerne.virtualpreparatoryacademy.com	7/1/2020	7/1/2020	Lucerne Valley
Academy with Community Partners	acpathope.org	9/2/2003	8/1/2020	Tempe

State	Charter School Name	Contact Name	Contact Title	Contact Email
OH	Akron Preparatory School	Ashley D. Miles	Principal	amiles02@akronprep.org
CO	Banning Lewis Ranch Academy	Shannon Molnar	Principal	smolnar@blacademy.org
OH	Broadway Academy	Donna L. Baynes	Principal	dbaynes@acabroadway.com
OH	Canton College Preparatory School	Darryl M. Lindsay	Principal	dlindsay@cantoncollegeprep.org
OH	Capital Collegiate Preparatory Academy	Antwan Pratt	Principal	apratt1@capcollprep.org
OH	Cleveland Arts and Social Sciences Academy	Alvin C. McDaniel	Principal	amcdaniel@clevelandartsocsci.org
OH	Cleveland College Preparatory School	Antonio Gaines	Principal	againes@clevelandcollegeprep.org
OH	Cleveland Preparatory Academy	Robert Williams	Principal	rwilliams2@clevelandprepacademy.org
OH	Columbus Arts & Technology Academy	Antoinette M. Bates	Principal	abates@columbusata.org
OH	Columbus Bilingual Academy-North	Steve Fawcett	Principal	sfawcett@cbaschool.org
OH	Columbus Humanities Arts and Technology Academy	Erin E. Johnson	Principal	erjohnson1@COLUMBUSHUMANITIESATA.ORG
OH	Cornerstone Academy Community School	Luis E. Leon	Principal	LLeon@cornerstoneacad.org
OH	East Academy	Paul Cowan	Principal	pcowan@accelschools.com
OH	Eastland Preparatory Academy	Shannan J. Enoch	Principal	senoch@eastlandprep.org
OH	Euclid Preparatory School	Darlene D. Goss	Principal	dgoss@euclidprep.org
OH	Foundation Academy	Sandra A. Kimani Mithi	Principal	mkimani@foundationacad.org
OH	Hope Academy Northcoast	Martin R. Ngom	Principal	mngom@acancoast.com
OH	Hope Academy Northwest Campus	Nicole L. Dykstra	Principal	Ndykstra@acanwest.com
MI	Inkster Preparatory Academy	Shawn Hurt	Principal	shurt@inksterprep.org
OH	Lake Erie College Preparatory School	Denecia M. Dillard	Principal	ddillard@lakeerieprep.org
OH	Lincoln Park Academy	Alissa M. Clugh	Principal	AMClugh001@acalincolnp.com
OH	Lorain Bilingual Preparatory Academy	Raul Saez	Principal	rsaez@lorainbilingual.org
OH	Lorain Preparatory Academy	Megan J. Wilson	Principal	mewilson@lorainprep.org
OH	Marion Preparatory Academy	Jennifer R. Hutton	Principal	jhutton1@marionprep.org
OH	Monroe Preparatory Academy	Rachel A. Blackshire	Principal	RBlackshire@monroeprep.org
OH	Montgomery Preparatory Academy	Emory Wyckoff	Principal	ewyckoff@montgomeryprep.org
OH	Mount Auburn Preparatory Academy	William C. Horn	Principal	chorn@mtauburnprep.org
OH	North Columbus Preparatory Academy	Courtney C. Williams	Principal	cwilliams5@ncpawarriors.org
OH	Northeast Ohio College Preparatory School	VEDA L. GILES-WEEKS	Principal	vgiles-weeks@neocollegeprep.org
OH	Ohio College Preparatory School	Ashley D. Hall	Principal	ahallgreen@ohiocollegeprep.org
OH	Ohio Distance Electronic Learning Academy	Raymond Lambert	Principal	rlambert@delak12.com

OH	Parma Academy	Wendy J. Copen	Principal	wcopen@parmaacademy.org
OH	Riverside Academy	Elizabeth A. Lucas	Principal	elucas@acariverside.com
OH	South Columbus Preparatory Academy at German Village	JAROD M. Hawk	Principal	jhawk@accelschools.com
OH	STEAM Academy of Warren	Jonathan A. Natko	Principal	JNatko@steamacademywarren.org
OH	STEAM Academy of Warrensville Heights	Tamika Cleveland	Principal	tcleveland@accelschools.com
OH	Toledo Preparatory Academy	Amy S. Printy	Principal	aprinty@accelschools.com
OH	University of Cleveland Preparatory School	Phillip Penn	Principal	ppenn@uniclevelandprep.org
OH	West Park Academy	Michael F. Jaissle	Principal	mfjaissle001@acawestpark.com
MI	Woodley Leadership Academy	Pamela Farris	Principal	pfarris@accelschools.com
OH	Wright Preparatory Academy	Willie Banks	Principal	wxbanks001@accelschools.com
OH	Youngstown Academy of Excellence	Heather R. Knapp	Principal	HKnapp@youngstownacademy.org
OH	Case Preparatory Academy	Natalee Long	RVP	nmlong@accelschools.com
OH	Central Point Preparatory Academy	Chris Geisler	Principal	cgeisler@centralpointprep.org
OH	George V. Voinovich High School	Brian Hessey	Principal	bhessey@gvhighschool.org
MI	Michigan Online School	Stephanie Hargens	Principal	shargens@michiganonlineschool.com
OH	Northside Preparatory Academy	Yolanda Clark	Principal	yclark@northsideprepacademy.org
OH	Southfield Preparatory Academy	Jarod Hawk	Principal	jhawk@accelschools.com
CA	Virtual Preparatory Academy at Lucerne (virtual)	Michelle Romaine	Principal	mromaine@vpreplucerne.org
AZ	Academy with Community Partners	Gary Williamson	Principal	gwilliamson@acpathope.org

Charter School Name	Contact Phone	Affiliation	Charter Renewal Date
Akron Preparatory School	(330) 247-6232	Local board contracting with Accel Schools as an EMO	6/30/2023
Banning Lewis Ranch Academy	(719) 522-2900	Local board contracting with Accel Schools as an EMO	6/30/2037
Broadway Academy	(216) 271-7747	Local board contracting with Accel Schools as an EMO	6/30/2024
Canton College Preparatory School	(330) 455-0498	Local board contracting with Accel Schools as an EMO	6/30/2023
Capital Collegiate Preparatory Academy	(614) 300-3685	Local board contracting with Accel Schools as an EMO	6/30/2025
Cleveland Arts and Social Sciences Academy	(216) 229-3000	Local board contracting with Accel Schools as an EMO	6/30/2026
Cleveland College Preparatory School	(216) 341-1347	Local board contracting with Accel Schools as an EMO	6/30/2025
Cleveland Preparatory Academy	(216) 741-2991	Local board contracting with Accel Schools as an EMO	6/30/2022
Columbus Arts & Technology Academy	(614) 577-0900	Local board contracting with Accel Schools as an EMO	6/30/2023
Columbus Bilingual Academy-North	(614) 547-4500	Local board contracting with Accel Schools as an EMO	6/30/2022
Columbus Humanities Arts and Technology Academy	(614) 261-1200	Local board contracting with Accel Schools as an EMO	6/30/2023
Cornerstone Academy Community School	(614) 775-0615	Local board contracting with Accel Schools as an EMO	6/30/2022
East Academy	(216) 383-1214	Local board contracting with Accel Schools as an EMO	6/30/2022
Eastland Preparatory Academy	(614) 547-4493	Local board contracting with Accel Schools as an EMO	6/30/2023
Euclid Preparatory School	(216) 750-2070	Local board contracting with Accel Schools as an EMO	6/30/2023
Foundation Academy	(419) 526-9540	Local board contracting with Accel Schools as an EMO	6/30/2025
Hope Academy Northcoast	(216) 429-0232	Local board contracting with Accel Schools as an EMO	6/30/2024
Hope Academy Northwest Campus	(216) 226-6800	Local board contracting with Accel Schools as an EMO	6/30/2024
Inkster Preparatory Academy	(313) 203-0153	Local board contracting with Accel Schools as an EMO	6/30/2026
Lake Erie College Preparatory School	(216) 453-4556	Local board contracting with Accel Schools as an EMO	6/30/2022
Lincoln Park Academy	(216) 263-7008	Local board contracting with Accel Schools as an EMO	6/30/2023
Lorain Bilingual Preparatory Academy	(440) 434-6320	Local board contracting with Accel Schools as an EMO	6/30/2023
Lorain Preparatory Academy	(440) 282-3127	Local board contracting with Accel Schools as an EMO	6/30/2026
Marion Preparatory Academy	(740) 914-3050	Local board contracting with Accel Schools as an EMO	6/30/2024
Monroe Preparatory Academy	(567) 998-7552	Local board contracting with Accel Schools as an EMO	6/30/2023
Montgomery Preparatory Academy	(937) 991-2900	Local board contracting with Accel Schools as an EMO	6/30/2023
Mount Auburn Preparatory Academy	(513) 975-3391	Local board contracting with Accel Schools as an EMO	6/30/2024
North Columbus Preparatory Academy	(614) 745-8375	Local board contracting with Accel Schools as an EMO	6/30/2024
Northeast Ohio College Preparatory School	(216) 965-0580	Local board contracting with Accel Schools as an ESP	6/30/2025
Ohio College Preparatory School	(216) 453-4550	Local board contracting with Accel Schools as an ESP	6/30/2023
Ohio Distance Electronic Learning Academy	(866) 509-3099	Local board contracting with Accel Schools as an EMO	6/30/2022

Parma Academy	(216) 750-1205	Local board contracting with Accel Schools as an EMO	6/30/2025
Riverside Academy	(513) 921-7777	Local board contracting with Accel Schools as an EMO	6/30/2023
South Columbus Preparatory Academy at German Village	(614) 669-6301	Local board contracting with Accel Schools as an EMO	6/30/2023
STEAM Academy of Warren	(330) 394-3200	Local board contracting with Accel Schools as an EMO	6/30/2024
STEAM Academy of Warrensville Heights	(216) 595-2866	Local board contracting with Accel Schools as an EMO	6/30/2023
Toledo Preparatory Academy	(419) 574-0965	Local board contracting with Accel Schools as an EMO	6/30/2025
University of Cleveland Preparatory School	(216) 361-9720	Local board contracting with Accel Schools as an ESP	6/30/2026
West Park Academy	(216) 251-5450	Local board contracting with Accel Schools as an EMO	6/30/2023
Woodley Leadership Academy	(989) 717-4390	Local board contracting with Accel Schools as an EMO	6/30/2023
Wright Preparatory Academy	(234) 207-5455	Local board contracting with Accel Schools as an EMO	6/30/2026
Youngstown Academy of Excellence	(330) 746-3970	Local board contracting with Accel Schools as an EMO	6/30/2024
Case Preparatory Academy	(216) 583-5230 x7206	Local board contracting with Accel Schools as an EMO	6/30/2023
Central Point Preparatory Academy	(614) 669-6305	Local board contracting with Accel Schools as an EMO	6/30/2027
George V. Voinovich High School	(216) 273-3033	Local board contracting with Accel Schools as an EMO	6/30/2026
Michigan Online School	(269) 216-6972	Local board contracting with Accel Schools as an EMO	6/30/2022
Northside Preparatory Academy	(513) 276-4166	Local board contracting with Accel Schools as an EMO	6/30/2023
Southfield Preparatory Academy	(330) 605-6830	Local board contracting with Accel Schools as an EMO	6/30/2027
Virtual Preparatory Academy at Lucerne (virtual)	(888) 910-0404	Local board contracting with Accel Schools as an ESP	6/30/2023
Academy with Community Partners	(480) 833-0068	Local board contracting with Accel Schools as an EMO	6/30/2035

Charter School Name	School Board Chair/President	Contact Info
Akron Preparatory School	Brian Kenderes	216-453-4556
Banning Lewis Ranch Academy	Deann Barnett	719-570-0075
Broadway Academy	Gwendolyn Norfleet-Rodgers	216-750-1202
Canton College Preparatory School	Brian Kenderes	216-453-4556
Capital Collegiate Preparatory Academy	Leslie Eaves	614-300-3685
Cleveland Arts and Social Sciences Academy	Darlene Thaxton	216-229-3000
Cleveland College Preparatory School	Sonya Boyd	216-341-1347
Cleveland Preparatory Academy	Elliott Ross	216-741-2991
Columbus Arts & Technology Academy	Damian Giammarco	614-577-0900
Columbus Bilingual Academy-North	John Ramos	614-547-4500
Columbus Humanities Arts and Technology Academy	Patrick Cusick	614-775-0615
Cornerstone Academy Community School	Patrick Cusick	614-775-0615
East Academy	David Shepard	216-383-1214
Eastland Preparatory Academy	Phillip Dunn Von Blond	614-547-4493
Euclid Preparatory School	Brian Kenderes	216-453-4556
Foundation Academy	Col. Michael Howard	419-526-9540
Hope Academy Northcoast	Clifford King	216-429-0232
Hope Academy Northwest Campus	Robert Engels	216-226-6800
Inkster Preparatory Academy	Garnett Green	313-278-3825
Lake Erie College Preparatory School	Brian Kenderes	216-453-4556
Lincoln Park Academy	Kim Henry	216-263-7008
Lorain Bilingual Preparatory Academy	Awilda Veira	440-434-6320
Lorain Preparatory Academy	Suzanne Dills	567-998-7522
Marion Preparatory Academy	Steve Vanderhoff	740-914-3050
Monroe Preparatory Academy	Marcello Torres	567-998-7522
Montgomery Preparatory Academy	Shirley Wilkerson	937-991-2900
Mount Auburn Preparatory Academy	Matt Wahlert	513-541-2276
North Columbus Preparatory Academy	Scott Pullins	614.745.8375
Northeast Ohio College Preparatory School	Pam Albrecht	216-341-1347
Ohio College Preparatory School	Sonya Boyd	216-453-4556
Ohio Distance Electronic Learning Academy	Eric Fankhouser	

Parma Academy	Diane Faehnrich	216-750-1205
Riverside Academy	Durke Rorie	513-921-7777
South Columbus Preparatory Academy at German Village	Dedra Hurst	614-669-6301
STEAM Academy of Warren	Belinda Wilson	330-394-3200
STEAM Academy of Warrensville Heights	Darlene Thaxton	216-595-2866
Toledo Preparatory Academy	Charles Allen	419-574-0965
University of Cleveland Preparatory School	Sonya Boyd	216-341-1347
West Park Academy	David Shepard	216-251-5450
Woodley Leadership Academy	Carlos McMath	989-717-4390
Wright Preparatory Academy	Jim George	234-207-5455
Youngstown Academy of Excellence	Johnsene Compton	330-746-3970
Case Preparatory Academy	Mark Sanzotta	330-394-0485
Central Point Preparatory Academy	Steven Sharp	614-669-6305
George V. Voinovich High School	Sonya Boyd	888-843-0060
Michigan Online School	Ellen McGahey	
Northside Preparatory Academy	Matt Wahlert	513-541-2276
Southfield Preparatory Academy	Sean Heriod	614-669-6301
Virtual Preparatory Academy at Lucerne	Delores Collins	
Academy with Community Partners	Gary Williamson	480-833-0068

Charter School Name	State Report Card
Akron Preparatory School	Akron Prep 2018-19 Report Card
Banning Lewis Ranch Academy	Banning Lewis Ranch 2018-19 School Performance
Broadway Academy	Broadway Academy 2018-19 Report Card
Canton College Preparatory School	Canton College Prep 2018-19 Report Card
Capital Collegiate Preparatory Academy	https://reportcard.education.ohio.gov/school/overview/017537
Cleveland Arts and Social Sciences Academy	Cleveland Arts & Social Sciences Academy 2018-19 Report Card
Cleveland College Preparatory School	Cleveland College Prep School 2018-19 Report Card
Cleveland Preparatory Academy	https://reportcardstorage.education.ohio.gov/archives-2019/2019-013199.pdf
Columbus Arts & Technology Academy	Columbus Arts & Tech Academy 2018-19 Report Card
Columbus Bilingual Academy-North	Columbus Bilingual Academy North 2018-19 Report Card
Columbus Humanities Arts and Technology Academy	Columbus Humanities Arts & Tech Academy 2018-19 Report Card
Cornerstone Academy Community School	Cornerstone Academy 2018-19 Report Card
East Academy	East Academy 2018-19 Report Card
Eastland Preparatory Academy	https://reportcardstorage.education.ohio.gov/archives-2019/2019-014090.pdf
Euclid Preparatory School	Euclid Prep 2018-19 Report Card
Foundation Academy	Foundation Academy 2018-19 Report Card
Hope Academy Northcoast	https://reportcardstorage.education.ohio.gov/archives-2019/2019-000575.pdf
Hope Academy Northwest Campus	Hope Academy Northwest 2018-19 Report Card
Inkster Preparatory Academy	Inkster 2018-19 School Report Card
Lake Erie College Preparatory School	Lake Erie College Prep 2018-19 Report Card
Lincoln Park Academy	Lincoln Park Academy 2018-19 Report Card
Lorain Bilingual Preparatory Academy	https://reportcard.education.ohio.gov/school/overview/017270
Lorain Preparatory Academy	https://reportcardstorage.education.ohio.gov/archives-2019/2019-008000.pdf
Marion Preparatory Academy	https://reportcard.education.ohio.gov/school/overview/017585
Monroe Preparatory Academy	Monroe Prep 2018-19 Report Card
Montgomery Preparatory Academy	https://reportcard.education.ohio.gov/school/overview/017259
Mount Auburn Preparatory Academy	https://reportcard.education.ohio.gov/school/overview/017274
North Columbus Preparatory Academy	https://reportcard.education.ohio.gov/school/overview/017538
Northeast Ohio College Preparatory School	Northeast Ohio College Prep 2018-19 Report Card
Ohio College Preparatory School	Ohio College Prep 2018-19 Report Card
Ohio Distance Electronic Learning Academy	Ohio Distance Electronic Learning Academy 2018-19 Report Card

Parma Academy	https://reportcard.education.ohio.gov/school/overview/017535
Riverside Academy	Riverside Academy 2018-19 Report Card
South Columbus Preparatory Academy at German Village	South Columbus Prep Academy 2018-19 Report Card
STEAM Academy of Warren	STEAM Academy of Warren 2018-19 Report Card
STEAM Academy of Warrensville Heights	STEAM Academy of Warrensville Heights 2018-19 Report Card
Toledo Preparatory Academy	https://reportcard.education.ohio.gov/school/overview/017536
University of Cleveland Preparatory School	University of Cleveland Prep School 2018-19 Report Card
West Park Academy	West Park Academy 2018-19 Report Card
Woodley Leadership Academy	Woodley Leadership Academy 2018-19 Report Card
Wright Preparatory Academy	Wright Prep Academy 2018-19 Report Card
Youngstown Academy of Excellence	Youngstown Academy of Excellence 2018-19 Report Card
Case Preparatory Academy	n/a
Central Point Preparatory Academy	n/a
George V. Voinovich High School	n/a
Michigan Online School	Michigan Online School 2018-19 Report Card
Northside Preparatory Academy	n/a
Southfield Preparatory Academy	n/a
Virtual Preparatory Academy at Lucerne	
Academy with Community Partners	Academy with Community Partners Report Card

Charter School Name	Financial Audit
Akron Preparatory School	Akron Prep SY 2020 Audit
Banning Lewis Ranch Academy	Banning Lewis Ranch Acad SY 2020 Audit
Broadway Academy	Broadway Academy SY 2020 Audit
Canton College Preparatory School	Canton College Prep SY 2020 Audit
Capital Collegiate Preparatory Academy	Capital Collegiate Prep Acad SY 2020 Audit
Cleveland Arts and Social Sciences Academy	Cleveland Arts & Social Sciences Acad SY 2020 Audit
Cleveland College Preparatory School	Cleveland College Prep SY 2020 Audit
Cleveland Preparatory Academy	Cleveland Prep Academy SY 2020 Audit
Columbus Arts & Technology Academy	Columbus Arts & Tech Acad SY 2020 Audit
Columbus Bilingual Academy-North	Columbus Bilingual Acad SY 2020 Audit
Columbus Humanities Arts and Technology Academy	Columbus Humanities Arts & Tech Acad Y 2020 Audit
Cornerstone Academy Community School	Cornerstone Acad SY 2020 Audit
East Academy	East Prep Academy SY 2020 Audit
Eastland Preparatory Academy	Eastland Prep SY 2020 Audit
Euclid Preparatory School	Euclid Prep SY 2020 Audit
Foundation Academy	Foundation Acad SY 2020 Audit
Hope Academy Northcoast	Hope Academy Northcoast SY 2020 Audit
Hope Academy Northwest Campus	Hope Academy Northwest SY 2020 Audit
Inkster Preparatory Academy	Inkster Prep SY 2020 Audit
Lake Erie College Preparatory School	Lake Erie Prep SY 2020 Audit
Lincoln Park Academy	Lincoln Park Acad SY 2020 Audit
Lorain Bilingual Preparatory Academy	Lorain Bilingual Prep SY 2020 Audit
Lorain Preparatory Academy	Lorain Prep Acad SY 2020 Audit
Marion Preparatory Academy	Marion Prep SY 2020 Audit
Monroe Preparatory Academy	Monroe Prep SY 2020 Audit
Montgomery Preparatory Academy	Montgomery Prep SY 2020 Audit
Mount Auburn Preparatory Academy	Mount Auburn Prep SY 2020 Audit
North Columbus Preparatory Academy	North Columbus Prep SY 2020 Audit
Northeast Ohio College Preparatory School	Northeast Ohio College Prep SY 2020 Audit
Ohio College Preparatory School	Ohio College Prep SY 2020 Audit
Ohio Distance Electronic Learning Academy	OHDELA SY 2020 Audit

Parma Academy	Parma Academy SY 2020 Audit
Riverside Academy	Riverside Academy SY 2020 Audit
South Columbus Preparatory Academy at German Village	South Columbus Prep Acad SY 2020 Audit
STEAM Academy of Warren	STEAM Acad of Warren SY 2020 Audit
STEAM Academy of Warrensville Heights	STEAM Academy of Warrnesville Heights SY 2020 Audit
Toledo Preparatory Academy	Toledo Prep Acad SY 2020 Audit
University of Cleveland Preparatory School	University of Cleveland Prep SY 2020 Audit
West Park Academy	West Park Acad SY 2020 Audit
Woodley Leadership Academy	Woodley Prep SY 2020 Audit
Wright Preparatory Academy	Wright Prep Academy SY 2020 Audit
Youngstown Academy of Excellence	Youngstown Acad of Excellence SY 2020 Audit
Case Preparatory Academy	n/a
Central Point Preparatory Academy	n/a
George V. Voinovich High School	George Voinovich SY 2019 Audt
Michigan Online School	Michigan Online School SY 2020 Audit
Northside Preparatory Academy	n/a
Southfield Preparatory Academy	n/a
Virtual Preparatory Academy at Lucerne (virtual)	VPA Lucerne SY 2020 Audit
Academy with Community Partners	ACP SY 2020 Audit

Charter School Name	Authorizing Organization	Contact Name
Akron Preparatory School	Ohio Council of Community Schools	Lenny Schafer
Banning Lewis Ranch Academy	Falcon School District D-49	Andy Franko
Broadway Academy	St Aloysius Orphanage	Dave L. Cash Jr
Canton College Preparatory School	Ohio Council of Community Schools	Lenny Schafer
Capital Collegiate Preparatory Academy	St Aloysius Orphanage	Dave L. Cash Jr
Cleveland Arts and Social Sciences Academy	Ohio Council of Community Schools	Lenny Schafer
Cleveland College Preparatory School	Ohio Council of Community Schools	Lenny Schafer
Cleveland Preparatory Academy	Ohio Council of Community Schools	Lenny Schafer
Columbus Arts & Technology Academy	Ohio Council of Community Schools	Lenny Schafer
Columbus Bilingual Academy-North	Richland Academy of the Arts	Marianne Cooper
Columbus Humanities Arts and Technology Academy	Ohio Council of Community Schools	Lenny Schafer
Cornerstone Academy Community School	St Aloysius Orphanage	Dave L. Cash Jr
East Academy	St Aloysius Orphanage	Dave L. Cash Jr
Eastland Preparatory Academy	North Central Ohio ESC	Krista Gerhart
Euclid Preparatory School	St Aloysius Orphanage	Dave L. Cash Jr
Foundation Academy	Ohio Council of Community Schools	Lenny Schafer
Hope Academy Northcoast	St Aloysius Orphanage	Dave L. Cash Jr
Hope Academy Northwest Campus	Ohio Council of Community Schools	Lenny Schafer
Inkster Preparatory Academy	Central Michigan University	Corey Northrop
Lake Erie College Preparatory School	Ohio Council of Community Schools	Lenny Schafer
Lincoln Park Academy	Buckeye Community Hope Foundation	Peggy Young
Lorain Bilingual Preparatory Academy	Richland Academy of the Arts	Marianne Cooper
Lorain Preparatory Academy	St Aloysius Orphanage	Dave L. Cash Jr
Marion Preparatory Academy	North Central Ohio ESC	Krista Gerhart
Monroe Preparatory Academy	St Aloysius Orphanage	Dave L. Cash Jr
Montgomery Preparatory Academy	Ohio Council of Community Schools	Lenny Schafer
Mount Auburn Preparatory Academy	St Aloysius Orphanage	Dave L. Cash Jr
North Columbus Preparatory Academy	St Aloysius Orphanage	Dave L. Cash Jr
Northeast Ohio College Preparatory School	Ohio Council of Community Schools	Lenny Schafer
Ohio College Preparatory School	Ohio Council of Community Schools	Lenny Schafer
Ohio Distance Electronic Learning Academy	Ohio Council of Community Schools	Lenny Schafer

Parma Academy	St Aloysius Orphanage	Dave L. Cash Jr
Riverside Academy	Ohio Council of Community Schools	Lenny Schafer
South Columbus Preparatory Academy at German Village	St Aloysius Orphanage	Dave L. Cash Jr
STEAM Academy of Warren	St Aloysius Orphanage	Dave L. Cash Jr
STEAM Academy of Warrensville Heights	Ohio Council of Community Schools	Lenny Schafer
Toledo Preparatory Academy	St Aloysius Orphanage	Dave L. Cash Jr
University of Cleveland Preparatory School	Ohio Council of Community Schools	Lenny Schafer
West Park Academy	St Aloysius Orphanage	Dave L. Cash Jr
Woodley Leadership Academy	Eastern Michigan University	Dr. Malverne C. Winborne
Wright Preparatory Academy	St Aloysius Orphanage	Dave L. Cash Jr
Youngstown Academy of Excellence	St Aloysius Orphanage	Dave L. Cash Jr
Case Preparatory Academy	Richland Academy of the Arts	Marianne Cooper
Central Point Preparatory Academy	St Aloysius Orphanage	Dave L. Cash Jr
George V. Voinovich High School	Educational Resource Consultants of Ohio (ERCO)	J. Leonard Harding
Michigan Online School	Gobles Public Schools	Jeffery Rehlander
Northside Preparatory Academy	Richland Academy of the Arts	Marianne Cooper
Southfield Preparatory Academy	St Aloysius Orphanage	Dave L. Cash Jr
Virtual Preparatory Academy at Lucerne	Lucerne Valley Unified School District	Peter Livingston
Academy with Community Partners	Arizona State Board of Charter Schools	Shannon Black

Charter School Name	Contact Title	Contact Email
Akron Preparatory School	Executive Director	lenny@ohioschools.org
Banning Lewis Ranch Academy	Director	afranko@d49.org
Broadway Academy	President	dcash@charterschoolspec.com
Canton College Preparatory School	Executive Director	lenny@ohioschools.org
Capital Collegiate Preparatory Academy	President	dcash@charterschoolspec.com
Cleveland Arts and Social Sciences Academy	Executive Director	lenny@ohioschools.org
Cleveland College Preparatory School	Executive Director	lenny@ohioschools.org
Cleveland Preparatory Academy	Executive Director	lenny@ohioschools.org
Columbus Arts & Technology Academy	Executive Director	lenny@ohioschools.org
Columbus Bilingual Academy-North	Director	mcooper@richlandacademy.com
Columbus Humanities Arts and Technology Academy	Executive Director	lenny@ohioschools.org
Cornerstone Academy Community School	President	dcash@charterschoolspec.com
East Academy	President	dcash@charterschoolspec.com
Eastland Preparatory Academy	Director	kgerhart@ncoesc.org
Euclid Preparatory School	President	dcash@charterschoolspec.com
Foundation Academy	Executive Director	lenny@ohioschools.org
Hope Academy Northcoast	President	dcash@charterschoolspec.com
Hope Academy Northwest Campus	Executive Director	lenny@ohioschools.org
Inkster Preparatory Academy	Executive Director	info@TheCenterForCharters.org
Lake Erie College Preparatory School	Executive Director	lenny@ohioschools.org
Lincoln Park Academy	Director	pyoung@buckeyehope.org
Lorain Bilingual Preparatory Academy	Director	mcooper@richlandacademy.com
Lorain Preparatory Academy	President	dcash@charterschoolspec.com
Marion Preparatory Academy	Director	kgerhart@ncoesc.org
Monroe Preparatory Academy	President	dcash@charterschoolspec.com
Montgomery Preparatory Academy	Executive Director	lenny@ohioschools.org
Mount Auburn Preparatory Academy	President	dcash@charterschoolspec.com
North Columbus Preparatory Academy	President	dcash@charterschoolspec.com
Northeast Ohio College Preparatory School	Executive Director	lenny@ohioschools.org
Ohio College Preparatory School	Executive Director	lenny@ohioschools.org
Ohio Distance Electronic Learning Academy	Executive Director	lenny@ohioschools.org

Parma Academy	President	dcash@charterschoolspec.com
Riverside Academy	Executive Director	lenny@ohioschools.org
South Columbus Preparatory Academy at German Village	President	dcash@charterschoolspec.com
STEAM Academy of Warren	President	dcash@charterschoolspec.com
STEAM Academy of Warrensville Heights	Executive Director	lenny@ohioschools.org
Toledo Preparatory Academy	President	dcash@charterschoolspec.com
University of Cleveland Preparatory School	Executive Director	lenny@ohioschools.org
West Park Academy	President	dcash@charterschoolspec.com
Woodley Leadership Academy	Director	charter_schools@emich.edu
Wright Preparatory Academy	President	dcash@charterschoolspec.com
Youngstown Academy of Excellence	President	dcash@charterschoolspec.com
Case Preparatory Academy	Director	mcooper@richlandacademy.com
Central Point Preparatory Academy	President	dcash@charterschoolspec.com
George V. Voinovich High School	Executive Director	admin@ercoinc.org
Michigan Online School	Superintendent	jrehlander@gobles.org
Northside Preparatory Academy	Director	mcooper@richlandacademy.com
Southfield Preparatory Academy	President	dcash@charterschoolspec.com
Virtual Preparatory Academy at Lucerne	Superintendent	peter_livingston@lucernevalleyusd.org
Academy with Community Partners	Education Program Manager	Charterschoolboard@asbcs.az.gov

Charter School Name	Contact Phone	Overall Rating	Overall Points	Academic Performance Rating	Academic Performance Points
Akron Preparatory School	(419) 720-5200	Effective	9	D	1
Banning Lewis Ranch Academy	(719) 495-1100				
Broadway Academy	(614) 837-8945	Exemplary	10	C	2
Canton College Preparatory School	(419) 720-5200	Effective	9	D	1
Capital Collegiate Preparatory Academy	(614) 837-8945	Exemplary	10	C	2
Cleveland Arts and Social Sciences Academy	(419) 720-5200	Effective	9	D	1
Cleveland College Preparatory School	(419) 720-5200	Effective	9	D	1
Cleveland Preparatory Academy	(419) 720-5200	Effective	9	D	1
Columbus Arts & Technology Academy	(419) 720-5200	Effective	9	D	1
Columbus Bilingual Academy-North	(419) 522-8224	Effective	9	C	2
Columbus Humanities Arts and Technology Academy	(419) 720-5200	Effective	9	D	1
Cornerstone Academy Community School	(614) 837-8945	Exemplary	10	C	2
East Academy	(614) 837-8945	Exemplary	10	C	2
Eastland Preparatory Academy	(419) 569-2182	Effective	8	C	2
Euclid Preparatory School	(614) 837-8945	Exemplary	10	C	2
Foundation Academy	(419) 720-5200	Effective	9	D	1
Hope Academy Northcoast	(614) 837-8945	Exemplary	10	C	2
Hope Academy Northwest Campus	(419) 720-5200	Effective	9	D	1
Inkster Preparatory Academy	(989) 774-2100				
Lake Erie College Preparatory School	(419) 720-5200	Effective	9	D	1
Lincoln Park Academy	(614) 942-2003	Exemplary	10	C	2
Lorain Bilingual Preparatory Academy	(419) 522-8224	Effective	9	C	2
Lorain Preparatory Academy	(614) 837-8945	Exemplary	10	C	2
Marion Preparatory Academy	(419) 569-2182	Effective	8	C	2
Monroe Preparatory Academy	(614) 837-8945	Exemplary	10	C	2
Montgomery Preparatory Academy	(419) 720-5200	Effective	9	D	1
Mount Auburn Preparatory Academy	(614) 837-8945	Exemplary	10	C	2
North Columbus Preparatory Academy	(614) 837-8945	Exemplary	10	C	2
Northeast Ohio College Preparatory School	(419) 720-5200	Effective	9	D	1
Ohio College Preparatory School	(419) 720-5200	Effective	9	D	1
Ohio Distance Electronic Learning Academy	(419) 720-5200	Effective	9	D	1

Parma Academy	(614) 837-8945	Exemplary	10	C	2
Riverside Academy	(419) 720-5200	Effective	9	D	1
South Columbus Preparatory Academy at German Village	(614) 837-8945	Exemplary	10	C	2
STEAM Academy of Warren	(614) 837-8945	Exemplary	10	C	2
STEAM Academy of Warrensville Heights	(419) 720-5200	Effective	9	D	1
Toledo Preparatory Academy	(614) 837-8945	Exemplary	10	C	2
University of Cleveland Preparatory School	(419) 720-5200	Effective	9	D	1
West Park Academy	(614) 837-8945	Exemplary	10	C	2
Woodley Leadership Academy	(734) 487-2086				
Wright Preparatory Academy	(614) 837-8945	Exemplary	10	C	2
Youngstown Academy of Excellence	(614) 837-8945	Exemplary	10	C	2
Case Preparatory Academy	(419) 522-8224	Effective	9	C	2
Central Point Preparatory Academy	(614) 837-8945	Exemplary	10	C	2
George V. Voinovich High School	(513) 771-4006	Ineffective	5	D	1
Michigan Online School	(269) 628-9390				
Northside Preparatory Academy	(419) 522-8224	Effective	9	C	2
Southfield Preparatory Academy	(614) 837-8945	Exemplary	10	C	2
Virtual Preparatory Academy at Lucerne	(760) 248-6108				
Academy with Community Partners	(602) 364-3080				

Charter School Name	Compliance Rating	Compliance Points	Quality Practices Rating	Quality Practice Points
Akron Preparatory School	Exceeds Expectations	4	Exceeds Standards	4
Rating not required by state				
Broadway Academy	Exceeds Expectations	4	Exceeds Standards	4
Canton College Preparatory School	Exceeds Expectations	4	Exceeds Standards	4
Capital Collegiate Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
Cleveland Arts and Social Sciences Academy	Exceeds Expectations	4	Exceeds Standards	4
Cleveland College Preparatory School	Exceeds Expectations	4	Exceeds Standards	4
Cleveland Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
Columbus Arts & Technology Academy	Exceeds Expectations	4	Exceeds Standards	4
Columbus Bilingual Academy-North	Exceeds Expectations	4	Meets Standards	3
Columbus Humanities Arts and Technology Academy	Exceeds Expectations	4	Exceeds Standards	4
Cornerstone Academy Community School	Exceeds Expectations	4	Exceeds Standards	4
East Academy	Exceeds Expectations	4	Exceeds Standards	4
Eastland Preparatory Academy	Meets Expectations	3	Meets Standards	3
Euclid Preparatory School	Exceeds Expectations	4	Exceeds Standards	4
Foundation Academy	Exceeds Expectations	4	Exceeds Standards	4
Hope Academy Northcoast	Exceeds Expectations	4	Exceeds Standards	4
Hope Academy Northwest Campus	Exceeds Expectations	4	Exceeds Standards	4
Rating not required by state				
Lake Erie College Preparatory School	Exceeds Expectations	4	Exceeds Standards	4
Lincoln Park Academy	Exceeds Expectations	4	Exceeds Standards	4
Lorain Bilingual Preparatory Academy	Exceeds Expectations	4	Meets Standards	3
Lorain Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
Marion Preparatory Academy	Meets Expectations	3	Meets Standards	3
Monroe Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
Montgomery Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
Mount Auburn Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
North Columbus Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
Northeast Ohio College Preparatory School	Exceeds Expectations	4	Exceeds Standards	4
Ohio College Preparatory School	Exceeds Expectations	4	Exceeds Standards	4
Ohio Distance Electronic Learning Academy	Exceeds Expectations	4	Exceeds Standards	4

Parma Academy	Exceeds Expectations	4	Exceeds Standards	4
Riverside Academy	Exceeds Expectations	4	Exceeds Standards	4
South Columbus Preparatory Academy at German Village	Exceeds Expectations	4	Exceeds Standards	4
STEAM Academy of Warren	Exceeds Expectations	4	Exceeds Standards	4
STEAM Academy of Warrensville Heights	Exceeds Expectations	4	Exceeds Standards	4
Toledo Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
University of Cleveland Preparatory School	Exceeds Expectations	4	Exceeds Standards	4
West Park Academy	Exceeds Expectations	4	Exceeds Standards	4
Rating not required by state				
Wright Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
Youngstown Academy of Excellence	Exceeds Expectations	4	Exceeds Standards	4
Case Preparatory Academy	Exceeds Expectations	4	Meets Standards	3
Central Point Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
George V. Voinovich High School	Meets Expectations	3	Below Standards	1
Rating not required by state				
Northside Preparatory Academy	Exceeds Expectations	4	Meets Standards	3
Southfield Preparatory Academy	Exceeds Expectations	4	Exceeds Standards	4
Rating not required by state				
Rating not required by state				

Charter School Name	Link to Source
Akron Preparatory School	Ohio Sponsor Ratings
Broadway Academy	Ohio Sponsor Ratings
Canton College Preparatory School	Ohio Sponsor Ratings
Capital Collegiate Preparatory Academy	Ohio Sponsor Ratings
Cleveland Arts and Social Sciences Academy	Ohio Sponsor Ratings
Cleveland College Preparatory School	Ohio Sponsor Ratings
Cleveland Preparatory Academy	Ohio Sponsor Ratings
Columbus Arts & Technology Academy	Ohio Sponsor Ratings
Columbus Bilingual Academy-North	Ohio Sponsor Ratings
Columbus Humanities Arts and Technology Academy	Ohio Sponsor Ratings
Cornerstone Academy Community School	Ohio Sponsor Ratings
East Academy	Ohio Sponsor Ratings
Eastland Preparatory Academy	Ohio Sponsor Ratings
Euclid Preparatory School	Ohio Sponsor Ratings
Foundation Academy	Ohio Sponsor Ratings
Hope Academy Northcoast	Ohio Sponsor Ratings
Hope Academy Northwest Campus	Ohio Sponsor Ratings
Lake Erie College Preparatory School	Ohio Sponsor Ratings
Lincoln Park Academy	Ohio Sponsor Ratings
Lorain Bilingual Preparatory Academy	Ohio Sponsor Ratings
Lorain Preparatory Academy	Ohio Sponsor Ratings
Marion Preparatory Academy	Ohio Sponsor Ratings
Monroe Preparatory Academy	Ohio Sponsor Ratings
Montgomery Preparatory Academy	Ohio Sponsor Ratings
Mount Auburn Preparatory Academy	Ohio Sponsor Ratings
North Columbus Preparatory Academy	Ohio Sponsor Ratings
Northeast Ohio College Preparatory School	Ohio Sponsor Ratings
Ohio College Preparatory School	Ohio Sponsor Ratings
Ohio Distance Electronic Learning Academy	Ohio Sponsor Ratings

Parma Academy	Ohio Sponsor Ratings
Riverside Academy	Ohio Sponsor Ratings
South Columbus Preparatory Academy at German Village	Ohio Sponsor Ratings
STEAM Academy of Warren	Ohio Sponsor Ratings
STEAM Academy of Warrensville Heights	Ohio Sponsor Ratings
Toledo Preparatory Academy	Ohio Sponsor Ratings
University of Cleveland Preparatory School	Ohio Sponsor Ratings
West Park Academy	Ohio Sponsor Ratings
Wright Preparatory Academy	Ohio Sponsor Ratings
Youngstown Academy of Excellence	Ohio Sponsor Ratings
Case Preparatory Academy	Ohio Sponsor Ratings
Central Point Preparatory Academy	Ohio Sponsor Ratings
George V. Voinovich High School	Ohio Sponsor Ratings
Northside Preparatory Academy	Ohio Sponsor Ratings
Southfield Preparatory Academy	Ohio Sponsor Ratings

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.

Appendix F4.1

ESP Documentation:

Letters of Support



MADISON-GRANT UNITED SCHOOL CORPORATION

Inspire, challenge, and cultivate excellence in every Argyll.

March 1, 2022

RE: Accel Online

To Whom it May Concern:

I am writing on behalf of ACCEL Online to share with you our experience in opening the first virtual academy in partnership with ACCEL in the state of Indiana. As the Madison-Grant United School Corporation Board President, I had a front row seat as we began the process of transition in this partnership. As we vetted the team, we found them to be highly knowledgeable, work well together, and meet our needs as opposed to us changing to fit their mold. This was true in reporting, access to the administration, as well as platforms for parents, etc. We are very pleased with our experience as we move forward with ACCEL Online.

My first concern was transparency and ease of operations to meet our needs. We did not want a cookie cutter program and needed to meet not only our state requirements for reporting and curriculum, but we also needed to match our in person learning with virtual instruction. We wanted any virtual program to have the same feel as our community, which means maintaining smaller classroom sizes, even virtually. ACCEL was able to make this happen. They also were able to adapt to our platforms, build reports to adapt to all of our needs, and ensure easy tracking by parents through the same platforms used by our school system. They were able to answer all of our questions, and when we vetted with parents and teachers we found they were able to meet all of our needs. ACCEL was able to partner with us to meet all of the needs of our students, whether they were individualized needs for Special Education or reporting needed to easily access information, ACCEL was able to deliver.

As a board, it was important to us to ensure we were working with an organization with integrity and excellence. ACCEL was able to show us through transparency with access to their team that they could deliver on all counts. We are pleased to recommend ACCEL Online as a great partner in bring a virtual academy to our school corporation.

Sincerely,

Mary Jo Brunt
Madison-Grant United School Corporation
Board President



Michigan Online School 209 S. State Street PO Box 408 Gobles, MI 49055
Phone: 269-216-6972 FAX: 269-430-3985

Tuesday, February 15, 2022

To Whom It May Concern,

My name is Stephanie Hargens, and I am the Superintendent of Michigan Online School (MOS), a statewide virtual charter school serving grades 6-12 in the state of Michigan.

I am writing this letter in recommendation of ACCEL Online as a potential partner in your state for online services. I have worked with ACCEL leadership and its supporting shared services teams over the last two years as they were chosen as our virtual school provider for Michigan Online School in the Spring of 2020.

I joined Michigan Online School in April 2019 and discovered a school that was struggling academically and operationally. Since our agreement with ACCEL in 2020, we have hired all highly qualified Michigan teachers and staff, instituted a new curriculum and assessment system that puts our school in a position to support every student. The curriculum is aligned to Michigan standards and is adaptable and accessible for each student's abilities or disabilities. Our Michigan Online School team has the instructional, technological, and operational tools to support a growing and successful organization. The support we receive from Accel is second to none. Our school's future is bright due to the partnership with ACCEL. In fact, we are currently in the process of a 5-year charter renewal with our authorizer and we will be adding a primary offering (grades K-5) beginning in the fall of 2022.

I would be happy to discuss my experience with ACCEL further as I highly recommend their support and services. You may reach me via the following:

Direct: 269-888-2073

Mobile: 317-376-3673

E: shargens@michiganonlineschool.com

Best Regards,

Stephanie Hargens, Superintendent, Michigan Online School



MADISON-GRANT UNITED SCHOOL CORPORATION

Scott Deetz, Ph. D., Superintendent

Ben Mann, CFO

Steve Vore, Assistant Superintendent

Kristy Drewitz, Transportation

Teresa Riggs, Payroll

Allison Holloway, HR/Benefits

Kim Hiatt, Corp. Secretary

Inspire, challenge, and cultivate excellence in every Argyll.

March 1, 2022

RE: Accel Online

To Whom it May Concern:

It is my pleasure to write this letter of recommendation on behalf of Accel Online. As a partner who has built three virtual preparatory academies with Accel, my experiences will be helpful to your search. Over the past twelve months, from negotiations to implementation, I have found the organization and their personnel, at all levels, to be focused on the highest quality experience for their students and families. Their business model lends itself to full transparency with their partners while working to adjust to each school community's needs.

Initially we chose Accel based on their student and family learning environment, as the assessment system, curriculum, supplemental resources, and mix of synchronous and asynchronous instruction on a daily/weekly basis has the ability to meet the needs of each Indiana student. As our partnership deepened through the implementation, I've been thoroughly impressed (and thankful) by the organization and operations within Accel. Each state has their idiosyncrasies that makes their educational system unique and with Accel's experience, they knew they needed to embed themselves within our state's department of education and with us. Whether it was a Dyslexia mandate, a funding timeline, or an accounting practice, Accel never shied away. They immediately 'dig in' on an issue to make sure they fully understand, then adjust resources, or even add resources, so they offer up the strongest operational foundation possible. As promised, we, as a partner, have full access to all student data to ensure enrollment, student engagement, and academic expectations are being met. In a nutshell, the experience has been everything we expected, and then some.

I can say with confidence that the students and families of Indiana who desire their educational services to be delivered virtually, Accel offers and implements the highest level of programming I've ever witnessed. We are proud to be their partner.

Thank you,

Dr. Scott A. Deetz



May 24, 2022

VIA APPLICATION SUBMISSION

Jenn Thompson, Director
Idaho Public Charter School Commission

Re: Role of Accel Online West LLC

Dear Ms. Thompson:

Accel Online West LLC ("Accel") does not intend to operate Virtual Preparatory Academy of Idaho ("VPA of Idaho") and will not do so. Rather, Accel will provide management support services for the school, as permitted under Idaho Code Ann. § 33-5202A, when the VPA of Idaho board of directors (the "Board") selects Accel as the ESP. Services will be provided subject to the Board's control and consistent with the Board's objective of providing the students and families of Idaho with the ability to choose an innovative and effective instructional model of modern education. At all times, Accel shall take direction from and report to the Board, and the Board shall oversee, monitor, and evaluate Accel's performance of management support services.

Very truly yours,

DocuSigned by:

Ronald Packard

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Ronald J. Packard
CEO

Appendix F5

ESP Documentation:

Recently executed service agreements

MANAGEMENT AGREEMENT

This Management Agreement (this “**Agreement**”) is entered into as of May 2, 2022 (“**Effective Date**”) by and between Accel Online East LLC, a Delaware limited liability company (“**Manager**”), and Virtual Preparatory Academy of Florida LLC (the “**School**”), a Florida non-profit corporation and public charter school.

RECITALS

Whereas, the School is organized a Florida nonprofit corporation under the laws of the state of Florida (the “**State**”) law (as such provision may be amended from time to time) and the School has entered into a charter contract (as may be amended, the “**Charter Contract**”) with an authorizer (the “**Authorizer**”) pursuant to which the School is authorized to operate a public charter school under State law;

Whereas, the Manager was established, among other reasons, to manage public schools, and, subject to the terms and conditions set forth herein, has agreed to provide 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, ADMINISTRATIVE SERVICES AND TECHNOLOGY 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 educational programs designed to achieve the goals set forth in the Charter Contract (the “**Educational Program**”). In the event Manager determines it is necessary to materially modify the Educational Program, Manager shall inform the School of any such proposed material changes and obtain School approval, and if required under the Charter Contract, approval of the Authorizer (it being agreed that the School shall cooperate in obtaining such approval).
 - (ii) Instruction. Oversight and coordination of the services to be provided by instructional and administrative 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) AMP. Pursuant to ARTICLE VIII below, access to its learning ecosystem, called the Accel Management Platform ("**AMP**"), which provides an integrated system for education and school operation. It includes integration of rigorous and research-based online courses and functions as a powerful learning management system; a comprehensive student information system and reporting system; a live Webinar tool; a balanced student assessment system; and instructional data integration and presentation tools. AMP is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for student-centered learning. AMP is capable of providing real-time progress monitoring, and can allow teachers instantaneous access to standards-aligned and performance-based data about each student. Using AMP, teachers can better identify students who need small group or one-on-one instructional support.
- (v) English Language Learners (ELL). Implementation of curricular components designed to meet the needs of ELL as required by State and federal law. All ELL in the School will have an Individualized Education Plan (IEP) which will be implemented with fidelity by all teachers and staff who work with each ELL student. The IEP will detail strategies, instructional and assessment accommodations, modifications, goals for the ELL student, and results on the State and local assessment data. The IEP will be updated annually or earlier if needed to reflect the ELL student's language proficiency growth. The ELL program supports a variety of first languages.
- (vi) Students with Special Needs. In serving students with disabilities, assistance in enabling School to comply with all applicable State and federal laws including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), and the Individuals with Disabilities Education Act ("IDEA"). Manager will provide or cause to be provided a continuum of special education services and range of placements to better enable the School to provide a free appropriate public education ("FAPE") in the least restrictive environment ("LRE"). Itinerant, supplementary or full-time special education support will be provided via the telephone, Internet, live sessions, or in person in accordance with the student's IEP. Manager will provide a comprehensive program using alternative curriculum for qualified students. Related services (for example, occupational or physical therapy, counseling,) will be provided face-to-face, via computer, in homes, community sites, and/or therapist offices, depending on the needs of each individual student and as provided in the student's IEP.
- (vii) Gifted Students. Teachers to work closely with the parent/guardian and the curriculum team to promote a steady flow of enrichment activities for students working above grade level. Virtual gifted education enables students to work significantly above grade level without the restraints of traditional school classroom pacing. Advanced Placement courses are

available in Mathematics, Language Arts, Spanish, Science, and History/Government.

- (viii) Student Services. Staffing of a Student Services team that endeavors to empower students to overcome academic, social, emotional, mental health or other challenges to ensure students are successful in school and in their community. This approach is designed to be holistic, including, where appropriate, early intervention, social development, support services, and linking families to School and community resources. Student Services team members and teachers endeavor to work together with students' families to provide students with wrap-around support to promote student motivation and timely graduation.
- (ix) Extra-Curricular and Co-Curricular Programs. 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 under federal or state law, under the Charter Contract and/or by the [Florida Department of Education (the "FLDOE") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed between Manager and the School from time to time. Manager will provide the Educational Services in accordance with the Educational Program, 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 Contract.
- (c) Budget Limitation. 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 Budget established pursuant to Section 1.2(a)(iv) below. Therefore, notwithstanding anything to the contrary set forth in Section 1.1(a) or (b) above, Manager shall have no obligation to perform any Educational Services not contemplated by the Budget and will not be required to expend funds on Educational Services in excess of the amounts set forth in such 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) 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.
 - (iv) Budgeting and Financial Reporting. Provision of budgeting and financial reporting services in accordance with the below:

- (A) The Manager will prepare a proposed annual budget 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 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 Manager shall be responsible for preparing other financial statements as required by and in compliance with the Charter Contract, and 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 School shall be responsible for the costs of the audit which will be provided for in the Budget.
- (B) The Manager will provide the School with monthly financial forecasts 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; and support for all State reporting requirements. The Manager will prepare a five-year financial plan.
- (C) On behalf of the School, the Manager is responsible for preparing (i) such other reports on the finances and operation of the School as reasonably requested or required by the FLDOE the School or the Authorizer, if necessary, to cause compliance with the terms of the Charter Contract (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 Agreement and related agreements including the effectiveness and efficiency of its operations at the School.
- (E) On behalf of the School, the Manager will maintain accurate financial records pertaining to its operation of the School, together with all School financial records, 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 the Manager pertaining to the School and prepared as an Administrative Service hereunder will be available to the School, and upon the written request of the School, to the Authorizer, the Auditor of State, the FLDOE, the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that Manager will endeavor to make such copies available within thirty (30) business days of request.

- (F) If School is not able to fully pay the Service Fees or any bills when due, then the School shall (i) work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) obtain Manager's written consent prior to incurring costs, expenses, or other liabilities not contemplated under the Budget greater than ten thousand dollars (\$10,000) individually or in the aggregate.
- (G) School's Right to Audit. The School may conduct or appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School. Any such audit shall be conducted by the School in a manner so as to minimize disruption to the Manager's operation of the School.
- (v) Maintenance of Student and Other Records. Maintenance of other records as set forth below:
 - (A) Manager will maintain records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter Contract 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 student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of student records as required by law and the Charter Contract.
 - (B) Manager will maintain employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter Contract, 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 the records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of the records (it being understood that the employment, business, and other records are and shall be at all times the property of the School, provided, for the avoidance of doubt, that records of the Manager and its Affiliates (as defined in section 3.7 below) pertaining to their existence and operation (including, without limitation, records maintained by Manager and its Affiliates in respect of its employees) are the sole and exclusive property of the Manager. Manager and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.
 - (C) The financial, educational and student records pertaining to the School are subject to the applicable provisions of State and federal law. The School 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, that Manager has a legitimate educational interest in the disclosure to Manager by the School (or its designees) of a student’s educational records and that such records shall be disclosed to Manager so Manager may provide the products and services described in this Agreement. The Board recognizes and agrees that Manager and its Affiliates are “school officials” and have a “legitimate educational interest” as permitted by FERPA, and the Board will take all steps necessary to ensure Manager has access to records necessary to permit the provision of the educational products and services hereunder. Manager shall help facilitate, to the extent requested by the School, the availability of all School records, whether physically or electronically, upon request, at the School.

- (D) Manager shall provide such other information, including written reports, as reasonably requested by the School.
- (vi) Admissions. Implementation of the School’s admission policy in accordance with the Charter Contract, and applicable laws and regulations.
- (vii) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, 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.
- (viii) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter Contract, and 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 metrics of performance reasonably requested by the School.
- (ix) Rules and Procedures. Recommend rules and procedures applicable to the School, its students, and staff, if applicable, and enforce such rules and procedures adopted by the School that do not conflict with or violate this Agreement, the Charter Contract, or applicable laws and regulations.
- (x) Student Recruitment. Recruit 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 Charter Contract and State and federal laws.
- (xi) Facility Management. Manager will coordinate all Administrative Facility (as defined in Section 1.4 below) cleaning services, proposed alterations, plans for future development, security planning and related contractor services.
- (xii) Additional Administrative Services. Any other services reasonably necessary 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 Charter Contract, and local, State and federal laws and applicable regulations and policies.
 - (B) Subject to this Agreement, the Charter Contract, and 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 material modifications.
 - (b) Manager will be responsible and accountable to the School for the provision of the Administrative Services to the extent provided for in the Budget established in Section 1.2(a)(iv) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Administrative Services not contemplated by the Budget as may be amended by the School, and will not be required to expend its own funds on Administrative Services in excess of the amounts set forth in such Budget.
- 1.3 Technology Consulting Services. Manager will provide the following technology consulting services and products (the “**Technology Consulting Services**”):
- (a) During the Term, Manager or its Affiliates (as defined in section 3.7 below) will provide oversight of the technology services referenced in Article IV below.
 - (b) Manager charges fees for the provision of Computer Equipment as set forth in Article IV below.
 - (c) Manager will be responsible and accountable to the School for the provision of the Technology Consulting Services, provided that such obligations, duties and responsibilities are limited by the Budget established in Section 1.2(a)(iv) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Technology Consulting Services not contemplated by the Budget and will not be required to expend funds on Technology Consulting Services in excess of the amounts set forth in such Budget.
- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable office space in Osceola County, Florida (the “**Administrative Facility**”) to perform all services described in this Agreement. Manager may provide other services elsewhere, unless prohibited by the Charter Contract, or applicable laws and regulations.
- 1.5 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 applicable laws and regulations.

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, 2027 (the “**Initial Term**”) provided that if the term then remaining under the Charter Contract is less than five (5) years, that Initial Term shall be coterminous with the term of the Charter Contract 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 Renewal Term (defined hereinafter) thereafter, this Agreement will automatically extend for successive additional periods of ten (10) years (each such period is a “**Renewal Term**”) provided that if, at the time of any renewal, the term then remaining under the Charter Contract is less than ten (10) years, that Renewal Term shall be coterminous with the term of the Charter Contract unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before expiration of the then-current Term (defined hereinafter), in which case, this Agreement shall terminate effective as of such expiration; 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 Authorizer or Charter Contract Change. In the event the Authorizer and/or the Charter Contract changes, this Agreement shall automatically survive and be performed in accordance with the Charter Contract, these terms and conditions and applicable law unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein. Notwithstanding the foregoing, if any change to the Charter Contract has a material adverse effect on Manager’s ability to deliver services, upon written notice to the other Party, Manager or School may request renegotiation of this Agreement. Request for renegotiation may be given any time following notice of the change whether or not the change is effective on the date of notice or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice of renegotiation was given unless earlier termination is necessary to protect the health, welfare or safety of students.

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 legal entity authorized under State law 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 Independent Contractor. Manager is an independent contractor. As the employer of employees it places to work for or at the School, Manager is responsible for the accurate and timely processing of payroll and withholding, submission of all applicable federal and state employment taxes and retirement contributions, securing and maintaining applicable insurance, and reporting to the appropriate authorities.
- 3.3 Oversight of Manager. The Board shall be responsible for monitoring Manager'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, and operational and financial performance, and also for working with the Authorizer as required. Manager shall reasonably cooperate with School's monitoring and oversight.
- 3.4 School-Related Correspondences. The Board shall provide Manager with all reports, documents and other findings that are related to or may have an impact on the School, the Authorizer and/or Manager's obligations herein. School-related correspondence includes, but it not limited to, adopted Board minutes, resolutions 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.
- 3.5 Manager Attendance at Board Meetings and Board Member Payment. Manager shall use commercially reasonable efforts to cause its personnel to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use commercially 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. If School is not able to fully pay reimbursable costs when due, Board members shall not receive payment for attending board meetings.
- 3.6 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.

- 3.7 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.
- 3.8 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager. “**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.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services and Computer Equipment.
- (a) Service Fees. The School will pay to Manager fees for services as set forth in the attached Fee Schedule (the “**Service Fees**”). Service Fees expressed as a percent means the designated percent of 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. The Service Fees calculation shall not include free and reduced lunch revenues, charitable contributions, transportation funding, or proceeds from fundraisers (“**Non-Qualified Gross Revenue**”) 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 any other agreement between the Parties.
 - (b) AMP Fee. The School will pay to Manager fees for AMP as set forth in a separate price list. Manager may modify the fees from time to time, but no more than once per fiscal year.
 - (c) Computer Equipment Fee. The School will pay to Manager fees for Computer Equipment as set forth in a separate price list. Manager may modify the fees from time to time, but no more than once per fiscal year.
 - (d) Technology Services Fee. The School will pay to Manager fees for Technology Services as set forth in a separate price list. Manager may modify the fees from time to time , but no more than once per fiscal year.

- (e) Reasonable Compensation. The fees charged under this Agreement are reasonable compensation for products and services rendered. Manager'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.
 - (f) 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 Manager with a copy of the written notice promptly upon receipt of same (and in any case, within three (3) business days). If the review results in a finding that additional funding is owed to the School, the School shall make payment 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. 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 the amount overpaid to Manager and the School shall contribute the amount retained by the School.
- 4.2 Payment of Costs. If Manager incurs any costs (directly or charged by service providers, vendors or other third parties) to deliver services pursuant to this Agreement, the School will reimburse Manager for such costs which 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 Administrative Facility lease that the Parties may enter into), Administrative Facility maintenance and utility costs, salaries of Manager's employees assigned to the staff of the School, Authorizer fee, costs related to curriculum, instructional materials, textbooks, computers, software, supplies, special education and psychological services. Except as may be provided in any equipment lease or Administrative 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. 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 and delinquent if not paid within thirty (30) days thereafter.
- (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. School will make such payments to Manager upon receipt of invoice and be delinquent if not paid within thirty (30) days thereafter.
- (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 for salaries, benefits and associated administration costs of employees performing the services contemplated hereunder; (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 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.

4.5 Payment Options.

- (a) The School will submit payroll and payroll tax monies via one of two funding methods ("**Funding Method**"): (i) Automated Clearing House ("**ACH**") funding, or (ii) wire funding ("**Wire**"). The School is only eligible for ACH funding if approved by the Manager. The School must utilize the Wire Funding Method if the School is not approved for the ACH Funding Method. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House.
- (b) Manager will submit payroll information to the School. The School shall submit the designated payroll amount two (2) Business Days prior to Manager's scheduled payroll payment date. "**Business Day**" means any day of the year other than (a) a Saturday, Sunday or (b) day on which banking institutions in any jurisdiction of the banking institution of the School are closed; or (c) a statutory or civic holiday in the United States. Manager will initiate electronic payment not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date payment is due. School's failure to timely fund payroll may result in the requirement to utilize an alternative Funding Method, and delayed processing of banking, and other transaction or additional fees may be imposed including, without limitation, by the applicable financial institutions. The School shall indemnify, defend and hold Manager harmless from and against claims, losses or any other liabilities arising from or relating to School's late submission of transactions.

4.6 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Service Fees and loans other than the startup Line of Credit Loan Agreement and Promissory Note will accrue interest at the one-month London Interbank Offer Rate ("**LIBOR**"), plus four percent (4%)

for the time overdue, provided if one-month LIBOR shall be discontinued during the Term, Parties hereby agree that the one-month secured overnight financing rate shall be substituted therefor.

- (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.

ARTICLE V. SUPPLEMENTAL PROGRAMS

In addition to the Educational Services, Administrative Services and Technology Consulting Services provided by Manager to the School, the Parties may agree that Manager will provide additional services, terms of which shall be determined on a case-by-case basis, 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. If either Party proposes a Supplement Program, the Parties shall consider the same in good faith and, if the same be agreeable to both Parties, work cooperatively with each other to facilitate the Supplement Program’s development and implementation.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Charter Contract, and 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, Administrative Services, Technology Consulting Services, Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Charter Contract, the HOS, teachers and support staff selected 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 by 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 or its Affiliates 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 applicable laws and regulations, to select, supervise and terminate the HOS and to hold the HOS accountable for the success of the School. Manager will present the Board with candidates for the HOS position. The Board shall review the candidates' qualifications and make the final decision as to which shall be the HOS.
- 6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services and Supplemental 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 by applicable laws and regulations, hold a valid teaching certificate issued by the FLDOE. Further, to the extent required by 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 material actions and decisions relating to teaching staff 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 Supplemental Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. 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. The 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, unless otherwise agreed in writing, 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. 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. If a Party breaches 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, and 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 referenced above will be extended by the amount of time a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement.
- (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 as set forth in this Section 6.6.

ARTICLE VII. TERMINATION OF AGREEMENT

- 7.1 Notice and Timing. Any notice of termination shall take effect at the end of the last day of the then-current school year unless otherwise specified herein or agreed to by the Parties. Notice of termination must be made in writing and delivered to the addresses set forth herein no later than January 15 of the then-current school year and shall list the reason(s) for termination. Early termination will not relieve the School of any obligations to pay fees and costs, whether accrued, pending or outstanding, to Manager.
- 7.2 Termination by Both Parties. The Parties may agree, at any time, in writing to terminate the Agreement.
- 7.3 Termination by School. School may terminate on the following grounds:
 - (a) Effective upon failure to timely cure, if Manager materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach. If objectively ascertainable reasonable efforts have been made to effect a cure and the breach at issue does not objectively lend itself to cure within the thirty (30) day period, then additional time as necessary to complete the cure shall be permitted, but in no event more than sixty (60) days following written notification of breach.
 - (b) 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, a Party, upon written notice to the other Party, may request renegotiation of this Agreement. Notice may be given any time following enactment of the change whether or not the change is effective on the date of enactment or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within

thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice was given unless earlier termination is necessary to protect the health, welfare or safety of students.

- 7.4 Termination By Manager. Manager may terminate on the following grounds:
- (a) Effective upon failure to timely cure, if the School materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach. Failure to pay Manager for services as set forth in Article IV shall be considered a material breach, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity. If objectively ascertainable reasonable efforts have been made to effect a cure and the breach at issue does not objectively lend itself to cure within the thirty (30) day period, then additional time as necessary to complete the cure shall be permitted, but in no event more than sixty (60) days following written notification of breach.
 - (b) 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, a Party, upon written notice to the other Party, may request renegotiation of this Agreement. Notice may be given any time following enactment of the change whether or not the change is effective on the date of enactment or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice was given unless earlier termination is necessary to protect the health, welfare or safety of students.
 - (c) Effective when funding change goes into effect or a later date as designated by the Manager if there is any adverse and material change in local, State or federal funding for the School's students.
 - (d) Effective immediately if the Board adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to materially increase 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) Effective immediately if (i) the School or Manager undergoes or is required to undergo an adverse change that makes the School or Manager financially unviable, or (ii) the Board makes a financial decision that is grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.
- 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 School

and the lender thereunder. 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 a mutually agreed upon location. 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 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 AMP, 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 Administrative Facility, 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, non-exclusive, non-assignable, revocable license to access and 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 law (including Fla. Stat. § 786.28), 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 from and against any and all third party claims, demands, suits, actions, fines, penalties, liabilities, losses, damages, 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 any applicable local, State or federal law, rule, or regulation. 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. 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. 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 or its employees; noncompliance by any of them with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, any misrepresentation of the Manager contained in or made pursuant to this Agreement; any action or omission by the Manager or its employee that results in injury, death or loss to person or property; and any violation by them of State or federal law. 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 person or entity 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 the 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, 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 AMOUNTS DUE UNDER ARTICLE IV ABOVE 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. 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 OR ITS AFFILIATES, 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 Manager will help the School obtain, and 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 Contract: 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 Authorizer. 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 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 workerlike manner in accordance with commercially reasonable industry standards, applicable law, the Charter Contract, and applicable Board policies made known to Manager in writing and relating to the School. 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-ACCESSIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.

11.2 Representations, Warranties, and Covenants of the School. The School hereby represents, warrants, and covenants to Manager:

- (a) The Charter Contract (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 in 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 the Educational Services, Administrative Services, Technology Consulting 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 Budget to pay for such expenditures.
- (d) The School is not in breach of and has not defaulted under the terms of the Charter Contract, and there does not exist any state of fact which, with notice or lapse of time or both, would constitute an event of breach or default on the part of the School under the Charter Contract.
- (e) 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. Each 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 the Disclosing

Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If 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 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, price lists, 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 on 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, pandemic, 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 Florida, 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 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 mail, 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:

Virtual Preparatory Academy of Florida
Attn: Stevie Johns, Board President
2302 Jessica Lane
Kissimmee FL 34744 Facsimile:

With a copy to:

Jeffrey Wood and Thomas Sternberg
Tripp Scott Law Firm
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
Facsimile:

To:

Accel Schools LLC
Attn: Chief Operating Officer
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

And legal@pansophiclearning.com

With a copy to:

Pansophic Learning US LLC
Attn: General Counsel
1750 Tysons Boulevard, Suite 1300
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 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 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 “Consideration” Sections 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, its Affiliates and their 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 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 (Judicial Arbitration and Mediation Services, Inc. <https://www.jamsadr.com>) before 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 arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses prohibited 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 arbitrator shall be shared equally by the Parties.

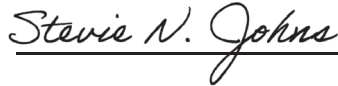
13.13 Survival on Termination or Expiration. The following Articles and Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; 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 East LLC

By:  _____
DocuSigned by:
2CC4B9E0F900481...
 Name: Ronald Packard
 Title: CEO

Virtual Preparatory Academy of Florida

By:  _____
 Name: Stevie N. Johns
 Title: Board President

Virtual Prep Academy of Florida 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	Fee includes: Curriculum including Core, Elective, Career/Technical, and Advanced Placement (AP) Courses; Balanced assessment system; AMP System including SIS, LMS, in course email and schoolwide communication system; Web Conference technology integrated into AMP; Any online and physical textbooks/materials, with the exception of those for AP courses; Teacher Professional Development
Student Technology Assistance Services	\$150/pupil/yr - upfront fee of \$50 and \$10 per month over a maximum of 10 months	Fee includes: Logistics, purchasing, warehousing, and fulfillment service for student device distribution; Set-up, configuration, and device provisioning; Shipment, maintenance, repair, reclamation and refurbishment for the life of the device; Software and virus protection for device, as needed
Enrollment Processing	\$100/pupil (gross new only) - upfront fee	Telephone, Live Chat, Web Form, Email access to Support Agents; Monitor help desk queues during support hours of 8:00 am – 8:00 pm EST/EDT; Multilingual English/Spanish support options; Support tickets will be addressed within the parameters of the SLA for that priority; Major incident management will assure effective communications of issue status and resolution; Coordination with secondary support teams (e.g. network operations, systems engineering) as required; Scheduled recurring onboarding webinars for new students to assist with school start; Management of self-help AMP support and resources website with access to online help documents and videos for parents/guardians/students
Community Outreach, School Website	\$300/pupil/yr - billed monthly	Fee includes: Assisting parents/guardians of new students with the school enrollment process, including following up with lead inquiries to describe the school program offering and help families determine if the school is a good fit for their student; Collecting required compliancy documents for enrolling students;
Student Computers	\$425 per device	Fee includes: Development of marketing plan and implementation to meet desired enrollment targets; Management of school public website development and maintenance; School branding across both digital and print assets; Conducting school satisfaction surveys with enrolled families to share with local school teams; Management of school social media pages, including providing real-time support and responses to parent inquiries; Assist in promoting school events; Support collateral, design, and copy needs for school
Employment Administrative Services	\$42.50 per employee per pay period	Fee includes: New hire data entry; Recruiting systems integration; Offer letter drafting and issuing; Coordination of new hire needs such as hardware and software; Employee qualification review; Systems integration with benefits vendors; Benefits plan audits; Administration of open enrollment; Processing of qualifying life events; Payroll system configuration; Biweekly data entry of payroll; Stipend processing; Physical check requests; Paycard issuance; Compliance audits for compensation, payroll, and benefits
School Operations Support Services	12% of Total Revenue, billed monthly based on revenue received	Fee includes: Human Resource Generalist Support, School Leadership Support and Development, Accreditation Support; Academic Programming Guidance and Support; External Reporting Support, State Testing Support, Staff Technology Support, Special Education Support, Gifted Program Support, Homeless and Migrant Services Support, School Counseling and Family Support Programming Guidance, Accessibility Support, ELL Support, Additional recruiting fees if needed
School Business Support Services	2% of Total Revenue, billed monthly based on revenue received	Fee includes: School Budgeting & Planning, Pupil Accounting, Federal Programs & Compliance Support, Student ISP Stipend Administration, Procurement, Audit Support (as needed), Insurance/Risk Management Support, Facility Support, Records Security and Management

MANAGEMENT AGREEMENT

This Management Agreement (this “*Agreement*”) is entered into as of March 15, 2022 (“*Effective Date*”) by and between Accel Online East LLC, a Delaware limited liability company (“*Manager*”), and Virtual Preparatory Academy of West Virginia, Inc. (the “*School*”), a West Virginia non-profit corporation and public virtual charter school.

RECITALS

Whereas, the School is organized as a West Virginia nonprofit corporation under the laws of the state of West Virginia (the “*State*”) law (as such provision may be amended from time to time) and the School has entered into a School Charter Contract (as may be amended, the “*Charter Contract*”) with the West Virginia Professional Charter School Board (the “*Authorizer*”) pursuant to which the School is authorized to operate a public virtual charter school under State law;

Whereas, the Manager was established, among other reasons, to manage public schools, and, subject to the terms and conditions set forth herein, has agreed to provide assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the School;

Whereas, the School is aware of the increasing need for greater educational alternatives for children to receive a 21st century education that provides connection, purpose and mastery which in turn creates pathways, partnerships and opportunities in careers and/or college as the needs and the local business community evolves over time;

Whereas, the Manager strives to provide students with quality, college and career-focused, rigorous and relevant coursework, internships, project-based learning opportunities, and other life skills which are necessary to live a successful and rewarding life in an increasingly competitive global market; 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, ADMINISTRATIVE SERVICES AND TECHNOLOGY 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 educational programs designed to achieve the goals set forth in the Charter Contract (the “**Educational Program**”). In the event Manager determines it is necessary to materially modify the Educational Program, Manager shall inform the School of any such proposed material changes and obtain School approval, and if required under the Charter Contract, approval of the Authorizer (it being agreed that the School shall reasonably cooperate in obtaining such approval, if the School approves of the change).
- (ii) Instruction. Oversight and coordination of the services to be provided by instructional and administrative 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) AMP. Pursuant to ARTICLE VIII below, access to its learning ecosystem, called the Accel Management Platform (“**AMP**”), which provides an integrated system for education and school operation. It includes integration of rigorous and research-based online courses and functions as a powerful learning management system; a comprehensive student information system and reporting system; a live Webinar tool; a balanced student assessment system; and instructional data integration and presentation tools. AMP is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for student-centered learning. AMP is capable of providing real-time progress monitoring, and can allow teachers instantaneous access to standards-aligned and performance-based data about each student. Using AMP, teachers can better identify students who need small group or one-on-one instructional support.
- (v) Career Development. The Manager shall provide career development for students, fostering excitement and possibilities through career exploration – helping students connect skills, interests, and abilities to career opportunities. Courses will be aligned in career goals with opportunities in high-skill and in-demand fields. Manager will provide opportunities for students to engage in individual career planning discussions and activities, building and using student social capital. The Manager shall provide industry specific preparation and work-based learning to build on classroom instruction and cultivate employability skills that prepare students for success in post-secondary education and future careers. Career and student technical organizations chapters will be established based on pathway alignment. Coursework and pathways will culminate in credentials and certifications of value in key industries.
- (vi) Community Opportunities. The Manager shall foster connections with industry, higher education, and community partners to generate integrated, seamless partnerships opening opportunities for students and the school community. Educational Services include a school-based CTE (Career and Technical Education) advisory council featuring key industry partners assembled to give advice and support to school leadership and students. Partnerships with business and universities will support dual credit/concurrent enrollment and application of skills learned in pathways. Partnerships with community organizations will provide

additional opportunities for students to build skills and contribute to the community.

- (vii) English Language Learners (ELL). Implementation of curricular components designed to meet the needs of ELL as required by State and federal law. All ELL in the School will have an Individualized Education Plan (IEP) which will be implemented with fidelity by all teachers and staff who work with each ELL student. The IEP will detail strategies, instructional and assessment accommodations, modifications, goals for the ELL student, and results on the State and local assessment data. The IEP will be updated annually or earlier if needed to reflect the ELL student's language proficiency growth. The ELL program supports a variety of different first languages.
- (viii) Students with Special Needs. In serving students with disabilities, assistance in enabling School to comply with all applicable State and federal laws including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), and the Individuals with Disabilities Education Act ("IDEA"). Manager will provide or cause to be provided a continuum of special education services and range of placements to better enable the School to provide a free appropriate public education ("FAPE") in the least restrictive environment ("LRE"). Itinerant, supplementary or full-time special education support will be provided via the telephone, Internet, live sessions, or in person in accordance with the student's IEP. Manager will provide a comprehensive program using an alternative curriculum for qualified students. Related services (for example, occupational or physical therapy, counseling,) will be provided face-to-face, via computer, in homes, community sites, and/or therapist offices, depending on the needs of each individual student and as provided in the student's IEP.
- (ix) Gifted Students. Teachers to work closely with the parent/guardian and the curriculum team to promote a steady flow of enrichment activities for students working above grade level. Manager may also offer students virtual gifted education, which can enable them to work significantly above grade level without the restraints of traditional school classroom pacing. AP courses are available in Mathematics, Language Arts, Spanish, Science, and History/Government.
- (x) Student Services. Staffing of a Student Services team that endeavors to empower students to overcome academic, social, emotional, mental health or other challenges to ensure students are successful in school and in their community. This approach is designed to be holistic, including, where appropriate, early intervention, social development, support services, and linking families to School and community resources. Student Services team members and teachers endeavor to work together with students' families to provide students with wrap-around support to promote student motivation and timely graduation.
- (xi) 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 under the Charter Contract and/or by the West Virginia Board of Education (the "**WVBE**") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed between Manager and the School from time to time. Manager will provide the

Educational Services in accordance with the Educational Program, 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 Contract.

- (c) Budget Limitation. 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)(iv)(A) below. Therefore, notwithstanding anything to the contrary set forth in Section 1.1(a) or (b) above, Manager shall have no obligation to perform any Educational Services not contemplated by the School Budget and will not be required to expend funds on Educational 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) 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.
 - (iv) Budgeting and Financial Reporting. Provision of budgeting and financial reporting services in accordance with the below:
 - (A) The Manager will prepare a proposed annual budget in a mutually agreeable format by June 1st of the immediately preceding fiscal year subject to the approval of the School which shall not 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. Manager shall prepare other financial statements as required by and in compliance with the Charter Contract, and 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 School shall be responsible for the costs of the audit and the costs will be provided for in the Budget.
 - (B) The Manager will provide the School with monthly financial forecasts and analysis reports (Forecasted P&L / Cash Balances). 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; 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.

- (C) On behalf of the School, the Manager is responsible for preparing (i) such other reports on the finances and operation of the School as reasonably requested or required by the WVBE, the School or the Authorizer if necessary to cause compliance with the terms of the Charter Contract; (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 Agreement and related agreements including the effectiveness and efficiency of its operations at the School.
- (E) On behalf of the School, the Manager will maintain accurate financial records pertaining to its operation of the School 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 the Manager pertaining to the School and prepared as an Administrative Service hereunder will be available to the School, and upon the written request of the School, to the Authorizer, the Auditor of State, the WVBE, the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that Manager will endeavor to make such copies available within thirty (30) business days of request.
- (F) If School is not able to fully pay the Service Fees or any bills when due, then the School shall (i) work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) obtain Manager's written consent prior to incurring costs, expenses, or other liabilities not contemplated under the School Budget greater than ten thousand dollars (\$10,000) individually or in the aggregate.
- (G) School's Right to Audit. The School may conduct or appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School. Any such audit shall be conducted by the School in a manner so as to minimize disruption to the Manager's operation of the School.
- (v) Maintenance of Student and Other Records. Maintenance of other records as set forth below:
 - (A) Manager will maintain records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter Contract 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 student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of student records as required by law and the Charter Contract.
 - (B) Manager will maintain employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter Contract, 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 the records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of the records (it being understood that the employment, business, and other records are and shall be at all times the property of the School, provided, for the avoidance of doubt, that records of the Manager and its Affiliates (as defined in section 3.7 below) pertaining to their existence and operation (including, without limitation, records maintained by Manager and its Affiliates in respect of its employees) are the sole and exclusive property of the Manager). Manager and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.

(C) The financial, educational and student records pertaining to the School are subject to the applicable provisions of State and federal law. The School 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, that Manager has a legitimate educational interest in the disclosure to Manager by the School (or its designees) of a student’s educational records and that such records shall be disclosed to Manager so Manager may provide the products and services described in this Agreement. The Board recognizes and agrees that Manager and its Affiliates are “school officials” and have a “legitimate educational interest” as permitted by FERPA, and the Board will take all steps necessary to ensure Manager has access to records necessary to permit the provision of the educational products and services hereunder. Manager shall help facilitate, to the extent requested by the School, the availability of all School records, whether physically or electronically, upon request, at the School.

(D) Manager shall provide such other information, including written reports, as reasonably requested by the School, within 30 days of such request when reasonably possible.

- (vi) Admissions. Implementation of the School’s admission policy in accordance with the Charter Contract, and applicable laws and regulations.
- (vii) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, 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.
- (viii) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter Contract, and 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 metrics of performance reasonably requested by the School.

- (ix) Rules and Procedures. Recommend rules and procedures applicable to the School and its students and enforce such rules and procedures adopted by the School that do not conflict with or violate this Agreement, the Charter Contract, or applicable laws and regulations.
- (x) Student Recruitment. Recruit 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 Charter Contract and State and federal laws.
- (xi) Administrative Facility Management. Management of the School's Administrative Facility (as defined in Section 1.4 below) to the extent consistent with any lease or other documents pertaining to the Administrative Facility.
- (xii) Additional Administrative Services. Any other services reasonably necessary 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 Charter Contract, and local, State and federal laws and applicable regulations and policies.
 - (B) Subject to this Agreement, the Charter Contract, and 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 material modifications.
- (b) 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)(iv)(A) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Administrative Services not contemplated by the School Budget and will not be required to expend funds on Administrative Services in excess of the amounts set forth in such School Budget.

1.3 Technology Services.

- (a) During the Term, Manager or its Affiliates 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 for 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 Manager.
 - (b) Manager charges a fee for the provision of computer equipment as set forth in Article IV below.
 - (c) Manager will be responsible and accountable to the School for the provision of the Technology Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(iv)(A) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Technology Services not contemplated by the School Budget and will not be required to expend funds on Technology Services in excess of the amounts set forth in such School Budget.
- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable office space at 449 Rose Hill Drive, Kearneysville, WV 25430 (the “**Administrative Facility**”) to perform all services described in this Agreement that are not otherwise provided online or remotely at Manager’s usual place of business. Manager may provide other services elsewhere, unless prohibited by the Charter Contract, or applicable laws and regulations.
- 1.5 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 applicable laws and regulations.

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, 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 Renewal Term (defined hereinafter) thereafter, this Agreement will automatically extend for successive additional periods of five (5) years (each such period is a “**Renewal Term**”) (provided that if, at the time of any renewal, the term then remaining under the Charter Contract is less than five (5) years, that Renewal Term shall be coterminous with the term of the Charter Contract) unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before expiration of the then-current Term (defined hereinafter), in which case, this Agreement shall terminate effective as of such expiration; 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 Authorizer or Charter Contract Change. In the event the Authorizer and/or the Charter Contract changes, this Agreement shall automatically survive and be performed in accordance with the new Charter Contract, these terms and conditions and applicable law unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

Notwithstanding the foregoing, if any change to the Charter Contract has a material adverse effect on Manager's ability to deliver services, then upon written notice to the School, Manager may request renegotiation of this Agreement. Request for renegotiation may be given any time following notice of the change whether or not the change is effective on the date of notice or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice of renegotiation was given unless earlier termination is necessary to protect the health, welfare or safety of students.

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 State law 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 Oversight of Manager. The Board shall be responsible for monitoring Manager'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, and operational and financial performance, and also for working with the Authorizer as required. Manager shall reasonably cooperate with School's monitoring and oversight.
- 3.3 School-Related Correspondences. The Board shall provide Manager with all reports, documents and other findings that are related to or may have an impact on the School, the Authorizer and/or Manager's obligations herein. School-related correspondence includes, but it not limited to, adopted Board minutes, resolutions and Board reports as to non-confidential matters, State audit preliminary and final reports, Authorizer reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.
- 3.4 Manager Attendance at Board Meetings and Board Member Payment. Manager shall use commercially reasonable efforts to cause its personnel to attend Board meetings in person and, if unable to attend in person, may attend them virtually or telephonically. The Board shall use commercially 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. If School is not able to fully pay reimbursable costs when due, Board members shall not receive payment for attending board meetings.

- 3.5 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 1563(a) of 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.
- 3.6 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.
- 3.7 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager. "***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.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services and Computer Equipment.
- (a) Service Fees. The School will pay to Manager fees for services as set forth in the attached Fee Schedule ("***Service Fees***"). Service Fees expressed as a percent 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) Computer Equipment Fee. The School will pay to Manager fees for Computer Equipment as set forth in a separate price list. Manager modifies the rates from time to time, but no more than once per fiscal year.

- (c) 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 Manager with a copy of the written notice promptly upon receipt of same (and in any case, within three (3) business days). If the review results in a finding that additional funding is owed to the School, the School shall make payment 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. 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 the amount overpaid to Manager and the School shall contribute the amount retained by the School.
- 4.2 Payment of Costs. If Manager incurs any costs (directly or charged by service providers, vendors or other third parties) to deliver services pursuant to this Agreement, the School will reimburse Manager for reasonable costs so incurred which 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 Administrative Facility lease that the Parties may enter into), Administrative Facility maintenance and utility costs, salaries of Manager's employees assigned to the staff of the School, Authorizer fee, costs related to curriculum, instructional materials, textbooks, computers, software, supplies, special education, and psychological services. Additionally, in consideration of Manager's employee administration costs (including payroll, benefits, recruiting, workplace safety and compliance) for all employees assigned to work at the School, Manager shall charge the School \$42.50 per pay period for each such employee. Except as may be provided in any equipment lease or Administrative 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. 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 and delinquent if not paid within thirty (30) days thereafter.
 - (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 payments to Manager within thirty (30) days of receipt of invoice. Notwithstanding the foregoing, School shall have thirty (30) days from receipt of invoice to provide Manager with notice disputing the reasonableness of any costs incurred outside of the Budget.

- (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 for salaries, benefits and associated administration costs of employees performing the services contemplated hereunder; (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 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.

4.5 Payment Options.

- (a) The School will submit payroll and tax monies via one of two funding methods (“**Funding Method**”): (i) Automated Clearing House (“**ACH**”) funding, or (ii) wire funding (“**Wire**”). The School is only eligible for ACH funding if approved by the Manager. The School must utilize the Wire Funding Method if the School is not approved for the ACH Funding Method. “ACH” means the network used for electronic payments and money transfers, Automated Clearing House.
- (b) Manager will submit payroll information to the School. The School shall submit the designated payroll amount two (2) Business Days prior to Manager’s scheduled payroll payment date. “**Business Day**” means any day of the year other than (a) a Saturday, Sunday or (b) day on which banking institutions in any jurisdiction of the banking institution of the School are closed; or (c) a statutory or civic holiday in the United States. Manager will initiate electronic payment not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date payment is due. School’s failure to timely fund payroll may result in the requirement to utilize an alternative Funding Method, and delayed processing of banking, and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions. The School shall indemnify, defend and hold Manager harmless from and against claims, losses or any other liabilities arising from or relating to School’s late submission of transactions.

4.6 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Service Fees will accrue interest at the one-month secured overnight financing rate, 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 Fee Structure Option. On or before June 30, 2023, School and Manager may agree to change from this fee-based model payment arrangement to a sweep model payment arrangement.

ARTICLE V. SUPPLEMENTAL PROGRAMS

In addition to the Educational Services, Administrative Services and Technology Services provided by Manager to the School, the Parties may agree that Manager will provide additional services, terms of which shall be determined on a case-by-case basis, 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. If either Party proposes a Supplement Program, the Parties shall consider the same in good faith and, if the same be agreeable to both Parties, work cooperatively with each other to facilitate the Supplement Program’s development and implementation.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Charter Contract, and 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, Technology Services, the Supplemental Programs (if any) and all other services provided under this Agreement. Notwithstanding the foregoing, the Board may participate in interviewing the final two HOS candidates Manager identifies and provide advisory input regarding each of them.
- (b) Except as specified in this Agreement or as required by the Charter Contract, the HOS, teachers and support staff selected 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 by 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 or its Affiliates 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 applicable laws and regulations, to select, supervise and terminate the HOS and to hold the HOS 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 and Supplementary Programs (if any). Manager, in consultation with

the HOS, will determine the number and assignments of such teachers. Such teachers may work on behalf of 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 WVBE. Further, to the extent required by 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 material actions and decisions relating to teaching staff 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. Support staff may work on behalf of 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. The 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 Conversion Fee. During the Term and six (6) months thereafter, if the Board employs or uses the services of any current or former consultant or employee of Manager or its Affiliate as an employee, contractor or otherwise, directly or indirectly, the Board shall pay to Manager an amount equal to (a) thirty-three percent (33%) of the person's compensation during their first year with the Board if the person is or was an administrator for Manager or its Affiliate, and (b) five thousand dollars (\$5,000) if the person is or was a teacher for Manager or its Affiliate.

ARTICLE VII. TERMINATION OF AGREEMENT

- 7.1 Notice and Timing. Any notice of termination shall take effect at the end of the last day of the then-current school year unless otherwise specified herein or agreed to by the Parties. Notice of termination must be made in writing and delivered to the addresses set forth herein no later than January 15 of the then-current school year and shall list the reason(s) for termination. Early termination will not relieve the School of any obligations to pay fees and costs, whether accrued, pending or outstanding, to Manager.
- 7.2 Termination by Both Parties. The Parties may agree in writing to terminate the Agreement.
- 7.3 Termination by Either Party. Either Party may terminate on the following grounds:
- (a) Effective upon failure to timely cure, if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the

breach. Failure to pay Manager for services as set forth in Article IV shall be considered a material breach, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity. If objectively ascertainable reasonable efforts have been made to effect a cure and the breach at issue does not objectively lend itself to cure within the thirty (30) day period, then additional time as necessary to complete the cure shall be permitted, but in no event more than sixty (60) days following written notification of breach.

- (b) 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, a Party, upon written notice to the other Party, may request renegotiation of this Agreement. Notice may be given any time following enactment of the change whether or not the change is effective on the date of enactment or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice was given unless earlier termination is necessary to protect the health, welfare or safety of students.

7.4 Termination By Manager. Manager may termination on the following grounds:

- (a) If there is any adverse and material change in local, State or federal funding for the School's students.
- (b) Effective immediately if the Board adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to materially increase 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.
- (c) If (i) based on reason other than action or lack thereof by the Board, the School or Manager undergoes or is required to undergo an adverse change that makes the School or Manager financially unviable.

7.5 Automatic Termination. This Agreement shall automatically terminate if the West Virginia Charter School Board does not sign a Charter contract on or before June 30, 2022.

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 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 School and the lender thereunder. 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 Board 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 place agreed upon by the Parties for the pick up of such materials. 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 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 AMP, 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.
- 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, non-exclusive, non-assignable, revocable license to access and 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 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 from and against any and all third party claims, demands, suits, actions, fines, penalties, liabilities, losses, damages, 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 any applicable local, State or federal law, rule, or regulation. 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. 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. 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 or its employees; noncompliance by any of them with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, any misrepresentation of the Manager contained in or made pursuant to this Agreement; any action or omission by the Manager or its employee that results in injury, death or loss to person or property; and any violation by them of State or federal law. 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 person or entity 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 Indemnatee's selection and at the expense of the Indemnatee. Indemnitor may not settle any Claim against Indemnatee or otherwise consent to any final order or judgement regarding same if the 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, 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 AMOUNTS DUE UNDER ARTICLE IV ABOVE 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. 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 OR ITS AFFILIATES, 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 Manager will help the School obtain, and 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 Contract: 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 Authorizer. 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 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 workerlike manner in accordance with commercially reasonable industry standards, applicable law, the Charter Contract, and applicable Board policies made known to Manager in writing and relating to the School. 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-ACCESSIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, EXCEPT TO THE EXTENT SUCH NON-ACCESSIBILITY IS THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MANAGER OR ANY OF ITS AFFILIATES.
- 11.2 Representations, Warranties, and Covenants of the School. The School hereby represents, warrants, and covenants to Manager:

- (a) The Charter Contract (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 in 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 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 Budget to pay for such expenditures.
 - (d) The School is not in breach of and has not defaulted under the terms of the Charter Contract, and there does not exist any state of fact which, with notice or lapse of time or both, would constitute an event of breach or default on the part of the School under the Charter Contract.
 - (e) 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, student information 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 the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If 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, price lists, 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, pandemic, 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, except to the extent that School is unable to receive funding as a result of any of the events described in this Section 13.2. 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 West Virginia, 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's principal office address 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 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:

Virtual Preparatory Academy of West Virginia, Inc.
Attn: Board President
72 W. Blakeley Drive
Charles Town, WV 25414
Facsimile:

With a copy to:

Michael S. Garrison
Spilman Thomas & Battle PLLC
48 Donley Street, Suite 800
Morgantown, WV 26501
Facsimile: 304.291.7979

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 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 five (5) years 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 six (6) 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 “Consideration” Sections of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The Parties acknowledge 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, its Affiliates and their 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 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; or
 - (ii) the relevant dispute is not resolved within the 10-day period provided in this Section 13.12(b).
- (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 (Judicial Arbitration and Mediation Services, Inc. <https://www.jamsadr.com>) before a single arbitrator within the State of West Virginia. 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 arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses prohibited 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 arbitrator shall be shared equally by the Parties.
- 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); Conversion Fee; 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.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Online East LLC

DocuSigned by:
By: Ronald Packard
2CC4B9E0F900481...
Name: Ronald Packard
Title: Chief Executive Officer

Virtual Preparatory Academy of West Virginia, Inc.

By: Daniel M. G.
Name: Daniel M. Casto
Title: President / Chair

Virtual Prep of West Virginia FY2023 Accel Fee Schedule		
Description	Fee	Description
Curriculum & Materials, AMP System, and Instructional Support Services	\$1,300 per student per year; Upfront fee of \$260 upon enrollment start date and \$104 billed monthly while student is enrolled, over a maximum of 10 months per year	Fee includes: Curriculum including Core, Elective, Career/Technical, and Advanced Placement (AP) Courses; Balanced assessment system; AMP System including SIS, LMS, in course email and schoolwide communication system; Web Conference technology integrated into AMP; Any online and physical textbooks/materials, with the exception of those for AP courses; Teacher Professional Development
Student Technology Assistance Services	\$150 per student per year; Upfront fee of \$50 upon enrollment start date and \$10 billed monthly while student is enrolled, over a maximum of 10 months per year	Telephone, Live Chat, Web Form, Email access to Support Agents; Monitor help desk queues during support hours of 8:00 am – 8:00 pm EST/EDT; Multilingual English/Spanish support options; Support tickets will be addressed within the parameters of the SLA for that priority; Major incident management will assure effective communications of issue status and resolution; Coordination with secondary support teams (e.g. network operations, systems engineering) as required; Scheduled recurring onboarding webinars for new students to assist with school start; Management of self-help AMP support and resources website with access to online help documents and videos for parents/guardians/students
Enrollment Processing	\$100 per student; One time fee for continuous enrollment of a student, billed only for new students	Fee includes: Assisting parents/guardians of new students with the school enrollment process, including following up with lead inquiries to describe the school program offering and help families determine if the school is a good fit for their student; Collecting required compliancy documents for enrolling students;
Community Outreach, School Website	\$300 per student per year: Billed monthly at \$30 per month while student is enrolled, over a maximum of 10 months per year	Fee includes: Development of marketing plan and implementation to meet desired enrollment targets; Management of school public website development and maintenance; School branding across both digital and print assets; Conducting school satisfaction surveys with enrolled families to share with local school teams; Management of school social media pages, including providing real-time support and responses to parent inquiries; Assist in promoting school events; Support collateral, design, and copy needs for school
Student Computers	\$425 per device; Billed when device is received by student	Fee includes: Logistics, purchasing, warehousing, and fulfillment service for student device distribution; Set-up, configuration, and device provisioning; Shipment, maintenance, repair, reclamation and refurbishment for the life of the device; Software and virus protection for device, as needed
School Operations Support Services	12% of Total Revenue, billed monthly based on revenue received	Fee includes: Human Resource Generalist Support, School Leadership Support and Development, Accreditation Support; Academic Programming Guidance and Support; External Reporting Support, State Testing Support, Staff Technology Support, Special Education Support, Gifted Program Support, Homeless and Migrant Services Support, School Counseling and Family Support Programming Guidance, Accessibility Support, ELL Support, Additional recruiting fees if needed
School Business Support Services	2% of Total Revenue, billed monthly based on revenue received	Fee includes: School Budgeting & Planning, Pupil Accounting, Federal Programs & Compliance Support, Student ISP Stipend Administration, Procurement, Audit Support (as needed), Insurance/Risk Management Support, Facility Support, Records Security and Management

~~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 Aceel's costs of processing payroll for all employees assigned to work at the School, Aceel 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 Indemnitor's selection and at the expense of the Indemnitor. 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:
Pansophie 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: Mana 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 ~~Aceel 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 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 Aceel's costs of processing payroll for all employees assigned to work at the School, Aceel 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 Indemnatee'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.~~

- ~~(e) 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:**~~

~~Pansophie 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.~~

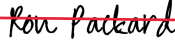
- (e) ~~Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.~~

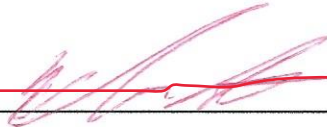
~~13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; 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 H1

Academic

Achievement Data



ACCEL Schools
OUTPERFORM
Districts and Other
Online Providers in Ohio

Important Terms

Source:



- **Performance Index (PI)** - The Performance Index measures the achievement of every student, not just whether or not they reach “proficient.” Districts and schools receive points for every student’s level of achievement. The higher the student’s level, the more points the school earns toward its index. This rewards districts and schools that improve the performance of highest- and lowest-performing students.
- **Value-Added (VA)** - Value-added analysis helps educators measure the impact schools and teachers have on students’ academic progress rates from year to year. Ohio selected a value-added measure that provides educators with information on how they can use data to focus instruction.
- **Grade Point Average (GPA)** – much like a student’s GPA, the GPA is calculated based upon the letter grade that a district or school receives. For example, if 4 schools earn the following grades: C, B, A and C, then the average GPA for those schools would be 2.75.

OHIO BACKGROUND INFO



- Until recently, Charter Schools in Ohio could only be authorized in the Big 8*, or failing, districts.
- As a result of test changes between 2014 and 2019, almost every charter and traditional school received a D or F rating. Example: A school that performs in the top 15% of schools in that district would usually get a D in the Big 8 Districts.
- Every Big 8 district receives a Value-Added grade of F.
- Most of the schools Accel manages in Ohio were takeovers of failing charter school chains.
- Accel Schools are funded between 58% and 72% of their district counterparts.

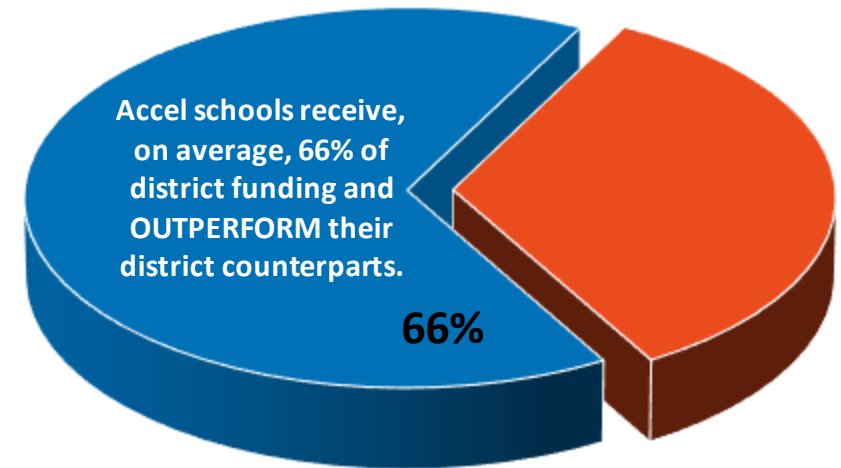
*The Big 8

Akron
Canton
Cincinnati
Cleveland
Columbus
Dayton
Toledo
Youngstown

ACCEL SCHOOLS - EXTRAORDINARY SUCCESS

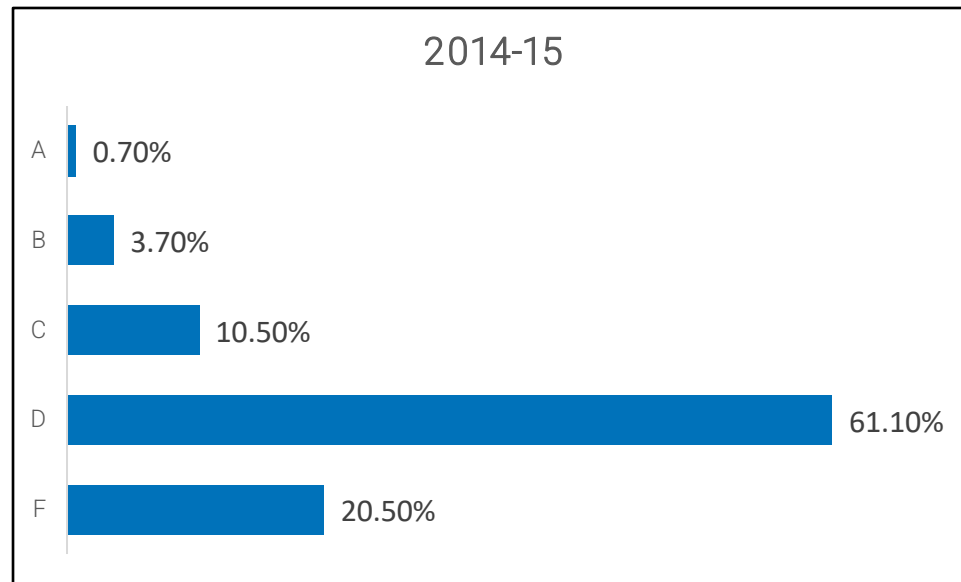
- In every school that Accel has taken over in OH, there has been improvement in both **academic** and **financial** performance.
- Over **90%** of Accel Schools **outperform** their districts and have done so every year.
- Considering they are funded on average at 66% of their districts, this is an extraordinary achievement.
- Accel has been the **highest Value-Added online school** of the Big 3 national operators in Ohio every year it has operated OHDELA.
- In the pandemic year, Accel performance was similar to K12 and significantly better than Connections.

District Funding

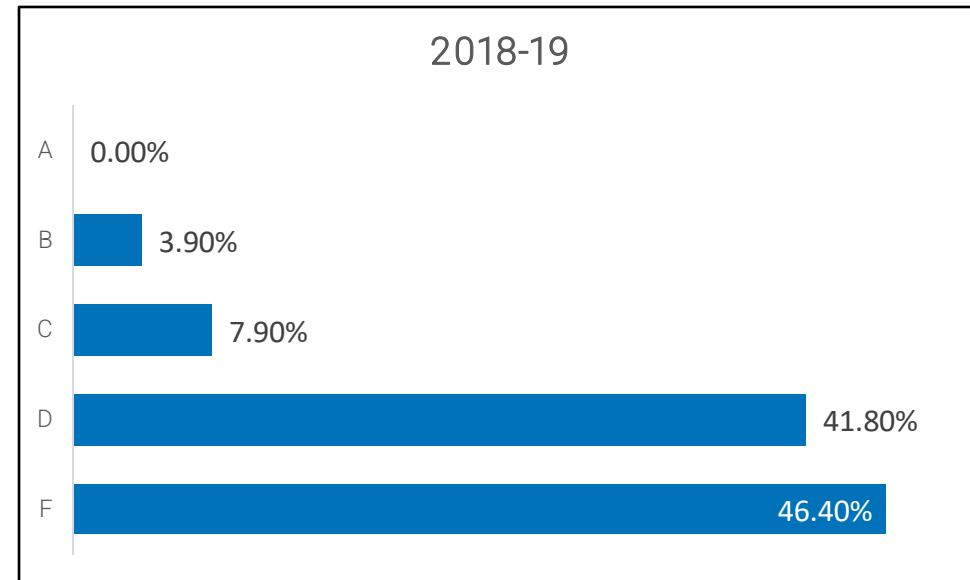


Performance Index Grade Distribution for Big 8 District Schools

Test changes have eroded the grading distribution



GPA = 0.96/4.0

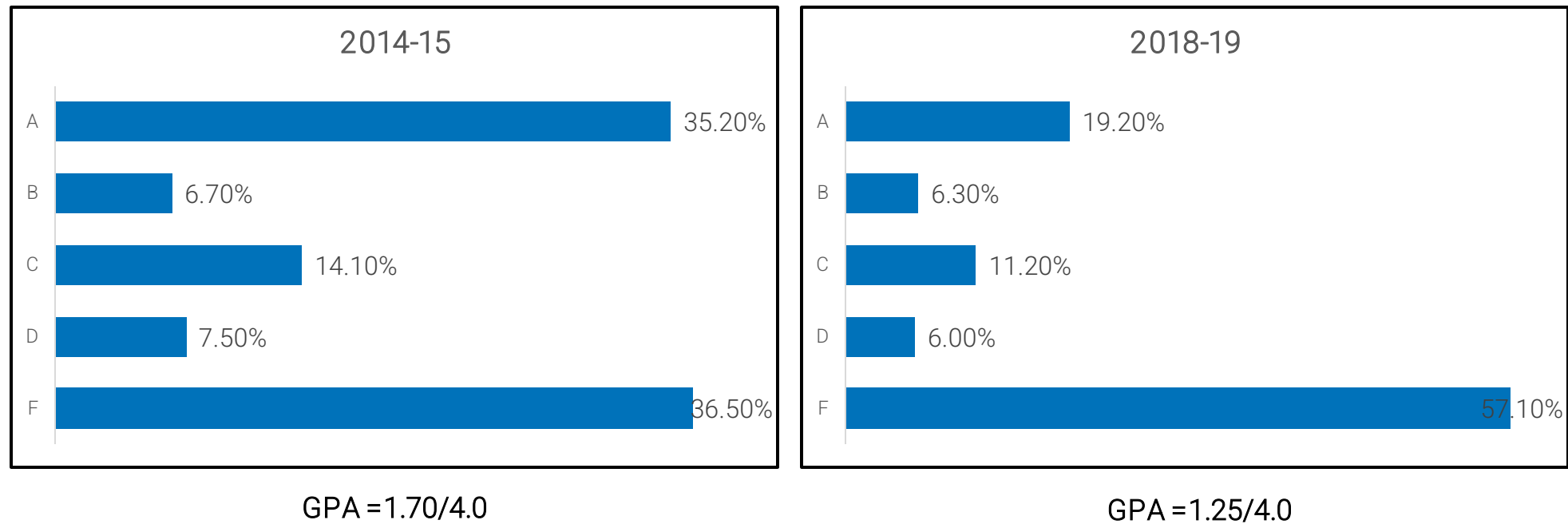


GPA = 0.69/4.0

There was a **28% drop**
in an already bad
average GPA in
these districts.

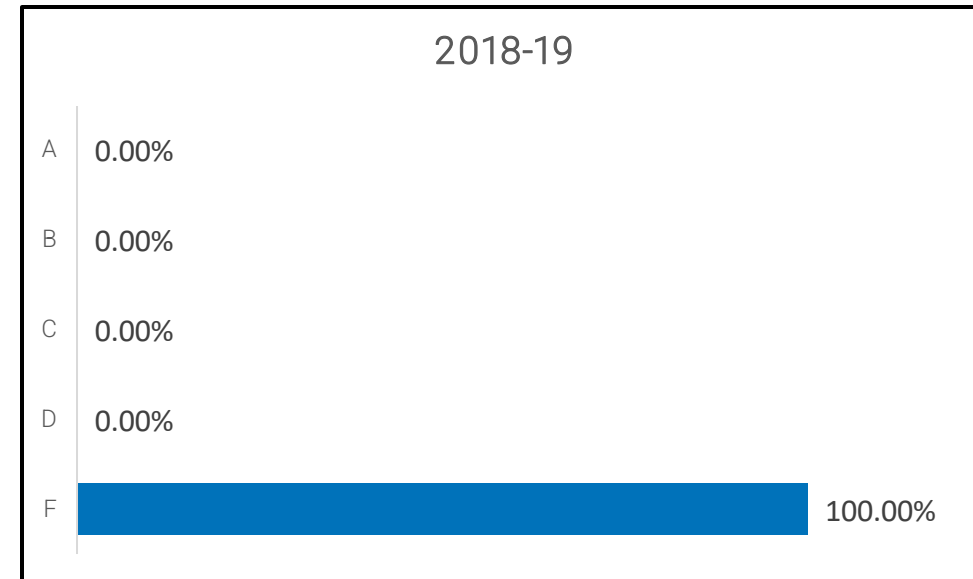
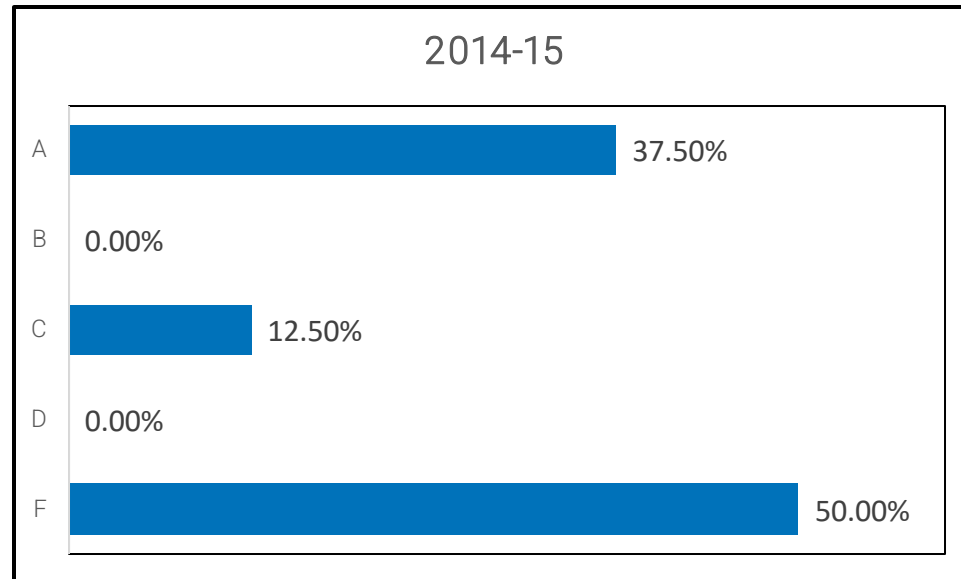
Value-Added Grade Distribution for Big 8 District Schools

Again, test changes have dramatically eroded the value-added grading distribution



There was a 26%
drop in the average
Value-Added GPA

Value-Added Grade Distribution for Big 8 Districts

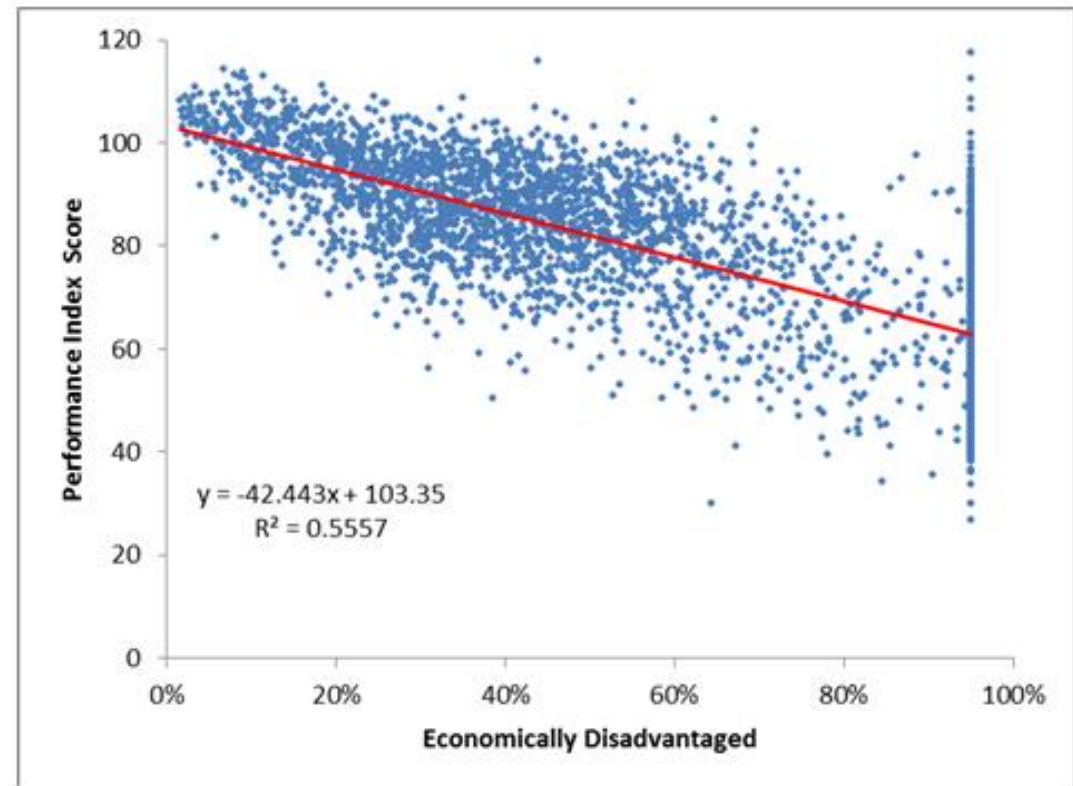


All the Big 8 Districts now get an F value-added grade

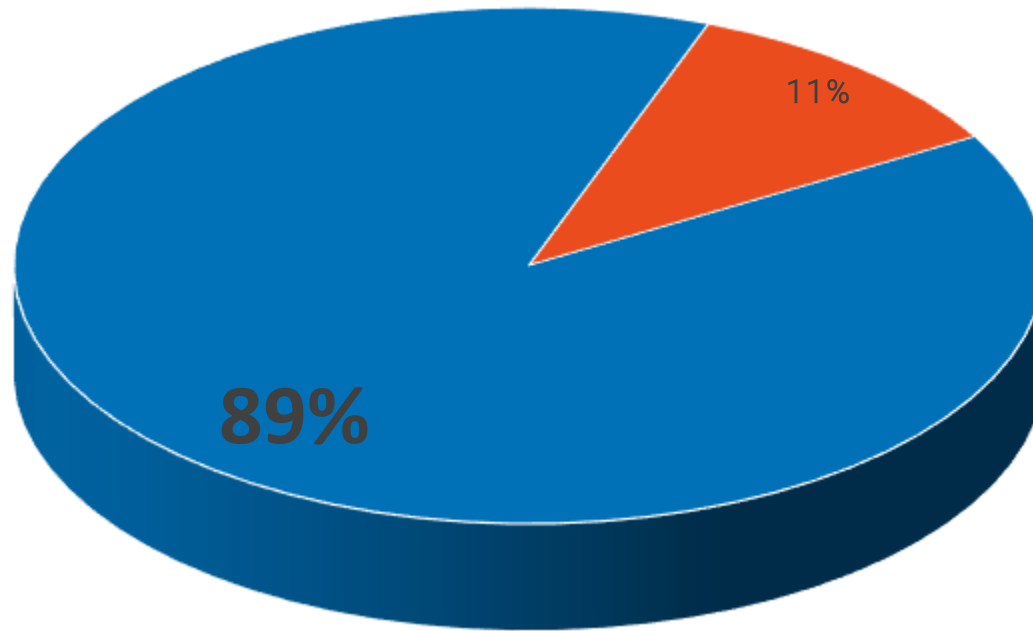
Poverty and Performance Index Are Highly Correlated

Accel Schools are almost all between 90% and 100% poverty. The state makes no adjustments for demographics.

Therefore, a school at 0% poverty is rated the same as a school at 100% poverty.



Resulting Performance Index For District Schools and Charters (Combined)



■ D or F Rating ■ A, B or C Rating

- 89% received either a D or F
- Almost half received an F rating.
- It is far more difficult to achieve a good grade for schools in high poverty areas.
- In a Big 8 District where Accel schools are located:
 - A school can be in the top 15% of schools and receive a D
 - Be in the top half of schools and receive an F
 - Be in the top half of Value-Added Scores and receive an F

Accel's Performance on Value-Added Measures

The overwhelming majority of Accel Schools in Ohio outperform their host districts on Value-Added ratings despite receiving significantly less funding than their host districts.

Outperformance
on Value-Added
Rating



Much lower
funding than
host districts



Accel Value-Added vs. Big 8 Host District Improvement Over 3 Years*

Building Name	2016-17 Diff	2017-18 Diff	2018-19 Diff	Building Name	2016-17 Diff	2017-18 Diff	2018-19 Diff
Akron Prep School	48.91	42.44	21.81	West Park Academy	54.75	52.81	22.89
University Academy	56.59	50.27	22.44	Columbus Arts & Technology Academy	41.02	47.77	27.93
Canton College Prep School	12.53	17.05	15.03	Columbus Bilingual	40.95	43.24	28.78
Wright Prep Academy	9.89	13.45	15.75	Columbus Hum, Arts & Tech Academy	43.79	53.31	36.14
Mount Auburn Prep Academy	55.18	63.70	54.22	Columbus Prep Academy	36.50	42.85	27.05
Riverside Academy	67.65	74.61	50.51	Eastland Prep Academy			30.79
Winton Prep Academy	53.29	63.45	47.62	South Columbus Prep Academy		51.84	34.01
Broadway Academy	52.25	51.41	23.54	Montgomery Prep Academy			25.06
Chapelside Cleveland Academy	51.58	49.95	19.74	Euclid Preparatory School		-2.92	1.84
Cleveland Arts & Soc Sci Academy	59.80	44.80	3.23	Lorain Bilingual Prep Academy			18.67
Cleveland College Prep School	49.47	49.02	24.81	Lorain Prep Academy	24.75	29.00	17.80
Cleveland Prep Academy		48.00	20.94	Foundation Academy	11.14	9.13	-2.30
East Academy	56.54	54.30	17.98	Ohio College Preparatory School	0.55	-7.70	2.39
Hope Academy Northcoast	55.84	54.78	22.07	Monroe Prep Academy		-4.06	-6.40
Hope Academy Northwest Campus	57.18	57.32	25.76	Star Acad of Toledo	3.46	13.07	23.74
Lake Erie College Prep School	48.47	41.26	20.65	STEAM Academy Warren	3.12	4.50	8.20
Lincoln Park Academy	57.95	55.13	26.56	STEAM Academy Warrensville Hts	4.58	-2.85	-13.03
Northeast Ohio College Prep School	43.31	39.06	12.92	Cornerstone Academy Comm School	8.48	5.11	0.65
Univ of Cleveland Prep School	49.26	46.55	20.43	Youngstown Academy of Excellence	23.86	30.04	32.14

The gap between the district and the schools decreased significantly under Accel management.

Clear improvement.
An average of a 46% gap reduction was made during this period.

*No value means the school was not open that year.

Accel Schools Value-Added Scores vs. District Averages (2017-2018)

School	Value Added Score	District Value Added Average	Delta
Hope Academy Northwest Campus	7.18	-4.1	11.28
Lincoln Park Academy	4.99	-4.1	9.09
Hope Academy Northcoast	4.64	-4.1	8.74
Riverside Academy	-0.97	-9.57	8.6
East Academy	4.16	-4.1	8.26
Columbus Humanities, Arts and Technology Academy	3.6	-4.4	8
Cornerstone Academy Community School	3.1	-4.4	7.5
University Academy	2.81	-4.08	6.89
West Park Academy	2.67	-4.1	6.77
Broadway Academy	1.27	-4.1	5.37
Monroe Preparatory Academy	-2	-6	4
Youngstown Academy of Excellence	-1.34	-5.32	3.98
Chapelside Cleveland Academy	-0.19	-4.1	3.91
Foundation Academy	1.01	-2.4	3.41
Columbus Arts & Technology Academy	-1.9	-4.4	2.5
Lorain Preparatory Academy	-3.59	-6	2.41
Cleveland Preparatory Academy	-2.14	-4.1	1.96
Berwyn East Academy	-3.11	-4.4	1.29
Star Academy of Toledo	-1.25	-0.8	-0.45
STEAM Academy of Warren	-3.8	-3.2	-0.6
STEAM Academy of Warrensville Heights	-4.86	-4.1	-0.76
Cleveland Arts and Social Sciences Academy	-5.34	-4.1	-1.24
Columbus Preparatory Academy	-6.82	-4.4	-2.42
Aurora Academy	-7.36	-0.8	-6.56

3 out of 4 schools exceeded the district score.

*District Value Added calculated by using the arithmetic school weighted average of every school in the district

Accel Outperforms Despite Dramatically Lower Funding

Stronger performance with average funding that is 66% lower than the host districts.

District	District Expenditures*		Charter **		Funding Difference	Percent Funding Charter vs. District
Akron	\$15,138	-	\$10,733	=	\$4,405	70.9%
Canton	\$15,730	-	\$10,755	=	\$4,975	68.4%
Cincinnati	\$14,634	-	\$10,484	=	\$4,150	71.6%
Cleveland	\$19,145	-	\$11,257	=	\$7,888	58.8%
Columbus	\$16,194	-	\$9,451	=	\$6,743	58.4%
Dayton	\$15,398	-	\$10,976	=	\$4,422	71.3%
Toledo	\$14,729	-	\$9,691	=	\$5,038	65.8%
Youngstown	\$18,072	-	\$11,806	=	\$6,266	65.3%

* <http://education.ohio.gov/Topics/Finance-and-Funding/School-Payment-Reports/District-Profile-Reports/FY2019-District-Profile-Report>; Column AU – District Total Expenditure Per Pupil FY19

** Taken from Accel actual funding

*** This analysis likely understates the differential, as facilities financing costs and rents may not be included in district expenditure figures

~~The Performance of Schools after Accel Assumes Management Contract~~

Community School Network Takeovers

Network	Date	Reason
White Hat	July 2015	Owner selling, poor academic culture
Mosaica	August 2015	Company was bankrupt in receivership
ICAN	Summer 2017	Company was on verge of bankruptcy
Cambridge	Spring 2018	Company was restructuring as a result of owner's legal troubles

Measuring the Impact of Accel's Management

- **Performance Index (PI) Differential**

- The difference between the school PI and district PI

- **Value-Added GPA Differential**

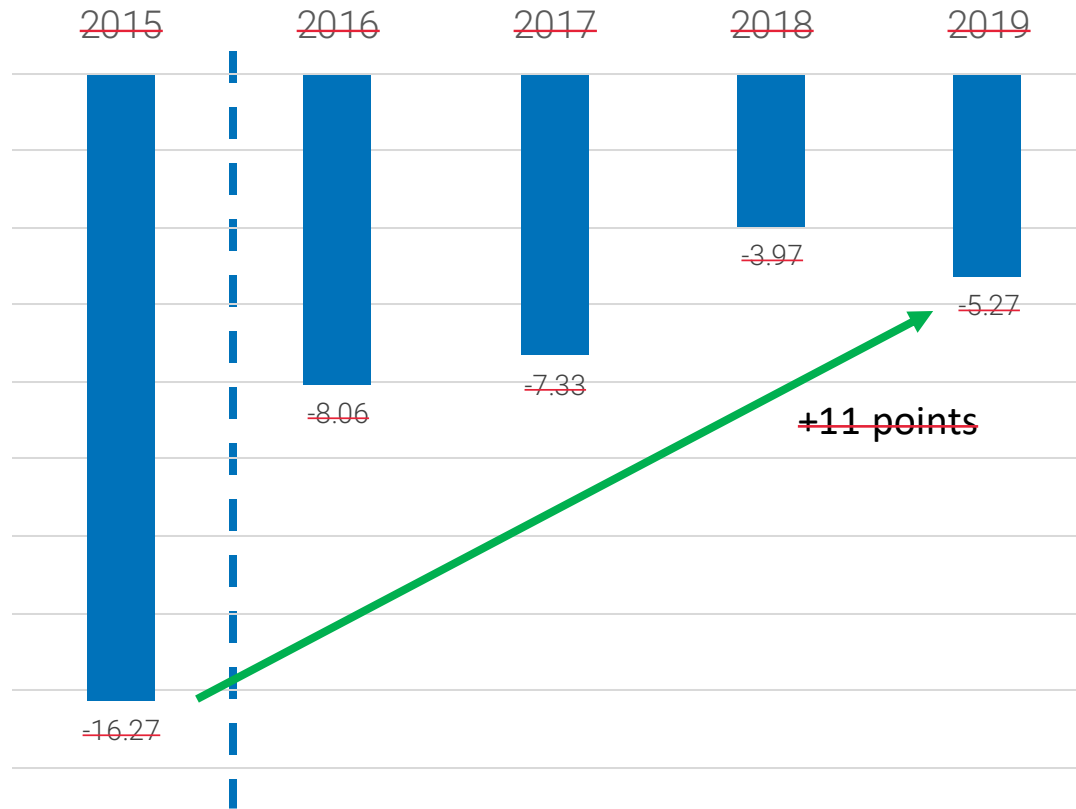
- Calculate the GPA of the Accel school portfolio and the GPA of the school district portfolio (removing community schools from the district calculation) based on the report card grade for Value-Added; the difference between the two is the GPA Differential

- **Value Added (VA) Differential**

- Calculate the average difference between Accel schools VA and district VA (removing community schools from the district calculation)

Improvement in Former White Hat B+M Schools Now Under Accel Management

Differential Between White Hat PI and District PI by Year



Since being taken over by Accel, these schools improved +11 points

Note: Being higher than the district does not necessarily reflect school performance, as demographics differences between the district portfolio and the community school network could be significant. However, comparing over time is likely more valid as the demographic difference probably does not change substantially over time.

~~The White Hat Turnaround Was Exemplary~~

~~Value Added Grade~~

	Prior to Accel		Under Accel		
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Broadway	F	C	A	C	B
Chapelside	F	F	D	D	C
East	D	F	A	A	A
Lincoln Park	F	F	C	A	A
Northcoast	C	F	A	A	A
Northwest	F	F	A	A	A
Riverside	C	F	A	A	C
University	C	F	A	A	A
West Park	F	F	C	B	A

~~Average GPA
increased from
0.875 to 3.375~~

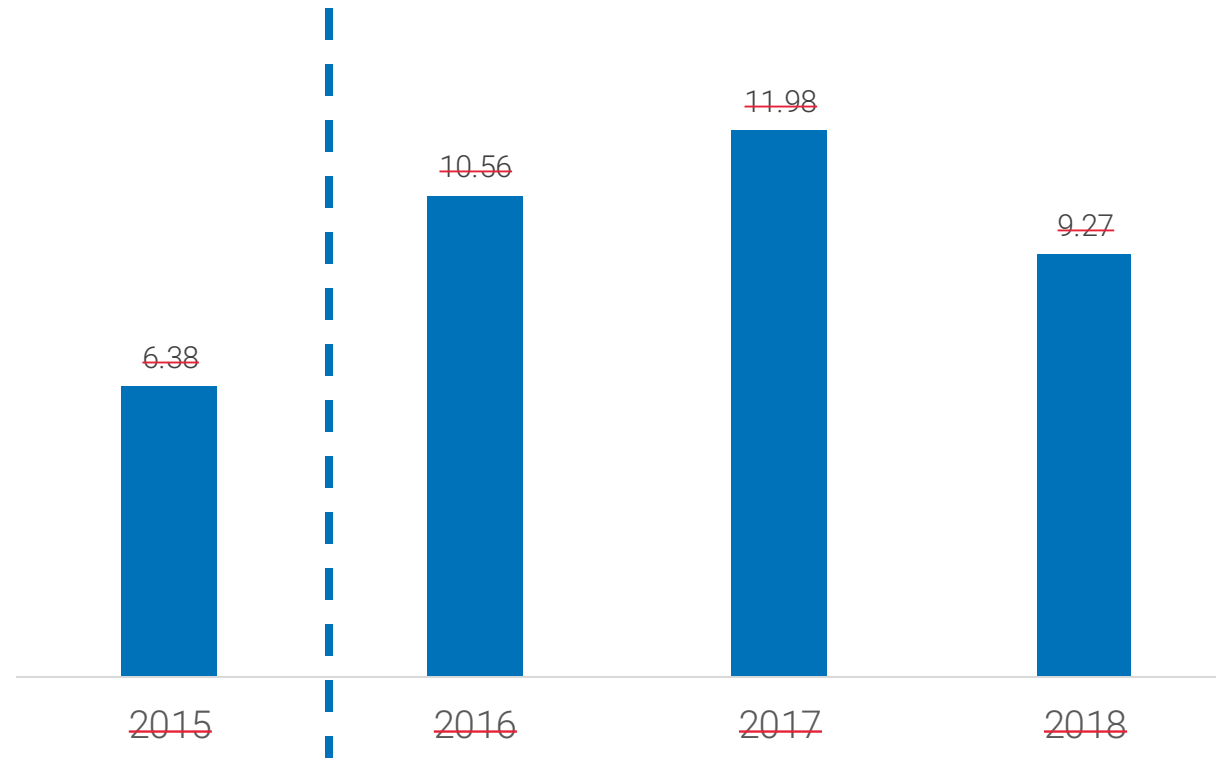
~~*Source: ODE Reports: "School Report Card Database" 2018, "Report Card Archives"~~

Former Mosaica School Performance Under Accel Management

Former Mosaica Schools outperform their corresponding districts on the Performance Index.

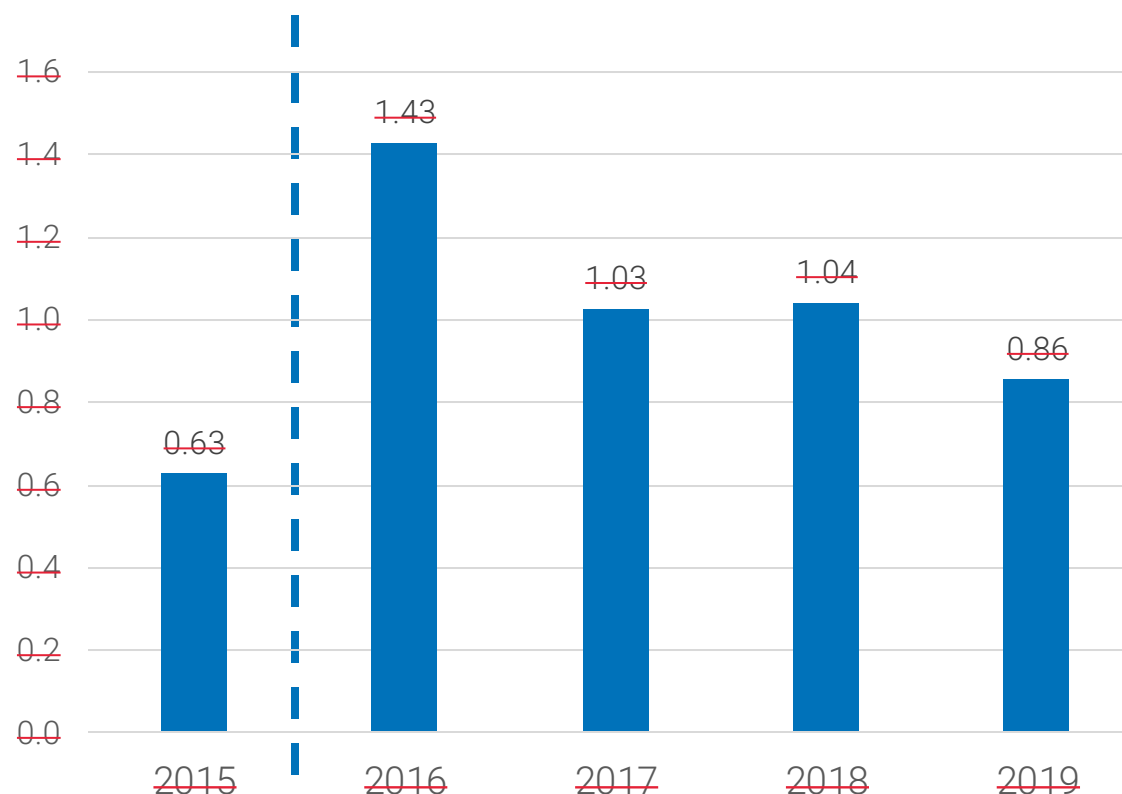
The improvement occurred while also curing financial insolvency.

Differential Between Mosaica PI and District PI by Year



~~Former Mosaica Schools Value-Added GPA Improvement vs. District~~

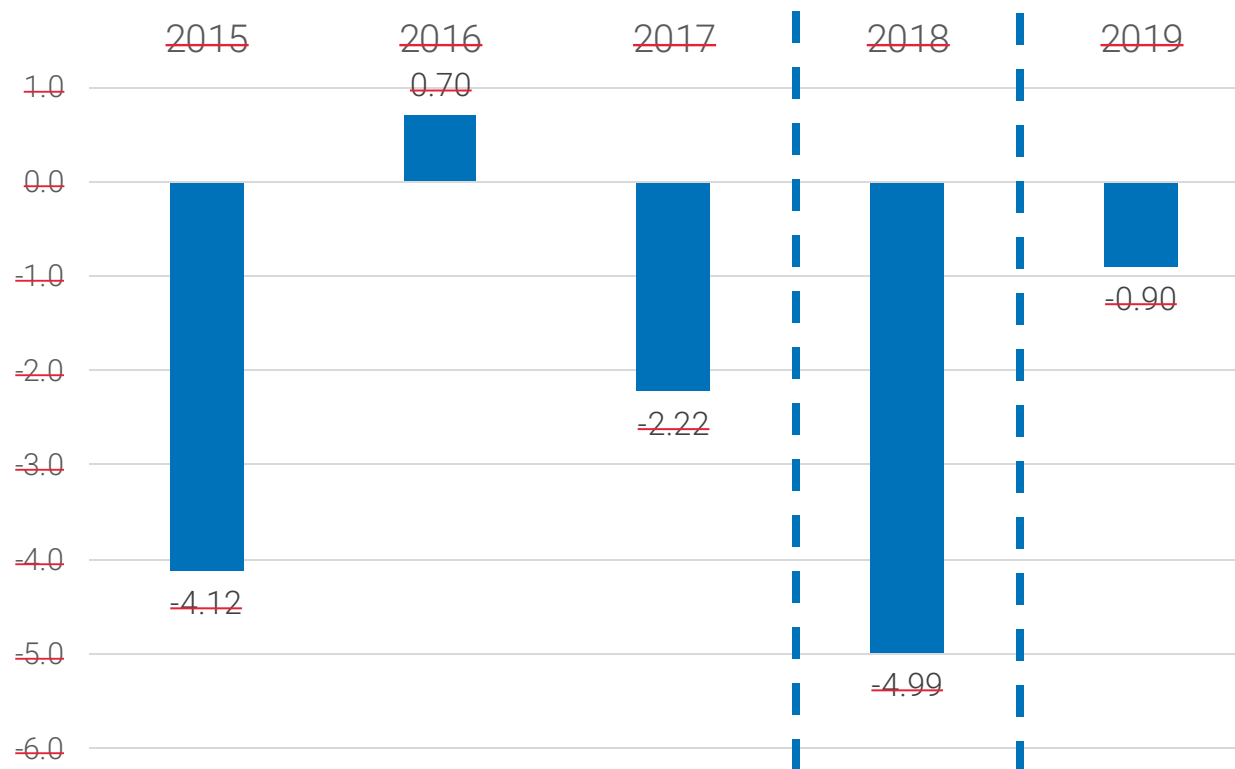
~~Differential Between Mosaica Schools "GPA" and District "GPA"~~



~~Improvements made at the same time as curing their financial insolvency.~~

Former ICAN Schools PI Differential Improvement Under Accel Management

Differential Between ICAN PI and District PI by Year

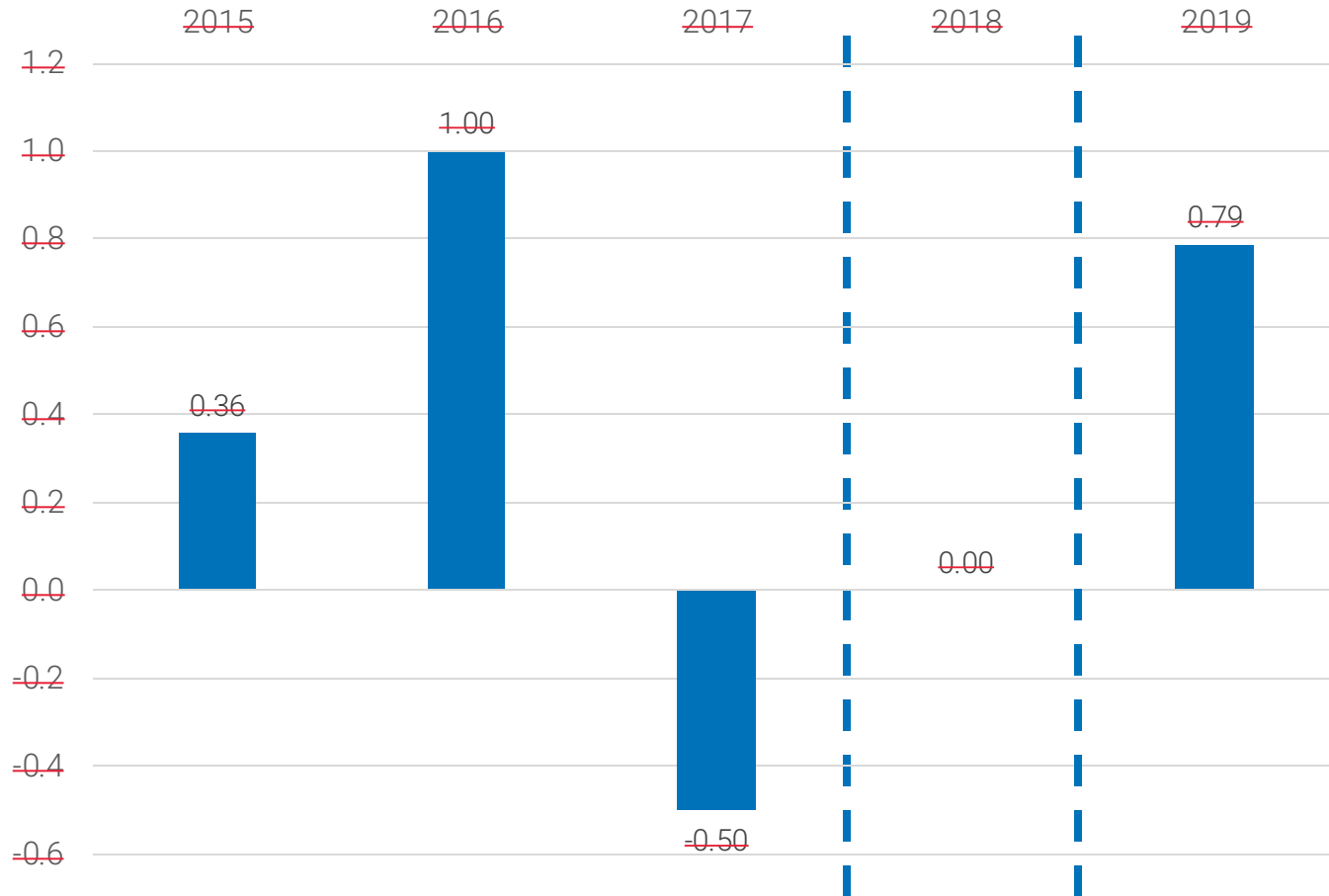


Again, done at the same time as curing their financial insolvency.

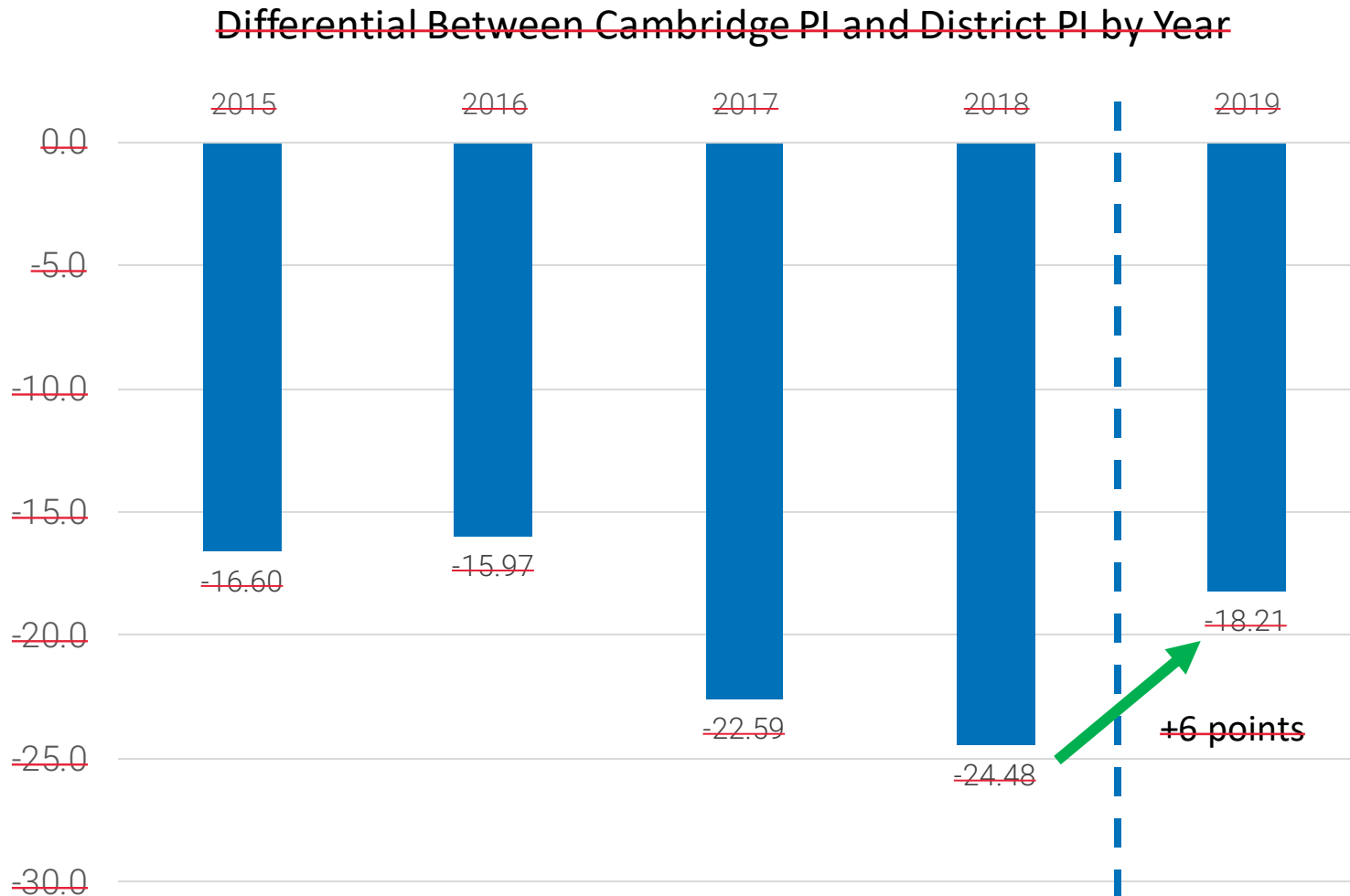
Former ICAN Schools Value-Added GPA than vs District Schools 2019

Resulted in a
+1.29 VA GPA
improvement
in 3 years.

Differential Between ICAN Schools and District GPA by Year



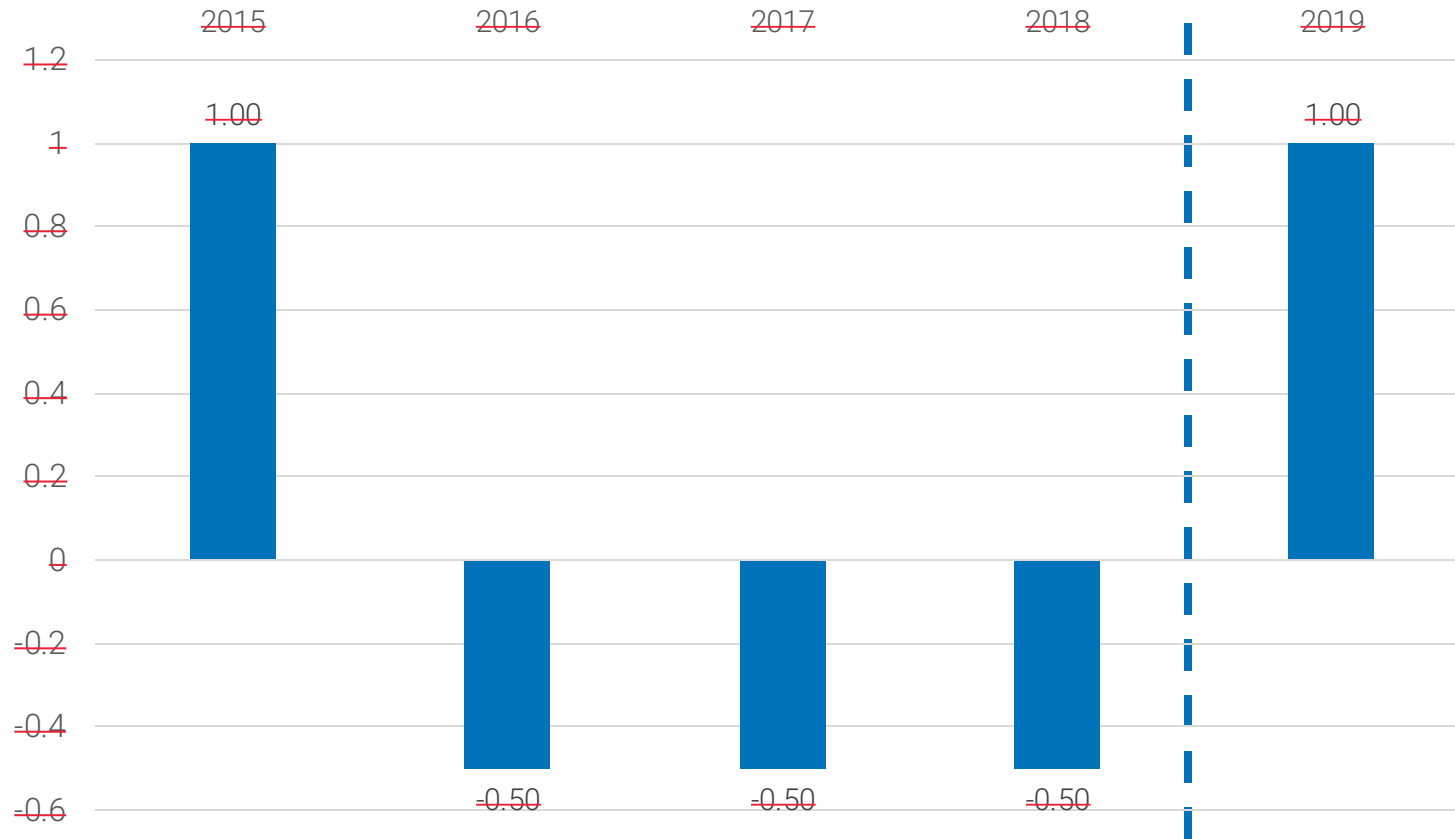
Former Cambridge Schools Improved PI Differential



Accel delivers
results

Former Cambridge Schools Improved Value-Added Differential

Differential Between Cambridge Schools "GPA" and District "GPA" by Year

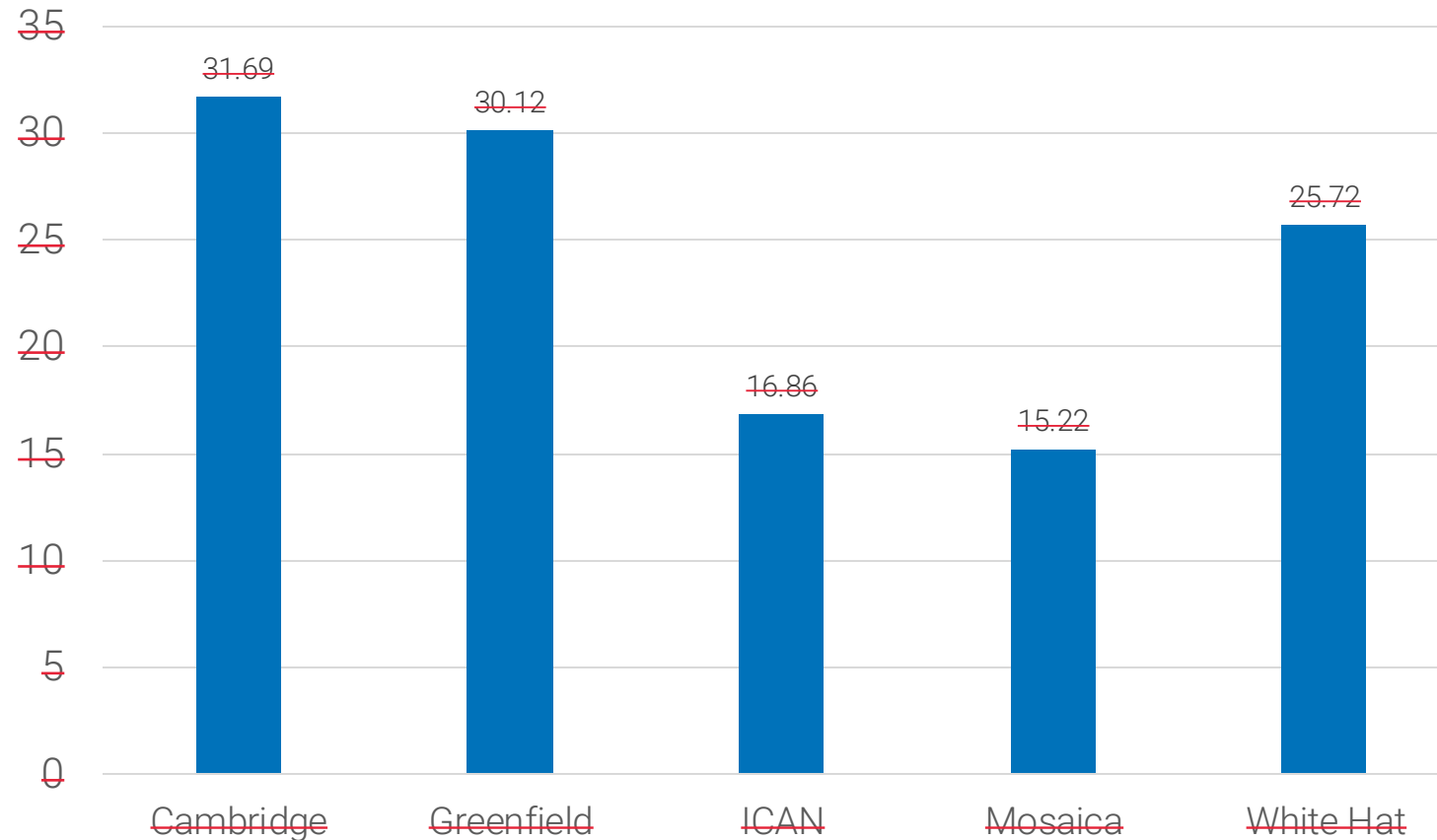


A 1.5 point improvement in VA GPA over prior 3 years

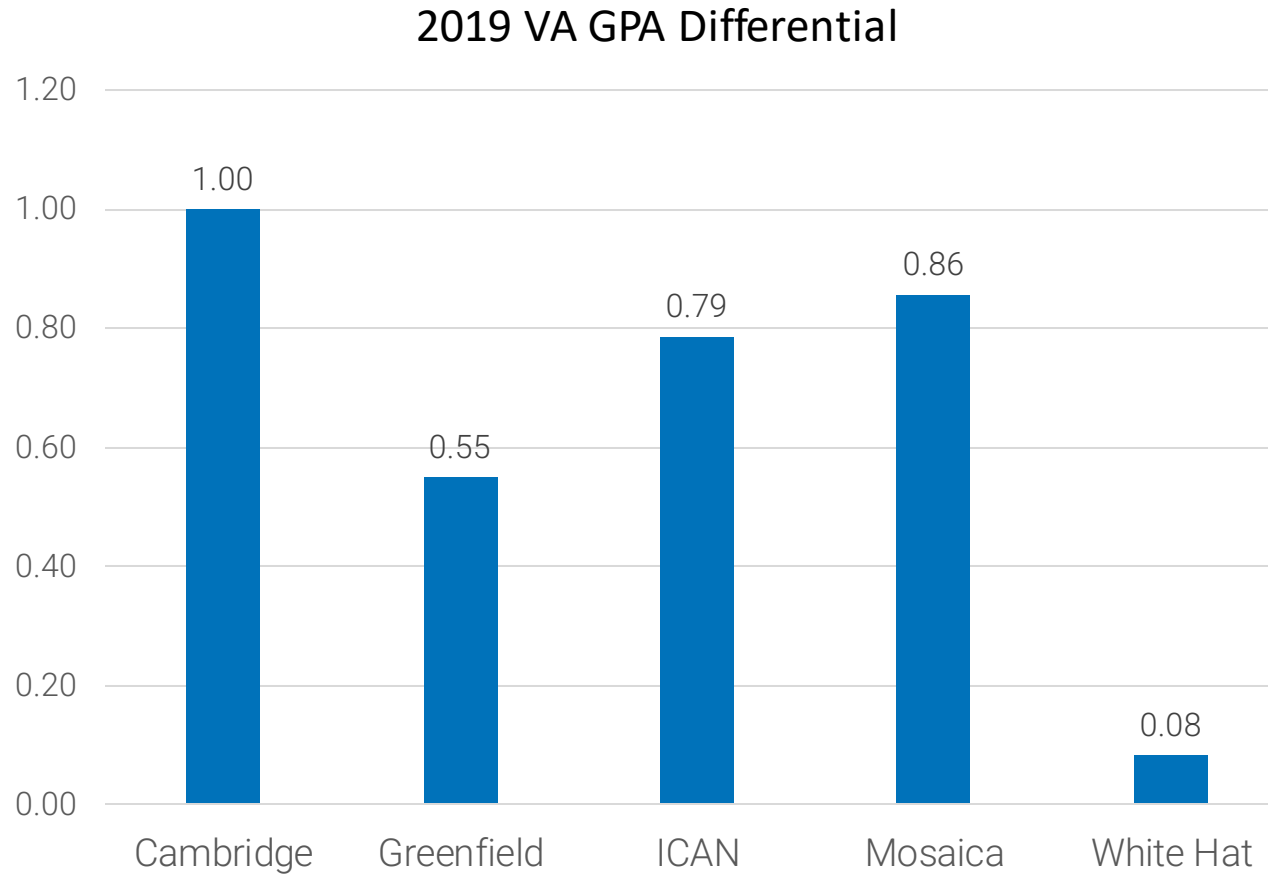
Accel Schools Acquired from Other Networks

Clear,
consistent
performance
improvement

2019 Value-Added Differential Between Accel
and Corresponding District Schools



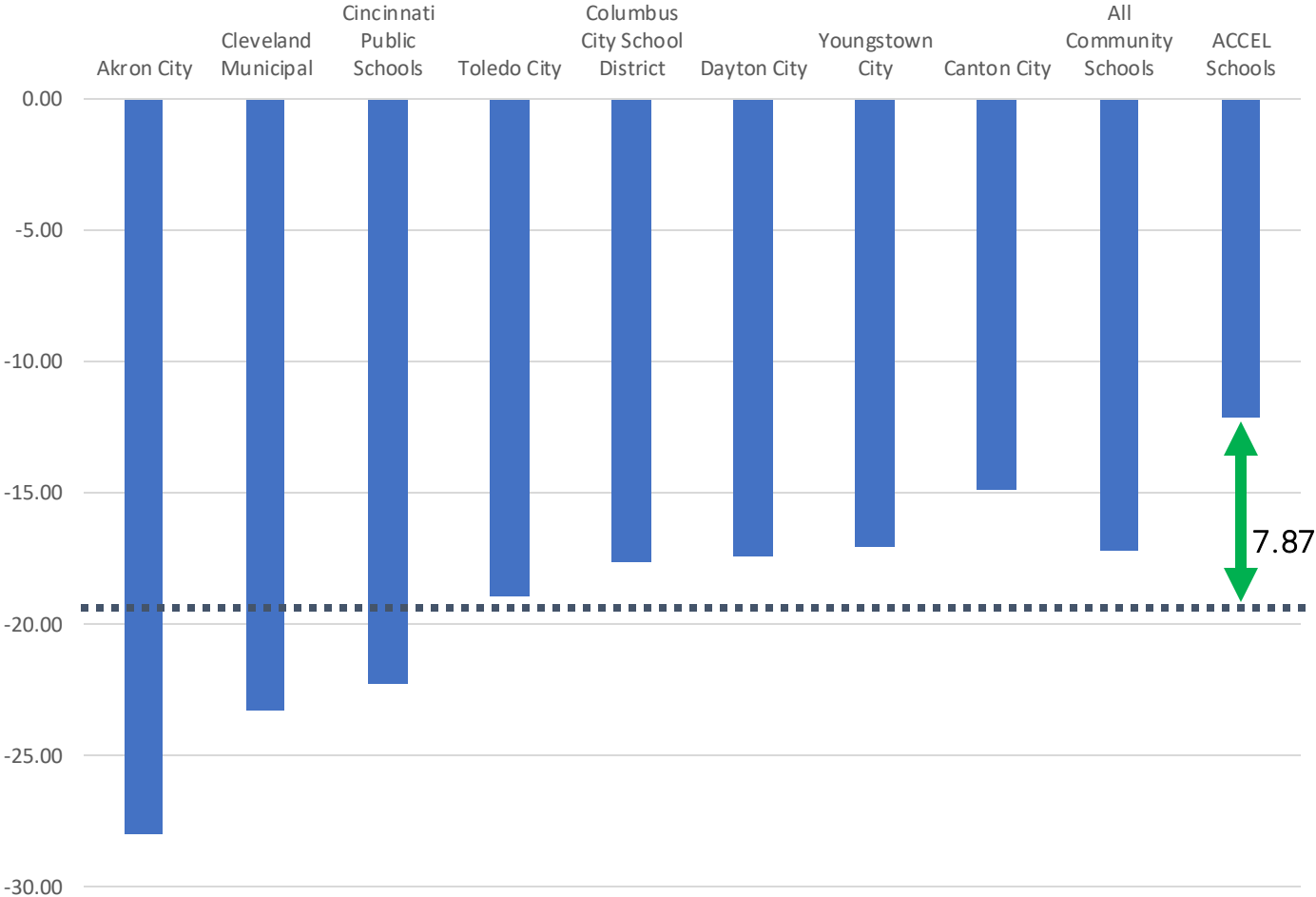
VA GPA Differential Between Accel Networks and Corresponding Districts



The differential is positive for **all networks**. The average differential is by **more than 66%** of a letter grade.

Drop in PI During the Pandemic

Drop in Performance Index from 2018-19 to 2020-21



Most schools experienced a drop in PI during the pandemic.

Accel schools outperformed the Big 8 and other community schools.

Accel schools beat the average by 7.87 points

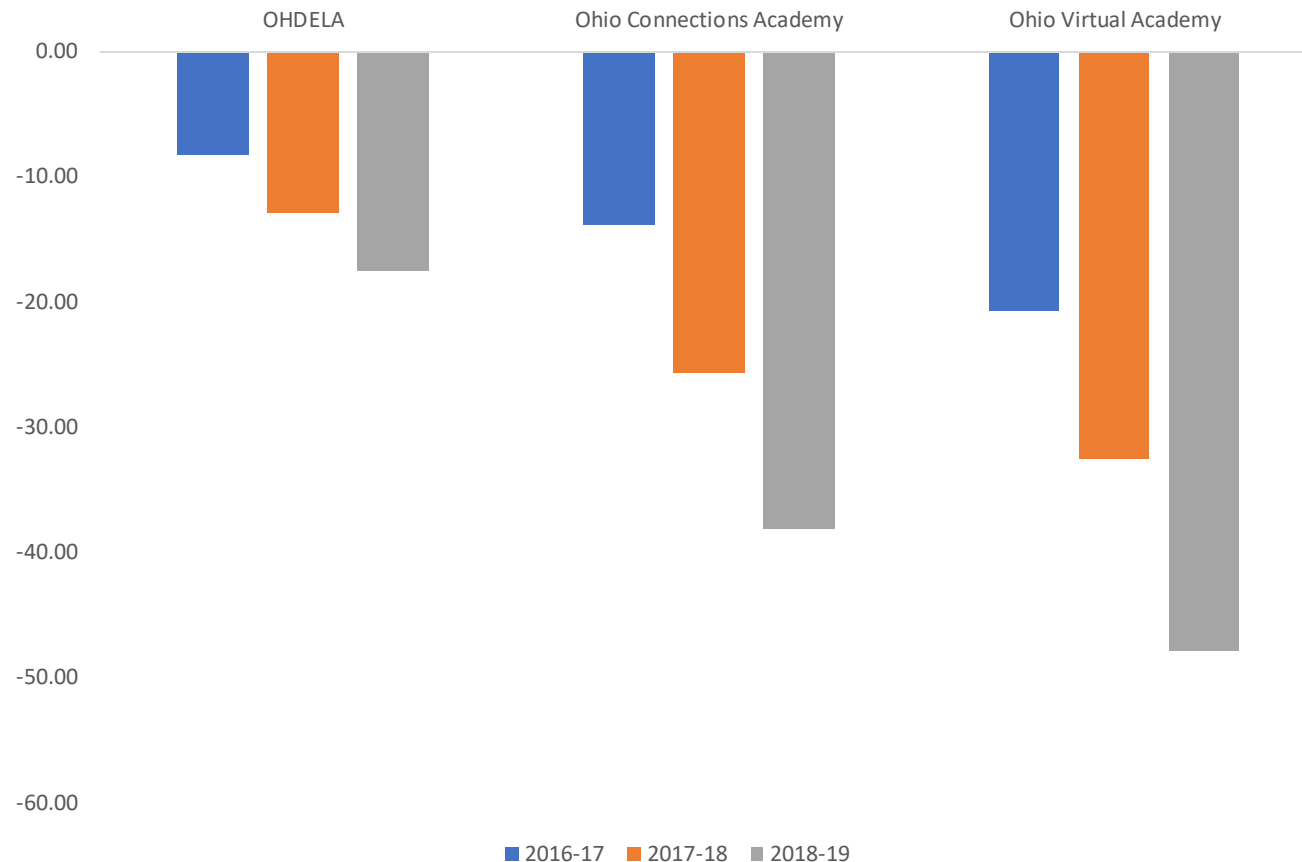
Online School Performance



Accel Performance in Ohio compares favorably with other national operators.

Online Schools Value Added Scores 2016-17 through 2018-19

Value Added Scores for Big 3 Online Schools



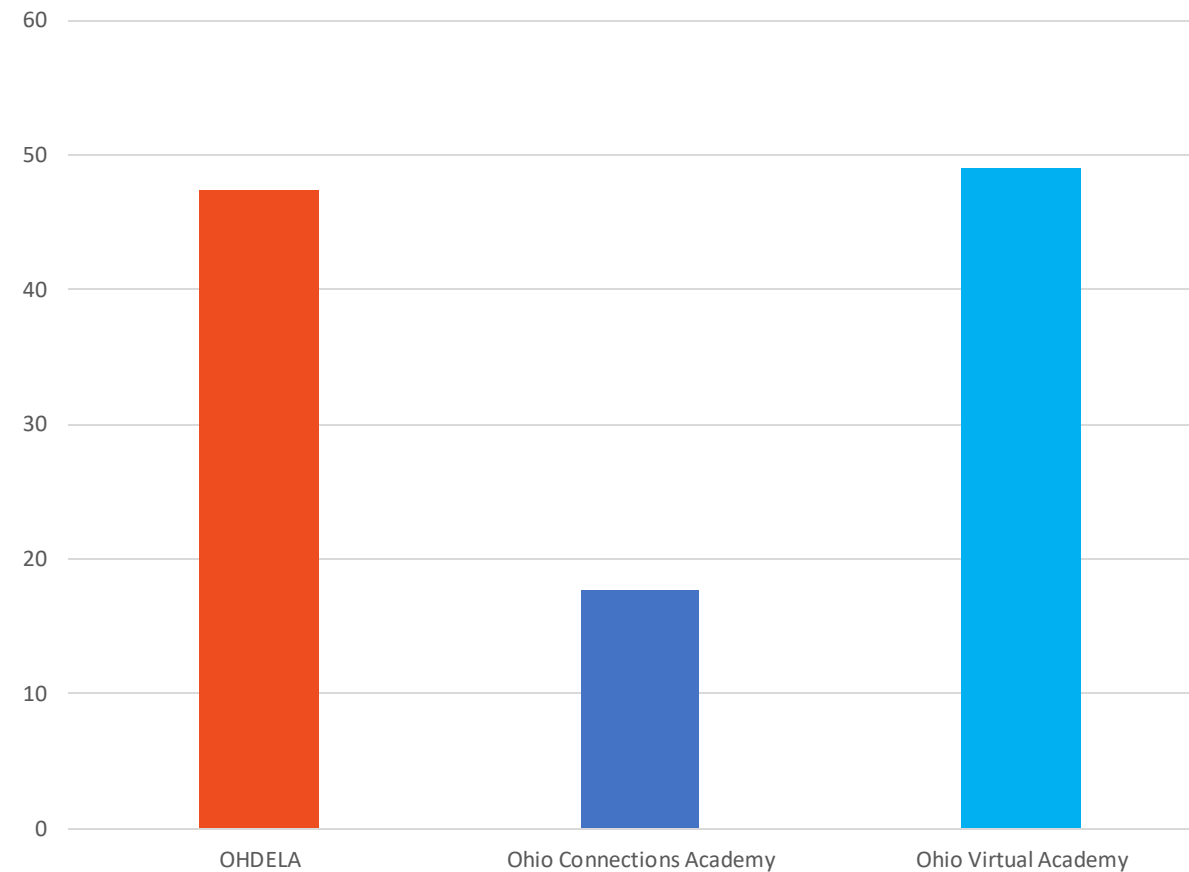
OHDELA had the best performance in each of the three years.

In 2018-19, OHDELA outperformed OCA by **54%** and OVA by **64%**.

Online Schools Performance Index 2020-21

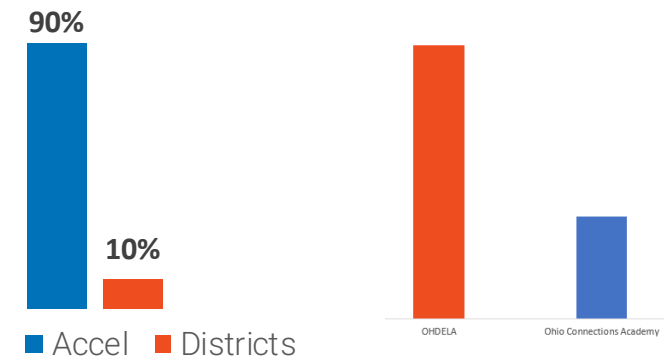
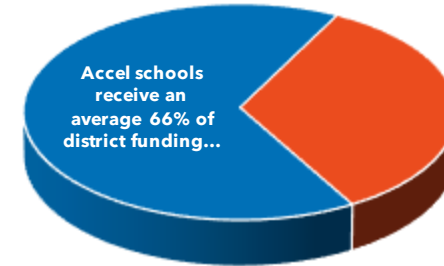
OHDELA
continues
strong
performance

2020-21 Performance Index for Big 3 Online Schools



A Story of Success...

- Consistent improvement across the board
- Strong results, lower funding
- Cleaning financial insolvency
- Best Value-Added online school of the Big 3
- Best or equivalent online academic performance of the Big 3 online providers



...to be continued



ACCEL ONLINE

MEASURING STUDENT GROWTH THROUGH IREADY

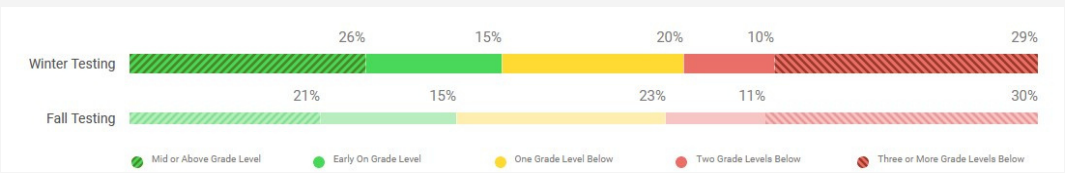
DIAGNOSTIC PROCESS

Students in grades K-12 at ACCEL Schools measure their success three times per year (fall, winter, spring) by taking the iReady diagnostic in reading and math. The i-Ready Diagnostic provides teachers with benchmark data on student learning levels to inform instruction.

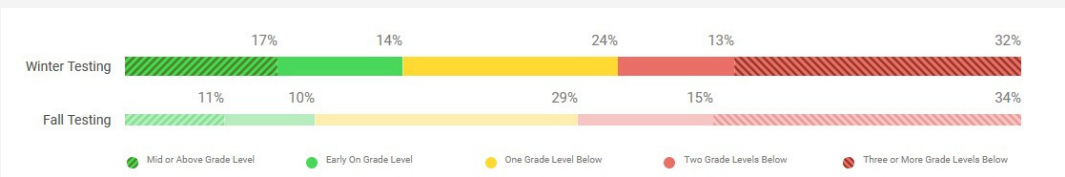
2021-22

Data from students who tested in both fall and winter shows that there was an increase in students who were on grade level or higher, and a decrease in students below grade level

READING GROWTH FROM FALL TO WINTER (2021-22)

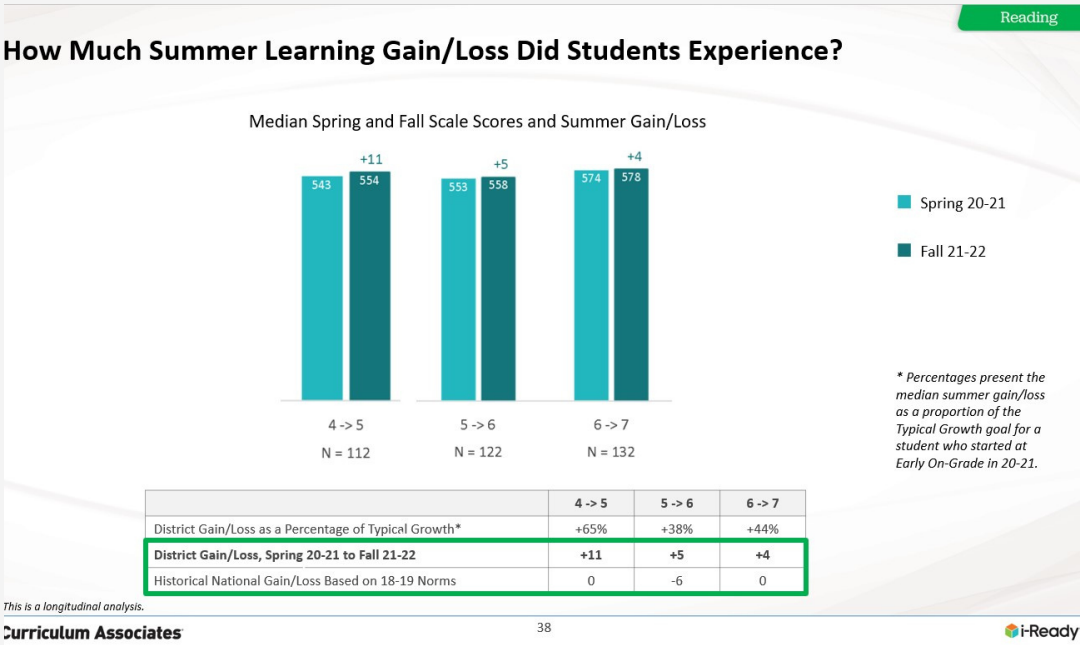


MATH GROWTH FROM FALL TO WINTER (2021-22)



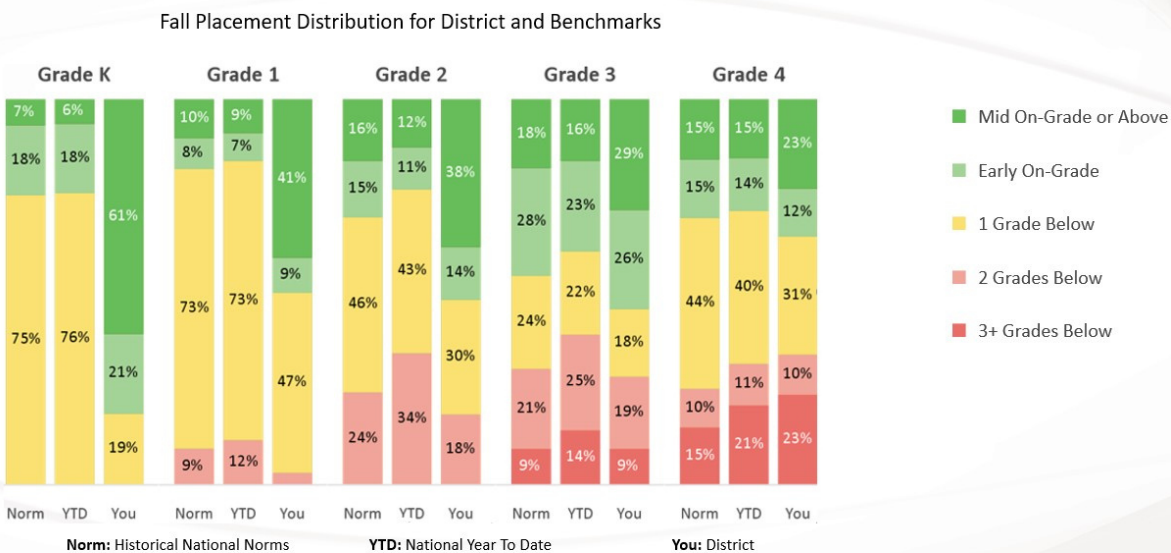
SUMMER GROWTH

ACCEL students made gains in reading over the summer, compared with typical summer learning losses, demonstrating retention of learning.



LITERACY

How Do the District's Relative Placements Compare to the Benchmarks?



Our reading screening tool, the iReady reading diagnostic, supports explicit, systematic, and evidence-based literacy instruction. Accel Online students placed higher than the national norms and year-to-date scores for Fall 2021 in grades K-4.

Reading	Winter 2022 (11/16-3/1)	Fall 2021 9/1- 11/15	% Increase from Fall to Winter
OHDELA	64%	57%	12%
MOS	70%	68%	3%
Indiana	79%	51%	55%
Lucerne	66%	43%	53%
Math			
OHDELA	62%	53%	17%
MOS	69%	67%	3%
Indiana	78%	52%	50%
Lucerne	66%	42%	57%

Appendix H3

Evidence of Board 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

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.

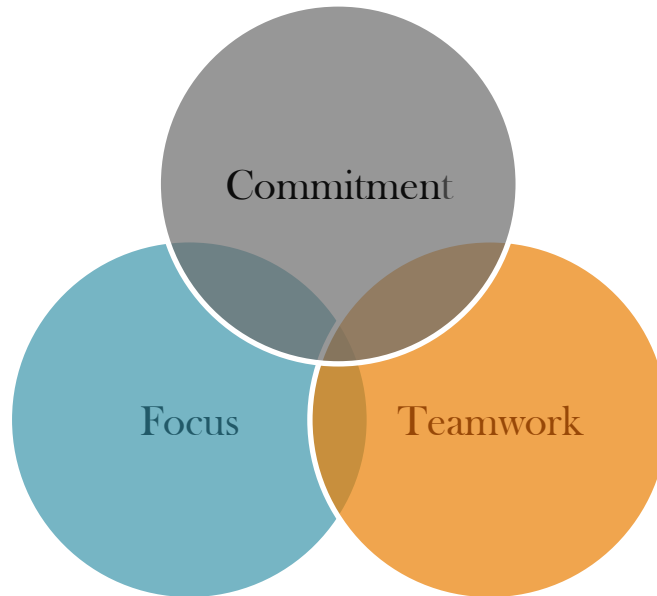
The Board's Relationship with the School Leader

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 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.
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?"
"Are there any board members who have been frequently absent? How do we want to handle these situations?"
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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State of Idaho Office of Attorney General Lawrence Wasden

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)

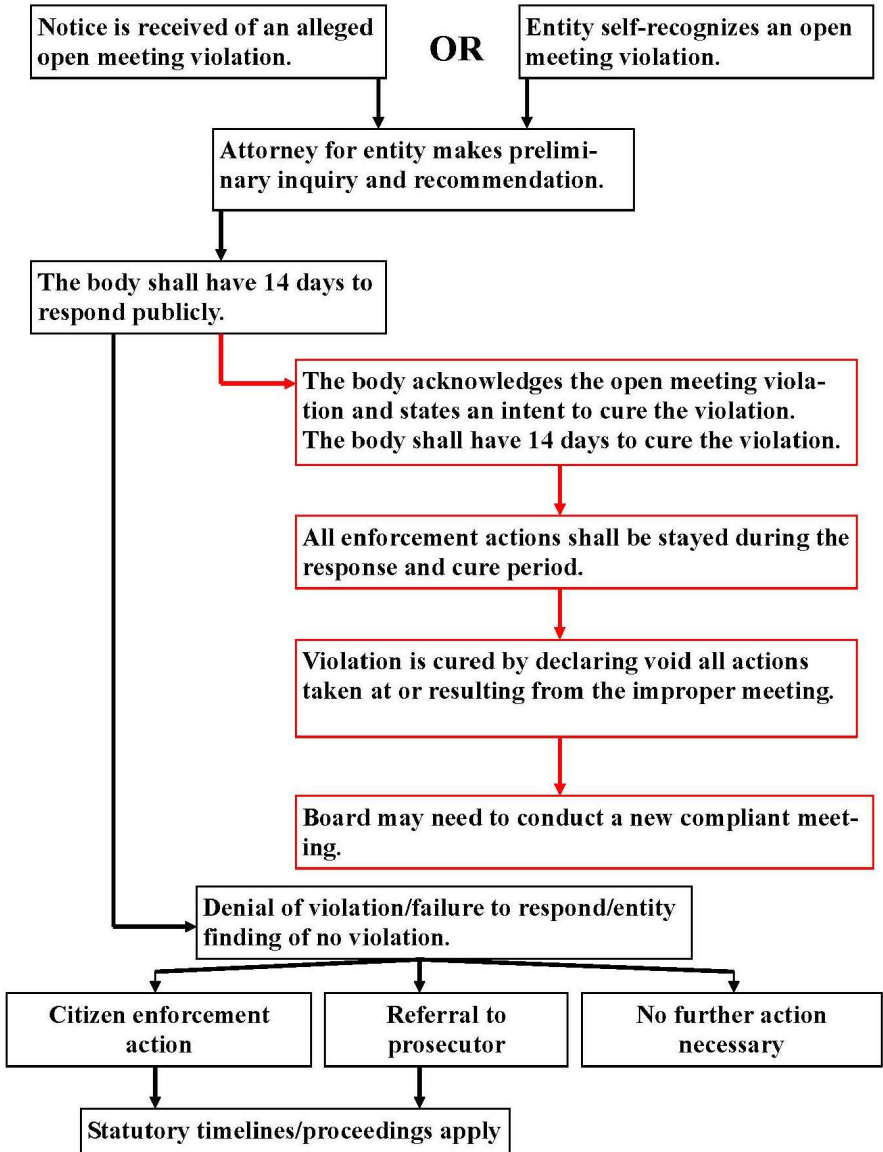
_____, (print name), _____ (print title),
MOVES THAT THIS GOVERNING BODY, PURSUANT TO IDAHO CODE § 74-204,
AMEND THE AGENDA FOR THIS MEETING AS FOLLOWS:

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 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:



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!

V. NOTIFICATION OF FISCAL CONCERN

A. Monticello Montessori Charter School

APPLICABLE STATUTE, RULE, OR POLICY

I.C. §33-5209C(3)

IPCSC Policy, Section VI.E

BACKGROUND

Pursuant to Idaho Code, 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 (SDE) written notification of concern.

DISCUSSION

Monticello Montessori Charter School (MMCS) was originally issued a notification of fiscal concern in June of 2021. IPCSC policy states that notifications of fiscal concern remain in place year-over-year unless the school requests to have it lifted and provides evidence of resolved financial stability by the meeting materials due date for the Commission's June meeting.

MMCS's business manager resigned abruptly in the spring of 2022. The school did not request to have the notification of fiscal concern lifted, and so it has remained by default. The school has since hired a business manager and will have the opportunity to make such a request in June of 2023.

Although notifications remain in effect by default, the Commission has chosen to review each active notification annually as a matter of record.

SPEAKER

Jenn Thompson, IPCSC Director.

IMPACT

A notification of fiscal concern results in the State Department of Education adjusting the school's financial distributions such that funds are distributed equally throughout the year, rather than weighted toward the beginning of the year.

Today's motion creates a record of the Commission's continued concern, but will not result in further impact to the school.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the IPCSC formally maintain the notification of fiscal concern for MMCS for fiscal year 2023.

COMMISSION ACTION

A motion to maintain the notification of fiscal concern for Monticello Montessori Charter School through fiscal year 2023; OR

No action.

VI. ANNUAL PERFORMANCE REPORT REVIEW

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-5209C – re. Enforcement

Idaho Code §33-5209A – re. Framework

Idaho Code §33-5209B(7) – re. Renewals

BACKGROUND

Idaho Code §33-5209C tasks authorized chartering entities with continually monitoring the performance and legal compliance of the public charter schools it oversees, including analyzing data to support ongoing evaluation according to the performance certificate.

Idaho Code §33-5209A requires that performance certificates contain frameworks and that frameworks establish the measures and metrics used to evaluate at least the following: student proficiency, growth, and college and career readiness; board performance and stewardship; and school operations, including finance.

Idaho Code §33-5209B(7) requires authorizers to make renewal decisions based on: the school's performance outcomes on the framework; the school's compliance with applicable laws, rules, policies, and regulations and the terms of its performance certificate (operational contract); and the school's annual financial audit.

Idaho Code §33-5209B(4) requires that, as part of the renewal process, authorizers provide opportunity for each school to present additional evidence, beyond the data contained in the performance report, supporting its case for charter renewal and to describe improvements undertaken or planned by the school.

In 2020, Senate Bill 1192 removed the IPCSC's ability to include "mission specific goals" in any school's performance framework.

DISCUSSION

The IPCSC authorizes 63 schools, 8 of which offer both regular education and alternative education academic programs. In April, various commissioners expressed interest in better understanding how well the recently revised framework measures are reflecting the performance of individual schools.

In an effort to provide Commissioners opportunity to review the data used to inform the IPCSC's annual performance reports at an individual school level outside of any need to make a renewal decision, a rotating review schedule has been adopted.

The goal of this agenda item is to provide a platform for a Commission discussion of demographics, outcomes, and comparison groups at a data-specific level rather than at an anecdotal or more generalized level.

Staff will review the slide deck included in these materials.

Schools are not expected to be present for this agenda item. However, the Commission's discussion may generate interest in inviting some schools (particularly those with unique student populations) to address the Commission at a future meeting.

If the Commission so chooses, individual schools will be invited to address a list of specific questions at the Commission's next scheduled meeting.

SPEAKER

Program Managers, Melissa-Jo Rivera and Jared Dawson

IMPACT

Information Only.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no recommendations or comments.

COMMISSION ACTION

No action.

Monticello Montessori Charter School



MMCS Performance FY 21 Annual Report Snapshot

- IPCSC approved to waive Academic Ratings for the 2019-2020 & 2020-2021.
- IPCSC approved to waive Financial Outcome ratings for the 2020-2021 school year.
- MMCS amended its performance certificate in 2021 to transition to the revised framework.
- The school has completed year (2) on the revised framework

ACADEMIC OUTCOMES:	
Math Proficiency	31%
Math Growth	Data Not Available for 2020-2021
ELA Proficiency	39%
ELA Growth	Data Not Available for 2020-2021
Literacy Proficiency	FALL IRI: 43% SPRING IRI: 47%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	Approaches Standard
Governance Oversight	Approaches Standard
Governance Compliance	Does Not Meet Standard

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	Does Not Meet Standard
Data Security/Transparency	Does Not Meet Standard
Facility & Services	Exceeds Standard
Operational Compliance	Does Not Meet Standard

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
---------------	---------------------------	------------------------	----------------	------------------	---------------------------

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	1.93
Unrestricted Days Cash	34
Default	None
Enrollment Variance	89.78%

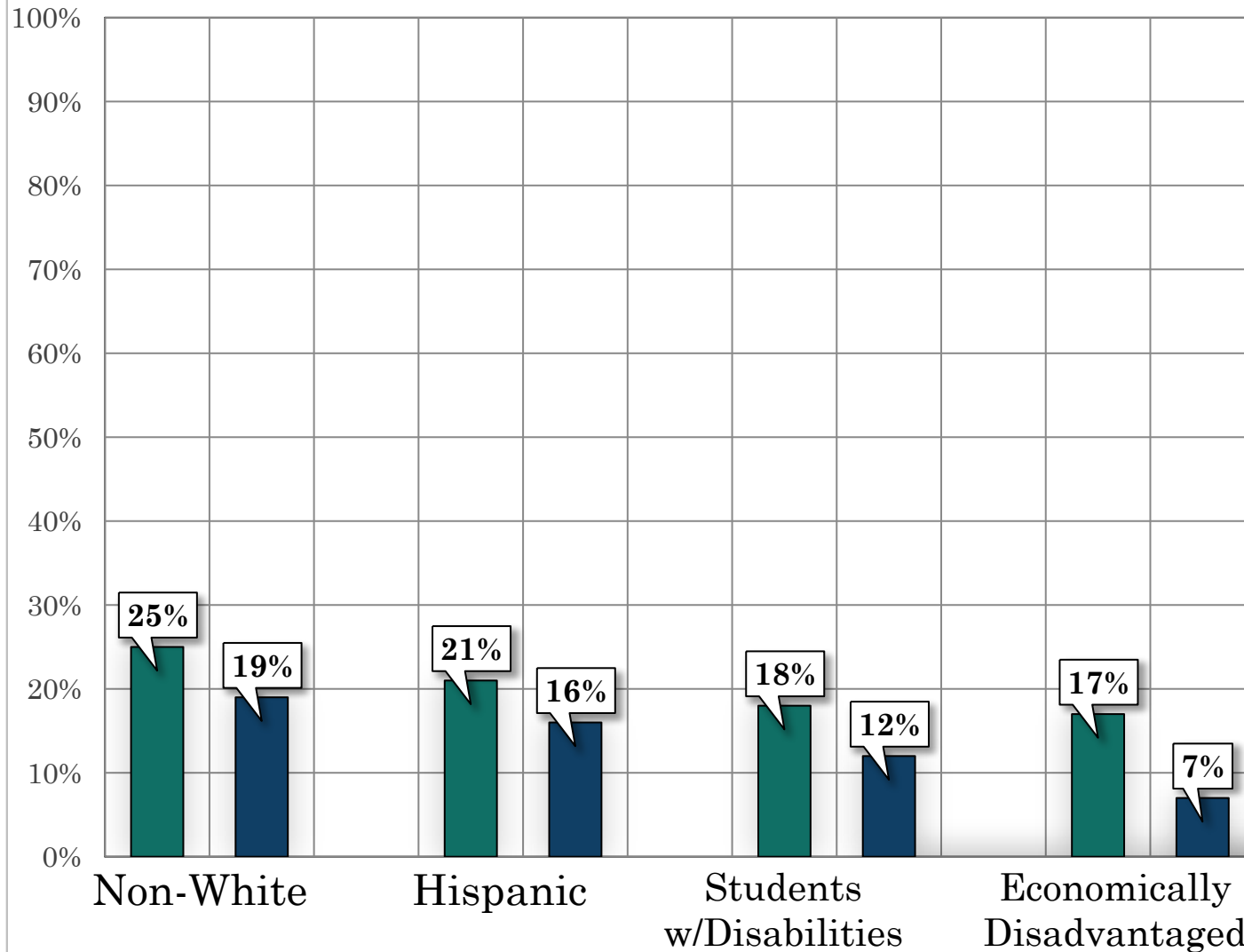
FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin	TM: 5.39%
3 Yr. Aggregate Margin	3YR: 5.99%
Cash Flow	CF: -\$42,133
Multi-Year Cash Flow	MY: \$41,346
Debt Service Coverage Ratio	1.10
Debt Asset Ratio	1.03
Financial Compliance	Notification of Fiscal Concern

Monticello Montessori Charter School Comparison Group



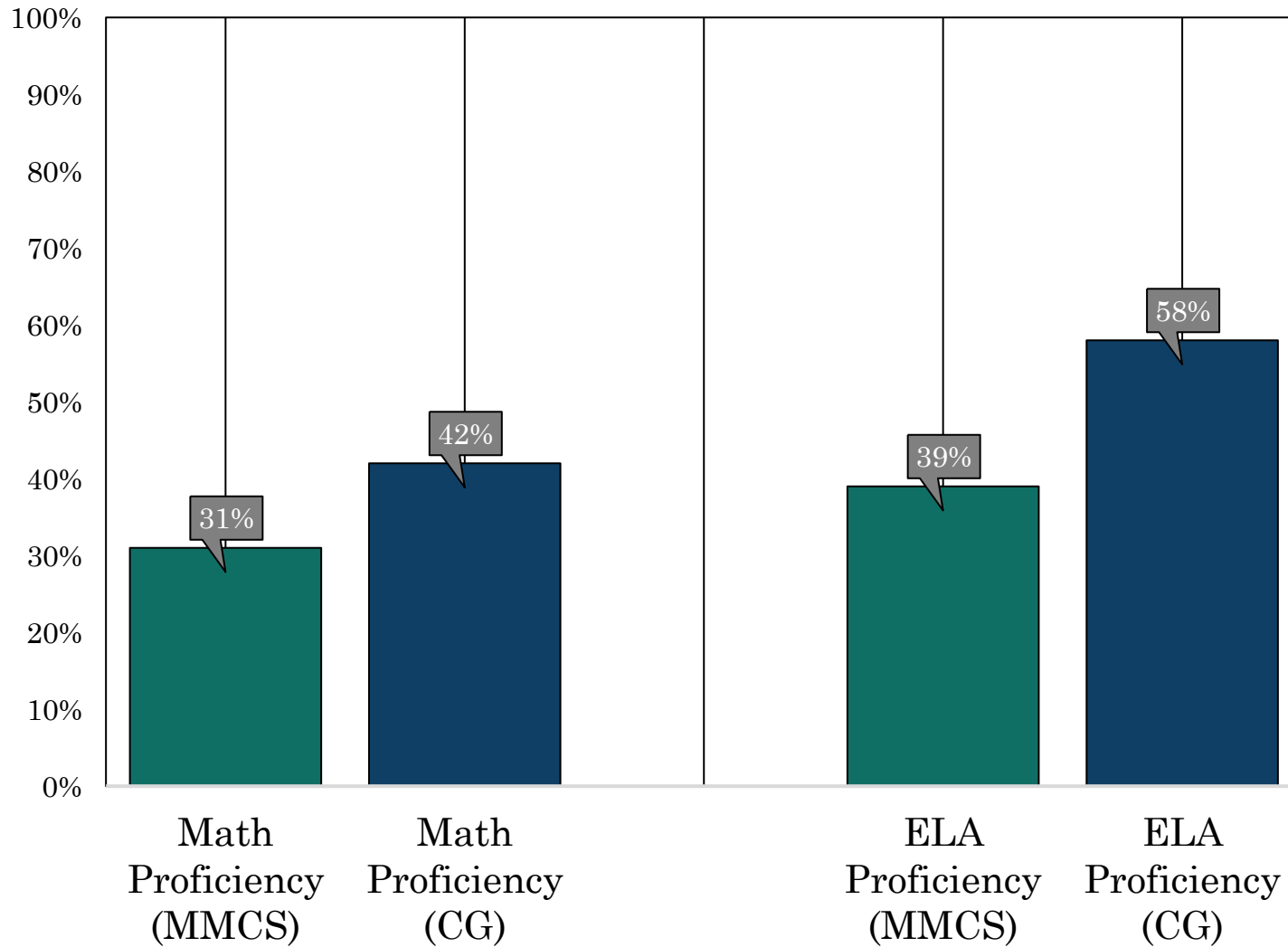
- Schools/districts included in a comparison group are based off similar school/district demographics.
- School and district demographic data is compiled from the State Department of Education reporting.

MMCS & Comparison Group Demographic Comparison FY21



- Demographic data is pulled from SDE Reporting
- The school's ability to meet standard is evaluated against their comparison group outcomes.
- KEY:
 - MMCS
 - COMPARISON GROUP

MONTICELLO MONTESSORI CHARTER SCHOOL FY21 ACADEMIC OUTCOMES Comparison



COMPARISON GROUP (CG): BONNEVILLE DISTRICT 93

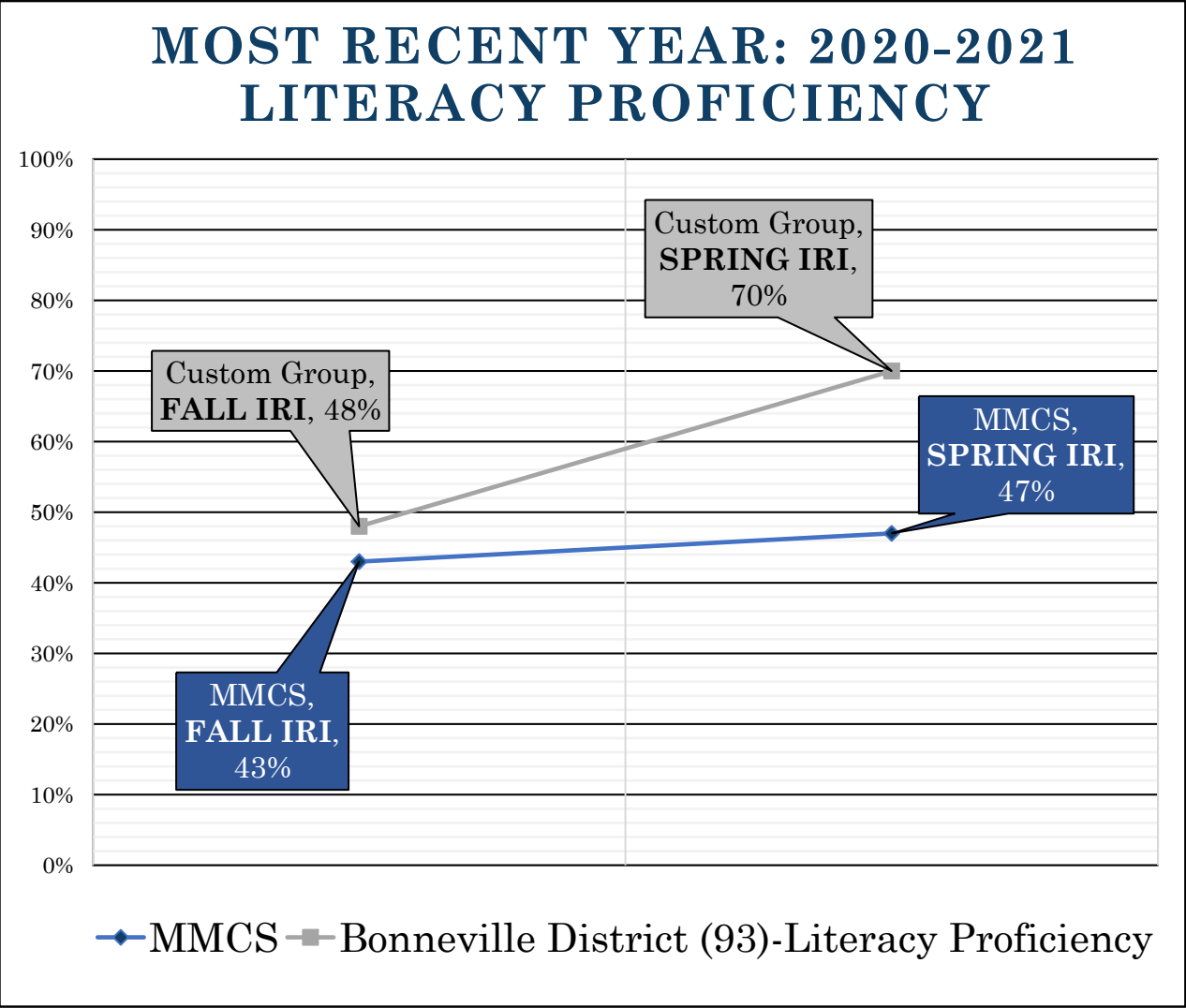
- Math & ELA Growth data not available for 2020-2021.

- **KEY:**

MMCS = Monticello Montessori Charter School

CG = Comparison Group

MONTICELLO MONTESSORI CHARTER SCHOOL
FY21 ACADEMIC OUTCOMES COMPARISON



- Students complete the statewide literacy assessment in the Fall and in the Spring.

Monticello Montessori Charter School

Current Performance Certificate Term

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
------------------	---------------------------	------------------------	-------------------	---------------------	------------------------------

Historical Framework: Annual Outcomes 2018-2020

Year	2018-2019	2019-2020
Academic	REMEDATION	Not Rated for 2019-2020
Operations	HONOR	HONOR
Finance	GOOD STANDING	HONOR

(Current) Revised Framework: Annual Outcomes 2020-2021

Longitudinal Outcomes | Academic

YEAR	Math Proficiency	Math Growth	ELA Proficiency	ELA Growth	Literacy	College & Career Readiness
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

Longitudinal Outcomes | Operations

YEAR	Governance Structure	Governance Oversight	Governance Compliance	Student Services	Facility & Services	Data Security Informational Transparency	Operational Compliance
2020-2021	APPROACHES STANDARD	APPROACHES STANDARD	DOES NOT MEET STANDARD	DOES NOT MEET STANDARD	EXCEEDS STANDARD	DOES NOT MEET STANDARD	DOES NOT MEET STANDARD

Longitudinal Outcomes | Financial

YEAR	Current Ratio	Unrestricted Days Cash	Default	Enrollment Variance	Total Margin	Cash Flow	Debt to Service Coverage Ratio	Debt to Asset Ratio	Financial Compliance
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

*The school completed a minor amendment mid-term to transition to the IPCSC’s revised framework in 2020. Historical data is included to provide all annual outcomes of the school’s current performance certificate.

Project Impact STEM Academy



Project Impact STEM Academy FY 21 Annual Report Snapshot

- IPCSC approved to waive Academic Ratings for the 2019-2020 & 2020-2021.
- IPCSC approved to waive Financial Outcome ratings for the 2020-2021 school year.
- PI STEM amended its performance certificate in 2020 to transition to the revised framework.
- The school has completed year (2) on the revised framework

ACADEMIC OUTCOMES:	
Math Proficiency	48%
Math Growth	Data Not Available for 2020-2021
ELA Proficiency	50%
ELA Growth	Data Not Available for 2020-2021
Literacy Proficiency	FALL IRI: 49% SPRING IRI: 52%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	MEETS STANDARD
Governance Oversight	MEETS STANDARD
Governance Compliance	MEETS STANDARD

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	MEETS STANDARD
Data Security/Transparency	MEETS STANDARD
Facility & Services	MEETS STANDARD
Operational Compliance	MEETS STANDARD

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	2.41
Unrestricted Days Cash	41
Default	None
Enrollment Variance	79.51%

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin	TM: 1.83%
3 Yr. Aggregate Margin	3YR: 2.73%
Cash Flow	CF: -\$25,958
Multi-Year Cash Flow	MY: \$120,213
Debt Service Coverage Ratio	1.19
Debt Asset Ratio	.65
Financial Compliance	Not Rated for 2020-2021

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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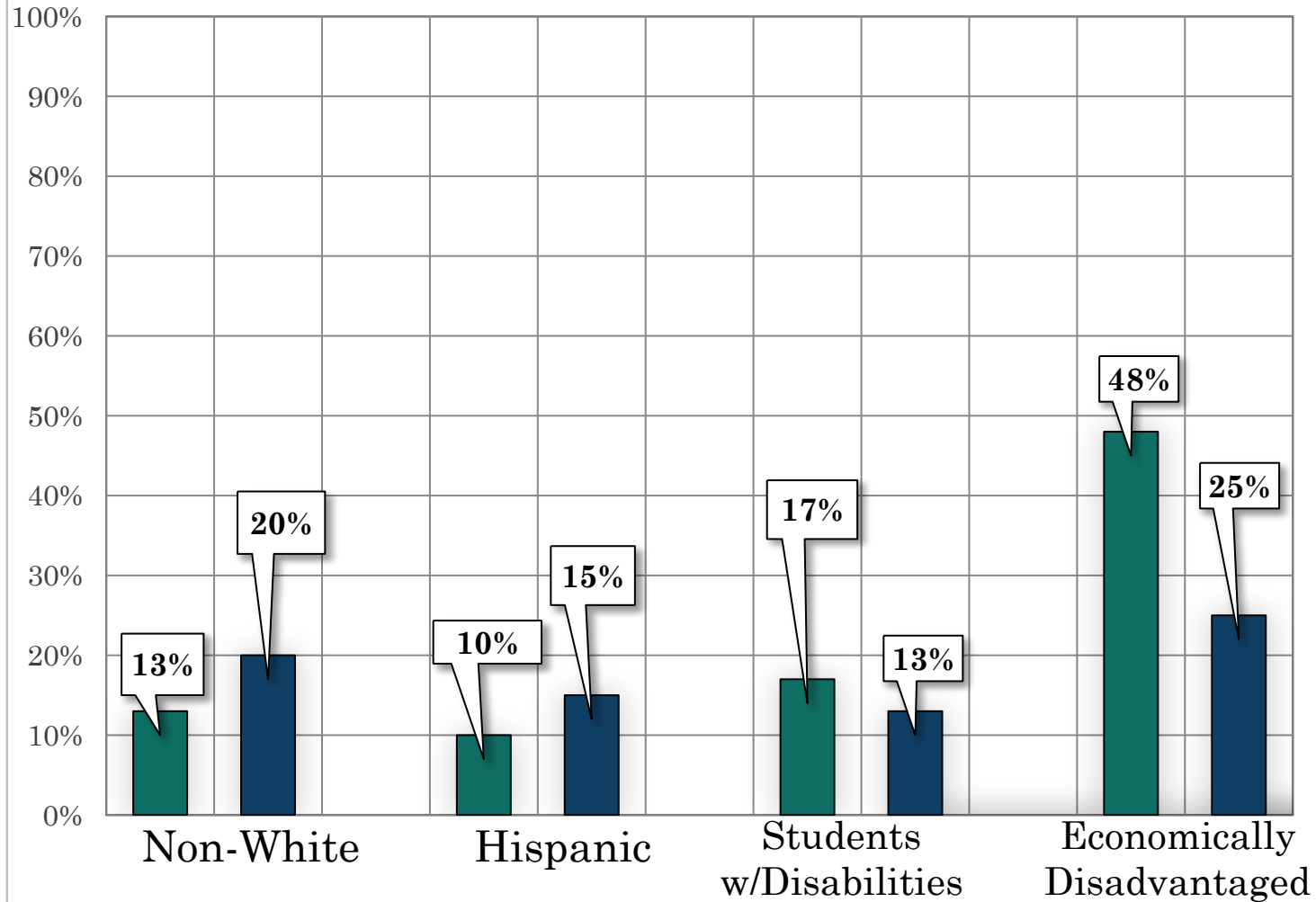
Project Impact STEM Academy Comparison Group



■ Kuna School District (003)

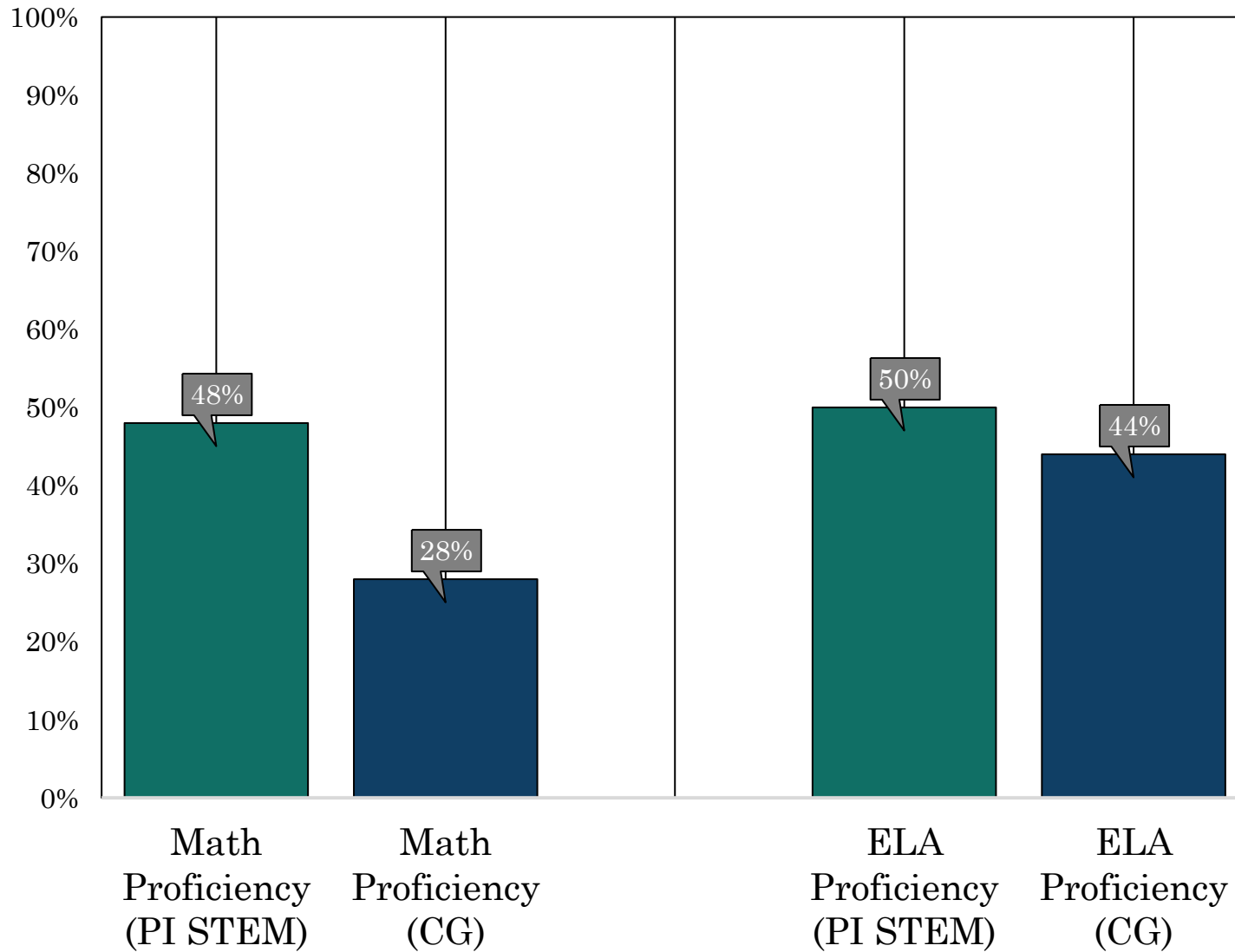
- Schools/districts included in a comparison group are based off similar school/district demographics.
- School and district demographic data is compiled from the State Department of Education reporting.

PI STEM & Comparison Group Demographic Comparison FY21



- Demographic data is pulled from SDE Reporting
- The school's ability to meet standard is evaluated against their comparison group outcomes.
- KEY:
 - PISTEM
 - COMPARISON GROUP

PROJECT IMPACT STEM ACADEMY FY21 ACADEMIC OUTCOMES Comparison



COMPARISON GROUP (CG):

- KUNA SCHOOL DISTRICT

- Math & ELA Growth data not available for 2020-2021.

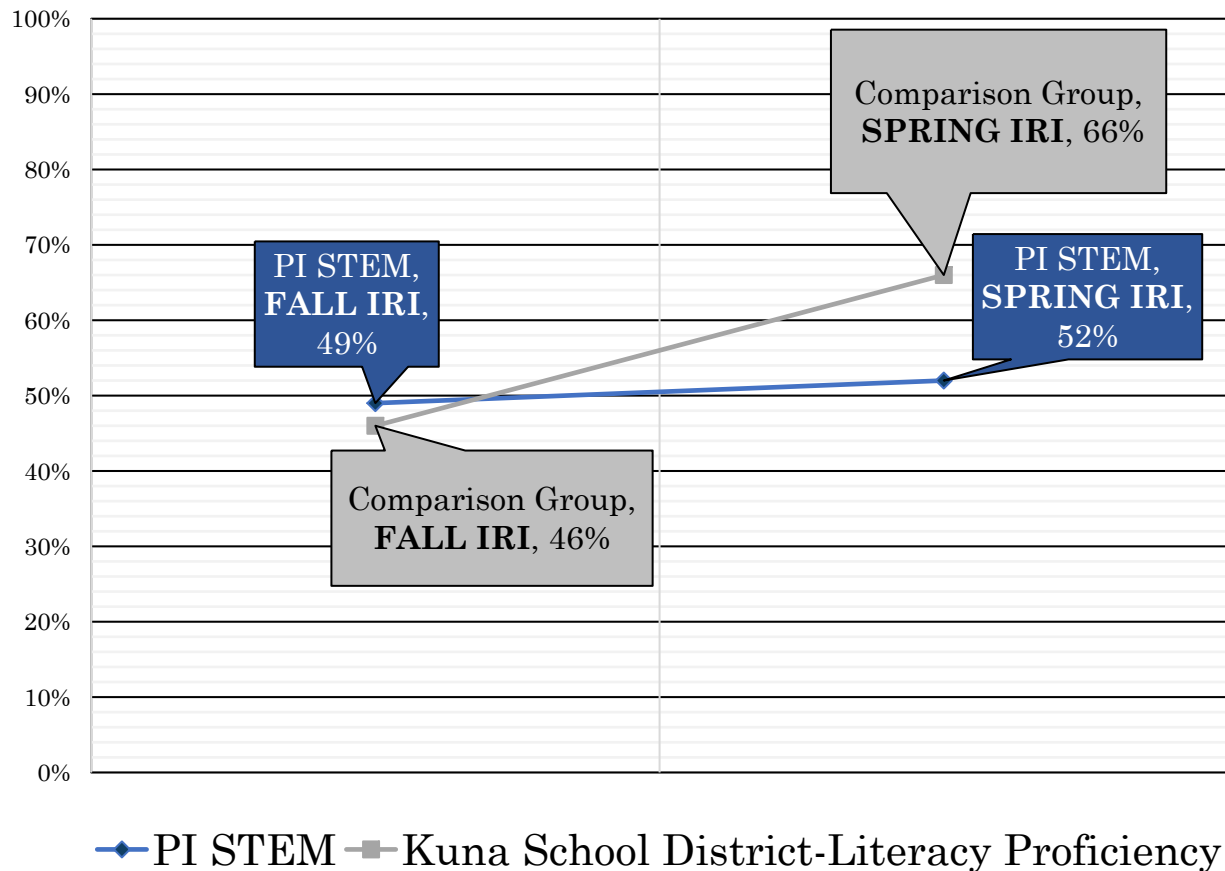
KEY

PISTEM = Project Impact STEM Academy

CG = Comparison Group

PROJECT IMPACT STEM ACADEMY FY21 ACADEMIC OUTCOMES COMPARISON

MOST RECENT YEAR: 2020-2021 LITERACY PROFICIENCY



- Students complete the statewide literacy assessment in the Fall and in the Spring.
- CG = Comparison Group

Project Impact STEM Academy

Current Performance Certificate Term

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Historical Framework: Annual Outcomes 2018-2019

Year	2018-2019
Academic	HONOR
Operations	HONOR
Finance	HONOR

(Current) Revised Framework (2020): Annual Outcomes 2020-2021

Longitudinal Outcomes | Academic

YEAR	Math Proficiency	Math Growth	ELA Proficiency	ELA Growth	Literacy	College & Career Readiness
2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

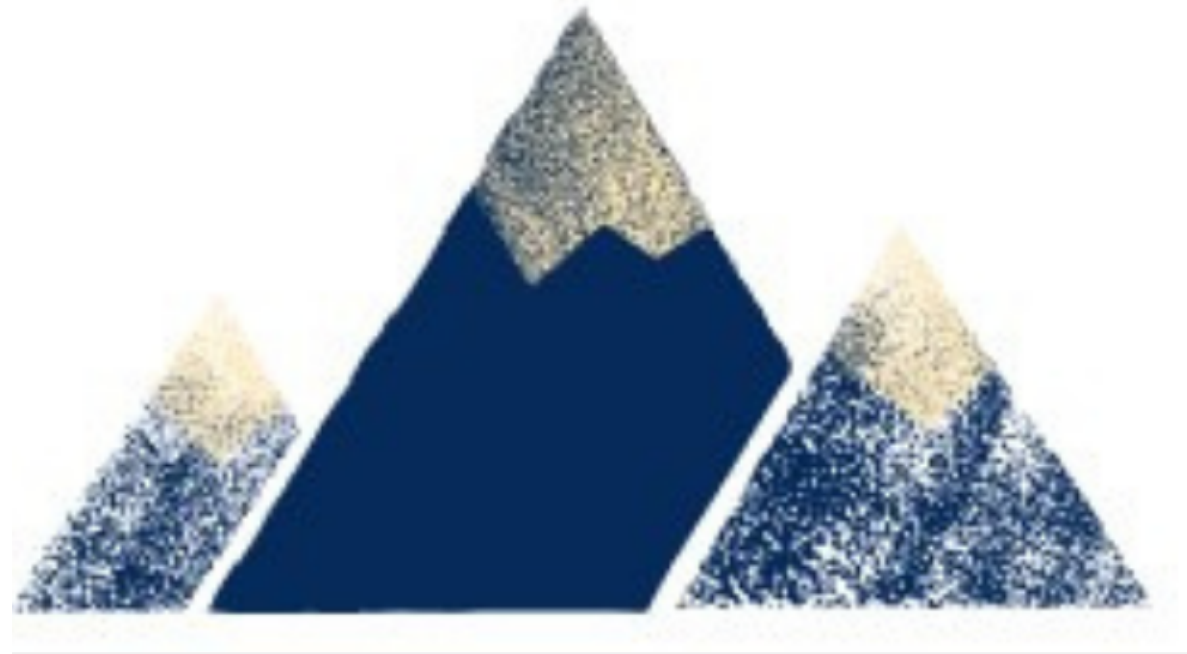
Longitudinal Outcomes | Operations

YEAR	Governance Structure	Governance Oversight	Governance Compliance	Student Services	Facility & Services	Data Security Informational Transparency	Operational Compliance
2019-2020	MEETS STANDARD	MEETS STANDARD	MEETS STANDARD	EXCEEDS STANDARD	MEETS STANDARD	MEETS STANDARD	EXCEEDS STANDARD
2020-2021	MEETS STANDARD	MEETS STANDARD	MEETS STANDARD	MEETS STANDARD	MEETS STANDARD	MEETS STANDARD	MEETS STANDARD

Longitudinal Outcomes | Financial

YEAR	Current Ratio	Unrestricted Days Cash	Default	Enrollment Variance	Total Margin	Cash Flow	Debt to Service Coverage Ratio	Debt to Asset Ratio	Financial Compliance
2019-2020	EXCEEDS STANDARD	MEETS STANDARD	MEETS STANDARD	APPROACHES STANDARD	MEETS STANDARD	MEETS STANDARD	MEETS STANDARD	MEETS STANDARD	MEETS STANDARD
2020-2021	Not rated for 2020- 2021	Not rated for 2020- 2021	Not rated for 2020- 2021	Not rated for 2020-2021	Not rated for 2020- 2021	Not rated for 2020- 2021	Not rated for 2020- 2021	Not rated for 2020- 2021	Not rated f 2021

Peace Valley Charter School



Peace Valley Charter School | Performance FY 21 Annual Report Snapshot

- IPCSC approved to waive Academic Ratings for the 2019-2020 & 2020-2021.
- IPCSC approved to waive Financial Outcome ratings for the 2020-2021 school year.
- PVCS is on the historical framework.
- Outcomes presented are a “preview” of outcomes evaluated on the revised framework.
- The school had conditions, which were waived in 2020 by the IPCSC.
- **The school has been provided with both their historical framework annual report and a preview version of outcomes on the revised framework.*

ACADEMIC OUTCOMES:	
Math Proficiency	16%
Math Growth	Data Not Available for 2020-2021
ELA Proficiency	37%
ELA Growth	Data Not Available for 2020-2021
Literacy Proficiency	FALL IRI: 32% SPRING IRI: 21%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	MEETS STANDARD
Governance Oversight	MEETS STANDARD
Governance Compliance	DOES NOT MEET STANDARD

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	DOES NOT MEET STANDARD
Data Security/Transparency	DOES NOT MEET STANDARD
Facility & Services	MEETS STANDARD
Operational Compliance	MEETS STANDARD

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	1.85
Unrestricted Days Cash	33
Default	None
Enrollment Variance	81.62%

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin	TM: 25.05%
3 Yr. Aggregate Margin	3YR: 22.00%
Cash Flow	CF: \$891,532
Multi-Year Cash Flow	MY: \$1,236,571
Debt Service Coverage Ratio	.996
Debt Asset Ratio	.80
Financial Compliance	Notice of Fiscal Concern

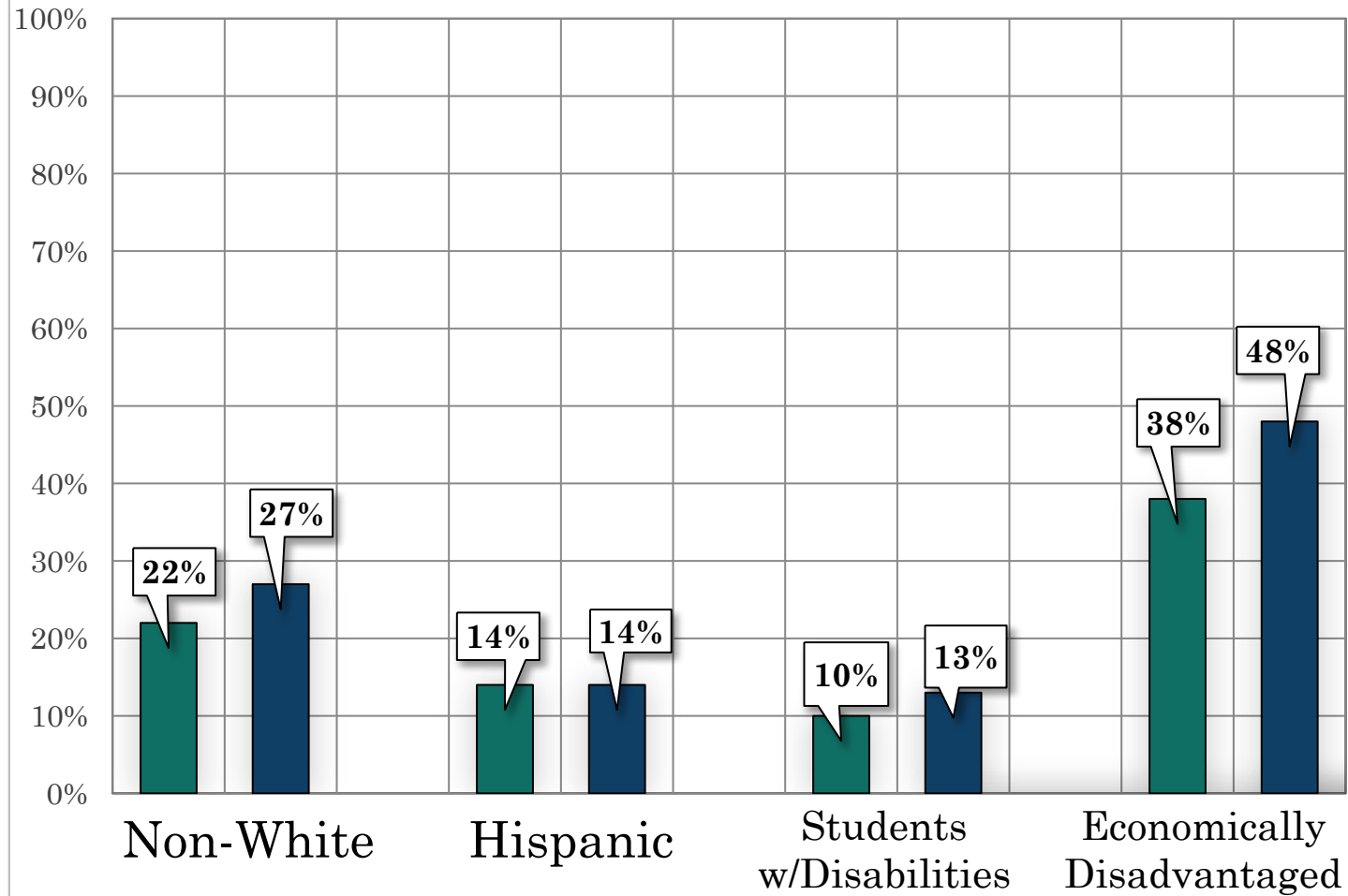
RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Peace Valley Charter School
Comparison Group



- Schools/districts included in a comparison group are based off similar school/district demographics.
- School and district demographic data is compiled from the State Department of Education reporting.

Peace Valley Charter School & Comparison Group Demographic Comparison FY21

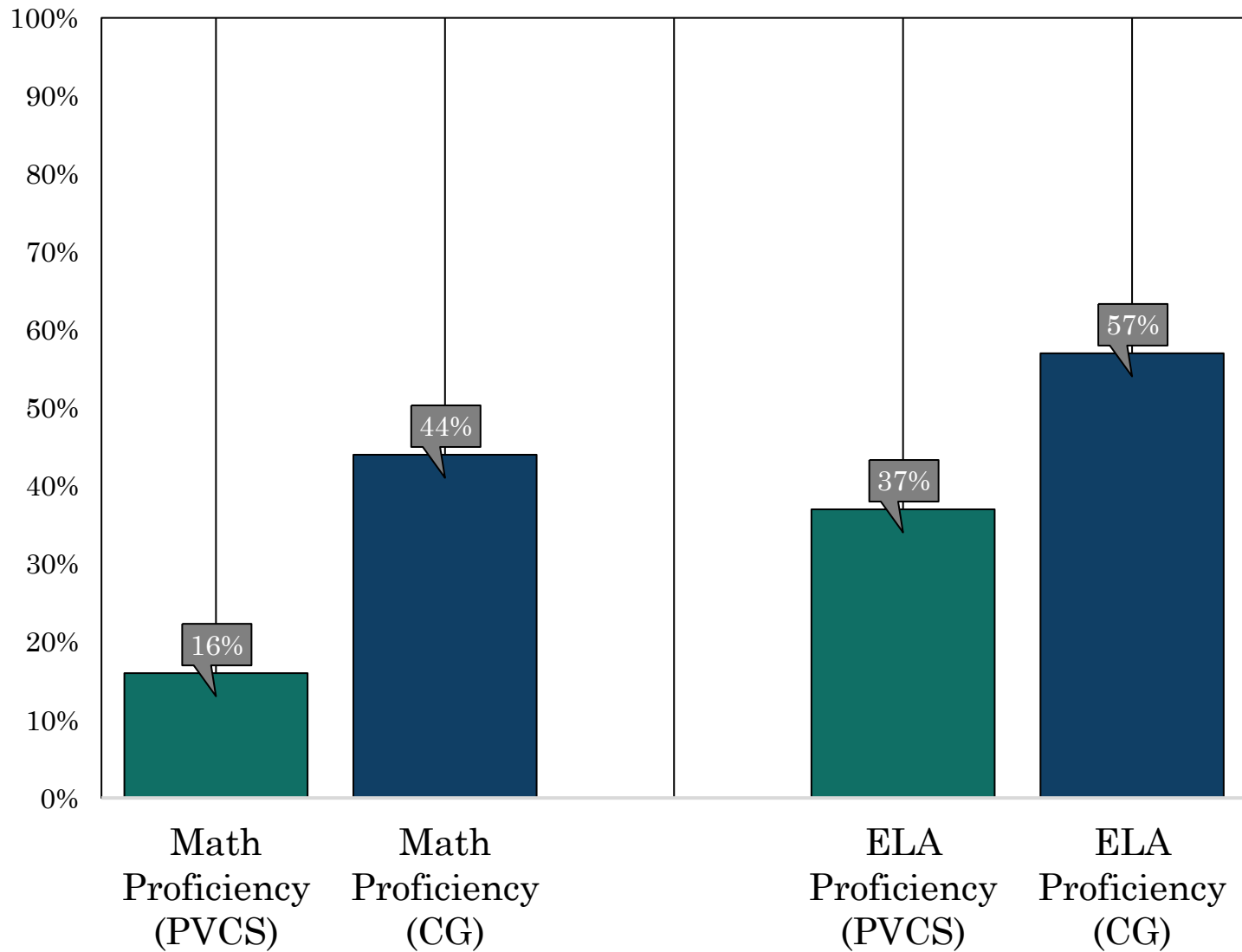


- Demographic data is pulled from SDE Reporting
- The school's ability to meet standard is evaluated against their comparison group outcomes.

- **KEY:**

- PEACE VALLEY CHARTER SCHOOL
- COMPARISON GROUP

PEACE VALLEY CHARTER SCHOOL FY21 ACADEMIC OUTCOMES Comparison



COMPARISON GROUP (CG):

- BOISE SCHOOL DISTRICT

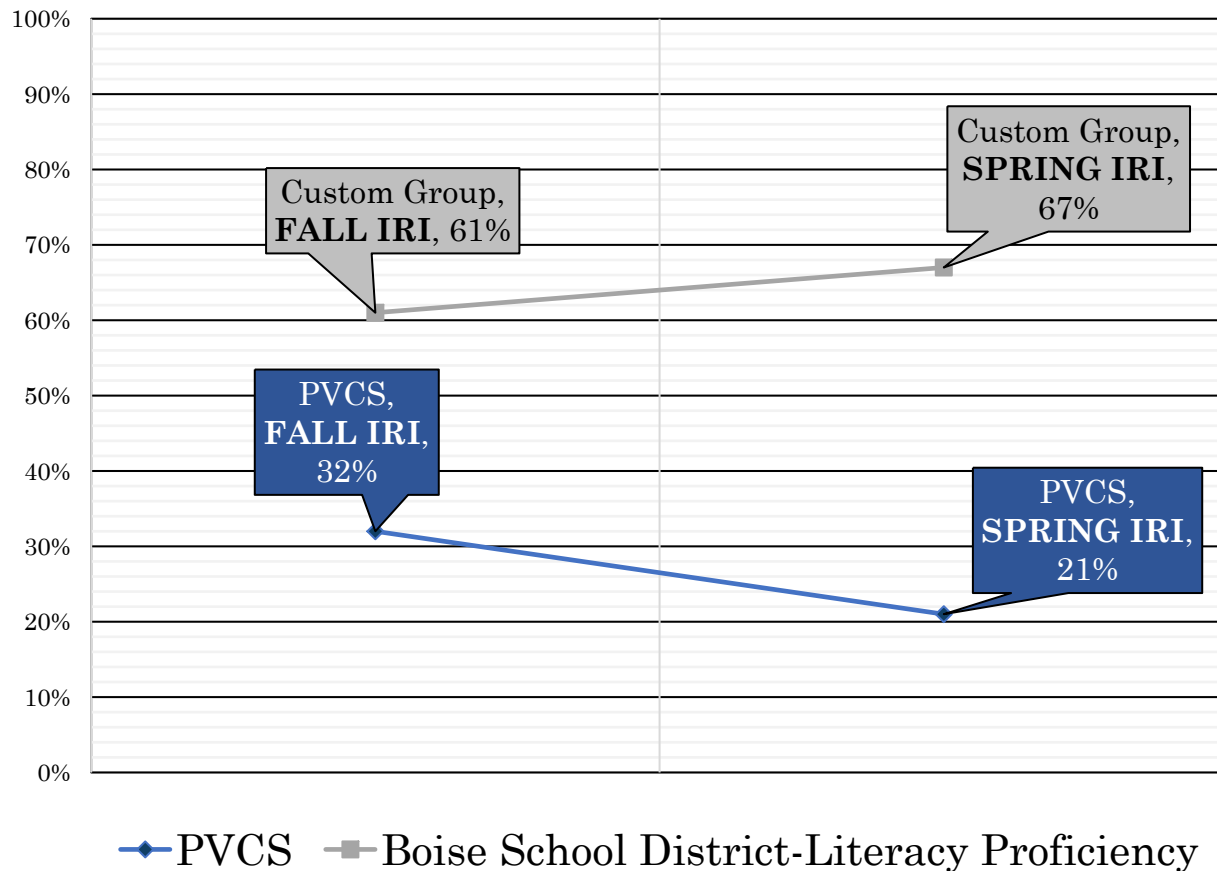
- Math & ELA Growth data not available for 2020-2021.

PVCS = Peace Valley Charter School

CG = Comparison Group

PEACE VALLEY CHARTER SCHOOL FY21 ACADEMIC OUTCOMES COMPARISON

MOST RECENT YEAR: 2020-2021 LITERACY PROFICIENCY



- Students complete the statewide literacy assessment in the Fall and in the Spring.

PVCS = Peace Valley Charter School

CG = Comparison Group

Peace Valley Charter School

Current Performance Certificate Term

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Historical Framework: Annual Outcomes 2018-2020

Year	2018-2019	2019-2020
Academic	CRITICAL	NOT RATED DUE TO PANDEMIC
Operations	REMEDIATION	REMEDIATION
Finance	REMEDIATION	HONOR

(Current) Revised Framework (2020): Annual Outcomes 2020-2021

Longitudinal Outcomes | Academic

YEAR	Math Proficiency	Math Growth	ELA Proficiency	ELA Growth	Literacy	College & Career Readiness
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

Longitudinal Outcomes | Operations

YEAR	Governance Structure	Governance Oversight	Governance Compliance	Student Services	Facility & Services	Data Security Informational Transparency	Operational Compliance
2020-2021	MEETS STANDARD	MEETS STANDARD	DOES NOT MEET STANDARD	DOES NOT MEET STANDARD	MEETS STANDARD	DOES NOT MEET STANDARD	MEETS STANDARD

Longitudinal Outcomes | Financial

YEAR	Current Ratio	Unrestricted Days Cash	Default	Enrollment Variance	Total Margin	Cash Flow	Debt to Service Coverage Ratio	Debt to Asset Ratio	Financial Compliance
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

Rolling Hills Public Charter School



Rolling Hills Public Charter School

Performance FY 21 Annual Report Snapshot

- IPCSC approved to waive Academic Ratings for the 2019-2020 & 2020-2021.
- IPCSC approved to waive Financial Outcome ratings for the 2020-2021 school year.
- RHPCS has completed year (2) on the revised framework.
- The school amended their performance certificate in 2020 to the revised framework.

ACADEMIC OUTCOMES:	
Math Proficiency	42%
Math Growth	Data Not Available for 2020-2021
ELA Proficiency	62%
ELA Growth	Data Not Available for 2020-2021
Literacy Proficiency	FALL IRI: 77% SPRING IRI: 77%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	Exceeds Standard
Governance Oversight	Exceeds Standard
Governance Compliance	Exceeds Standard

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	Exceeds Standard
Data Security/Transparency	Exceeds Standard
Facility & Services	Exceeds Standard
Operational Compliance	Meets Standard

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	10.34
Unrestricted Days Cash	81
Default	None
Enrollment Variance	98.81%

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin	TM: -9.19%
3 Yr. Aggregate Margin	3YR: -2.79%
Cash Flow	CF: -\$157,315
Multi-Year Cash Flow	MY: -59,898
Debt Service Coverage Ratio	-.53
Debt Asset Ratio	.49
Financial Compliance	Not Rated for 2020-2021

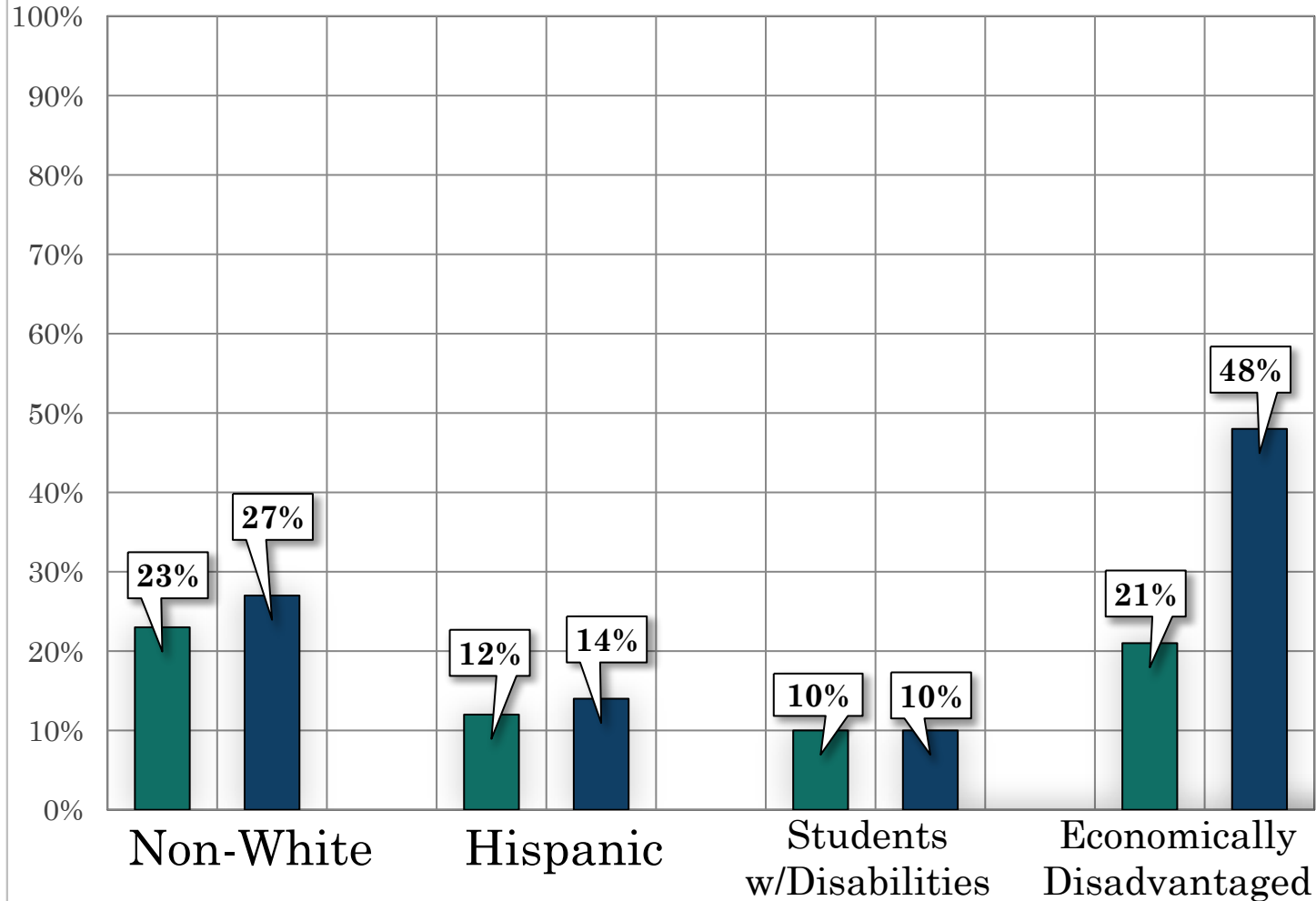
RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Rolling Hills Public Charter School Comparison Group



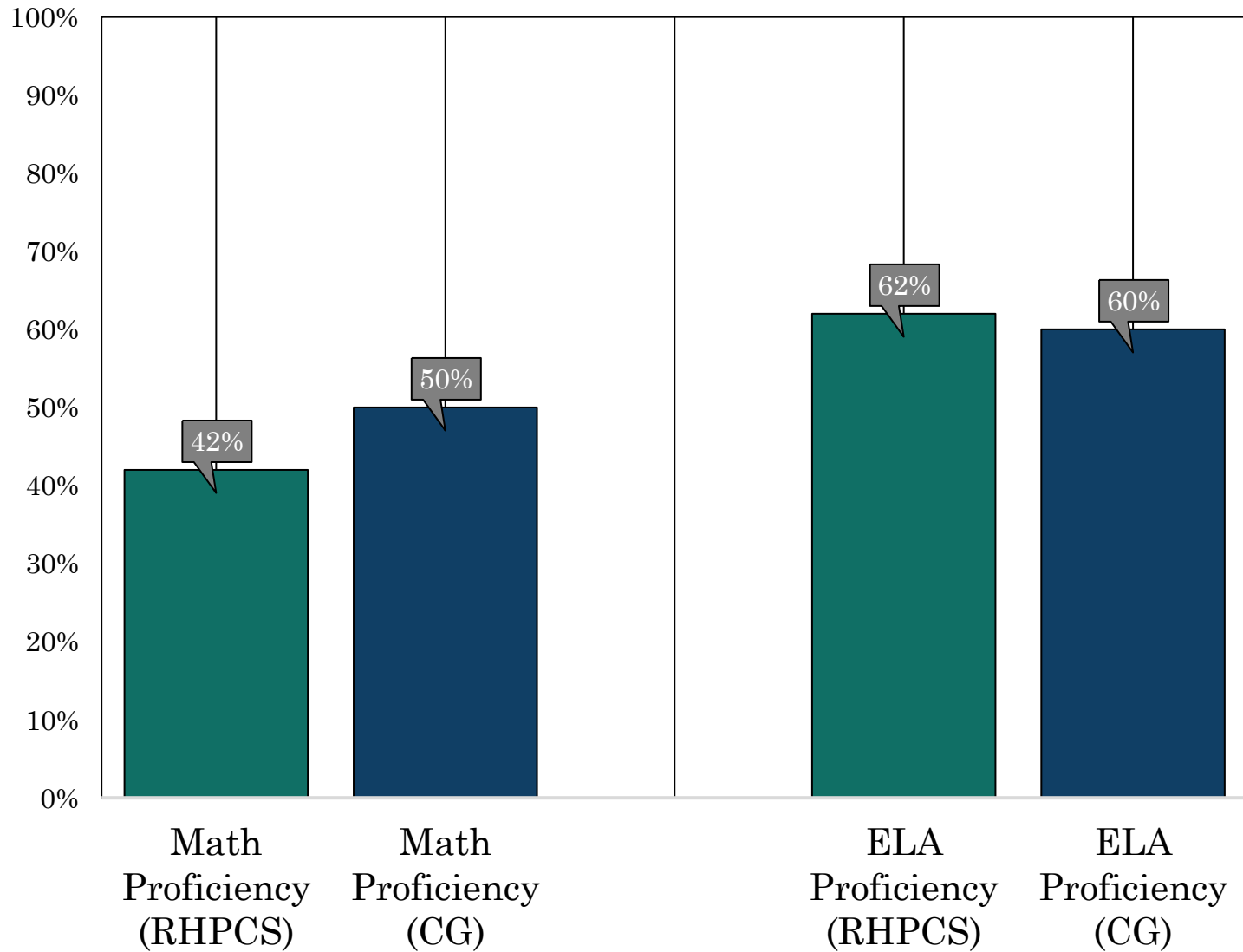
- Schools/districts included in a comparison group are based off similar school/district demographics.
- School and district demographic data is compiled from the State Department of Education reporting.

RHPCS & Comparison Group Demographic Comparison FY21



- Demographic data is pulled from SDE Reporting
- The school's ability to meet standard is evaluated against their comparison group outcomes.
- KEY:
 - ROLLING HILLS PUBLIC CHARTER SCHOOL
 - COMPARISON GROUP

ROLLING HILLS PUBLIC CHARTER SCHOOL FY21 ACADEMIC OUTCOMES Comparison



COMPARISON GROUP (CG):

- BOISE INDEPENDENT SCHOOL DISTRICT 001
 - WEST ADA SCHOOL DISTRICT 002

- Math & ELA Growth data not available for 2020-2021.

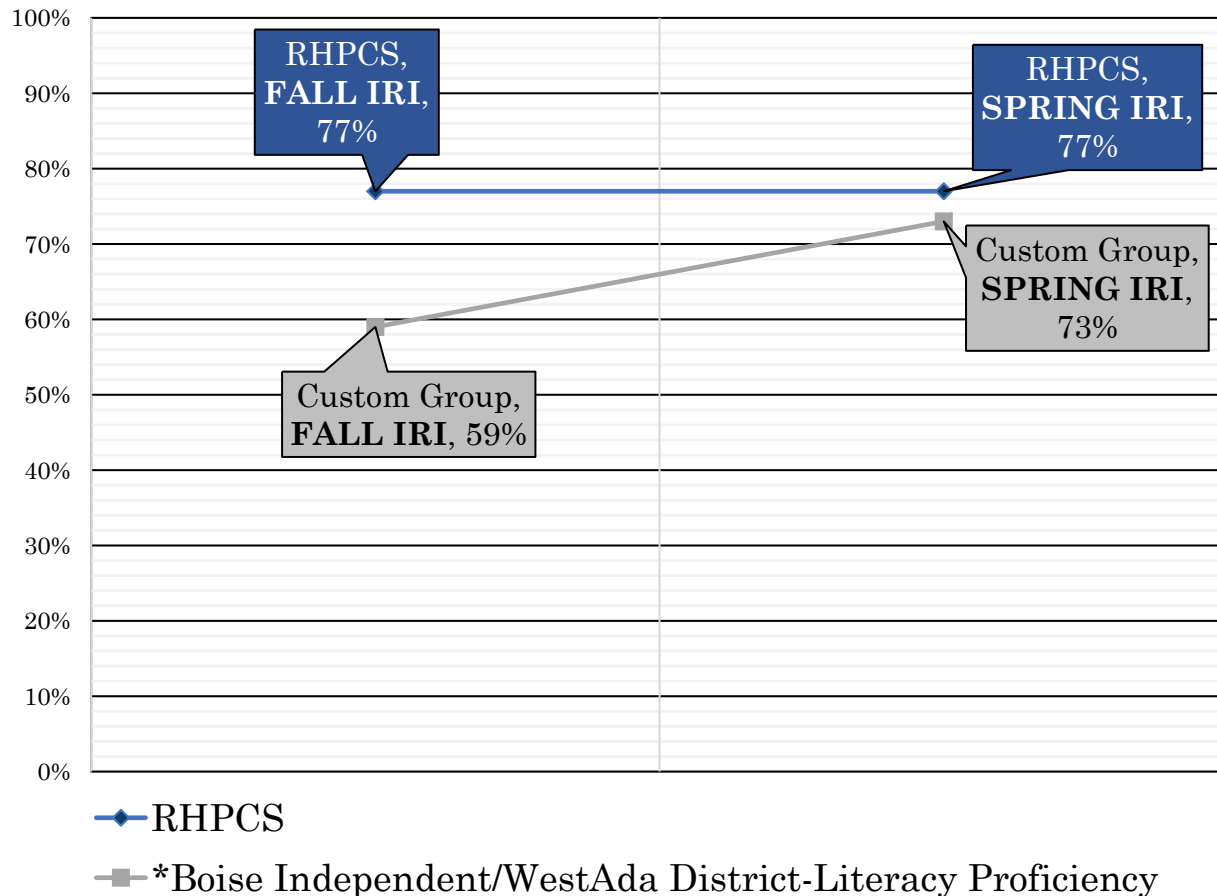
KEY

RHPCS =Rolling Hills Public Charter School

CG = Comparison Group

ROLLING HILLS PUBLIC CHARTER SCHOOL FY21 ACADEMIC OUTCOMES COMPARISON

MOST RECENT YEAR: 2020-2021 LITERACY PROFICIENCY



- Students complete the statewide literacy assessment in the Fall and in the Spring.
- CG = Comparison Group

Rolling Hills Public Charter School

Current Performance Certificate Term

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Historical Framework: Annual Outcomes 2018-2019

Year	2018-2019
Academic	GOOD STANDING
Operations	HONOR
Finance	GOOD STANDING

(Current) Revised Framework (2020): Annual Outcomes 2020-2021

Longitudinal Outcomes | Academic

YEAR	Math Proficiency	Math Growth	ELA Proficiency	ELA Growth	Literacy	College & Career Readiness
2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

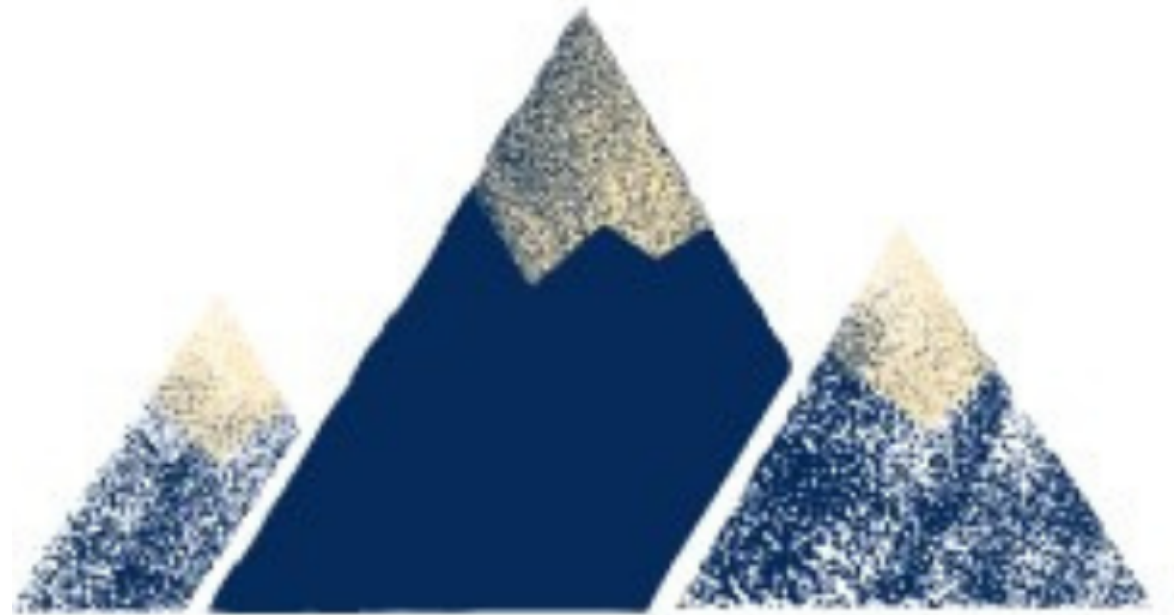
Longitudinal Outcomes | Operations

YEAR	Governance Structure	Governance Oversight	Governance Compliance	Student Services	Facility & Services	Data Security Informational Transparency	Operational Compliance
2019-2020	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD
2020-2021	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	MEETS STANDARD

Longitudinal Outcomes | Financial

YEAR	Current Ratio	Unrestricted Days Cash	Default	Enrollment Variance	Total Margin	Cash Flow	Debt to Service Coverage Ratio	Debt to Asset Ratio	Financial Compliance
2019-2020	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	APPROACHES STANDARD	MEETS STANDARD	MEETS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

North Idaho STEM Academy



North Idaho STEM Charter Academy

Performance FY 21 Annual Report Snapshot

- IPCSC approved to waive Academic Ratings for the 2019-2020 & 2020-2021.
- IPCSC approved to waive Financial Outcome ratings for the 2020-2021 school year.
- NISTEM amended its performance certificate in 2021 to transition to the revised framework (2020).

ACADEMIC OUTCOMES:	
Math Proficiency	90%
Math Growth	Data Not Available for 2020-2021
ELA Proficiency	90%
ELA Growth	Data Not Available for 2020-2021
Literacy Proficiency	FALL IRI: 75% SPRING IRI: 90%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	Exceeds Standard
Governance Oversight	Exceeds Standard
Governance Compliance	Exceeds Standard

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	Exceeds Standard
Data Security/Transparency	Exceeds Standard
Facility & Services	Exceeds Standard
Operational Compliance	Exceeds Standard

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	7.21
Unrestricted Days Cash	279
Default	None
Enrollment Variance	98.46%

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin	TM: 36.53%
3 Yr. Aggregate Margin	3YR: 60.32%
Cash Flow	CF: -\$666,506
Multi-Year Cash Flow	MY: \$601,253
Debt Service Coverage Ratio	13.59
Debt Asset Ratio	.24
Financial Compliance	Not Rated for 2020-2021

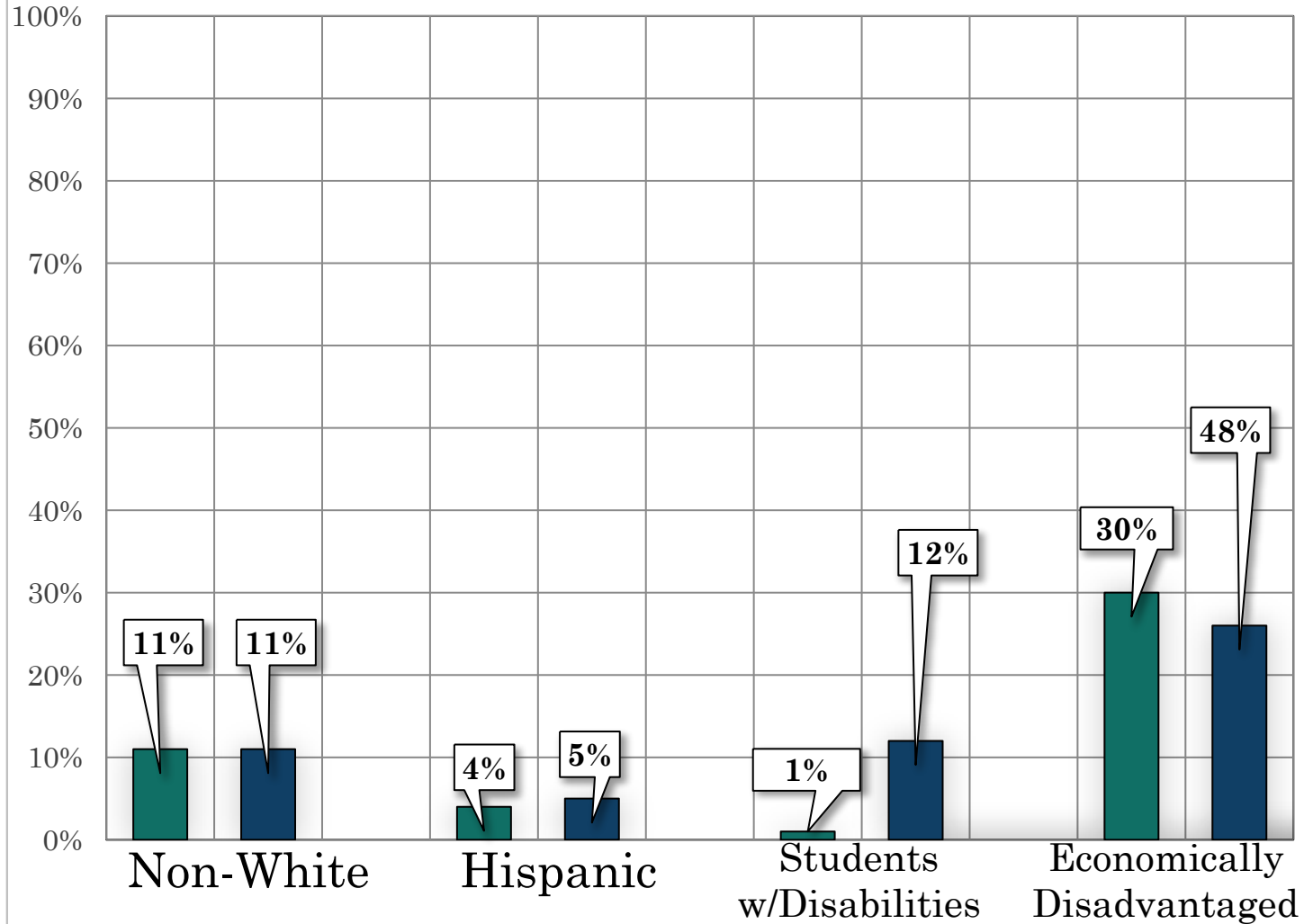
RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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North Idaho STEM Charter Academy Comparison Group



- Schools/districts included in a comparison group are based off similar school/district demographics.
- School and district demographic data is compiled from the State Department of Education reporting.

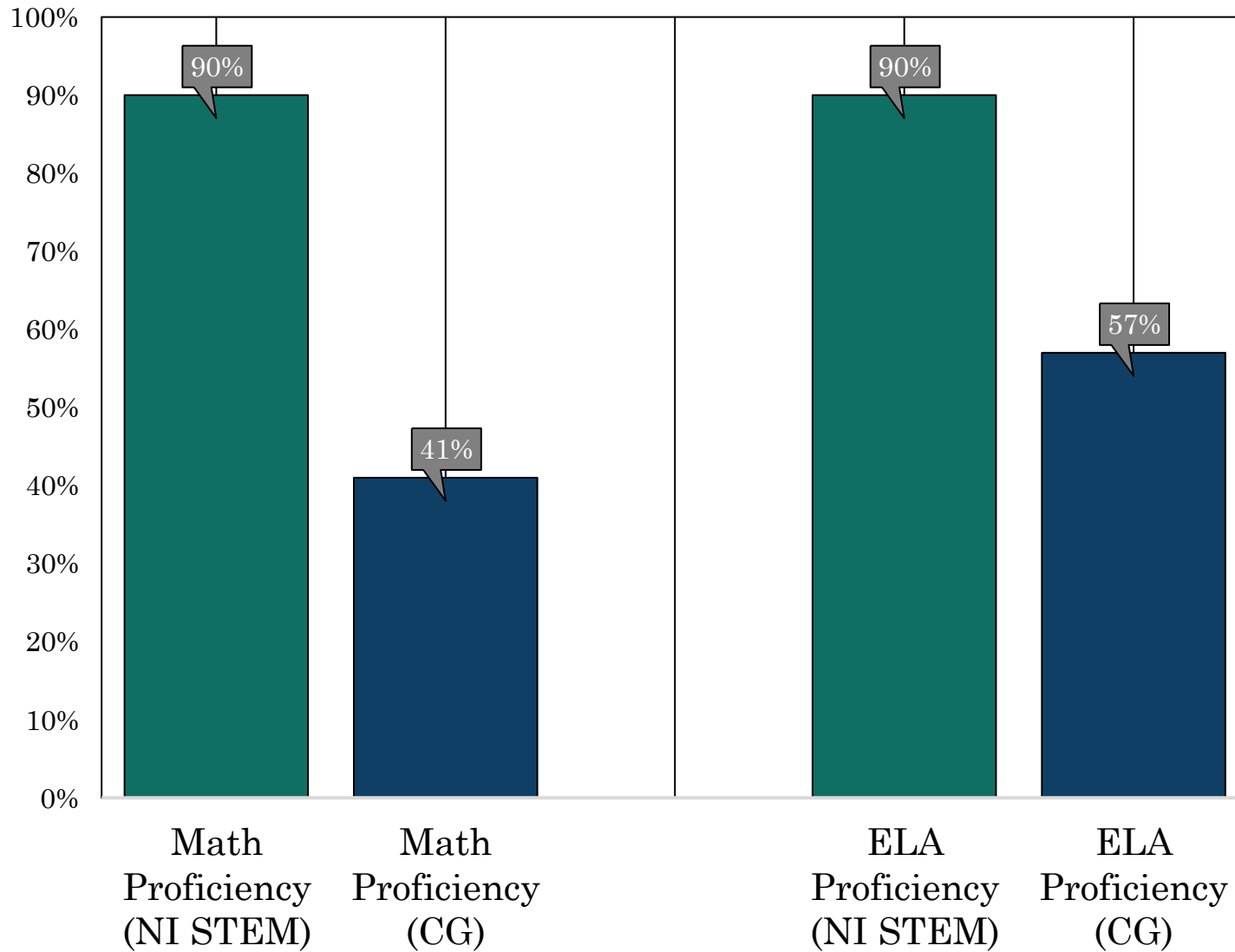
NI STEM & Comparison Group Demographic Comparison FY21



- Demographic data is pulled from SDE Reporting
- The school's ability to meet standard is evaluated against their comparison group outcomes.
- **KEY**
NI STEM

CG = Comparison Group

NORTH IDAHO STEM CHARTER ACADEMY FY21 ACADEMIC OUTCOMES Comparison



COMPARISON GROUP (CG):

- LAKELAND SCHOOL DISTRICT 271
- POST FALLS SCHOOL DISTRICT 273
- COEUR D'ALENE SCHOOL DISTRICT 272

- Math & ELA Growth data not available for 2020-2021.

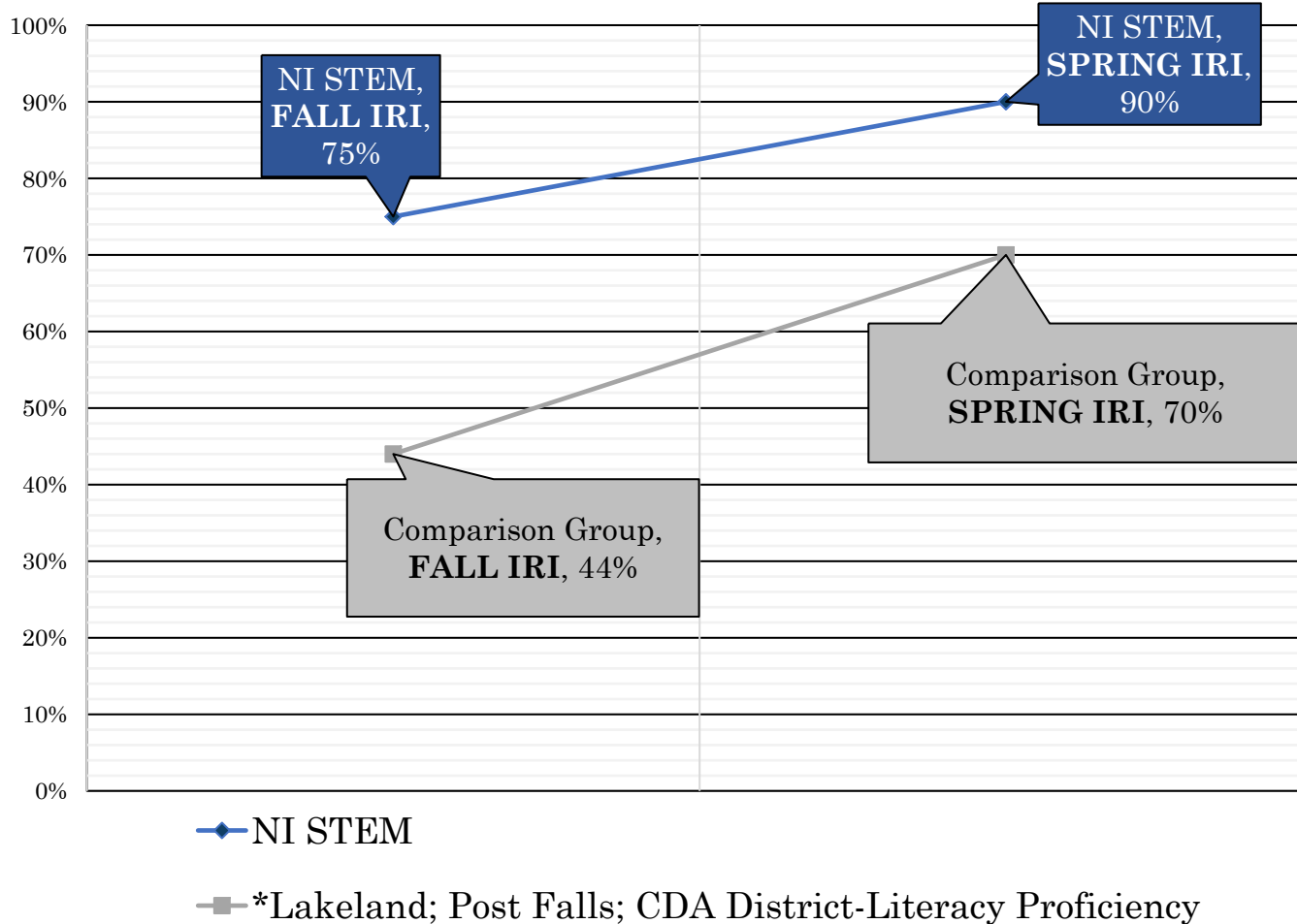
KEY

NI STEM-North Idaho STEM Charter Academy

CG = Comparison Group

NORTH IDAHO STEM CHARTER ACADEMY FY21 ACADEMIC OUTCOMES COMPARISON

MOST RECENT YEAR: 2020-2021 LITERACY PROFICIENCY



- Students complete the statewide literacy assessment in the Fall and in the Spring.
- CG = Comparison Group

North Idaho STEM Charter Academy

Current Performance Certificate Term

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Historical Framework: Annual Outcomes 2018-2020

Year	2018-2019	2019-2020
Academic	HONOR	NOT RATED DUE TO PANDEMIC
Operations	HONOR	HONOR
Finance	HONOR	HONOR

(Current) Revised Framework (2020): Annual Outcomes 2020-2021

Longitudinal Outcomes | Academic

YEAR	Math Proficiency	Math Growth	ELA Proficiency	ELA Growth	Literacy	College & Career Readiness
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

Longitudinal Outcomes | Operations

YEAR	Governance Structure	Governance Oversight	Governance Compliance	Student Services	Facility & Services	Data Security Informational Transparency	Operational Compliance
2020-2021	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD

Longitudinal Outcomes | Financial

YEAR	Current Ratio	Unrestricted Days Cash	Default	Enrollment Variance	Total Margin	Cash Flow	Debt to Service Coverage Ratio	Debt to Asset Ratio	Financial Compliance
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

Legacy Charter School



Legacy Charter School Performance FY 21 Annual Report Snapshot

- IPCSC approved to waive Academic Ratings for the 2019-2020 & 2020-2021.
- IPCSC approved to waive Financial Outcome ratings for the 2020-2021 school year.
- Legacy Charter amended its performance certificate in 2020 to transition to the revised framework (2020).
- Legacy has completed year (2) on the revised framework

ACADEMIC OUTCOMES:	
Math Proficiency	77%
Math Growth	Data Not Available for 2020-2021
ELA Proficiency	76%
ELA Growth	Data Not Available for 2020-2021
Literacy Proficiency	FALL IRI: 54% SPRING IRI: 71%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	Exceeds Standard
Governance Oversight	Exceeds Standard
Governance Compliance	Exceeds Standard

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	Exceeds Standard
Data Security/Transparency	Exceeds Standard
Facility & Services	Exceeds Standard
Operational Compliance	Exceeds Standard

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	6.10
Unrestricted Days Cash	265
Default	None
Enrollment Variance	93.90

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin	TM: 12.07%
3 Yr. Aggregate Margin	3YR: 28.64%
Cash Flow	CF: \$373,309
Multi-Year Cash Flow	MY: \$285,223
Debt Service Coverage Ratio	.22
Debt Asset Ratio	.58
Financial Compliance	Not Rated for 2020-2021

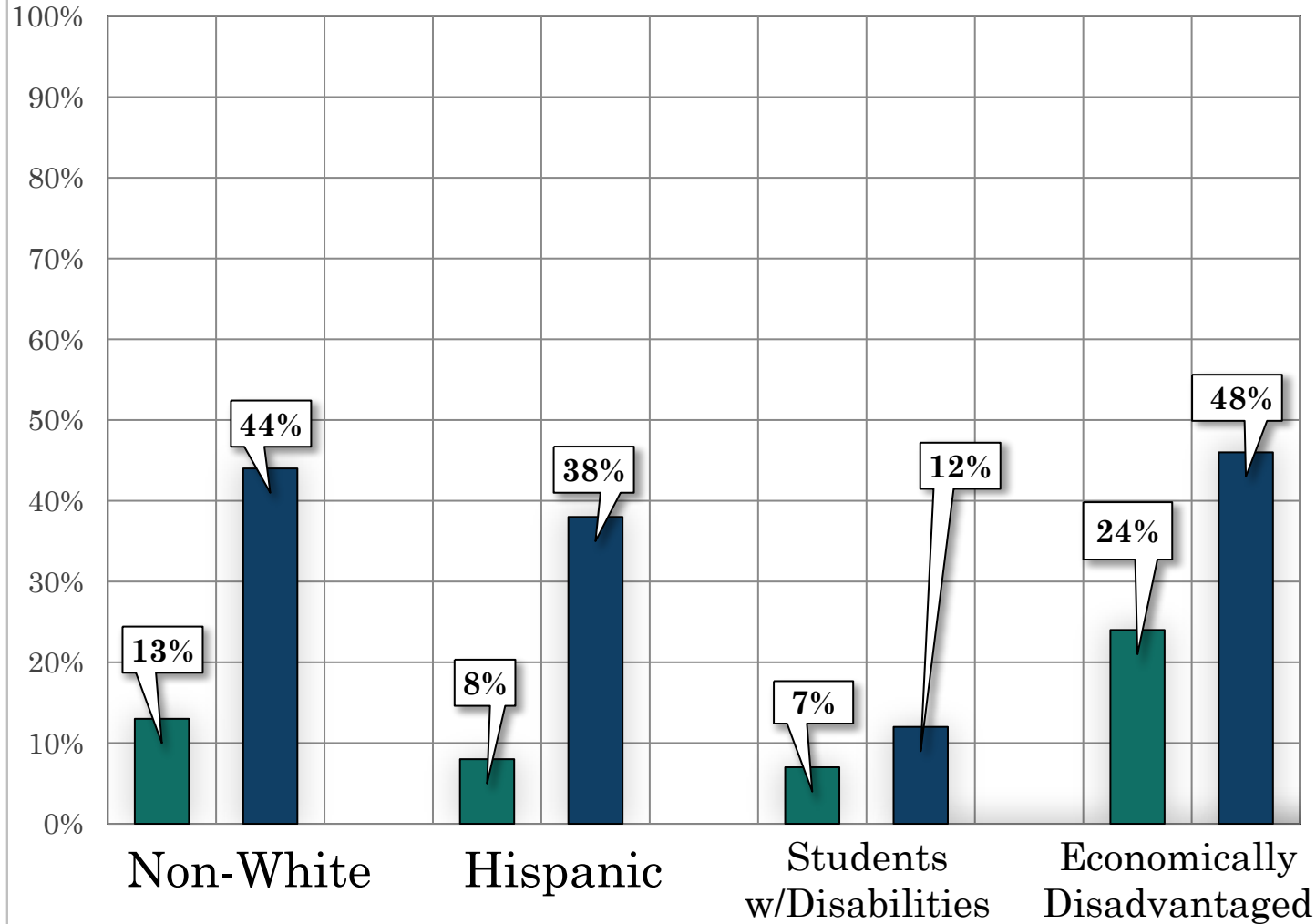
RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Legacy Charter School Comparison Group



- Schools/districts included in a comparison group are based off similar school/district demographics.
- School and district demographic data is compiled from the State Department of Education reporting.

Legacy & Comparison Group Demographic Comparison FY21

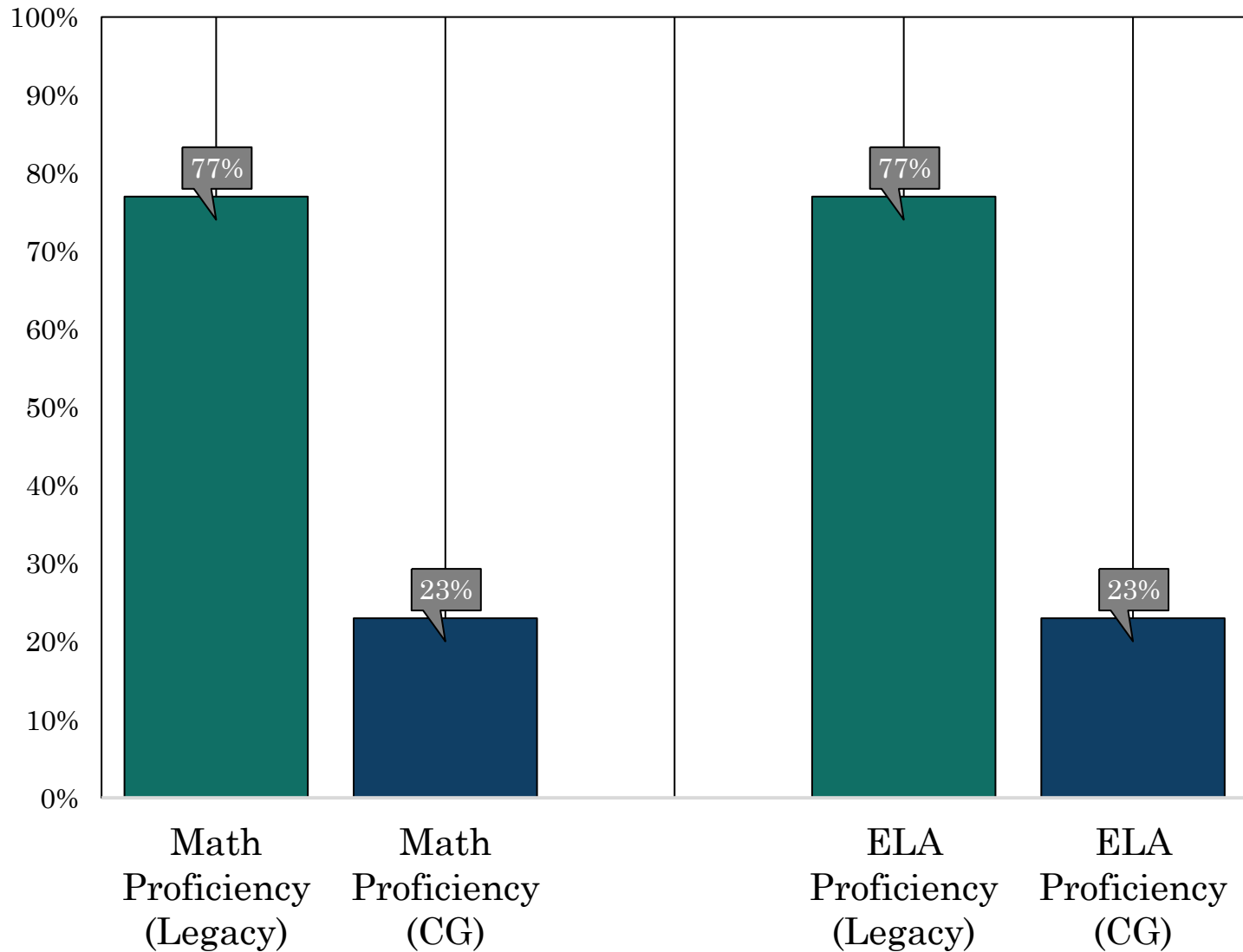


- Demographic data is pulled from SDE Reporting
- The school's ability to meet standard is evaluated against their comparison group outcomes.

- **KEY**
LEGACY

CG = Comparison Group

LEGACY CHARTER SCHOOL FY21 ACADEMIC OUTCOMES Comparison



COMPARISON GROUP (CG):

- NAMPA SCHOOL DISTRICT

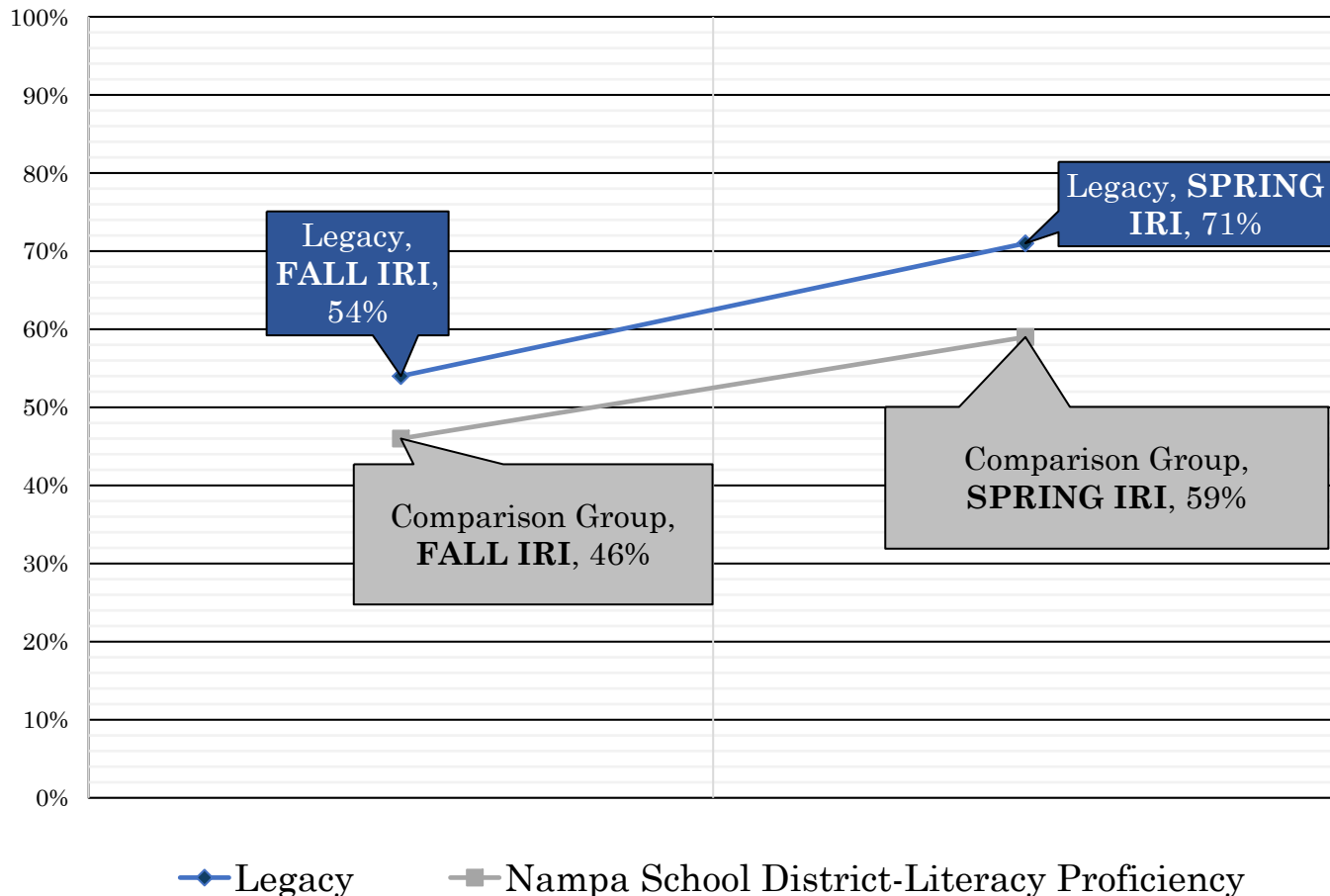
- Math & ELA Growth data not available for 2020-2021.

- KEY
LEGACY

CG = Comparison Group

LEGACY CHARTER SCHOOL FY21 ACADEMIC OUTCOMES COMPARISON

MOST RECENT YEAR: 2020-2021 LITERACY PROFICIENCY



- Students complete the statewide literacy assessment in the Fall and in the Spring.
- CG = Comparison Group

Legacy Charter School

Current Performance Certificate Term

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Historical Framework: Annual Outcomes 2018-2019

Year	2018-2019
Academic	HONOR
Operations	HONOR
Finance	HONOR

(Current) Revised Framework (2020): Annual Outcomes 2020-2021

Longitudinal Outcomes | Academic

YEAR	Math Proficiency	Math Growth	ELA Proficiency	ELA Growth	Literacy	College & Career Readiness
2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020	Not rated for 2019-2020
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

Longitudinal Outcomes | Operations

YEAR	Governance Structure	Governance Oversight	Governance Compliance	Student Services	Facility & Services	Data Security Informational Transparency	Operational Compliance
2019-2020	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD
2020-2021	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD

Longitudinal Outcomes | Financial

YEAR	Current Ratio	Unrestricted Days Cash	Default	Enrollment Variance	Total Margin	Cash Flow	Debt to Service Coverage Ratio	Debt to Asset Ratio	Financial Compliance
2019-2020	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	APPROACHES STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

North Valley Academy



North Valley Academy

Performance FY 21 Annual Report Snapshot

- IPCSC approved to waive Academic Ratings for the 2019-2020 & 2020-2021.
- IPCSC approved to waive Financial Outcome ratings for the 2020-2021 school year.
- NVA is currently on the historical framework.
- Outcomes presented are a “preview” of outcomes evaluated on the revised framework.
- **The school has been provided with both their historical framework annual report and a preview version of outcomes on the revised framework.*

ACADEMIC OUTCOMES:	
Math Proficiency	36%
Math Growth	Data Not Available for 2020-2021
ELA Proficiency	50%
ELA Growth	Data Not Available for 2020-2021
Literacy Proficiency	FALL IRI: 29% SPRING IRI: 44%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	Exceeds Standard
Governance Oversight	Exceeds Standard
Governance Compliance	Exceeds Standard

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	Exceeds Standard
Data Security/Transparency	Exceeds Standard
Facility & Services	Exceeds Standard
Operational Compliance	Exceeds Standard

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	2.23
Unrestricted Days Cash	162
Default	None
Enrollment Variance	85.59%

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin	TM: 7.75%
3 Yr. Aggregate Margin	3YR: 7.38%
Cash Flow	CF: \$186,963
Multi-Year Cash Flow	MY: \$205,663
Debt Service Coverage Ratio	2.14
Debt Asset Ratio	.30
Financial Compliance	Not Rated for 2020-2021

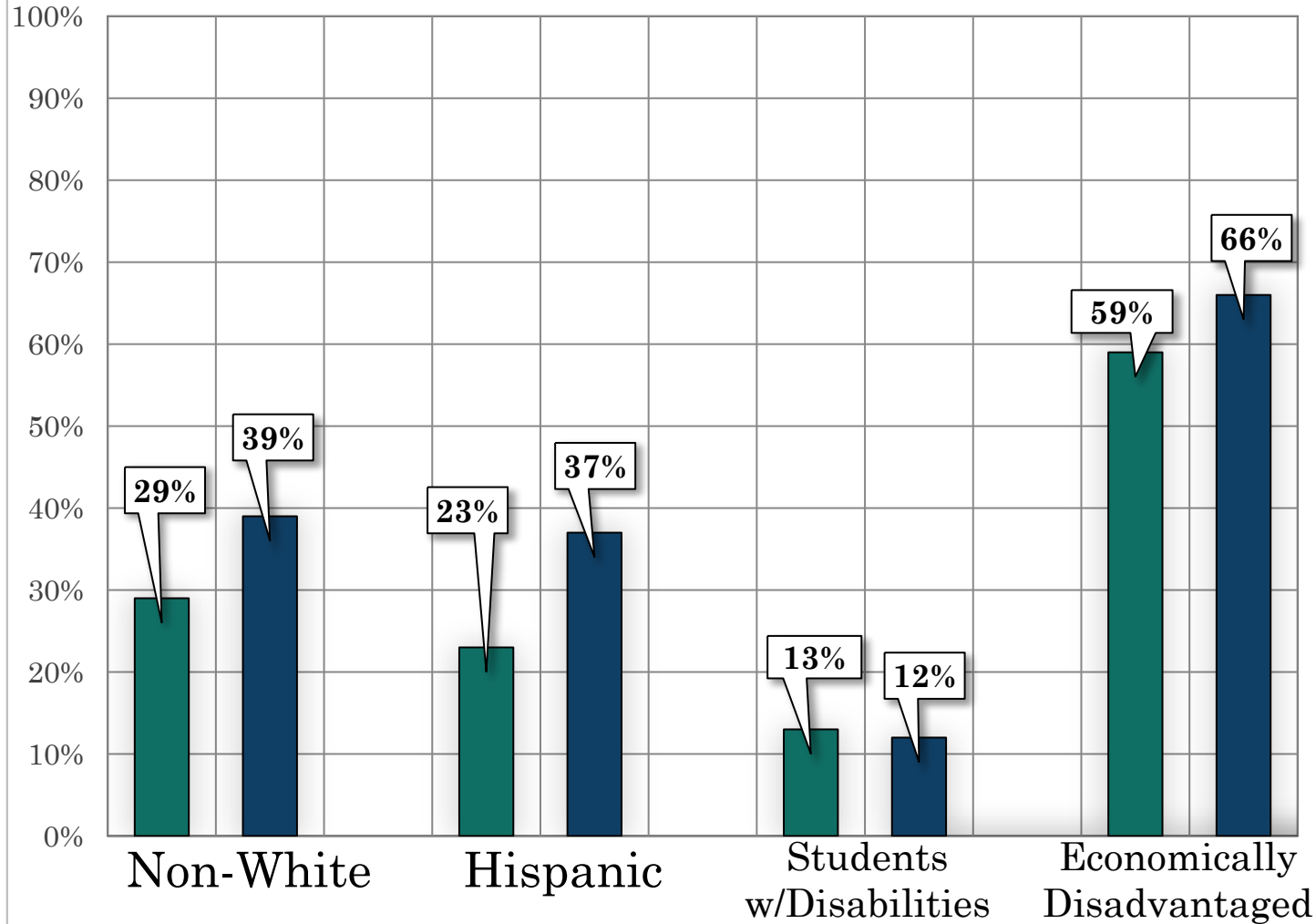
RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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North Valley Academy Comparison Group



- Schools/districts included in a comparison group are based off similar school/district demographics.
- School and district demographic data is compiled from the State Department of Education reporting.

North Valley Academy & Comparison Group Demographic Comparison FY21

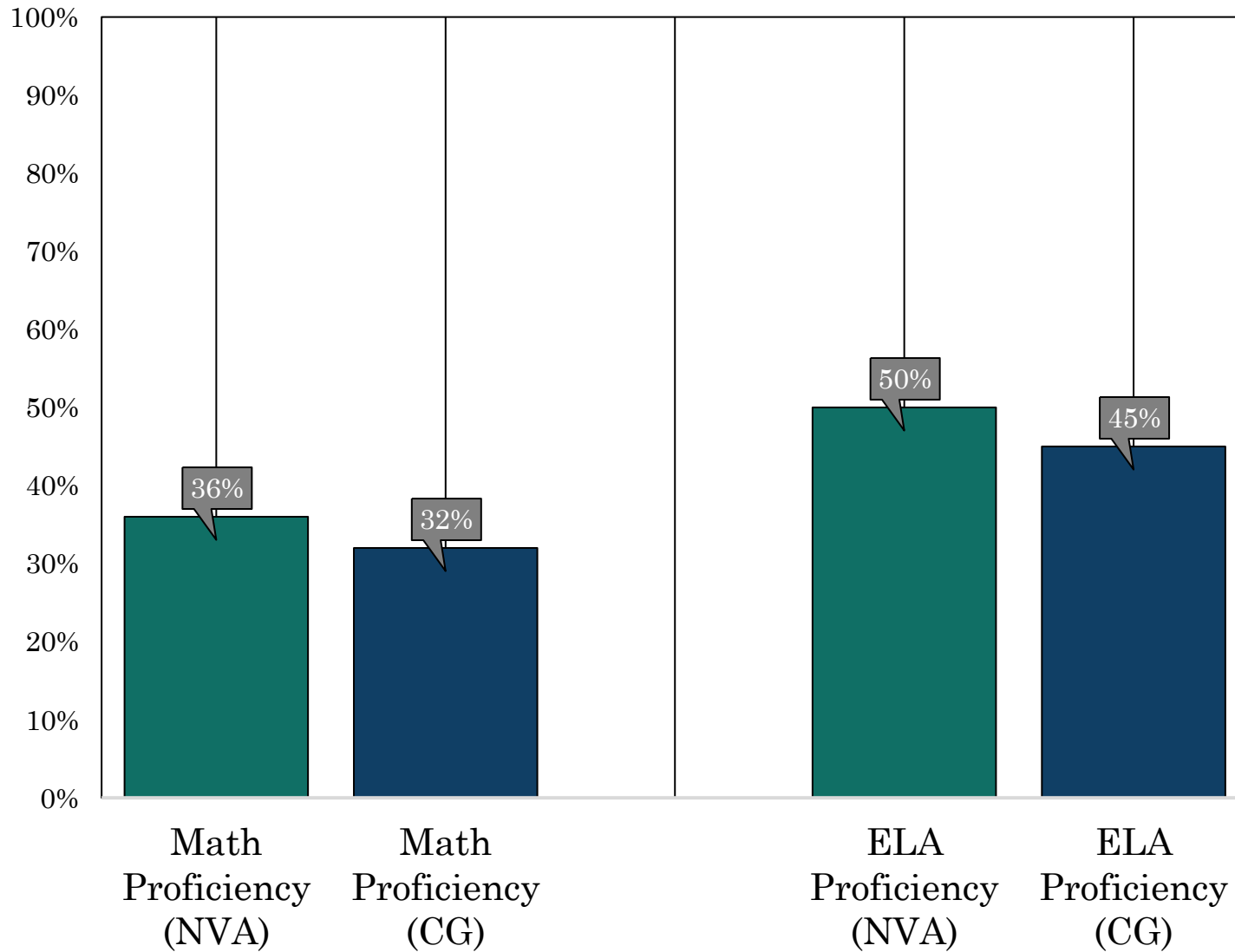


- Demographic data is pulled from SDE Reporting
- The school's ability to meet standard is evaluated against their comparison group outcomes.

• **KEY**
NORTH VALLEY ACADEMY

CG = Comparison Group

NORTH VALLEY ACADEMY FY21 ACADEMIC OUTCOMES Comparison



COMPARISON GROUP (CG):

- GOODING SCHOOL DISTRICT

- Math & ELA Growth data not available for 2020-2021.

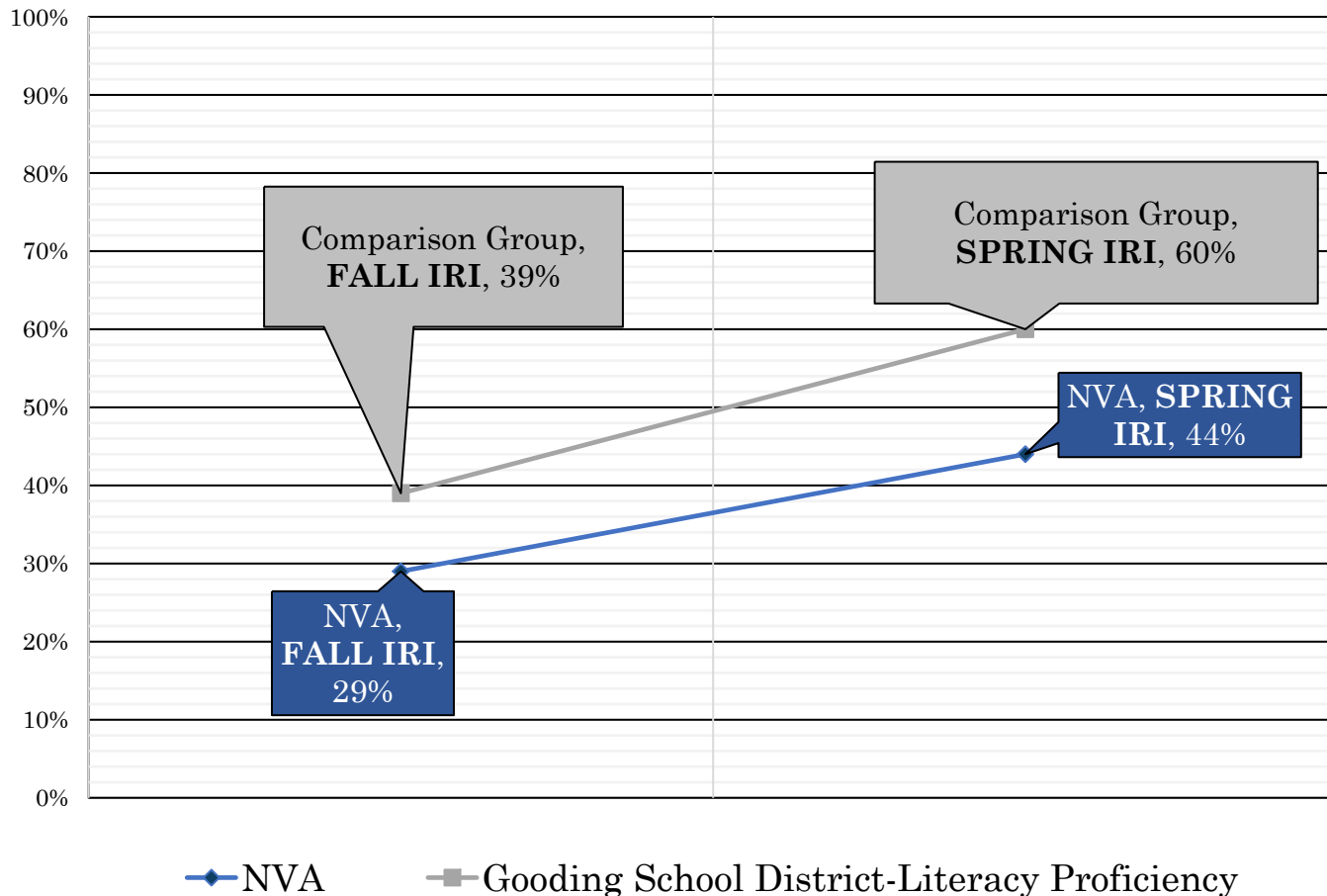
KEY

NORTH VALLEY ACADEMY

CG = Comparison Group

NORTH VALLEY ACADEMY FY21 ACADEMIC OUTCOMES COMPARISON

MOST RECENT YEAR: 2020-2021 LITERACY PROFICIENCY



- Students complete the statewide literacy assessment in the Fall and in the Spring.
- CG = Comparison Group

North Valley Academy

Current Performance Certificate Term

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Historical Framework: Annual Outcomes 2018-2020

Year	2018-2019	2019-2020
Academic	GOOD STANDING	Not Rated for 2019-2020
Operations	HONOR	HONOR
Finance	HONOR	HONOR

(Current) Revised Framework (2020): Annual Outcomes 2020-2021

Longitudinal Outcomes | Academic

YEAR	Math Proficiency	Math Growth	ELA Proficiency	ELA Growth	Literacy	College & Career Readiness
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021

Longitudinal Outcomes | Operations

YEAR	Governance Structure	Governance Oversight	Governance Compliance	Student Services	Facility & Services	Data Security Informational Transparency	Operational Compliance
2020-2021	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD	EXCEEDS STANDARD

Longitudinal Outcomes | Financial

YEAR	Current Ratio	Unrestricted Days Cash	Default	Enrollment Variance	Total Margin	Cash Flow	Debt to Service Coverage Ratio	Debt to Asset Ratio	Financial Compliance
2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021	Not rated for 2020-2021



Annual Performance Report 2021

MONTICELLO MONTESSORI CHARTER SCHOOL

Mission Statement: Through a Montessori-inspired approach to learning, students will maximize their inner potentials and experience purpose and meaning in life, take responsibility for their own education, cultivate personal dignity, and develop independence and purpose in life.

Chair/President	Drew Hosford
Treasurer	David Meyer
Secretary	
Administrator	Jeanne Johnson
Business Manager	Candi Massey
School Location	4747 S. Sweetwater Way, Ammon, ID 83406
School Phone	208-419-0742

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Introduction

Charter schools in Idaho operate on 5-year terms as defined in a Performance Certificate executed between the school's board and its authorizer. In addition, Idaho law requires that every certificate includes a framework describing the expectations the school must meet in order to earn a next operational term. It also requires that charter school authorizer's complete performance reports for the schools they oversee each year. The annual performance report serves the following purposes:

1. To provide transparent information about charter school quality to the public;
2. To ensure charter school boards have access to clear expectations and;
3. To inform mid-term authorizing decisions.

This report reflects how the school's outcomes during the most recently completed school year measure up against the expectations established in the framework. At the end of each 5-year term, the authorizer reviews the school's annual reports and financial data to inform its decision to renew, conditionally renew, or non-renew, the school for a subsequent term.

Each measure included in the IPCSC's framework has a meets standard benchmark. A school that meets standard on all measures at the end of its current operational term is guaranteed an unconditional renewal. A school that does not meet standard on at least one measure at the end of its current operational term may be conditionally renewed or non-renewed. Because the outcomes on this report inform high-stakes decisions, schools are encouraged to use this information to support their strategic planning efforts each year.

COVID-19 NOTE: Please note that due to the COVID-19 pandemic, the IPCSC has suspended ratings (exceeds, meets, etc.) on academic and financial measures for the FY21 report. All outcomes are included in this report; however, outcomes are not rated.

Monticello Montessori Charter School Performance Certificate: [MMCS Performance Certificate](#)

Performance Framework: [IPCSC Performance Framework](#)

Current Term: 2018-2023

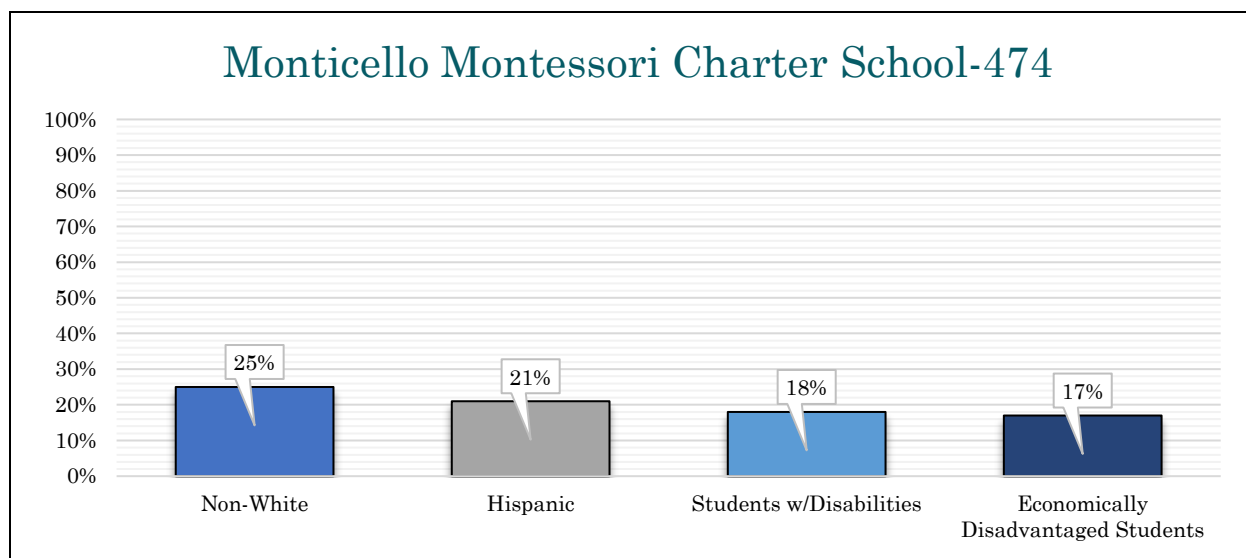
School Overview

Model:	Montessori
Enrollment Capacity:	345
Grades Served:	K-8
Enrollment Projected FY22:	226

Key Design Elements:

- Maintain commitment to the core Montessori curriculum and instruction by utilizing authentic Montessori materials.
- Idaho State Standards are used as a basis for what every child needs to know. From there, the Montessori approach is utilized to help students master required knowledge and skills.
- Employ experienced Montessori teachers or teachers who will become Montessori certified.
- Employ a building principal/educational leader who has knowledge of Montessori principles and curriculum through Montessori coursework, Montessori Administrator Credential and/or annual conference exposure.
- Students will utilize work plans to guide them in their learning toward mastery.

2021 MONTICELLO MONTESSORI CHARTER SCHOOL DEMOGRAPHIC SUMMARY:



2020-2021 Annual Snapshot

Schools are encouraged to use this information for strategic planning and to ensure that any identified weaknesses are addressed in advance of renewal consideration.

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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ACADEMIC OUTCOMES:	
Math Proficiency	31%
Math Growth	<i>Data Not Available for 2020-2021</i>
ELA Proficiency	39%
ELA Growth	<i>Data Not Available for 2020-2021</i>
Literacy Proficiency	FALL IRI: 43% SPRING IRI: 47%

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	1.93
Unrestricted Days Cash	34
Default	None
Enrollment Variance	89.78%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	APPROACHES STANDARD
Governance Oversight	APPROACHES STANDARD
Governance Compliance	DOES NOT MEET STANDARD

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	DOES NOT MEET STANDARD
Data Security/Transparency	DOES NOT MEET STANDARD
Facility & Services	EXCEEDS STANDARD
Operational Compliance	DOES NOT MEET STANDARD

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin 3 Yr. Aggregate Margin	TM: 5.39% 3YR: 5.99%
Cash Flow Multi-Year Cash Flow	CF: -\$42,133 MY: \$41,346
Debt Service Coverage Ratio	1.10
Debt Asset Ratio	1.03
Financial Compliance	Notification of Fiscal Concern

Note: Due to the impact of the pandemic, Academic outcomes were not available for the 2019-2020 school year. Academic outcomes are available but will not be rated for the 2020-2021 school year.

Academic Outcomes

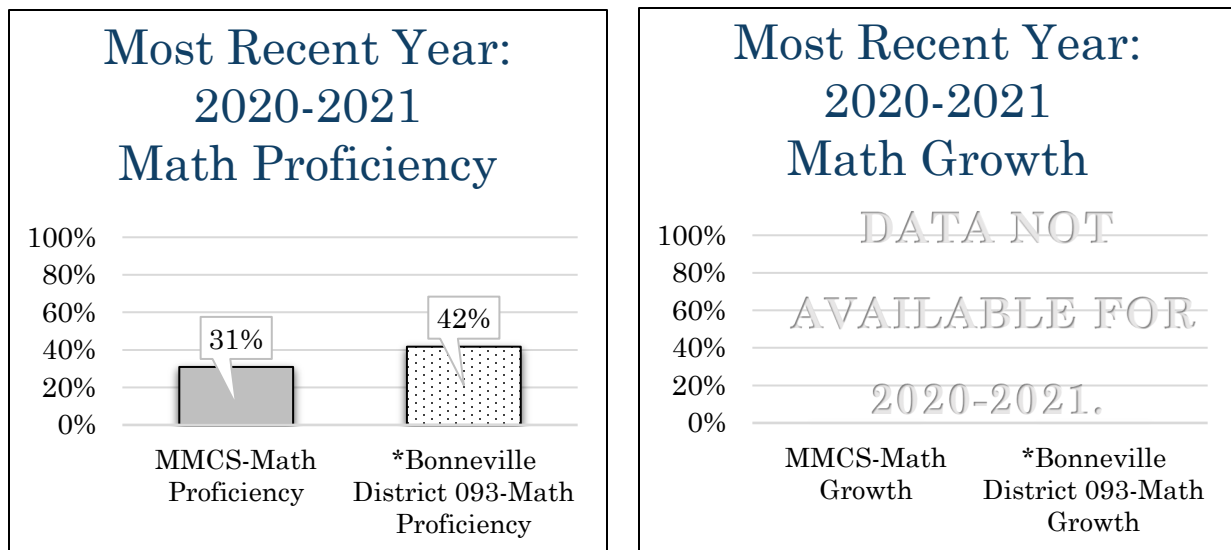
MATH PROFICIENCY & MATH GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide mathematics assessment (ISAT) meets the IPCSC standard on both the math proficiency and math growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving mathematics achievement outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Bonneville District (093)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
MATH PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
MATH GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

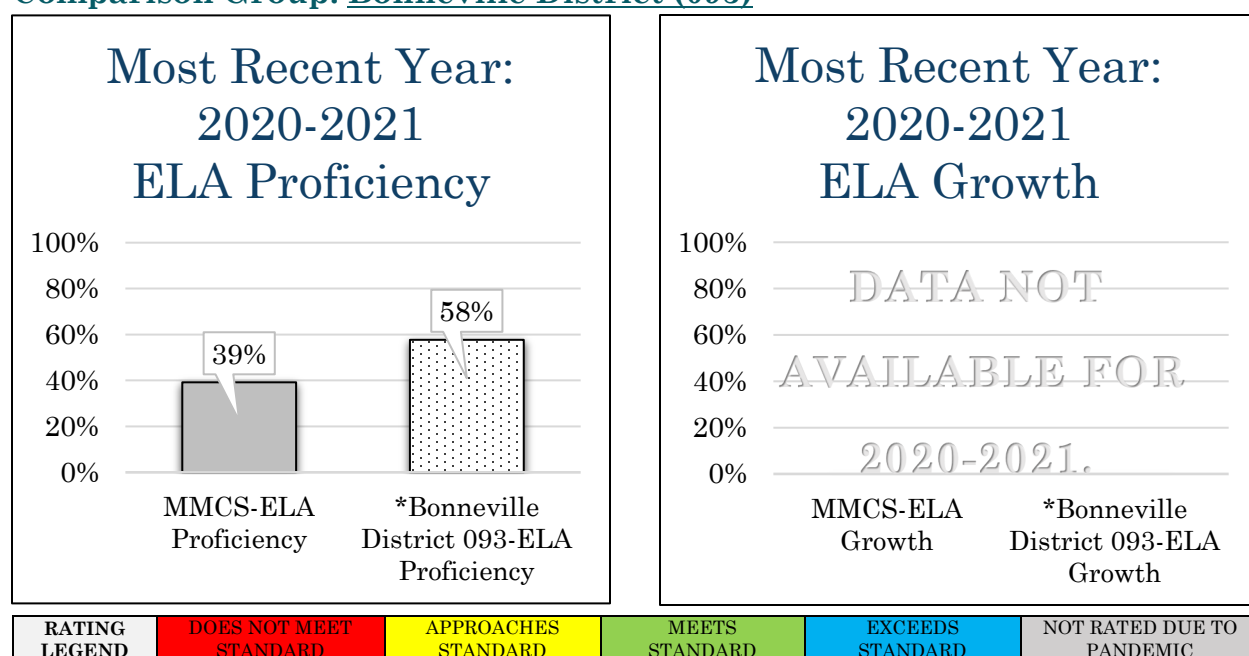
ELA PROFICIENCY & ELA GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide ELA assessment (ISAT) meets the IPCSC standard on both the ELA proficiency and ELA growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Bonneville District (093)



*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
ELA PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
ELA GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

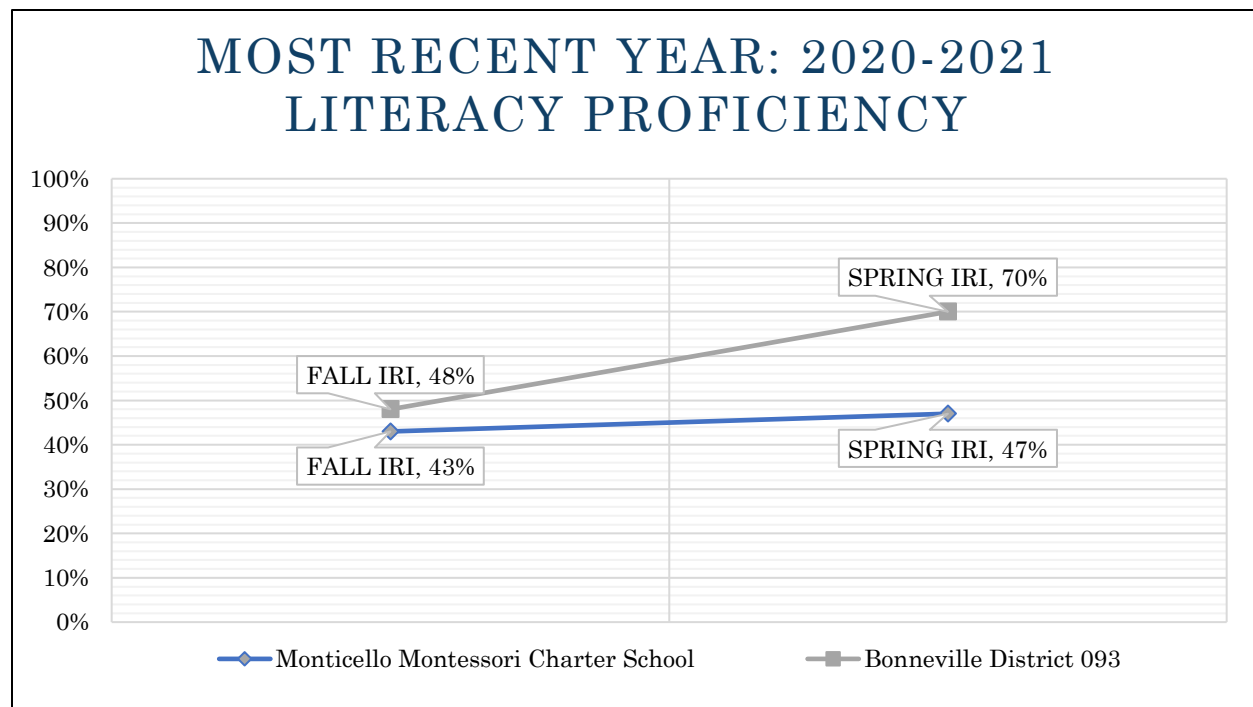
LITERACY PROFICIENCY

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the spring statewide literacy assessment (IRI) meets the IPCSC standard. Alternatively, a school that did not perform as well or better than its comparison group on the spring assessment, but that did improve its outcome by at least 10% from fall to spring, also meets standard.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Bonneville District (093)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
LITERACY PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

Longitudinal Academic Ratings | 2018-2023

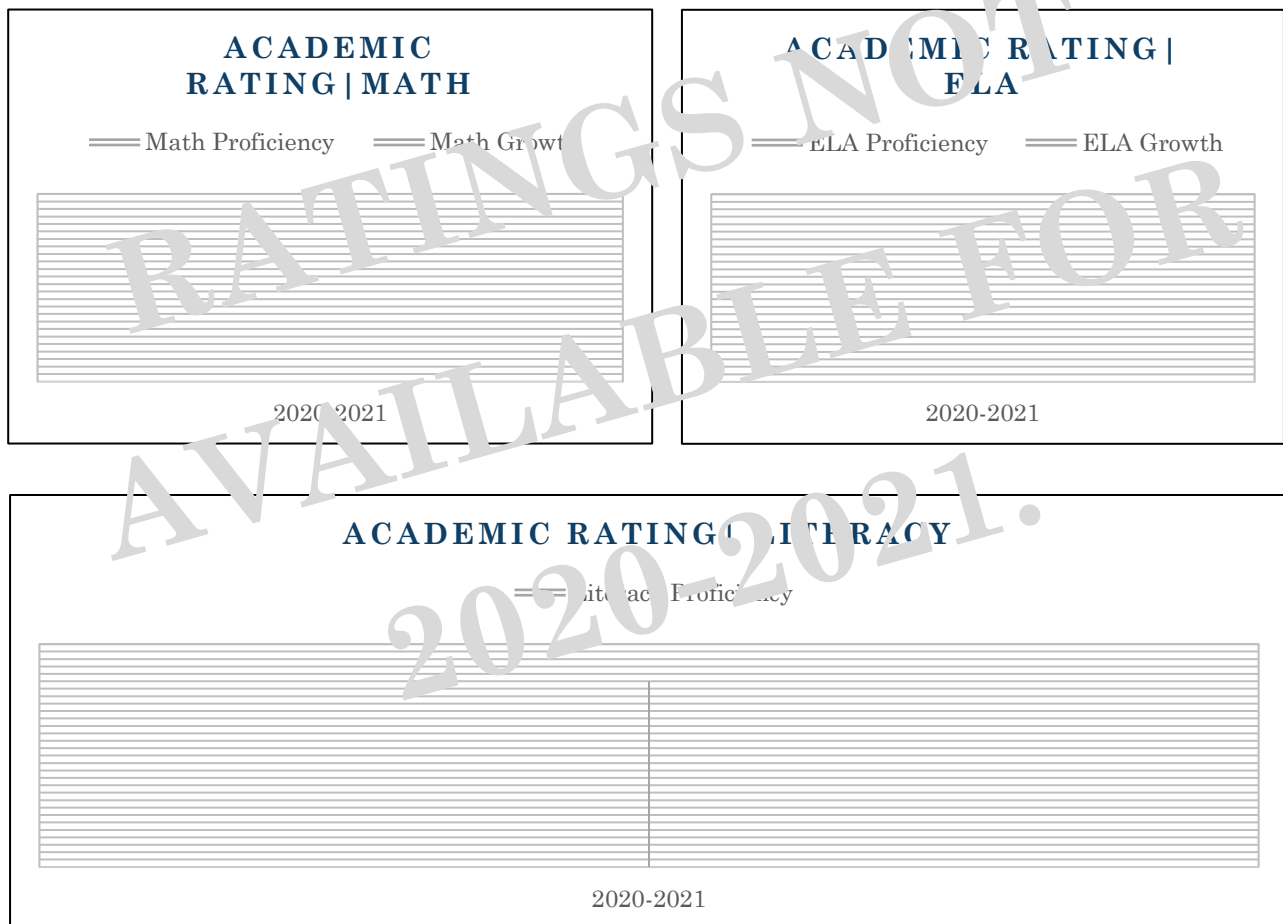
Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive strategic planning as the school approach its next renewal decision.

Academic Ratings | Historical Framework

SCHOOL YEAR	ACADEMIC GEN ED OUTCOME
2018-2019	REMEDIATION
2019-2020	NOT RATED DUE TO PANDEMIC

Academic Ratings | Revised Framework

Due to COVID-19 pandemic, no academic data was available for the 2019-2020 school year. Additionally, as ratings are used to inform charter renewal decisions, the IPCSC chose to suspend ratings for the 2020-21 school year due to the anticipated impact of the pandemic.



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Operational Outcomes

BOARD STEWARDSHIP

Why This Matters:

At the highest level, the success of a charter school is driven by the ability of its governing board to govern effectively. The measures in this section help identify the strengths and challenges faced by the school's board. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year. *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

STANDARD RATING: APPROACHES STANDARD	
Governance Structure Measure	Data/Evidence Source
The board bylaws are compliant with ID law.	Bylaws 06/08/2021 If the school has amended its bylaws since this date, please provide an updated copy to the IPCSC.
The school's articles of incorporation are current.	Articles of Incorporation initially filed on 04/13/2009. Most recently updated on 04/06/2021
The board does operate in compliance with its bylaws.	*No instances of non-compliance documented.
Investigations were conducted into ethical behavior or conflict of interest regarding any board director this year.	An IPCSC investigation was conducted; however due to board turn-over, no further action is required.
The board did experience Open Meeting Law violations that needed to be cured this year.	*See comments
Comments/ Context: A March 8,2021 action item to cure open meeting violation relating to the Feb.18,2021 meeting is documented: IC 74-208(7).	

STANDARD RATING: APPROACHES STANDARD	
Governance Oversight Measure	Data/Evidence Source
The IPCSC did not evaluate the boards review of academic data in a timely and thorough manner due to pandemic for 2020-2021.	*No instances of non-compliance documented.
The board did not review financial reports in a timely and thorough manner.	The board was presented with inaccurate and superficial reports prior to the April 2021 intervention.
The board did not maintain compliant policies.	An IPCSC investigation found that the board failed to ensure existing policy was appropriately implemented.
The board did engage in strategic planning.	*No instances of non-compliance documented.
The board did conduct a compliant evaluation of their school leader or management organization.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: DOES NOT MEET STANDARD	
Governance Compliance Measure	Data/Evidence Source
The IPCSC did issue courtesy letters to the school noting compliance concerns this year.	*See note
Another investigative body was notified of concerns at this school this year.	*The Professional Standards Commission was notified of concerns related to the lead administrator on several occasions. The PSC is pursuing an investigation in FY22.
Comments/ Context: IPCSC issued courtesy letters on the following dates: 3/31/21; 4/29/21;6/16/21; 7/2/21	

Operational Outcomes

MANAGEMENT

Why This Matters:

The systems and structures that support school operations are an important part of the school's overall success. The measures in this section help identify the strengths and challenges that impact the school's day-to-day operations. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year.

STANDARD RATING: DOES NOT MEET STANDARD	
Student Services	Data/Evidence Source
The school's English Language Learners program is in good standing.	*No instances of non-compliance documented.
The school's Special Education program is not in good standing.	*See comments
The school's college and career readiness program is in good standing.	Continuous Improvement Plan 2020-2021
Comments/ Context: SPED Complaint (C-21-02-08a C-21-06-11a; H-21-02-08a; H-21-02-08b). CIP is outdated as of 3/18/2021	

STANDARD RATING: DOES NOT MEET STANDARD	
Data Security and Information Transparency	Data/Evidence Source
The school's website is not compliant and updated appropriately.	*See comments
The school did not experience issues involving data security this year.	*No instances of non-compliance documented.
Choose an item.	*No instances of non-compliance documented.
Comments/ Context: Review of the schools website identified the following documentation not present or outdated: prior school year annual report(I.C.33-5209C(2) and CIP(I.C.33-320(3))	

STANDARD RATING: EXCEEDS STANDARD	
Facility and Services	Data/Evidence Source
The school's occupancy certificate is current.	*No instances of non-compliance documented.
Safety inspections and evacuation drills are compliant.	No instances of non-compliance documented.
<i>The IPCSC did not evaluate school transportation for students due to measure being waived for 2020-2021.</i>	*No instances of non-compliance documented.
<i>The IPCSC did not evaluate school nutrition for students due to measure being waived for 2020-2021</i>	MMCS does not offer a lunch program.
Comments/ Context:	

STANDARD RATING: DOES NOT MEET STANDARD	
Operational Compliance	Data/Evidence Source
Required reports were submitted accurately and on time.	*See Comments
The enrollment process is not compliant.	An IPCSC observation of the enrollment process generated questions. The feedback report for this observation state that observation of the 2022 lottery process will be necessary.
The teachers are properly credentialed.	*No instances of non-compliance documented.
Corrective action plans were issued by the SDE this year.	Corrective action plans were issued to MMCS by the SDE's special education department and English language learning department. Several issues remain unresolved.
Comments/ Context: MMCS submitted their financial audit passed the required deadline of 11/1/2020. Report was received on 11/6/2020.	

Longitudinal Operational Ratings | 2018-2023

Board Stewardship

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

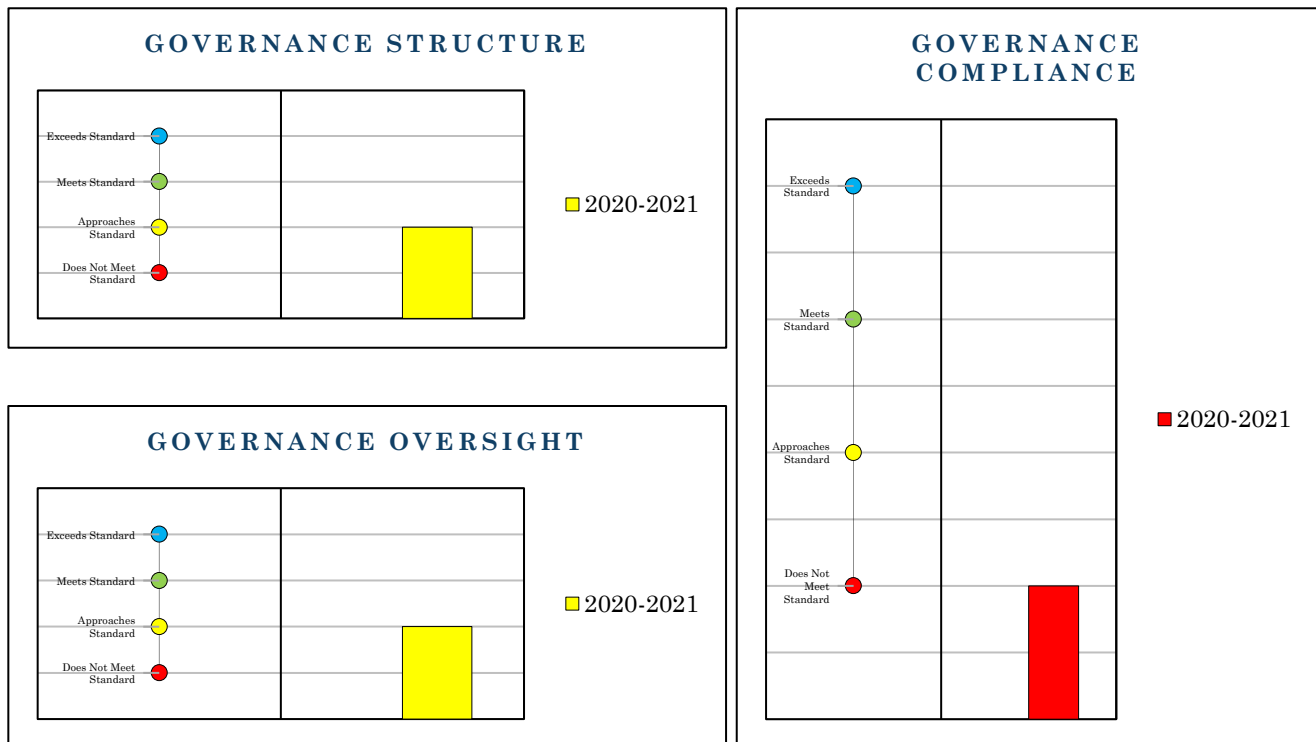
Ratings on the historical and revised framework are not comparable in the operational section. The two sets of data have been included. The school's operational ratings on the historical framework are provided for reference.

Operational Ratings | Historical Framework

School Year	Rating
2018-2019	HONOR
2019-2020	HONOR

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Board Stewardship | Revised Framework



Longitudinal Operational Ratings | 2018-2023

Management

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

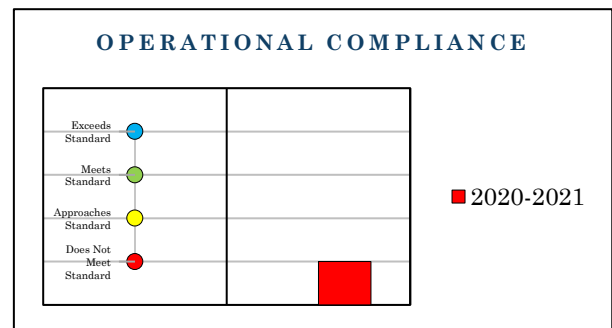
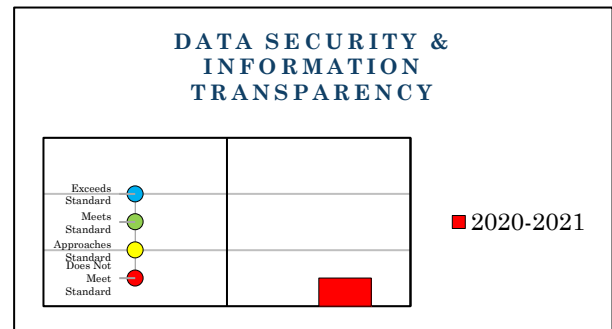
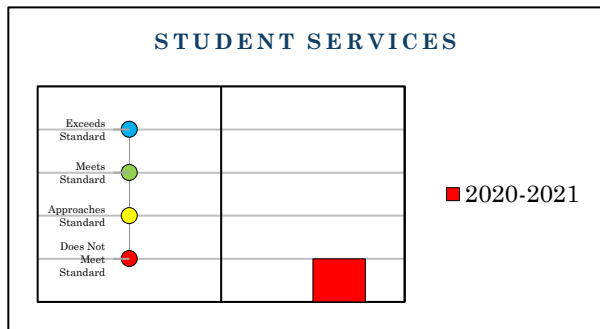
Ratings on the historical and revised framework are not comparable in the operational section. The two sets of data have been included. The school's operational ratings on the historical framework are provided for reference.

Operational Ratings | Historical Framework

School Year	Rating
2018-2019	HONOR
2019-2020	HONOR

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Management | Revised Framework



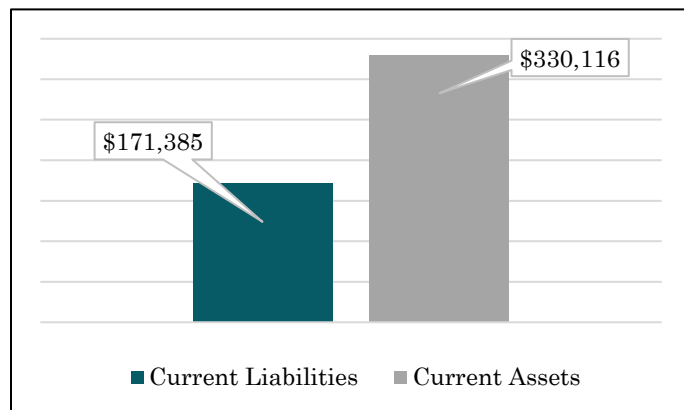
Financial Outcomes

NEAR TERM MEASURES

These measures evaluate whether a school is likely to meet its financial obligations in the next year.
 *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

Current Ratio

The school has a current ratio of more than 1.5.	Current Ratio 1.93	Ratings Not Applicable for 2020-2021
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Why This Matters:

Current Ratio is a comparison of a school's financial obligations due within one year (current liabilities) to the cash and investments held by the school (current assets).

A school with more assets than liabilities (a Current Ratio greater than 1.0) would be able to meet its financial obligations for the

next year without relying on future revenue.

A school with more liabilities than assets (a Current Ratio of less than 1.0) is dependent on revenue it has not yet received to meet existing financial obligations.

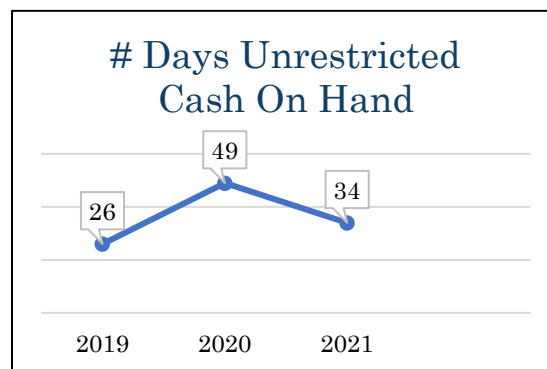
Unrestricted Days Cash

The school has between 30- and 60-days cash on hand, but the 1-year trend is negative.	34 Days	Ratings Not Applicable for 2020-2021
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Why this 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 current assets. Occasionally, a planned purchase may decrease this number temporarily. In those cases, 30-60 days cash on hand with an upward trend is acceptable. A school with less than 15 days cash on hand is in financial distress and is at risk of automatic closure.



Default

The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year.	Ratings Not Applicable for 2020-2021
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Why this Matters:

This measure identifies whether a school has defaulted on any of its financial obligations. Default can mean many things. Examples of default include: paying bills late, failing to make payroll, or inaccurately filing reports required for funding. Default can also include a failure to meet any additional requirements of long-term debt as established by the lender (such as meeting a specific enrollment target or maintaining a greater amount of cash on hand than the PCSC requires).

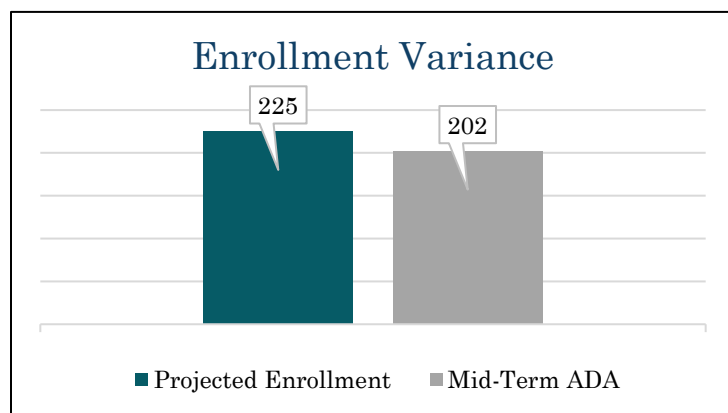
Any act of default can result in disruption of services, loans being called due, or funding that is inaccurate or withheld.

Comments/Context:

An IPCSC investigation found that the school's financial practices were not sound. Among other issues, payments to multiple vendors were found to be delinquent. The governing board took action to correct the issue in July of 2021.

Enrollment Variance

The school achieved and sustained less than 90% of its projected enrollment and did not provide a mid-year amended budget evidencing a break-even financial plan.	Enrollment Variance 89.78%	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Enrollment Variance measure considers what percentage of a school's projected enrollment was achieved. As the majority of a public school's funding is generated by student enrollment, this measure reflects a school's ability to execute its budget to plan.

A school that achieves at least 95% of its projected enrollment will likely experience few bumps and may make minor adjustments. A school that achieves less than 95% of projected enrollment is likely to face budget challenges requiring more significant budget amendments and may be in financial distress.

Financial Outcomes

SUSTAINABILITY MEASURES

These measures help determine whether a school is likely to remain financially stable into the future.

Total Margin

The school has maintained a positive total margin for at least 3 consecutive years.	CY Total Margin 5.39% 3-Year Aggregated 5.99%	Ratings Not Applicable for 2020-2021
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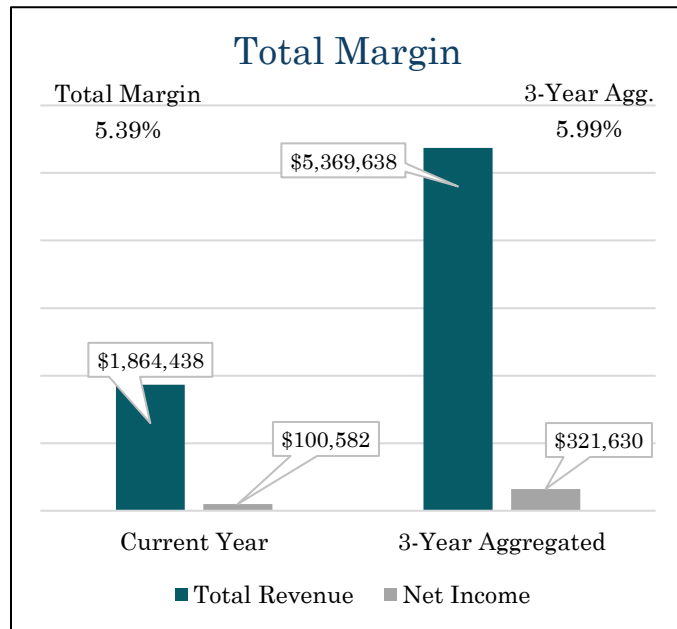
Why this Matters:

The Total Margin compares a school's total revenue to its net income. Specifically, this measure identifies what percentage of a school's total revenue in a given year was not expended during that year. 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 to identify these long-term trends.

Note: for the purposes of this calculation, pension liability is excluded from the school's net income.



Cash Flow

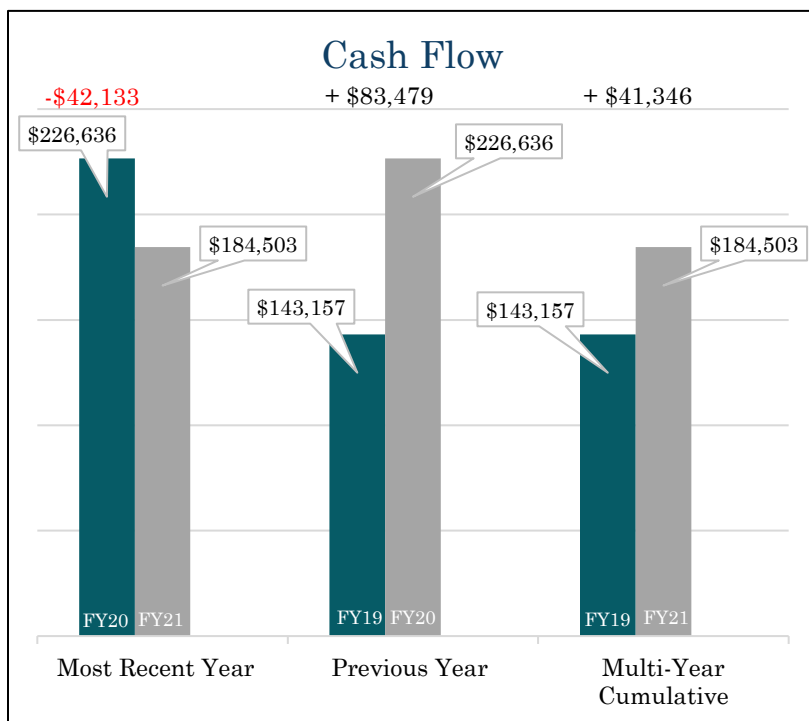
The school's multi-year cumulative cash flow is positive, but the most recent year's cash flow is negative.	Most Recent Year -\$42,133 Previous Year \$83,479 Multi-Year \$41,346	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Cash Flow measure considers the change in a school's cash balance over time. A school with a positive cash flow is increasing its reserves and is likely able to fund future projects and purchases.

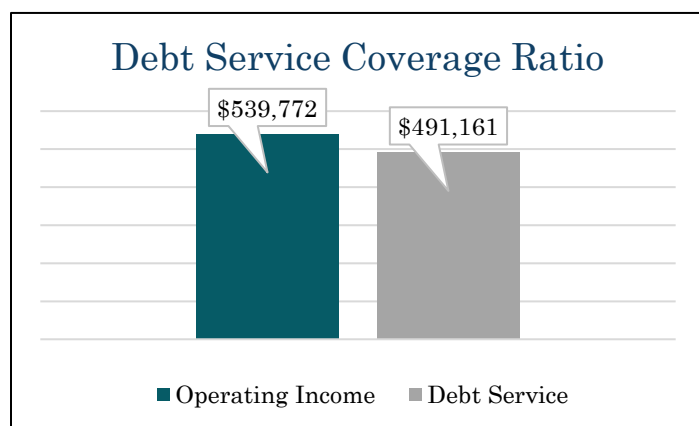
A school with a negative cash flow is using its existing reserves to fund general operations and is not likely to have the financial flexibility to fund future plans.

A multi-year cumulative cash flow helps to identify long-term trends.



Debt Service Coverage Ratio

Debt Service Coverage Ratio is between 1.1 and 1.49.	Debt Service Coverage Ratio 1.10	Ratings Not Applicable for 2020-2021
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Why this Matters:

This measure evaluates a school's ability to make payments on debt due in a given year using only that year's income. This helps determine whether a school has more debt than it can manage.

A school with more Operating Income than Debt Service (a Debt Service Coverage Ratio greater than 1) can meet the financial obligations of their debt. A

school with more Debt Service than Operating Income (a ratio of less than 1) is reliant on either reserves or revenues anticipated in future years to meet its debt obligations.

Debt to Asset Ratio

The school's Debt to Asset Ratio is greater than 1.0	Debt/Asset Ratio 1.03	Ratings Not Applicable for 2020-2021
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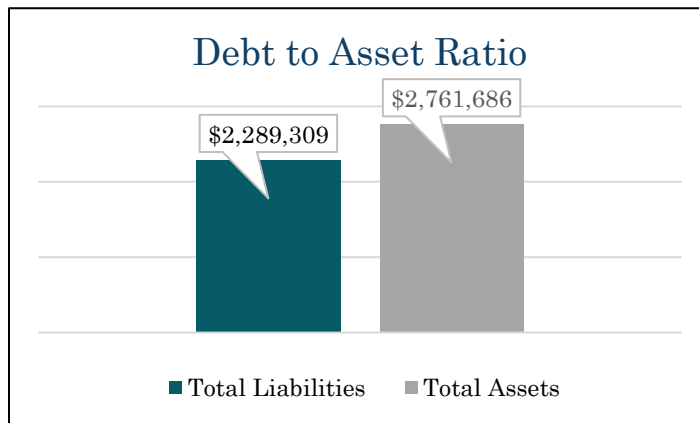
Why This Matters:

The Debt to Asset Ratio compares a school's total liabilities to its total assets. This helps determine whether a school would be able to meet both its short and long-term financial obligations.

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.

Note: for the purposes of this measure, pension liability is excluded from the school's total liabilities.



Financial Compliance

STANDARD RATING: NOT RATE FOR 2020-2021	
Financial Operations	Data and/or Evidence Source
The school's finances are managed in compliance with GAAP.	Financial Audit 10/29/2021
Expenditures and contracts are posted online appropriately.	School's Expenditure Page 7/30/2021
The school maintains compliant internal controls.	*See Comments
The school is operating under a Notification of Fiscal Concern.	NA or Notification of Fiscal Concern 6/11/2021
The school is not operating under a Notification of Possible or Imminent Closure.	*No instances of non-compliance documented.
Comments/Context MMCS was issued a recommendation for a corrective action plan which included updating the internal finance controls. The school has continued to make progress toward resolving the issues identified during the IPCSC's investigation.	

Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over a 5-year period. This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

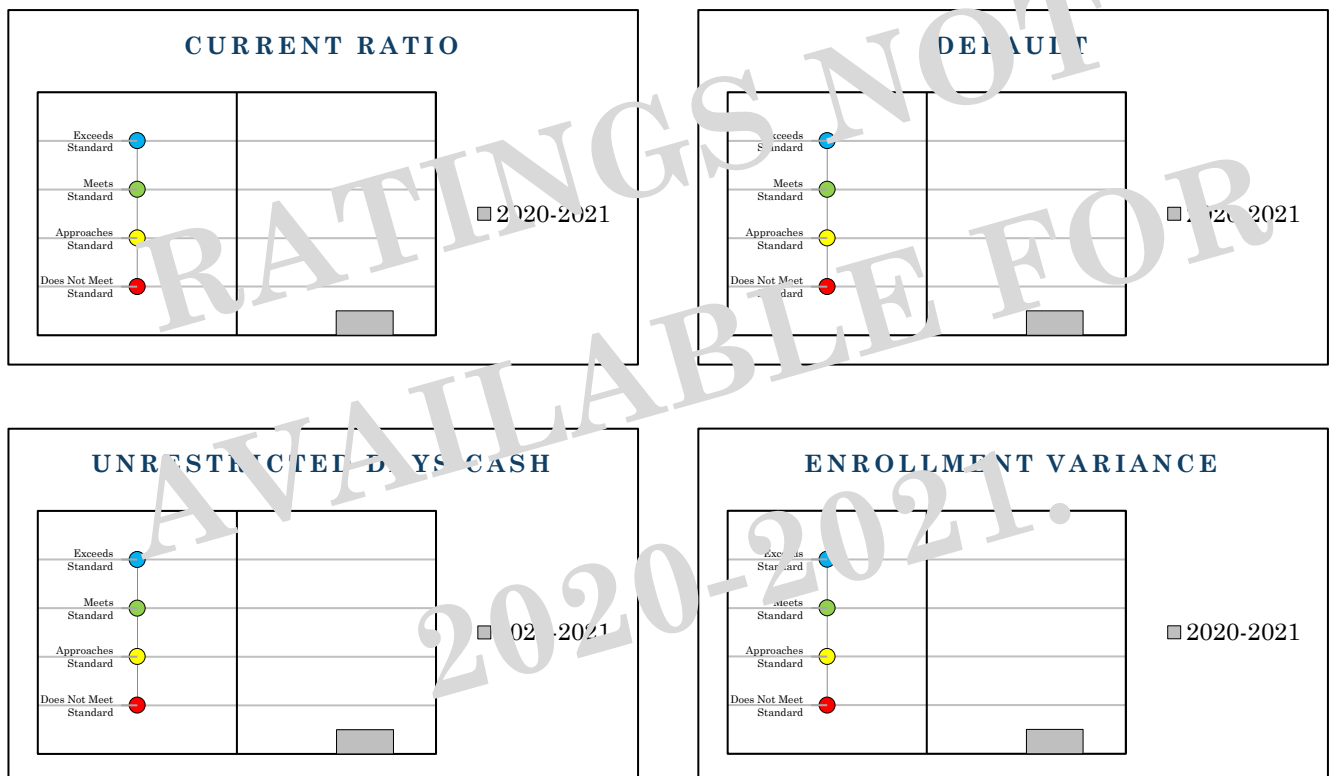
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Near Term Health Ratings | Historical Framework

SCHOOL YEAR	Near Term Health Rating
2018-2019	GOOD STANDING
2019-2020	HONOR

Financial Near Term Health Ratings | Revised Framework



Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

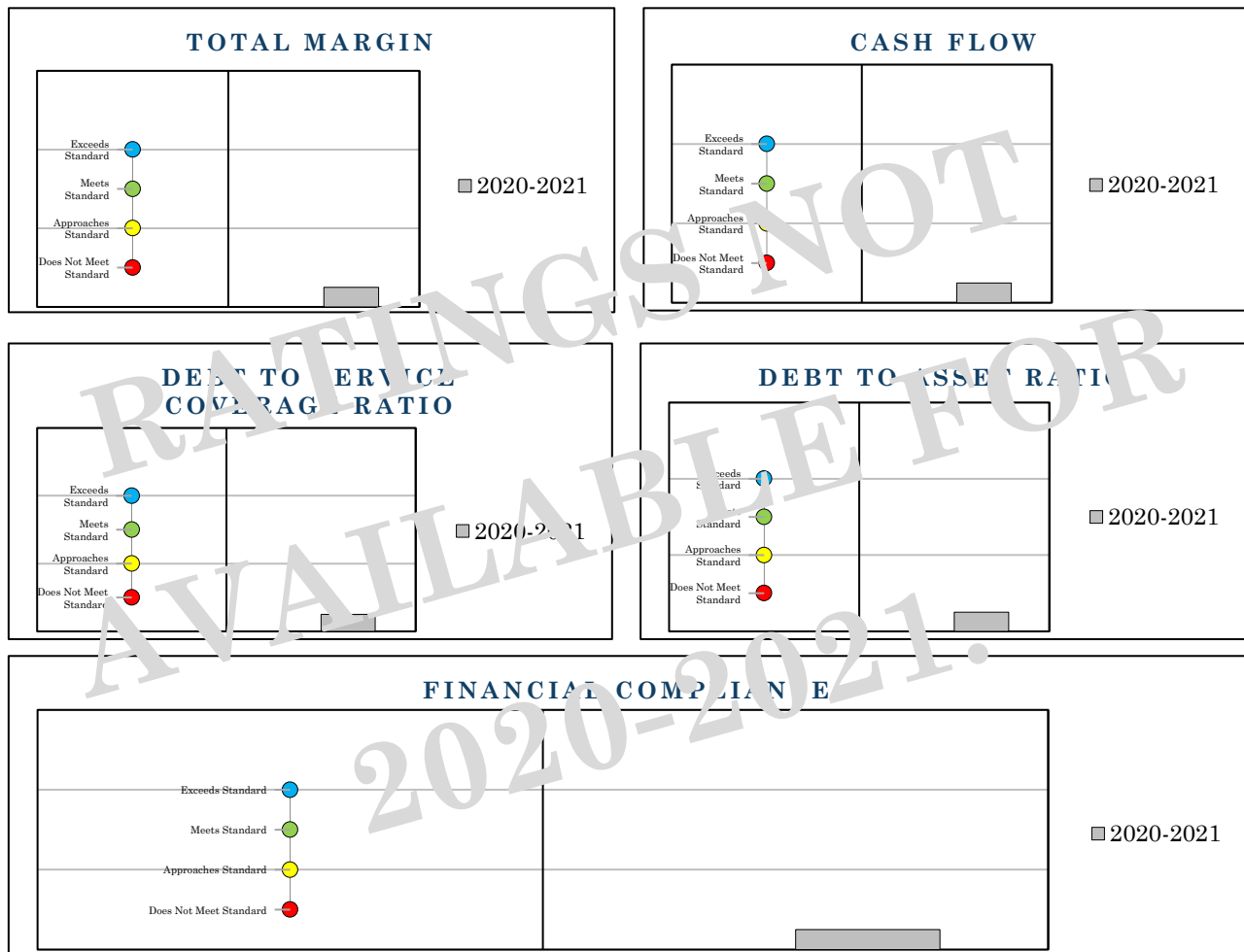
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Sustainability Ratings | Historical Framework

SCHOOL YEAR	Sustainability Rating
2018-2019	GOOD STANDING
2019-2020	HONOR

Financial Sustainability Ratings | Revised Framework



*The 2020-2021 Annual Report has been finalized by the
Idaho Public Charter School Commission staff.*

If you have any questions or comments, please contact
the IPCSC.



IDAHO PUBLIC CHARTER SCHOOL COMMISSION

304 N. 8th St. Ste.242

Boise, ID 83720

208-332-1561

pcsc@osbe.idaho.gov



Annual Performance Report 2021

Project Impact STEM Academy, Inc.

Mission Statement: Project Impact STEM Academy will provide an engaging, adaptive learning environment through the use of personalized learning plans, intentionally integrated curriculum, mastery-based progression, and with authentic projects embedded in science, technology, engineering and math. In this environment, students will gain confidence, practice failure until it is no longer intimidating, and become invested in the life-long pursuit of knowledge.

Chair/President	Teresa Fleming
Secretary	Ben Peterson
Administrator	Dr. Jill Hettinger
Business Manager	Amy Weber
School Location	2275 W. Hubbard Rd Kuna
School Phone	208-576-4811

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Introduction

Charter schools in Idaho operate on 5-year terms as defined in a Performance Certificate executed between the school's board and its authorizer. In addition, Idaho law requires that every certificate includes a framework describing the expectations the school must meet in order to earn a next operational term. It also requires that charter school authorizer's complete performance reports for the schools they oversee each year. The annual performance report serves the following purposes:

1. To provide transparent information about charter school quality to the public;
2. To ensure charter school boards have access to clear expectations and;
3. To inform mid-term authorizing decisions.

This report reflects how the school's outcomes during the most recently completed school year measure up against the expectations established in the framework. At the end of each 5-year term, the authorizer reviews the school's annual reports and financial data to inform its decision to renew, conditionally renew, or non-renew, the school for a subsequent term.

Each measure included in the IPCSC's framework has a meets standard benchmark. A school that meets standard on all measures at the end of its current operational term is guaranteed an unconditional renewal. A school that does not meet standard on at least one measure at the end of its current operational term may be conditionally renewed or non-renewed. Because the outcomes on this report inform high-stakes decisions, schools are encouraged to use this information to support their strategic planning efforts each year.

COVID-19 NOTE: Please note that due to the COVID-19 pandemic, the IPCSC has suspended ratings (exceeds, meets, etc.) on academic and financial measures for the FY21 report. All outcomes are included in this report; however, outcomes are not rated.

Project Impact STEM Academy Performance Certificate: [Pi STEM Performance Certificate](#)

Performance Framework: [IPCSC Performance Framework](#)

Current Term: 2018-2023

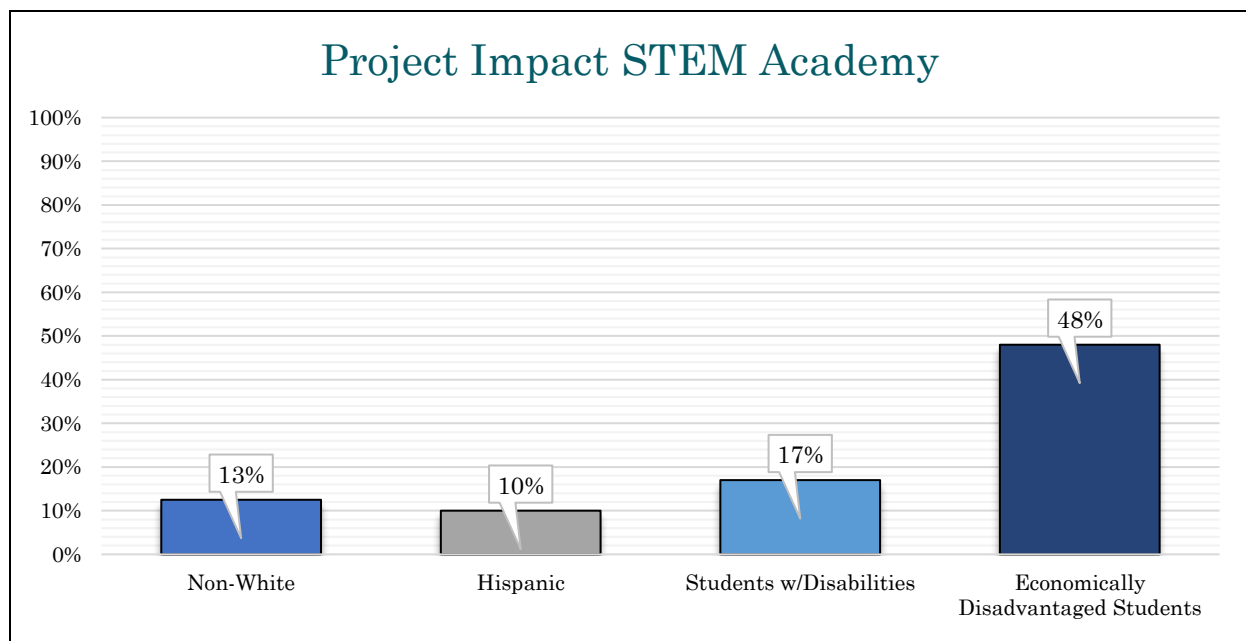
School Overview

Model:	STEM
Enrollment Capacity:	429
Grades Served:	K-12
Enrollment Projected FY22:	233

Key Design Elements:

- STEM will be developed as a school-wide culture through a focus on inquiry, problem solving, and flexible scheduling.
- Curriculum will be Mastery-Based and Personalized.
- Curriculum will be integrated across subjects through use of project based learning strategies as well as reading and writing projects.
- Expanded assessment methodologies will be used school-wide, including portfolios, presentations, and rubrics that focus on Critical thinking, Communication, Collaboration, and Creativity

2021 PROJECT IMPACT STEM ACADEMY DEMOGRAPHIC SUMMARY:



2020-2021 Annual Snapshot

Schools are encouraged to use this information for strategic planning and to ensure that any identified weaknesses are addressed in advance of renewal consideration.

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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ACADEMIC OUTCOMES:	
Math Proficiency	48%
Math Growth	<i>Data Not Available for 2020-2021</i>
ELA Proficiency	50%
ELA Growth	<i>Data Not Available for 2020-2021</i>
Literacy Proficiency	FALL IRI: 49% SPRING IRI: 52%

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	2.41
Unrestricted Days Cash	41
Default	None
Enrollment Variance	79.51%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	MEETS STANDARD
Governance Oversight	MEETS STANDARD
Governance Compliance	MEETS STANDARD

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	MEETS STANDARD
Data Security/Transparency	MEETS STANDARD
Facility & Services	MEETS STANDARD
Operational Compliance	MEETS STANDARD

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin 3 Yr. Aggregate Margin	TM: 1.83% 3YR: 2.73%
Cash Flow Multi-Year Cash Flow	CF: -\$25,958 MY: \$120,213
Debt Service Coverage Ratio	1.19
Debt Asset Ratio	.65
Financial Compliance	Not Rated for 2020-2021

Note: Due to the impact of the pandemic, Academic outcomes were not available for the 2019-2020 school year. Academic outcomes are available but will not be rated for the 2020-2021 school year.

Academic Outcomes

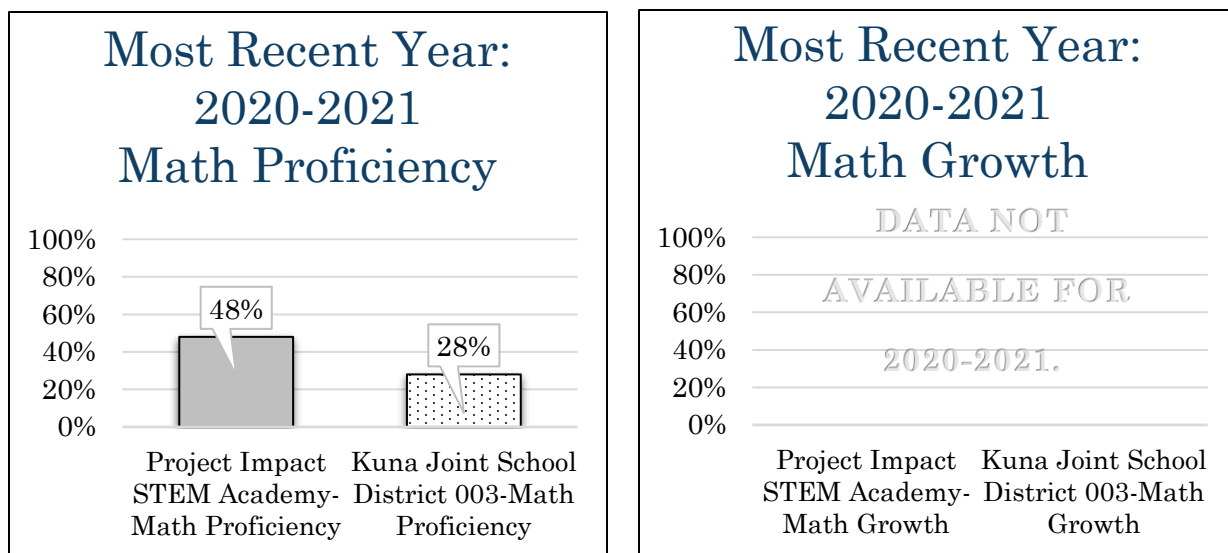
MATH PROFICIENCY & MATH GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide mathematics assessment (ISAT) meets the IPCSC standard on both the math proficiency and math growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving mathematics achievement outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Kuna Joint School (003)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
MATH PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
MATH GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

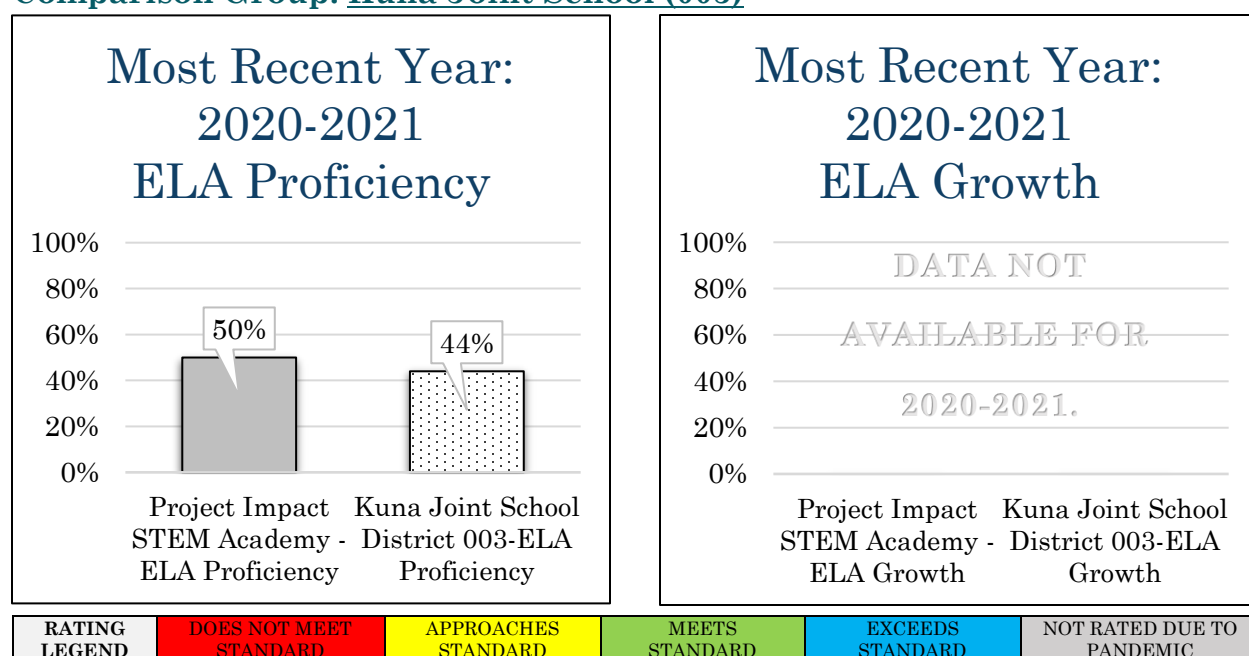
ELA PROFICIENCY & ELA GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide ELA assessment (ISAT) meets the IPCSC standard on both the ELA proficiency and ELA growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Kuna Joint School (003)



*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
ELA PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
ELA GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

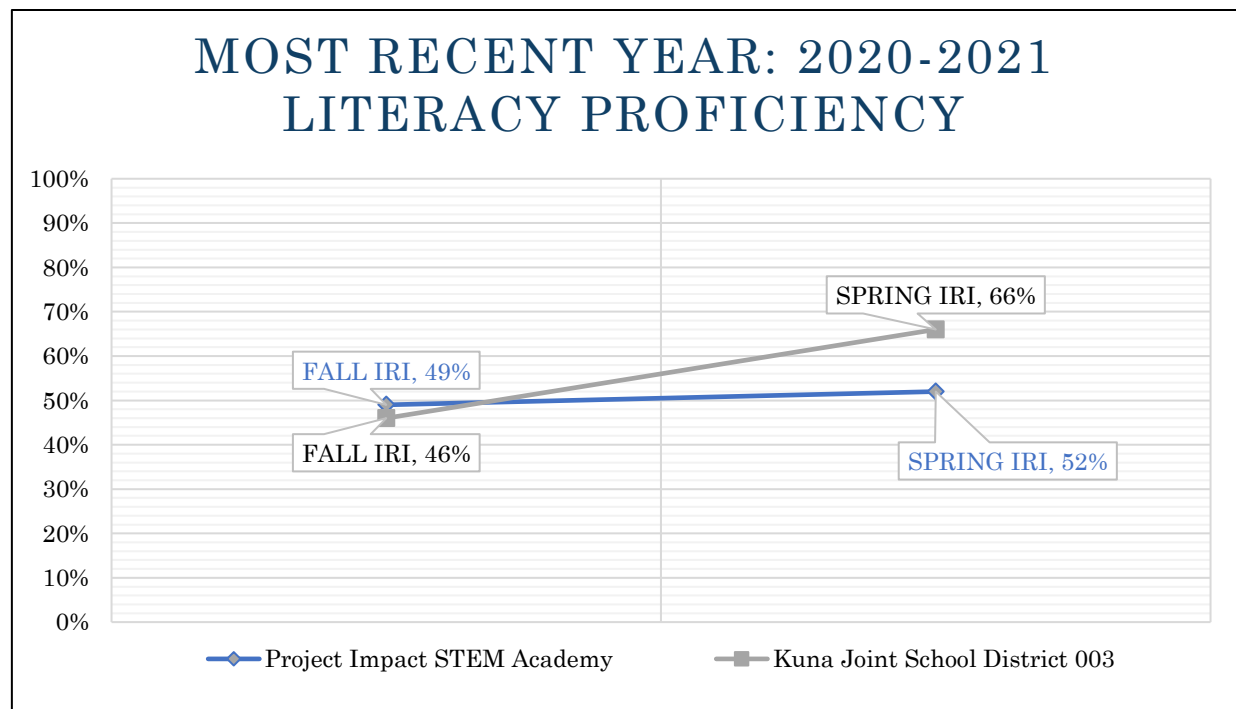
LITERACY PROFICIENCY

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the spring statewide literacy assessment (IRI) meets the IPCSC standard. Alternatively, a school that did not perform as well or better than its comparison group on the spring assessment, but that did improve its outcome by at least 10% from fall to spring, also meets standard.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Kuna Joint School (003)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
LITERACY PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

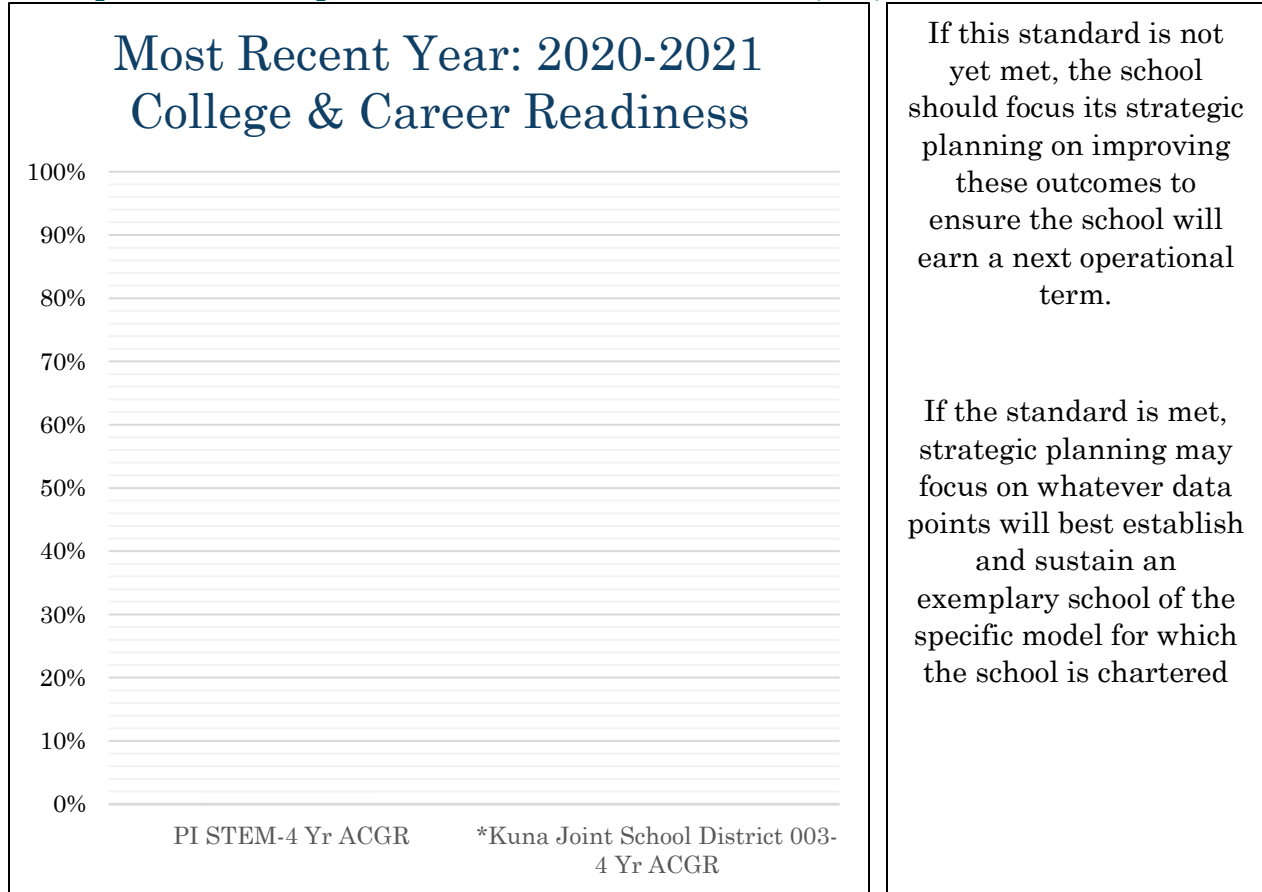
Academic Outcomes

COLLEGE & CAREER READINESS

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school with a 4-year graduation rate equal to or greater than the average of its comparison group meets the IPCSC standard.

Comparison Group: Kuna Joint School District (003)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	COLLEGE & CAREER RATING	APPLICABLE RUBRIC DESCRIPTION
College & Career Readiness	Ratings Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year.

Longitudinal Academic Ratings | 2018-2023

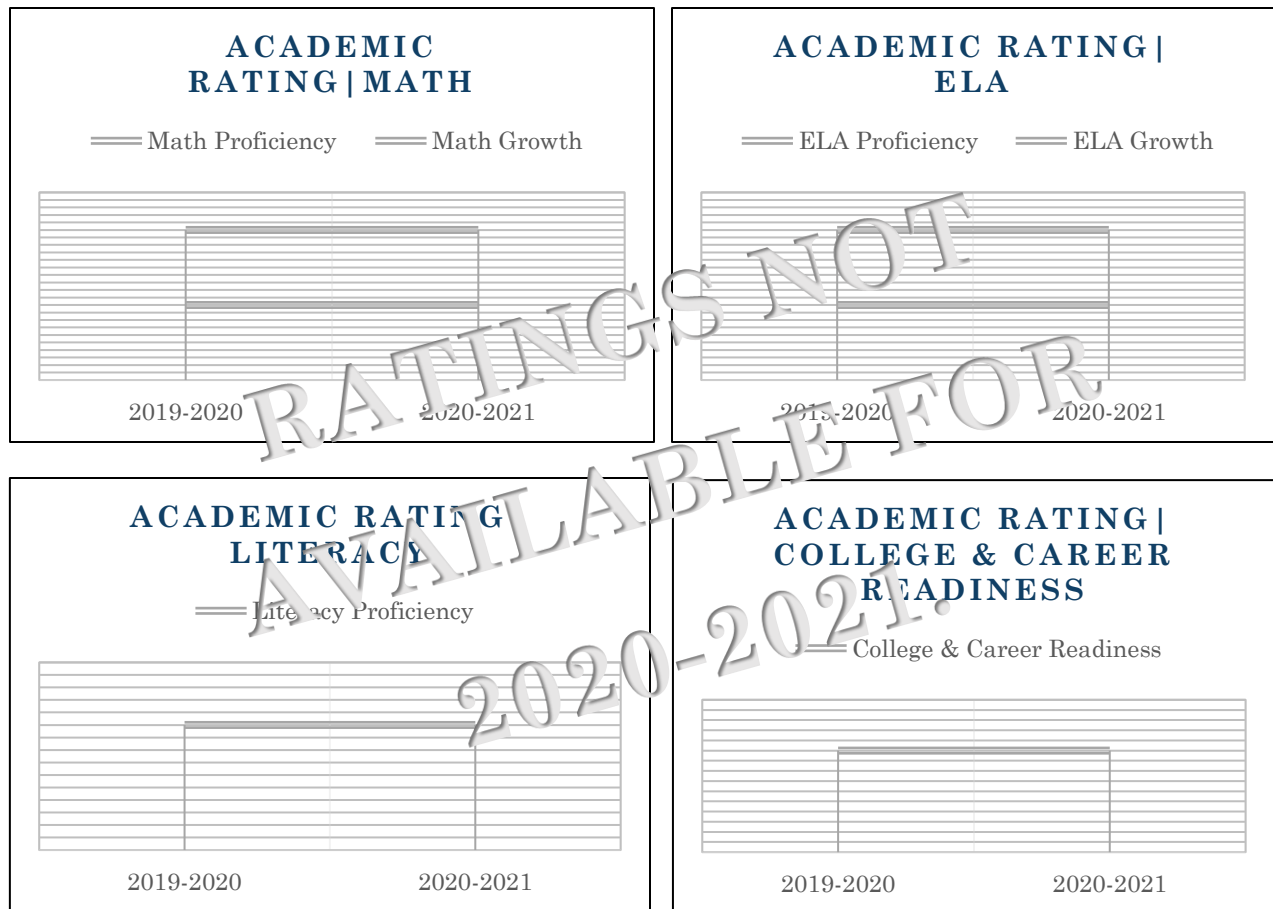
Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive strategic planning as the school approach its next renewal decision.

Academic Ratings | Historical Framework

SCHOOL YEAR	ACADEMIC GEN ED OUTCOME
2018-2019	REMEDIATION

Academic Ratings | Revised Framework

Due to COVID-19 pandemic, no academic data was available for the 2019-2020 school year. Additionally, as ratings are used to inform charter renewal decisions, the IPCSC chose to suspend ratings for the 2020-21 school year due to the anticipated impact of the pandemic.



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Operational Outcomes

BOARD STEWARDSHIP

Why This Matters:

At the highest level, the success of a charter school is driven by the ability of its governing board to govern effectively. The measures in this section help identify the strengths and challenges faced by the school's board. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year. *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

STANDARD RATING: MEETS STANDARD	
Governance Structure Measure	Data/Evidence Source
The board bylaws are compliant with ID law.	Bylaws 12/4/2018. *Please provide an updated copy if any amendments have been made as of 7/1/21.
The school's articles of incorporation are current.	Articles of Incorporation initially filed on 6/1/2017. Most recently updated on 12/18/2017.
The board does operate in compliance with its bylaws.	*No instances of non-compliance documented.
Investigations were not conducted into ethical behavior or conflict of interest regarding any board director this year.	*No instances of non-compliance documented.
The board did not experience Open Meeting Law violations that needed to be cured this year.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: MEETS STANDARD	
Governance Oversight Measure	Data/Evidence Source
The IPCSC did not evaluate the boards review of academic data in a timely and thorough manner due to pandemic for 2020-2021.	*No instances of non-compliance documented.
The board did review financial reports in a timely and thorough manner.	*No instances of non-compliance documented.
The board did maintain compliant policies.	*No instances of non-compliance documented.
The board did engage in strategic planning.	*No instances of non-compliance documented.
The board did conduct a compliant evaluation of their school leader or management organization.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: MEETS STANDARD	
Governance Compliance Measure	Data/Evidence Source
The IPCSC did not issue courtesy letters to the school noting compliance concerns this year.	*No instances of non-compliance documented.
Another investigative body was not notified of concerns at this school this year.	*No instances of non-compliance documented.
Comments/ Context:	

Operational Outcomes

MANAGEMENT

Why This Matters:

The systems and structures that support school operations are an important part of the school's overall success. The measures in this section help identify the strengths and challenges that impact the school's day-to-day operations. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year.

STANDARD RATING: MEETS STANDARD	
Student Services	Data/Evidence Source
The school's English Language Learners program is in good standing.	*No instances of non-compliance documented.
The school's Special Education program is in good standing.	*No instances of non-compliance documented.
The school's college and career readiness program is in good standing.	Continuous Improvement Plan 2020-2021
Comments/ Context:	

STANDARD RATING: MEETS STANDARD	
Data Security and Information Transparency	Data/Evidence Source
The school's website is not compliant and updated appropriately.	*No instances of non-compliance documented.
The school did not experience issues involving data security this year.	*No instances of non-compliance documented.
The school did not experience compliance issues with public records requests.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: MEETS STANDARD	
Facility and Services	Data/Evidence Source
The school's occupancy certificate is current.	*No instances of non-compliance documented.
Safety inspections and evacuation drills are compliant.	*Most Recent: 9/14/2020 No instances of non-compliance documented.
<i>The IPCSC did not evaluate school transportation for students due to measure being waived for 2020-2021.</i>	*No instances of non-compliance documented.
<i>The IPCSC did not evaluate school nutrition for students due to measure being waived for 2020-2021</i>	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: MEETS STANDARD	
Operational Compliance	Data/Evidence Source
Required reports were submitted accurately and on time.	*No instances of non-compliance documented.
The enrollment process is compliant.	*No instances of non-compliance documented.
The teachers are properly credentialed.	*No instances of non-compliance documented.
Corrective action plans were not issued by the SDE this year.	*No instances of non-compliance documented.
Comments/ Context:	

Longitudinal Operational Ratings | 2018-2023

Board Stewardship

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

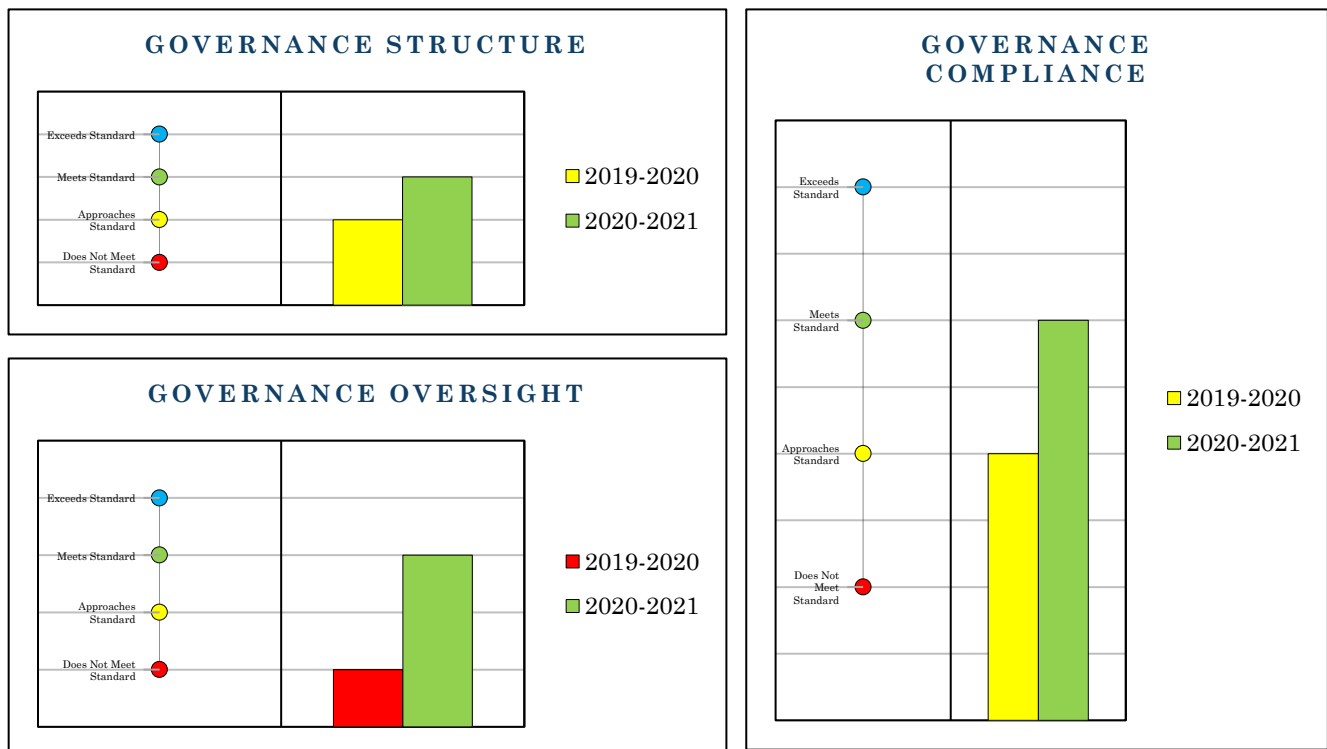
Ratings on the historical and revised framework are not comparable in the operational section. The two sets of data have been included. The school's operational ratings on the historical framework are provided for reference.

Operational Ratings | Historical Framework

School Year	Rating
2018-2019	REMEDIATION

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Board Stewardship | Revised Framework



Longitudinal Operational Ratings | 2018-2023

Management

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

Ratings on the historical and revised framework are not comparable in the operational section. The two sets of data have been included. The school's operational ratings on the historical framework are provided for reference.

Operational Ratings | Historical Framework

School Year	Rating
2018-2019	REMEDIATION

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Management | Revised Framework



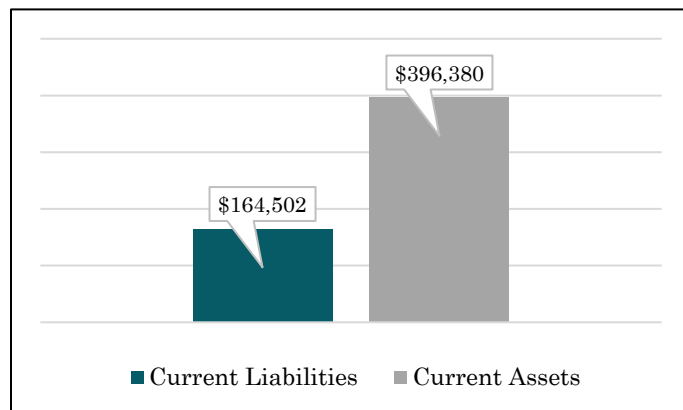
Financial Outcomes

NEAR TERM MEASURES

These measures evaluate whether a school is likely to meet its financial obligations in the next year.
 *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

Current Ratio

The school has a current ratio of more than 1.5.	Current Ratio 2.41	Ratings Not Applicable for 2020-2021
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Why This Matters:

Current Ratio is a comparison of a school's financial obligations due within one year (current liabilities) to the cash and investments held by the school (current assets).

A school with more assets than liabilities (a Current Ratio greater than 1.0) would be able to meet its financial obligations for the

next year without relying on future revenue.

A school with more liabilities than assets (a Current Ratio of less than 1.0) is dependent on revenue it has not yet received to meet existing financial obligations.

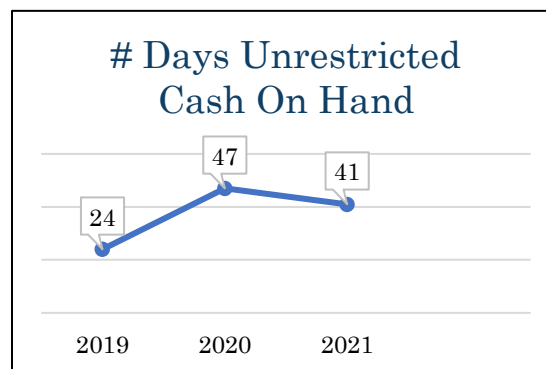
Unrestricted Days Cash

The school has between 30 and 60 days cash on hand, but the 1-year trend is negative.	41 Days	Ratings Not Applicable for 2020-2021
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Why this 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 current assets. Occasionally, a planned purchase may decrease this number temporarily. In those cases, 30-60 days cash on hand with an upward trend is acceptable. A school with less than 15 days cash on hand is in financial distress and is at risk of automatic closure.



Default

The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year.	Ratings Not Applicable for 2020-2021
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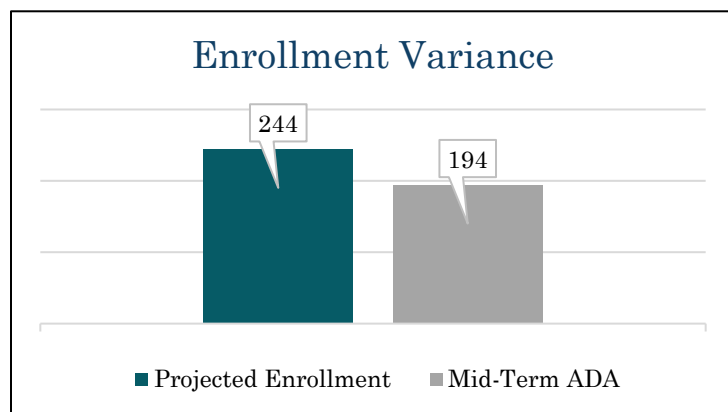
Why this Matters:

This measure identifies whether a school has defaulted on any of its financial obligations. Default can mean many things. Examples of default include: paying bills late, failing to make payroll, or inaccurately filing reports required for funding. Default can also include a failure to meet any additional requirements of long-term debt as established by the lender (such as meeting a specific enrollment target or maintaining a greater amount of cash on hand than the PCSC requires).

Any act of default can result in disruption of services, loans being called due, or funding that is inaccurate or withheld.

Enrollment Variance

The school achieved and sustained less than 90% of its projected enrollment and did not provide a mid-year amended budget evidencing a break-even financial plan.	Enrollment Variance 79.51%	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Enrollment Variance measure considers what percentage of a school's projected enrollment was achieved. As the majority of a public school's funding is generated by student enrollment, this measure reflects a school's ability to execute its budget to plan.

A school that achieves at least 95% of its projected enrollment will likely experience few bumps and may make minor adjustments. A school that achieves less than 95% of projected enrollment is likely to face budget challenges requiring more significant budget amendments and may be in financial distress.

Financial Outcomes

SUSTAINABILITY MEASURES

These measures help determine whether a school is likely to remain financially stable into the future.

Total Margin

The school's aggregated 3-year total margin is positive, and the most recent year's total margin is positive.	CY Total Margin 1.83% 3-Year Aggregated 2.73%	Ratings Not Applicable for 2020-2021
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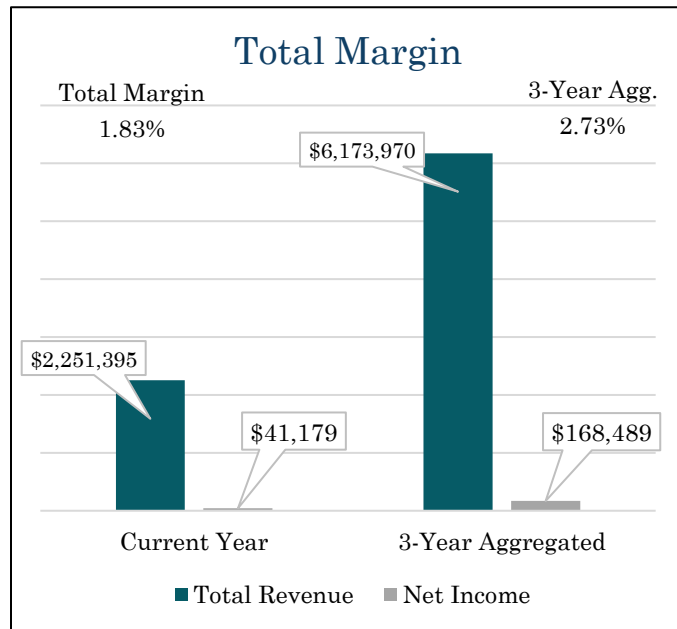
Why this Matters:

The Total Margin compares a school's total revenue to its net income. Specifically, this measure identifies what percentage of a school's total revenue in a given year was not expended during that year. 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 to identify these long-term trends.

Note: for the purposes of this calculation, pension liability is excluded from the school's net income.



Cash Flow

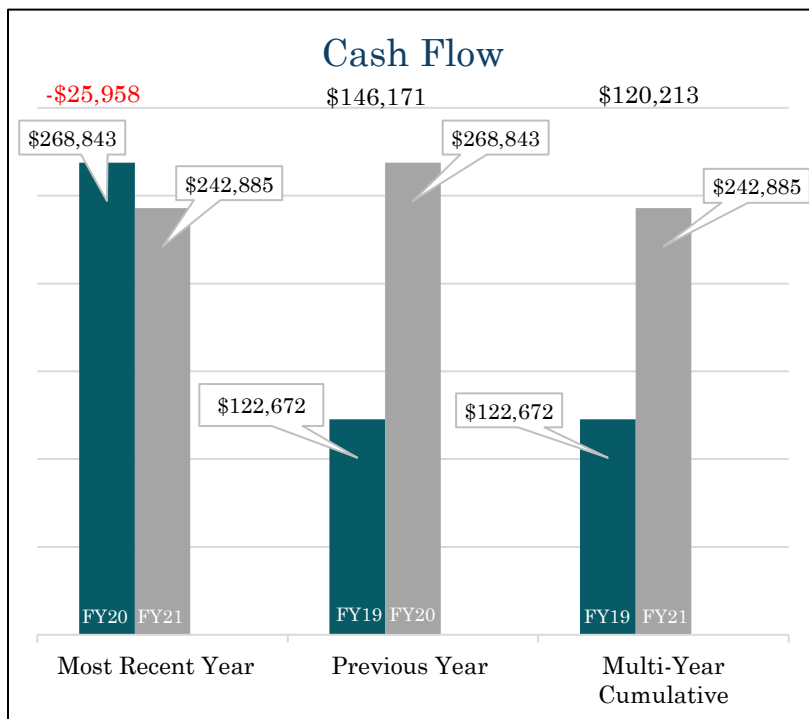
The school's multi-year cumulative cash flow is negative.	Most Recent Year -\$25,958 Previous Year \$146,171 Multi-Year \$120,213	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Cash Flow measure considers the change in a school's cash balance over time. A school with a positive cash flow is increasing its reserves and is likely able to fund future projects and purchases.

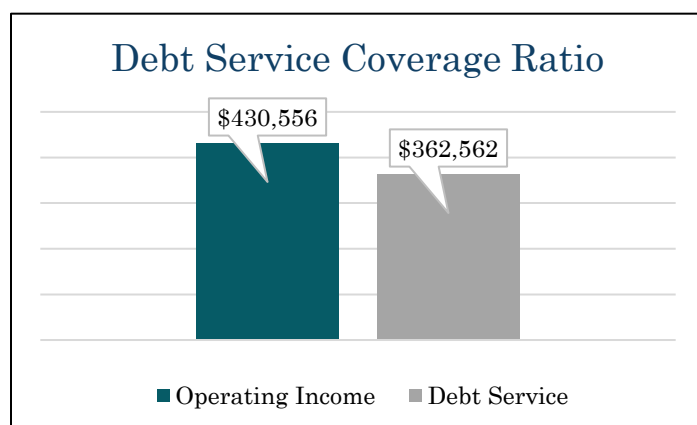
A school with a negative cash flow is using its existing reserves to fund general operations and is not likely to have the financial flexibility to fund future plans.

A multi-year cumulative cash flow helps to identify long-term trends.



Debt Service Coverage Ratio

Debt Service Coverage Ratio is between 1.1 and 1.49.	Debt Service Coverage Ratio 1.19	Ratings Not Applicable for 2020-2021
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Why this Matters:

This measure evaluates a school's ability to make payments on debt due in a given year using only that year's income. This helps determine whether a school has more debt than it can manage.

A school with more Operating Income than Debt Service (a Debt Service Coverage Ratio greater than 1) can meet the financial obligations of their debt. A

school with more Debt Service than Operating Income (a ratio of less than 1) is reliant on either reserves or revenues anticipated in future years to meet its debt obligations.

Debt to Asset Ratio

The school's Debt to Asset Ratio is less than 0.9	Debt/Asset Ratio .65	Ratings Not Applicable for 2020-2021
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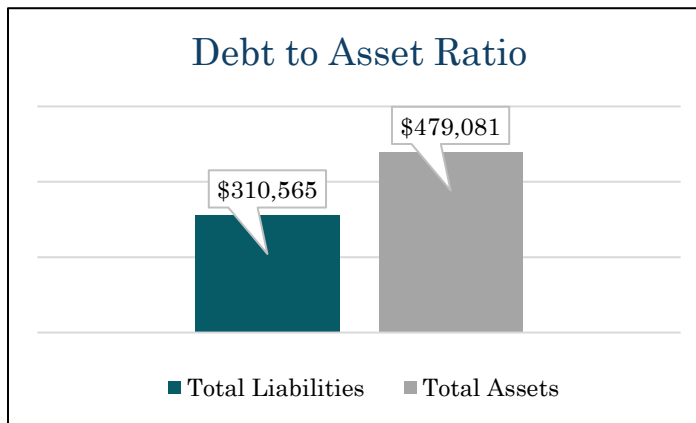
Why This Matters:

The Debt to Asset Ratio compares a school's total liabilities to its total assets. This helps determine whether a school would be able to meet both its short and long-term financial obligations.

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.

Note: for the purposes of this measure, pension liability is excluded from the school's total liabilities.



Financial Compliance

STANDARD RATING: NOT RATED FOR 2020-2021	
Financial Operations	Data and/or Evidence Source
The school's finances are managed in compliance with GAAP.	Financial Audit 9/20/2021
Expenditures and contracts are not posted online appropriately.	School's Expenditure Page 7/30/2021
The school maintains compliant internal controls.	*No instances of non-compliance documented.
The school is not operating under a Notification of Fiscal Concern.	*No instances of non-compliance documented.
The school is not operating under a Notification of Possible or Imminent Closure.	*No instances of non-compliance documented.
Comments/Context	

Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years).. This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

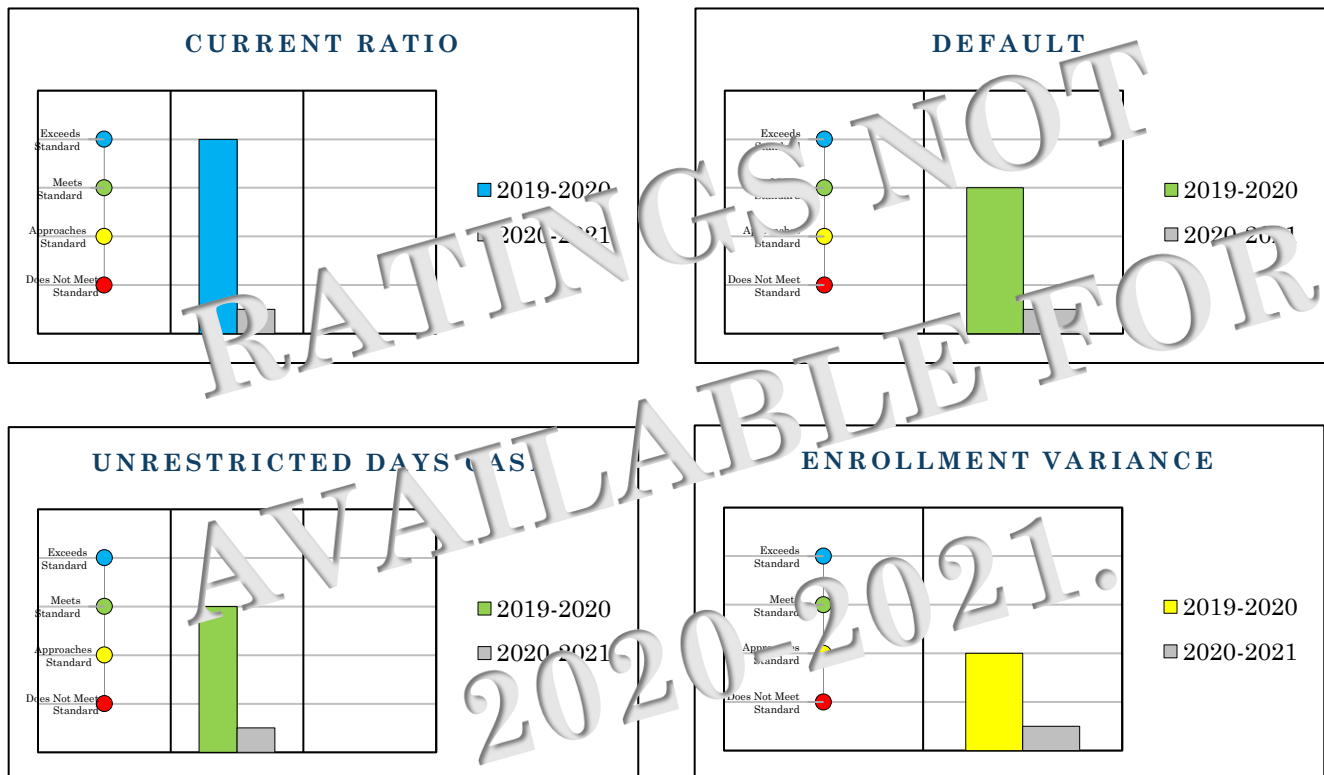
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Near Term Health Ratings | Historical Framework

School Year	Near Term Health Rating
2018-2019	GOOD STANDING

Financial Near Term Health Ratings | Revised Framework



Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years).. This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

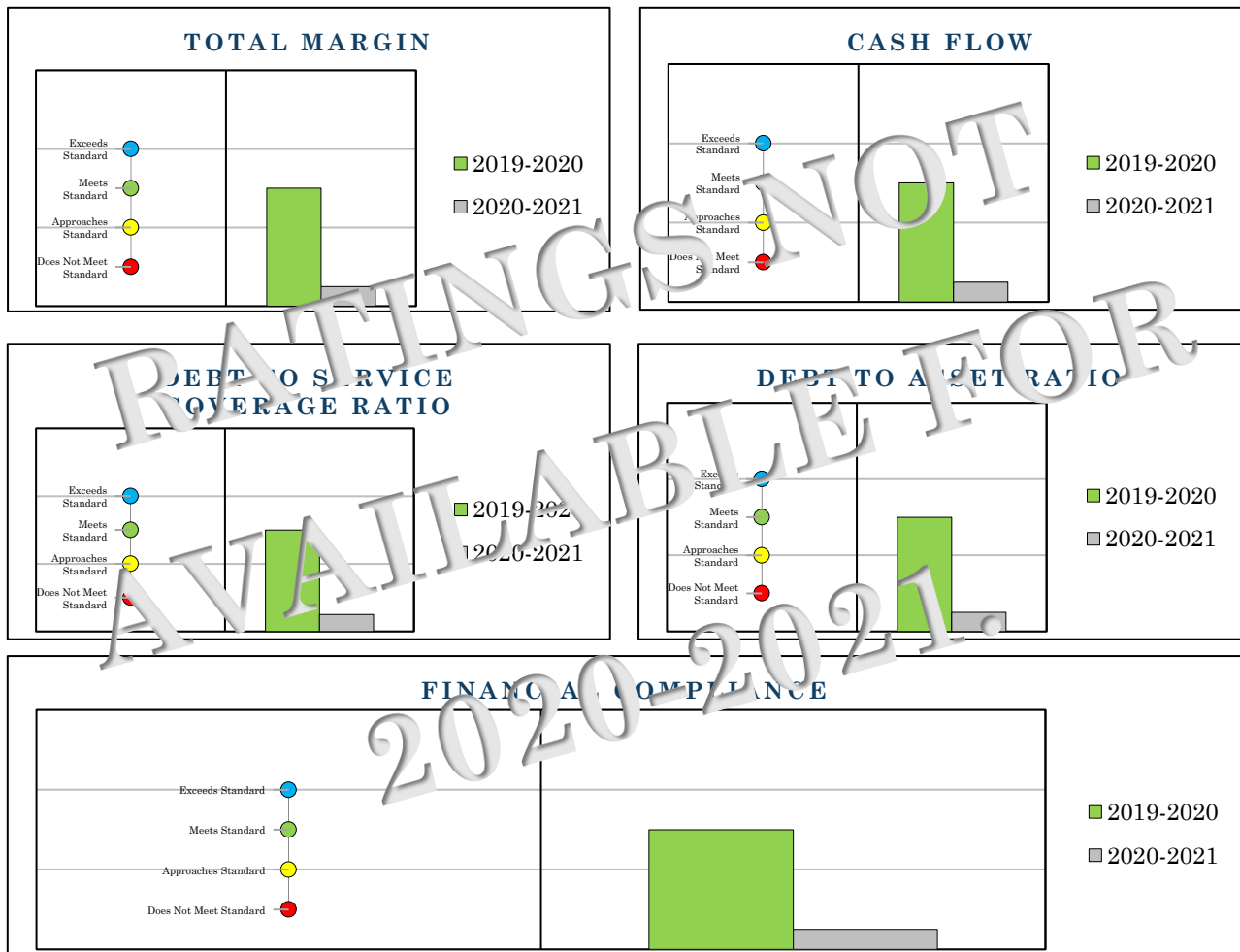
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Sustainability Ratings | Historical Framework

School Year	Sustainability Rating
2018-2019	GOOD STANDING

Financial Sustainability Ratings | Revised Framework



Conditional Certificate Status Update

Project Impact STEM Academy's Performance Certificate was originally approved in 2018 subject to the conditions listed below.

Condition 1: Condition Met

Pi STEM will achieve accreditation candidacy status by July 1, 2019, and full accreditation through the Northwest Accreditation Commission by July 1, 2021.

Status: Pi STEM achieved full accreditation with Cognia on March 31, 2021.

Condition 2: In Progress

By July 1, 2022, Pi STEM will obtain STEM certification, either as a program or as a school, at the sustaining level. Such certification shall be maintained at the sustaining level throughout the remainder of the performance certificate term.

Status: This condition will be assessed in July of 2022. If the school meets standard at that time, no further action will be taken. If the school does not meet standard at that time, the IPCSC must consider whether further action is necessary at its August 2022 regularly scheduled meeting.

Condition 3: Condition Met

By January 31, 2018, Pi STEM will submit to the PCSC office a signed, written commitment from Giza Development that Pi STEM is not committed to permanent facility construction on any specific timeline.

Status: This condition was met by the stated due date.

*The 2020-2021 Annual Report has been finalized by the
Idaho Public Charter School Commission staff.*

If you have any questions or comments, please contact
the IPCSC.



304 N. 8th St. Ste.242

Boise, ID 83720

208-332-1561

pcsc@osbe.idaho.gov



Annual Performance Report 2021

Peace Valley Charter School

Mission Statement: To provide a developmentally appropriate, arts and nature-based education, nurturing children's innate creativity and inspiring them to become lifelong learners who are mindful, active, and engaged global citizens.

Chair/President

Eric McDonald

Secretary

Administrator

Andrew Ross

Business Manager

Matthew Lovell

School Location

1845 S Federal Way Boise

School Phone

208-205-8818

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Introduction

Charter schools in Idaho operate on 5-year terms as defined in a Performance Certificate executed between the school's board and its authorizer. In addition, Idaho law requires that every certificate includes a framework describing the expectations the school must meet in order to earn a next operational term. It also requires that charter school authorizer's complete performance reports for the schools they oversee each year. The annual performance report serves the following purposes:

1. To provide transparent information about charter school quality to the public;
2. To ensure charter school boards have access to clear expectations and;
3. To inform mid-term authorizing decisions.

This report reflects how the school's outcomes during the most recently completed school year measure up against the expectations established in the framework. At the end of each 5-year term, the authorizer reviews the school's annual reports and financial data to inform its decision to renew, conditionally renew, or non-renew, the school for a subsequent term.

Each measure included in the IPCSC's framework has a meets standard benchmark. A school that meets standard on all measures at the end of its current operational term is guaranteed an unconditional renewal. A school that does not meet standard on at least one measure at the end of its current operational term may be conditionally renewed or non-renewed. Because the outcomes on this report inform high-stakes decisions, schools are encouraged to use this information to support their strategic planning efforts each year.

COVID-19 NOTE: Please note that due to the COVID-19 pandemic, the IPCSC has suspended ratings (exceeds, meets, etc.) on academic and financial measures for the FY21 report. All outcomes are included in this report; however, outcomes are not rated.

Peace Valley Charter School Performance Certificate: [PVCS Performance Certificate](#)

Performance Framework: [IPCSC Performance Framework](#)

Current Term: 2017-2023

School Overview

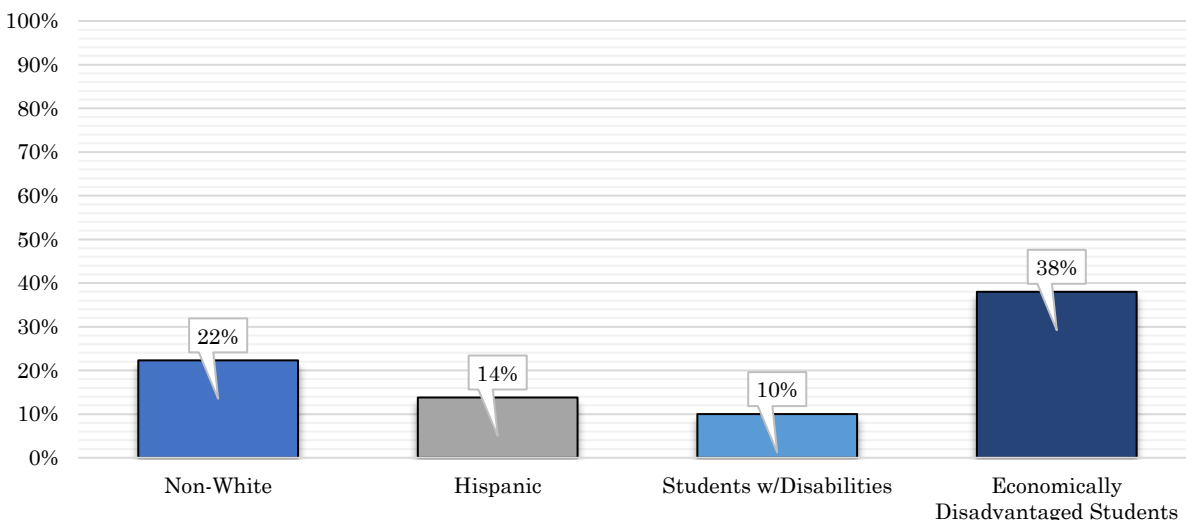
Model:	Waldorf
Enrollment Capacity:	540
Grades Served:	K-8
Enrollment Projected FY22:	360

Key Design Elements:

- A cross-disciplinary approach with block scheduling and rigorous, relevant, balanced, developmentally based curriculum.
- Sustainable living practices, environmental stewardship, and experiential learning through outdoor nature experiences, and gardening skills.
- Multi-sensory learning through singing, painting, movement, drawing, theater arts, storytelling, handwork, and the playing of recorders, flutes and stringed instruments.
- A foreign language program.
- A 'looping' or continuing relationship between the primary teacher and his or her respective class across the grades.

2021 PEACE VALLEY CHARTER SCHOOL DEMOGRAPHIC SUMMARY:

Peace Valley Charter School



2020-2021 Annual Snapshot

Schools are encouraged to use this information for strategic planning and to ensure that any identified weaknesses are addressed in advance of renewal consideration.

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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ACADEMIC OUTCOMES:	
Math Proficiency	16%
Math Growth	<i>Data Not Available for 2020-2021</i>
ELA Proficiency	37%
ELA Growth	<i>Data Not Available for 2020-2021</i>
Literacy Proficiency	FALL IRI: 32% SPRING IRI: 21%

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	1.85
Unrestricted Days Cash	33
Default	None
Enrollment Variance	81.62%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	MEETS STANDARD
Governance Oversight	MEETS STANDARD
Governance Compliance	DOES NOT MEET STANDARD

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	DOES NOT MEET STANDARD
Data Security/Transparency	DOES NOT MEET STANDARD
Facility & Services	MEETS STANDARD
Operational Compliance	MEETS STANDARD

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin 3 Yr. Aggregate Margin	TM: 3YR:
Cash Flow Multi-Year Cash Flow	CF: MY:
Debt Service Coverage Ratio	0.996
Debt Asset Ratio	.80
Financial Compliance	Notice of Fiscal Concern

Note: Due to the impact of the pandemic, Academic outcomes were not available for the 2019-2020 school year. Academic outcomes are available but will not be rated for the 2020-2021 school year.

Academic Outcomes

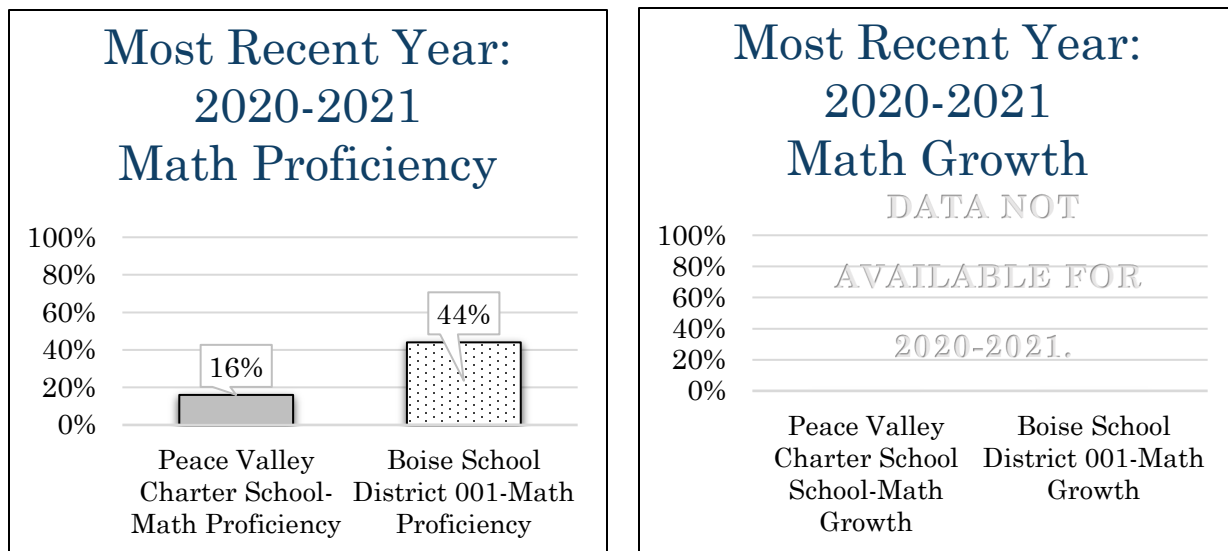
MATH PROFICIENCY & MATH GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide mathematics assessment (ISAT) meets the IPCSC standard on both the math proficiency and math growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving mathematics achievement outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Boise School District (001)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
MATH PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
MATH GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

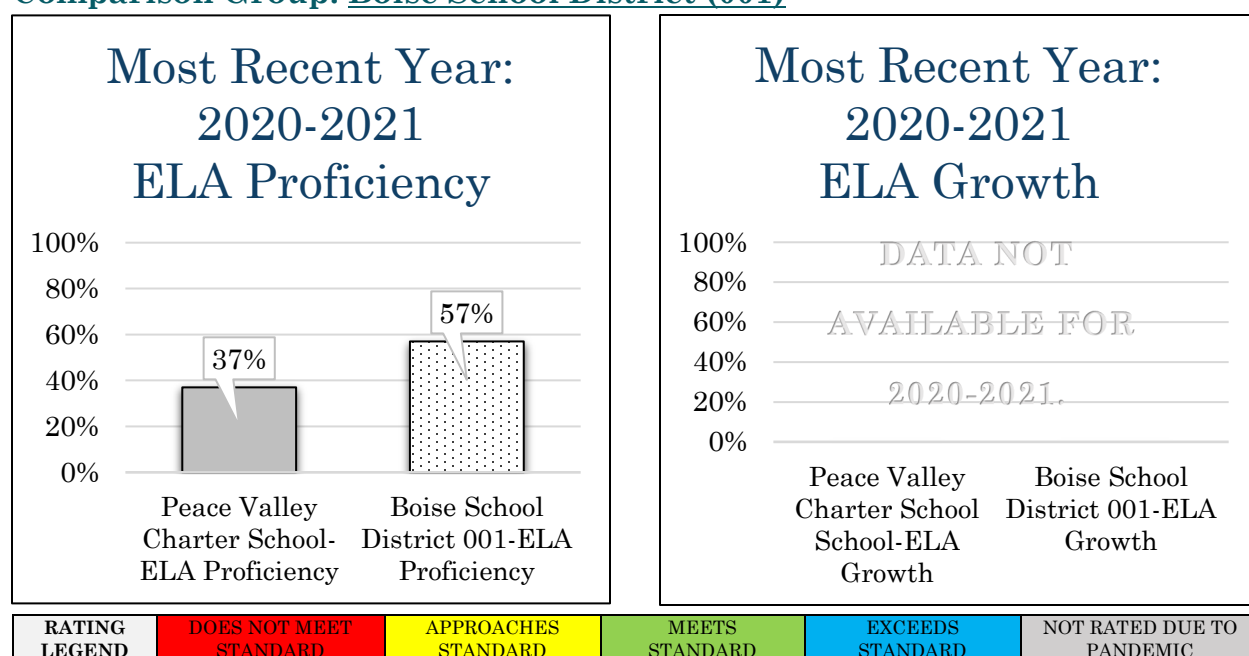
ELA PROFICIENCY & ELA GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide ELA assessment (ISAT) meets the IPCSC standard on both the ELA proficiency and ELA growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Boise School District (001)



*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
ELA PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
ELA GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

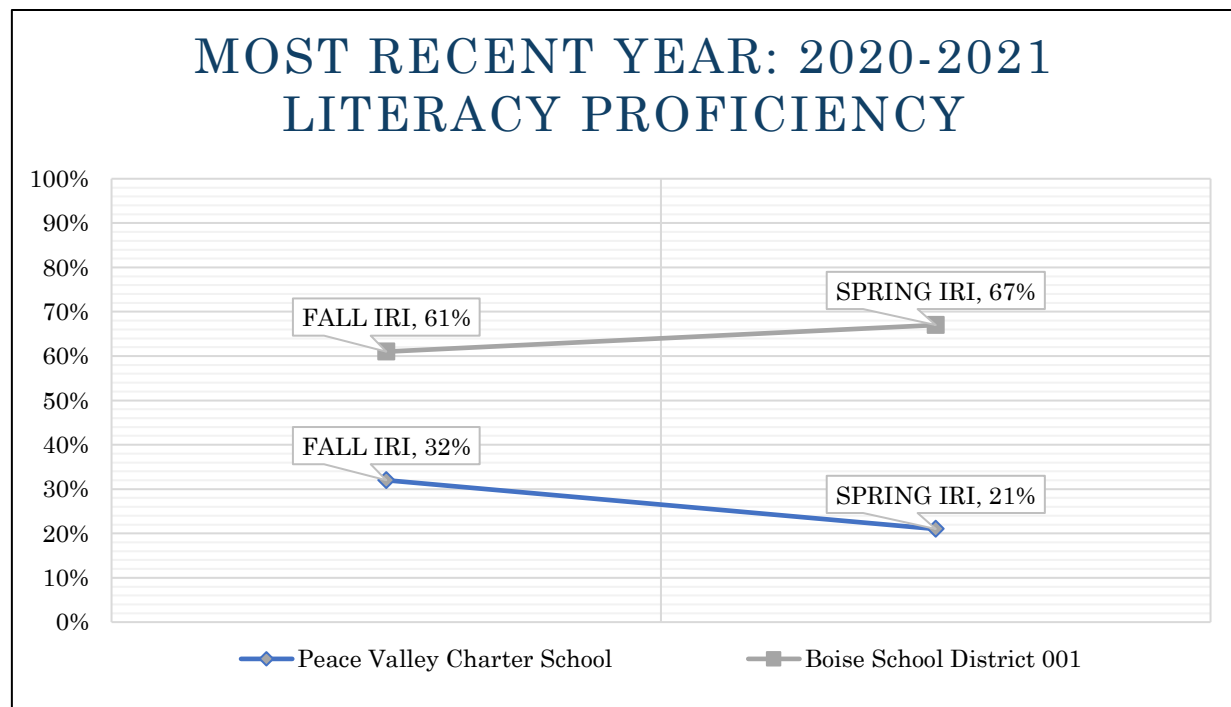
LITERACY PROFICIENCY

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the spring statewide literacy assessment (IRI) meets the IPCSC standard. Alternatively, a school that did not perform as well or better than its comparison group on the spring assessment, but that did improve its outcome by at least 10% from fall to spring, also meets standard.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Boise School District (001)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
LITERACY PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Longitudinal Academic Ratings | 2017-2023

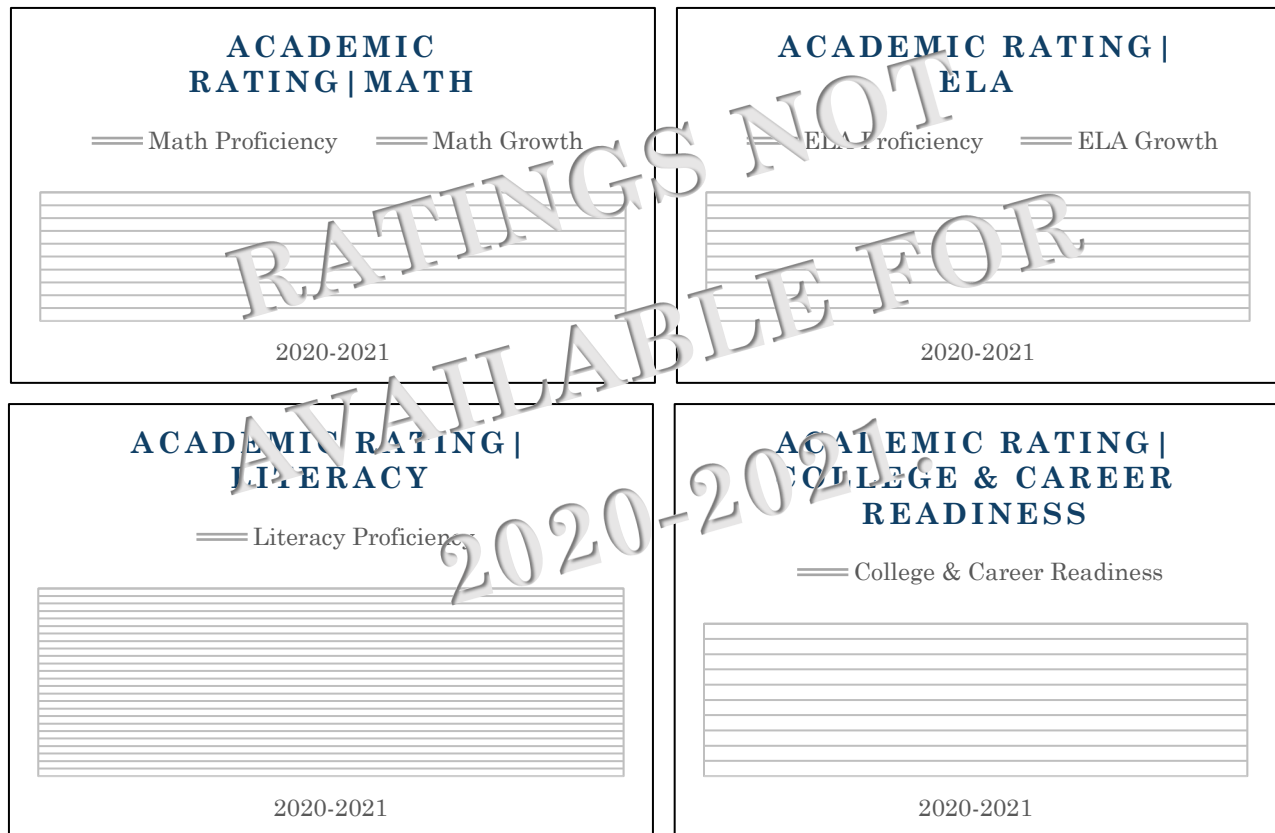
Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive strategic planning as the school approach its next renewal decision.

Academic Ratings | Historical Framework

SCHOOL YEAR	ACADEMIC GEN ED OUTCOME
2018-2019	CRITICAL
2019-2020	NOT RATED DUE TO PANDEMIC

Due to COVID-19 pandemic, no academic data was available for the 2019-2020 school year. Additionally, as ratings are used to inform charter renewal decisions, the IPCSC chose to suspend ratings for the 2020-21 school year due to the anticipated impact of the pandemic.

Academic Ratings | Revised Framework



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Operational Outcomes

BOARD STEWARDSHIP

Why This Matters:

At the highest level, the success of a charter school is driven by the ability of its governing board to govern effectively. The measures in this section help identify the strengths and challenges faced by the school's board. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year. *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

STANDARD RATING: MEETS STANDARD	
Governance Structure Measure	Data/Evidence Source
The board bylaws are compliant with ID law.	Bylaws 1/7/2018. *Please provide an updated copy if any amendments have been made as of 7/1/21.
The school's articles of incorporation are current.	Articles of Incorporation initially filed on 11/8/2016. Most recently updated on 10/26/2017.
The board does operate in compliance with its bylaws.	*No instances of non-compliance documented.
Investigations were not conducted into ethical behavior or conflict of interest regarding any board director this year.	*No instances of non-compliance documented.
The board did not experience Open Meeting Law violations that needed to be cured this year.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: MEETS STANDARD	
Governance Oversight Measure	Data/Evidence Source
The IPCSC did not evaluate the boards review of academic data in a timely and thorough manner due to pandemic for 2020-2021.	*No instances of non-compliance documented.
The board did review financial reports in a timely and thorough manner.	*No instances of non-compliance documented.
The board did maintain compliant policies.	*No instances of non-compliance documented.
The board did engage in strategic planning.	*No instances of non-compliance documented.
The board did conduct a compliant evaluation of their school leader or management organization.	*No instances of non-compliance documented.
Comments/ Context: School moved to ISBA policies, which allowed for more consistent and compliant policies.	

STANDARD RATING: DOES NOT MEET STANDARD	
Governance Compliance Measure	Data/Evidence Source
The IPCSC did issue courtesy letters to the school noting compliance concerns this year.	*No instances of non-compliance documented.
Another investigative body was not notified of concerns at this school this year.	*No instances of non-compliance documented.
Comments/ Context: PVCS failed to comply with a condition of their performance certificate which required the school achieve full accreditation status by 6/30/2021. On 6/10/2021, PVCS's board chair and school administrator addressed the commission on this matter. The IPCSC chose not to take action at that time.	

Operational Outcomes

MANAGEMENT

Why This Matters:

The systems and structures that support school operations are an important part of the school's overall success. The measures in this section help identify the strengths and challenges that impact the school's day-to-day operations. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year.

STANDARD RATING: DOES NOT MEET	
Student Services	Data/Evidence Source
The school's English Language Learners program is in good standing.	*No instances of non-compliance documented.
The school's Special Education program is in good standing.	*No instances of non-compliance documented.
The school's college and career readiness program is in good standing.	Continuous Improvement Plan 2020-2021
Comments/ Context: The SDE's federal programs team conducted an audit of the school student service programs funded by federal dollars in FY21 and identified a significant number of findings which have not yet been corrected. Though uncommon, a second audit is planned for FY22.	

STANDARD RATING: DOES NOT MEET STANDARD	
Data Security and Information Transparency	Data/Evidence Source
The school's website is not compliant and updated appropriately.	See comment below.
The school did not experience issues involving data security this year.	*No instances of non-compliance documented.
The school did not experience compliance issues with public records requests.	*No instances of non-compliance documented.
Comments/ Context: Monthly expenditures are not posted on website (I.C. 33-357), (expenses for 2019 posted, not 2020-2021); contracts that support expenditures are not posted (I.C.33-357); Data collection, access, and security policy not posted online (I.C. 33-133); Annual Report not posted on website (I.C. 33-5209C(2); Continuous Improvement Plan not posted by October 31 st (version accessible on website was for 2018-2019 schoolyear)	

STANDARD RATING: MEETS STANDARD	
Facility and Services	Data/Evidence Source
The school's occupancy certificate is current.	*No instances of non-compliance documented.
Safety inspections and evacuation drills are compliant.	*Most Recent: 8/12/2021 No instances of non-compliance documented.
<i>The IPCSC did not evaluate school transportation for students due to measure being waived for 2020-2021.</i>	*No instances of non-compliance documented.
<i>The IPCSC did not evaluate school nutrition for students due to measure being waived for 2020-2021</i>	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: MEETS STANDARD	
Operational Compliance	Data/Evidence Source
Required reports were submitted accurately and on time.	*No instances of non-compliance documented.
The enrollment process is compliant.	*No instances of non-compliance documented.
The teachers are properly credentialed.	*No instances of non-compliance documented.
Corrective action plans were not issued by the SDE this year.	*No instances of non-compliance documented.
Comments/ Context:	

Longitudinal Operational Ratings | 2017-2023

Board Stewardship

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

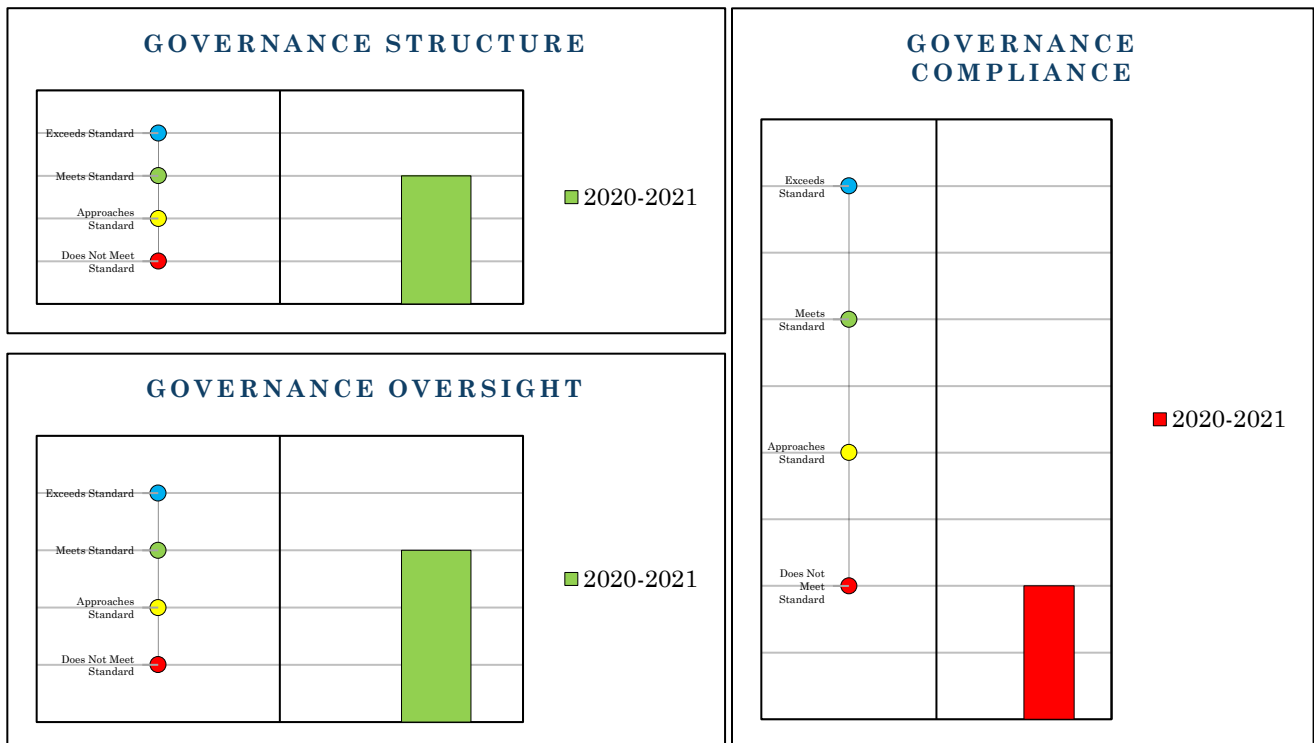
Ratings on the historical and revised framework are not comparable in the operational section. The two sets of data have been included. The school's operational ratings on the historical framework are provided for reference.

Operational Ratings | Historical Framework

School Year	Rating
2018-2019	REMEDIATION
2019-2020	REMEDIATION

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Board Stewardship | Revised Framework



Longitudinal Operational Ratings | 2017-2023

Management

Longitudinal data provides a snapshot of a school's ratings over a 5-year period. This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

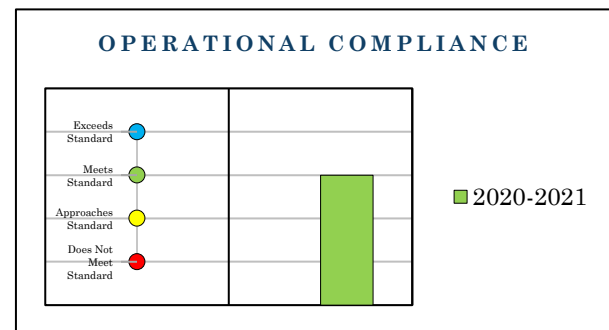
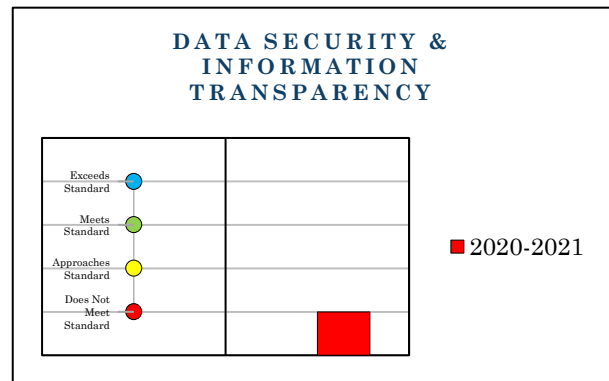
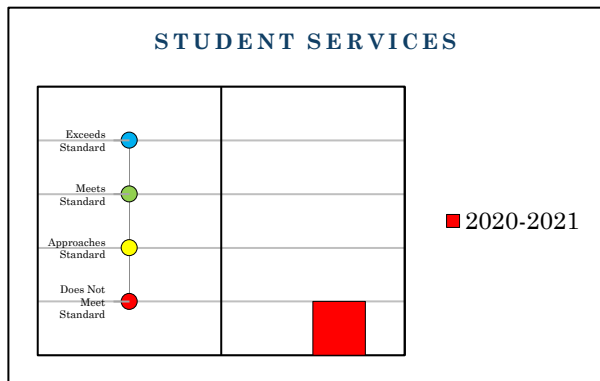
Ratings on the historical and revised framework are not comparable in the operational section. The two sets of data have been included. The school's operational ratings on the historical framework are provided for reference.

Operational Ratings | Historical Framework

School Year	Rating
2018-2019	REMEDIATION
2019-2020	REMEDIATION

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Management | Revised Framework



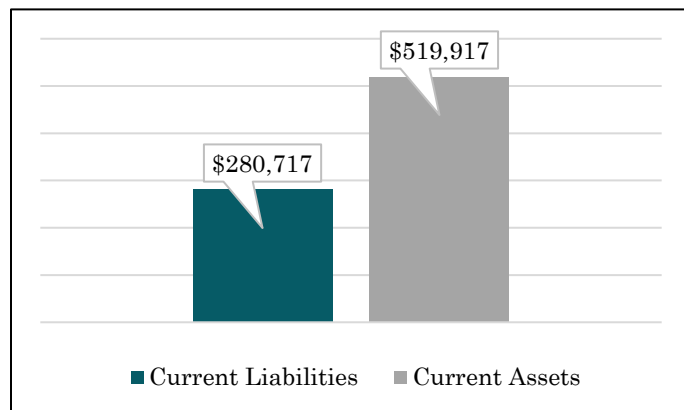
Financial Outcomes

NEAR TERM MEASURES

These measures evaluate whether a school is likely to meet its financial obligations in the next year.
 *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

Current Ratio

The school has a current ratio of more than 1.5.	Current Ratio 1.85	Ratings Not Applicable for 2020-2021
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Why This Matters:

Current Ratio is a comparison of a school's financial obligations due within one year (current liabilities) to the cash and investments held by the school (current assets).

A school with more assets than liabilities (a Current Ratio greater than 1.0) would be able to meet its financial obligations for the

next year without relying on future revenue.

A school with more liabilities than assets (a Current Ratio of less than 1.0) is dependent on revenue it has not yet received to meet existing financial obligations.

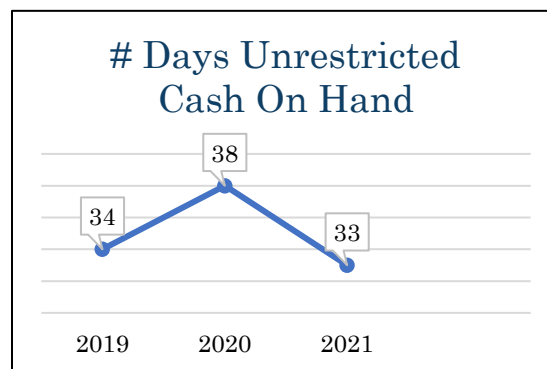
Unrestricted Days Cash

The school has between 30 and 60 days cash on hand, but the 1-year trend is negative.	33 Days	Ratings Not Applicable for 2020-2021
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Why this 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 current assets. Occasionally, a planned purchase may decrease this number temporarily. In those cases, 30-60 days cash on hand with an upward trend is acceptable. A school with less than 15 days cash on hand is in financial distress and is at risk of automatic closure.



Default

The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year.	Ratings Not Applicable for 2020-2021
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Why this Matters:

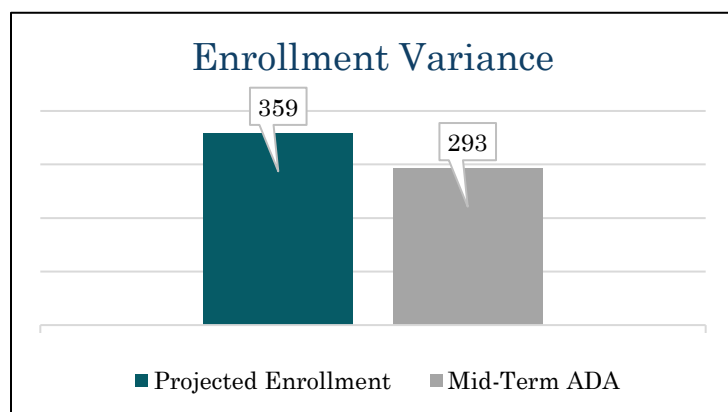
This measure identifies whether a school has defaulted on any of its financial obligations. Default can mean many things. Examples of default include: paying bills late, failing to make payroll, or inaccurately filing reports required for funding. Default can also include a failure to meet any additional requirements of long-term debt as established by the lender (such as meeting a specific enrollment target or maintaining a greater amount of cash on hand than the PCSC requires).

Any act of default can result in disruption of services, loans being called due, or funding that is inaccurate or withheld.

Comments/Context:

Enrollment Variance

The school achieved and sustained less than 90% of its projected enrollment and did not provide a mid-year amended budget evidencing a break-even financial plan.	Enrollment Variance 81.62%	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Enrollment Variance measure considers what percentage of a school's projected enrollment was achieved. As the majority of a public school's funding is generated by student enrollment, this measure reflects a school's ability to execute its budget to plan.

A school that achieves at least 95% of its projected enrollment will likely experience few bumps and may make minor adjustments. A school that achieves less than 95% of projected enrollment is likely to face budget challenges requiring more significant budget amendments and may be in financial distress.

Financial Outcomes

SUSTAINABILITY MEASURES

These measures help determine whether a school is likely to remain financially stable into the future.

Total Margin

The school's aggregated 3-year total margin is greater than -1.5%, but the trend is negative over the past two years and/or the most recent year total margin is negative.	CY Total Margin -.14% 3-Year Aggregated 2.95%	Ratings Not Applicable for 2020-2021
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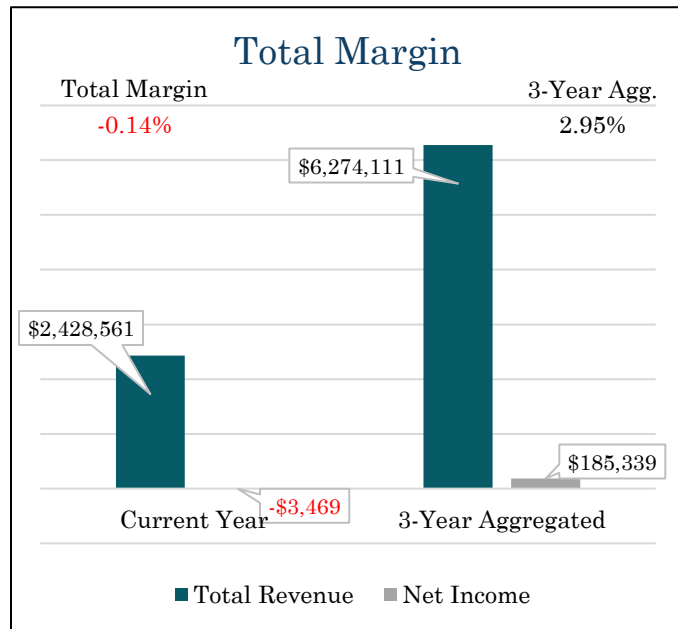
Why this Matters:

The Total Margin compares a school's total revenue to its net income. Specifically, this measure identifies what percentage of a school's total revenue in a given year was not expended during that year. 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 to identify these long-term trends.

Note: for the purposes of this calculation, pension liability is excluded from the school's net income.



Cash Flow

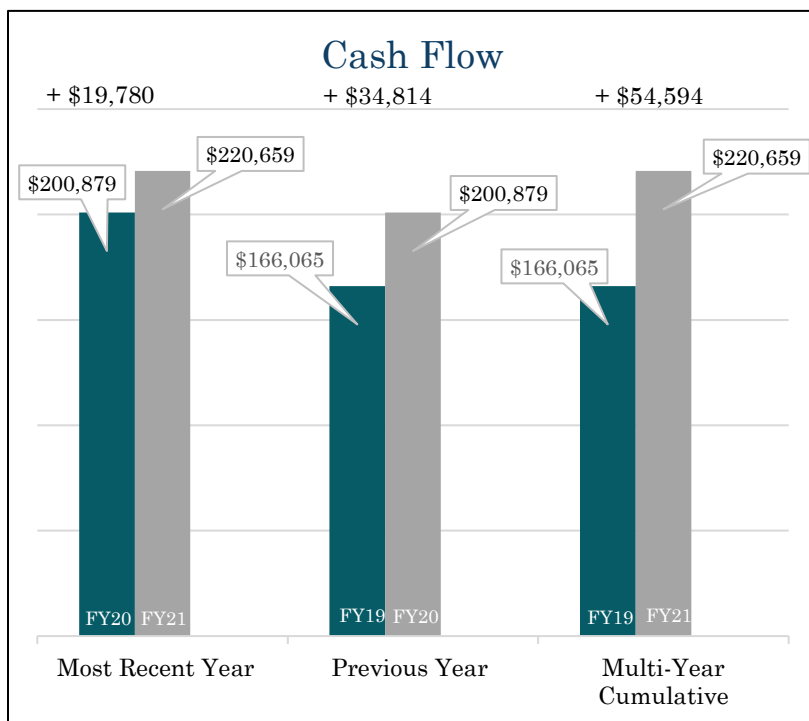
The school's multi-year cumulative cash flow is positive and the most recent year's cash flow is positive.	Most Recent Year \$19,780 Previous Year \$34,814 Multi-Year \$54,594	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Cash Flow measure considers the change in a school's cash balance over time. A school with a positive cash flow is increasing its reserves and is likely able to fund future projects and purchases.

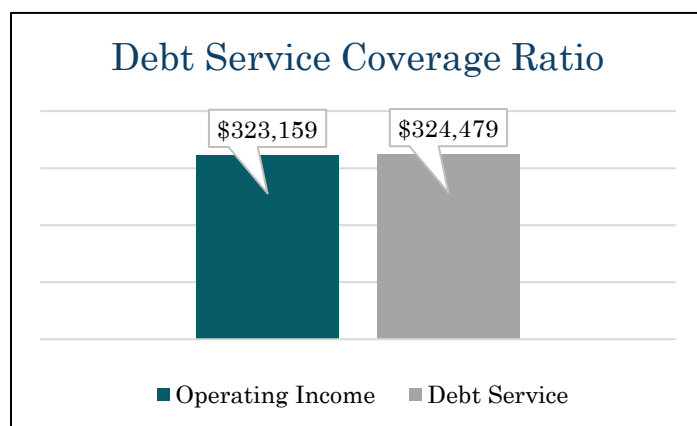
A school with a negative cash flow is using its existing reserves to fund general operations and is not likely to have the financial flexibility to fund future plans.

A multi-year cumulative cash flow helps to identify long-term trends.



Debt Service Coverage Ratio

The school's debt service coverage ratio is between .9 and 1.09.	Debt Service Coverage Ratio 0.996	Ratings Not Applicable for 2020-2021
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Why this Matters:

This measure evaluates a school's ability to make payments on debt due in a given year using only that year's income. This helps determine whether a school has more debt than it can manage.

A school with more Operating Income than Debt Service (a Debt Service Coverage Ratio greater than 1) can meet the financial obligations of their debt. A

school with more Debt Service than Operating Income (a ratio of less than 1) is reliant on either reserves or revenues anticipated in future years to meet its debt obligations.

Debt to Asset Ratio

The school's Debt to Asset Ratio is less than 0.9.	Debt/Asset Ratio .80	Ratings Not Applicable for 2020-2021
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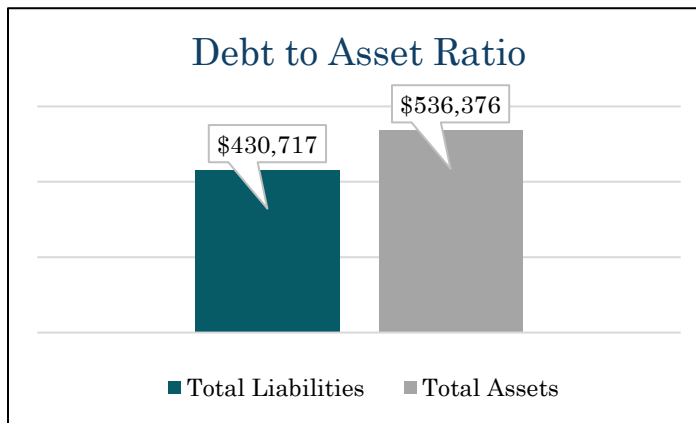
Why This Matters:

The Debt to Asset Ratio compares a school's total liabilities to its total assets. This helps determine whether a school would be able to meet both its short and long-term financial obligations.

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.

Note: for the purposes of this measure, pension liability is excluded from the school's total liabilities.



Financial Compliance

STANDARD RATING: NOT RATED FOR 2020-2021	
Financial Operations	Data and/or Evidence Source
The school's finances are managed in compliance with GAAP.	Financial Audit 10/18/2021
Expenditures and contracts are not posted online appropriately.	School's Expenditure Page 7/30/2021 *See Comments
The school maintains compliant internal controls.	*No instances of non-compliance documented.
The school is operating under a Notification of Fiscal Concern.	Issued 6/11/21
The school is not operating under a Notification of Possible or Imminent Closure.	*No instances of non-compliance documented.
Comments/Context IPCSC Staff were unable to verify/locate that the school had its expenditures and contracts uploaded to the school website.	

Longitudinal Financial Ratings | 2017-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years).. This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

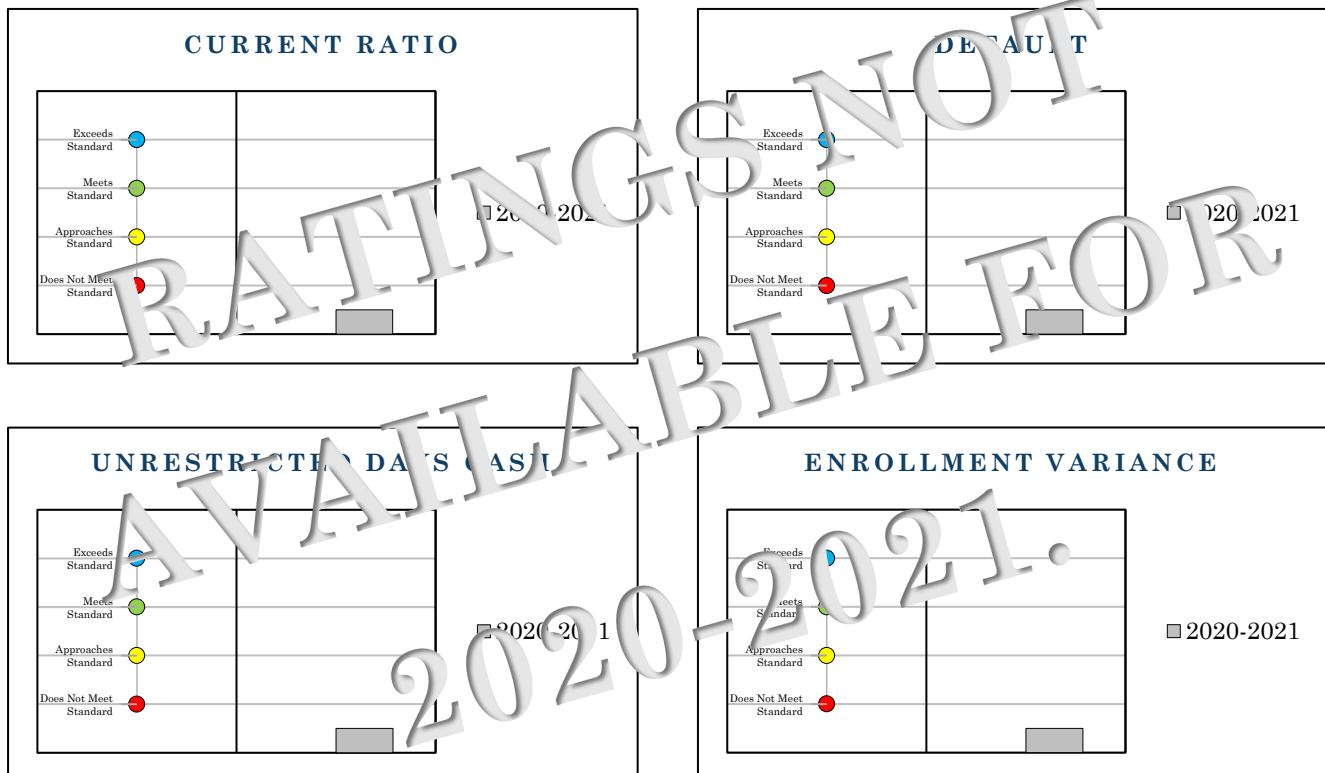
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Near Term Health Ratings | Historical Framework

School Year	Near Term Health Rating
2018-2019	REMEDIATION
2019-2020	HONOR

Financial Near Term Health Ratings | Revised Framework



Longitudinal Financial Ratings | 2017-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

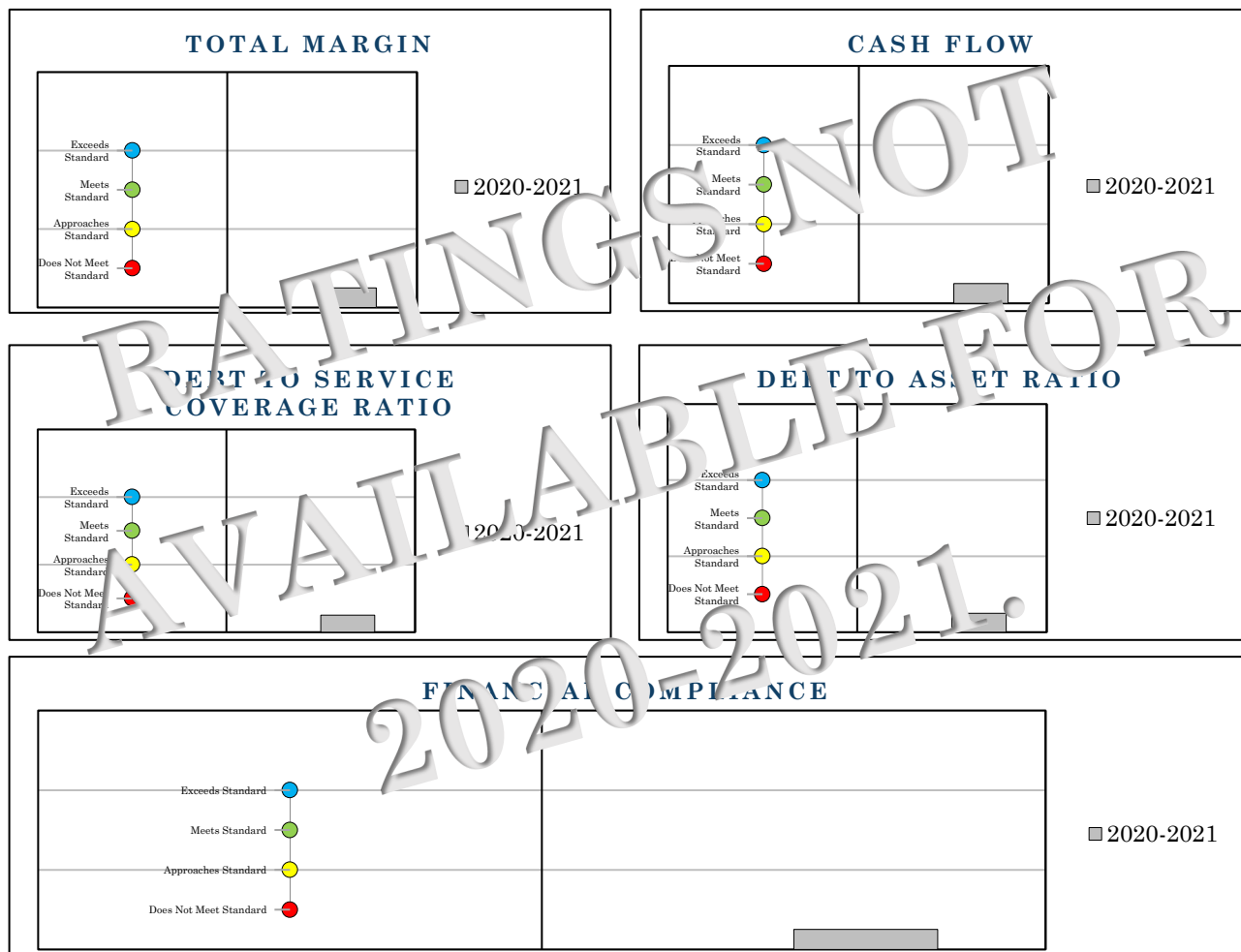
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Sustainability Ratings | Historical Framework

School Year	Sustainability Rating
2018-2019	REMEDATION
2019-2020	HONOR

Financial Sustainability Ratings | Revised Framework



Conditional Certificate Status Update

Peace Valley Charter School's Performance Certificate was initially approved in 2017 subject to the conditions listed below. The school's status with regard to each condition is also provided.

Condition 1: Terms of Condition Met

PVCS will amend the petition to satisfactorily address the remaining deficiencies noted in the petition evaluation rubric, as evaluated by PCSC staff, prior to 8:00 a.m. on December 4, 2017

Status: This condition was met by the stated date.

Condition 2: Terms of Condition Met

PVCS will file the draft amendment to Article 9 of its Articles of Incorporation with the Secretary of State prior to 8:00 a.m. on December 4, 2017.

Status: This condition was met by the stated date.

Condition 3: Terms of Condition Met

PVCS will demonstrate completion of the alignment of its K-6 curriculum with the Idaho Content Standards no later than June 1, 2018. Curriculum for any additional grades will be fully aligned by June 1 of each calendar year in which PVCS begins offering those grades.

Status: The school's K-6 curriculum alignment was reviewed and approved by the PCSC by June 1, 2018. The school's final evaluation of curriculum alignment was due in June of 2020, regarding the addition of 7th and 8th grades. As conditions due in June of 2020 were waived due to the pandemic, a final curriculum evaluation was not conducted.

Condition 4: Condition Not Met

PVCS will achieve accreditation candidacy status by July 1, 2019, and full accreditation through the Northwest Accreditation Commission by July 1, 2021.

Status: The school did not achieve accreditation candidacy status by July 1, 2019. The PCSC held a hearing on September 19, 2019 to discuss the issue with the school. The PCSC took no action at that time, but advised the school to work toward the 2021 condition deadline. The school did not achieve accreditation or accreditation candidacy status by July 1, 2021. The school provided an update to the IPCSC in June of 2021. The IPCSC chose not to pursue action, but encouraged the school to achieve this goal before a renewal decision is necessary in 2023.

Condition 5: Terms of Condition Met

PVCS will provide to the PCSC a balanced budget that is fully documented, including facility contracts and enrollment lottery results, no later than June 1, 2018, in order to exercise the option to open in fall 2018.

Status as of 2019-20 Annual Report Issuance: This condition was met by the stated date.

*The 2020-2021 Annual Report has been finalized by the
Idaho Public Charter School Commission staff.*

If you have any questions or comments, please contact
the IPCSC.



IDAHO PUBLIC CHARTER SCHOOL COMMISSION

304 N. 8th St. Ste.242

Boise, ID 83720

208-332-1561

pcsc@osbe.idaho.gov



Annual Performance Report 2021

ROLLING HILLS PUBLIC CHARTER SCHOOL

Mission Statement: The Rolling Hills Public Charter School mission is to develop educated and engaged citizens through high expectations for student behavior and academic success in a small, safe, structured environment.

Chair/President	Jennifer Sweet-Fears
Treasurer	Marc Hamilton
Secretary	Christopher Bowman-Prideaux
Administrator	Shane Pratt
Business Manager	Joy Conn
School Location	8900 Horseshoe Bend Rd., Boise, ID 83714
School Phone	208-939-5400

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Introduction

Charter schools in Idaho operate on 5-year terms as defined in a Performance Certificate executed between the school's board and its authorizer. In addition, Idaho law requires that every certificate includes a framework describing the expectations the school must meet in order to earn a next operational term. It also requires that charter school authorizer's complete performance reports for the schools they oversee each year. The annual performance report serves the following purposes:

1. To provide transparent information about charter school quality to the public;
2. To ensure charter school boards have access to clear expectations and;
3. To inform mid-term authorizing decisions.

This report reflects how the school's outcomes during the most recently completed school year measure up against the expectations established in the framework. At the end of each 5-year term, the authorizer reviews the school's annual reports and financial data to inform its decision to renew, conditionally renew, or non-renew, the school for a subsequent term.

Each measure included in the IPCSC's framework has a meets standard benchmark. A school that meets standard on all measures at the end of its current operational term is guaranteed an unconditional renewal. A school that does not meet standard on at least one measure at the end of its current operational term may be conditionally renewed or non-renewed. Because the outcomes on this report inform high-stakes decisions, schools are encouraged to use this information to support their strategic planning efforts each year.

COVID-19 NOTE: Please note that due to the COVID-19 pandemic, the IPCSC has suspended ratings (exceeds, meets, etc.) on academic and financial measures for the FY21 report. All outcomes are included in this report; however, outcomes are not rated.

Rolling Hills Public Charter School Performance Certificate: [RHPCS Performance Certificate](#)

Performance Framework: [IPCSC Performance Framework](#)

Current Term: 2018-2023

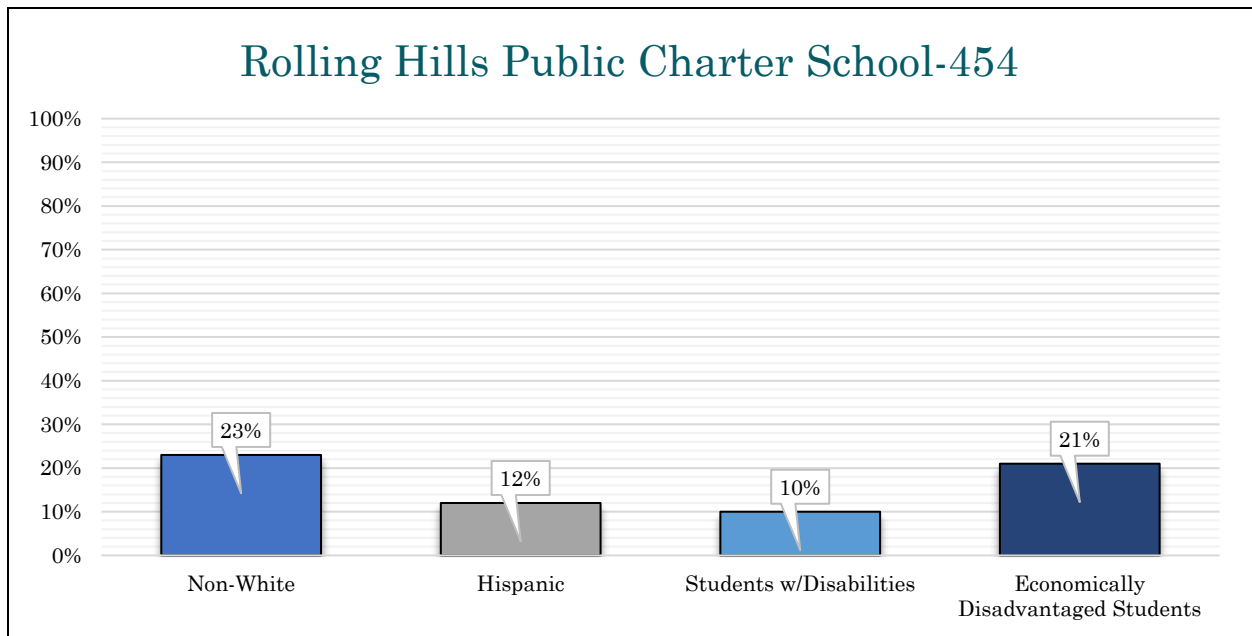
School Overview

Model:	Personalized Learning Model
Enrollment Capacity:	278
Grades Served:	K-8
Enrollment Projected FY22:	260

Key Design Elements:

- Create a physically and emotionally safe learning environment;
- Utilize citizenship education through the Six Pillars of Character;
- Integrate service learning;
- Teach to the high through the core curriculum;
- Offer electives to middle school students.

2021 ROLLING HILLS PUBLIC CHARTER SCHOOL DEMOGRAPHIC SUMMARY:



2020-2021 Annual Snapshot

Schools are encouraged to use this information for strategic planning and to ensure that any identified weaknesses are addressed in advance of renewal consideration.

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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ACADEMIC OUTCOMES:	
Math Proficiency	42%
Math Growth	<i>Data Not Available for 2020-2021</i>
ELA Proficiency	62%
ELA Growth	<i>Data Not Available for 2020-2021</i>
Literacy Proficiency	FALL IRI: 77% SPRING IRI: 77%

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	10.34
Unrestricted Days Cash	81
Default	None
Enrollment Variance	98.81%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	EXCEEDS STANDARD
Governance Oversight	EXCEEDS STANDARD
Governance Compliance	EXCEEDS STANDARD

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin 3 Yr. Aggregate Margin	TM: -9.19% 3YR: -2.79%
Cash Flow Multi-Year Cash Flow	CF: -\$157,315 MY: -\$59,898
Debt Service Coverage Ratio	-.53
Debt Asset Ratio	.49
Financial Compliance	Not Rated for 2020-2021

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	EXCEEDS STANDARD
Data Security/Transparency	EXCEEDS STANDARD
Facility & Services	EXCEEDS STANDARD
Operational Compliance	MEETS STANDARD

Note: Due to the impact of the pandemic, Academic outcomes were not available for the 2019-2020 school year. Academic outcomes are available but will not be rated for the 2020-2021 school year.

Academic Outcomes

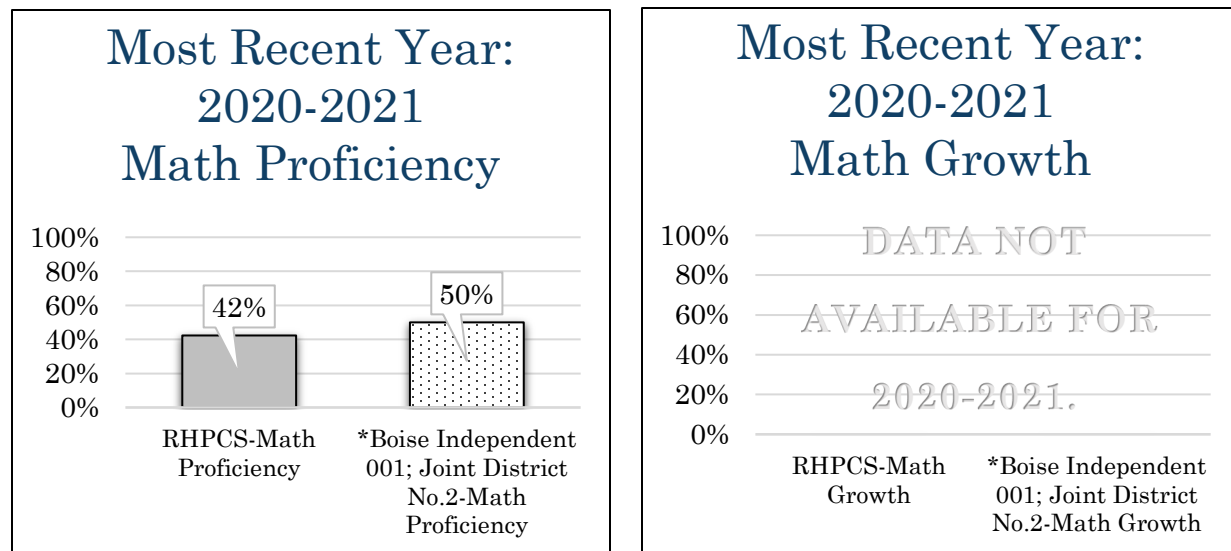
MATH PROFICIENCY & MATH GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide mathematics assessment (ISAT) meets the IPCSC standard on both the math proficiency and math growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving mathematics achievement outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Boise Independent District (001) & West Ada (002)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
MATH PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
MATH GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

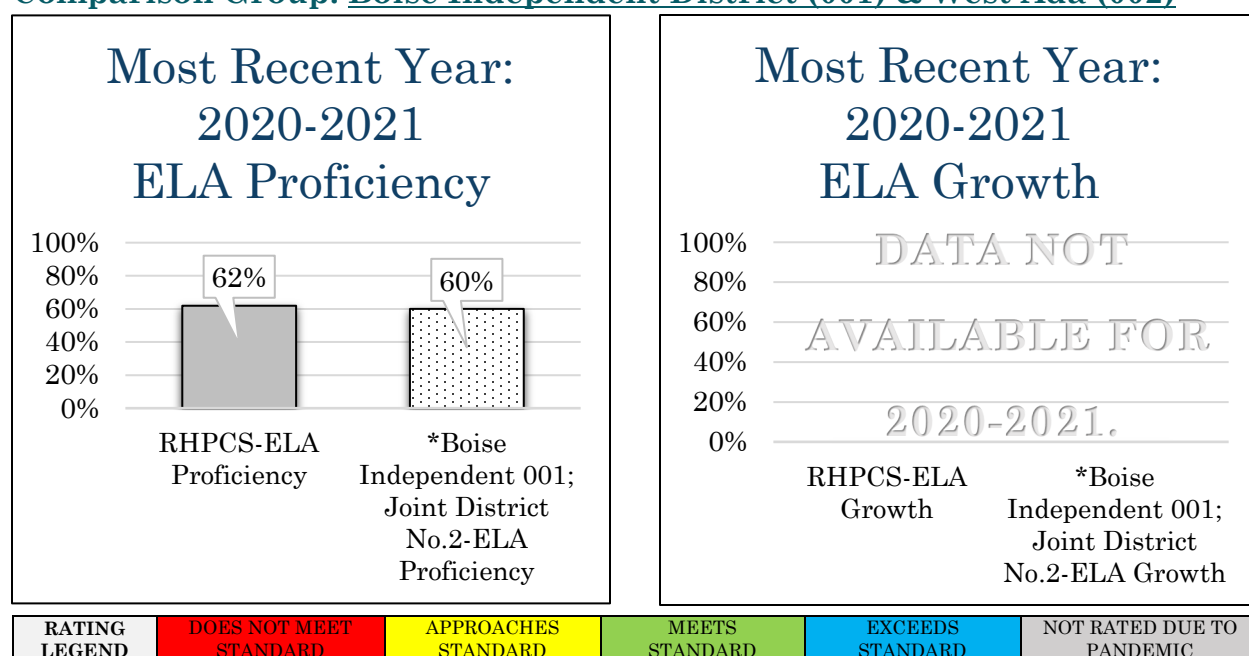
ELA PROFICIENCY & ELA GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide ELA assessment (ISAT) meets the IPCSC standard on both the ELA proficiency and ELA growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Boise Independent District (001) & West Ada (002)



*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
ELA PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
ELA GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

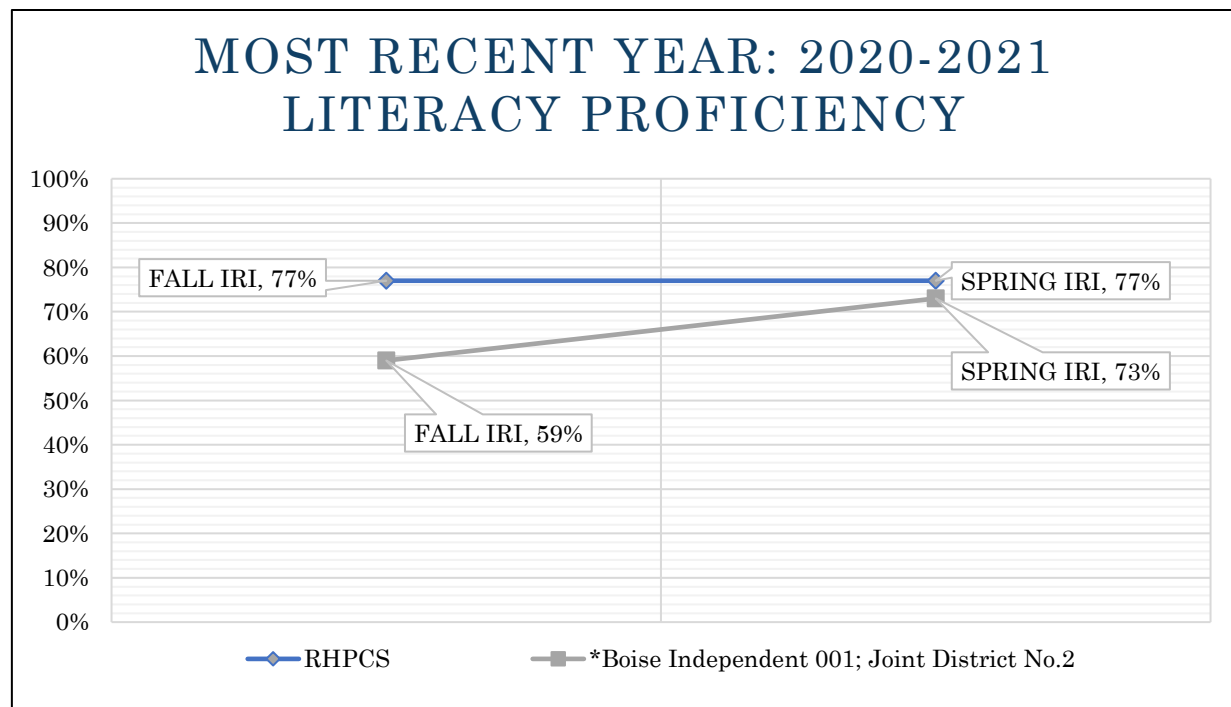
LITERACY PROFICIENCY

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the spring statewide literacy assessment (IRI) meets the IPCSC standard. Alternatively, a school that did not perform as well or better than its comparison group on the spring assessment, but that did improve its outcome by at least 10% from fall to spring, also meets standard.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Boise Independent District (001) & West Ada (002)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
------------------	---------------------------	------------------------	-------------------	---------------------	------------------------------

*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
LITERACY PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Longitudinal Academic Ratings | 2018-2023

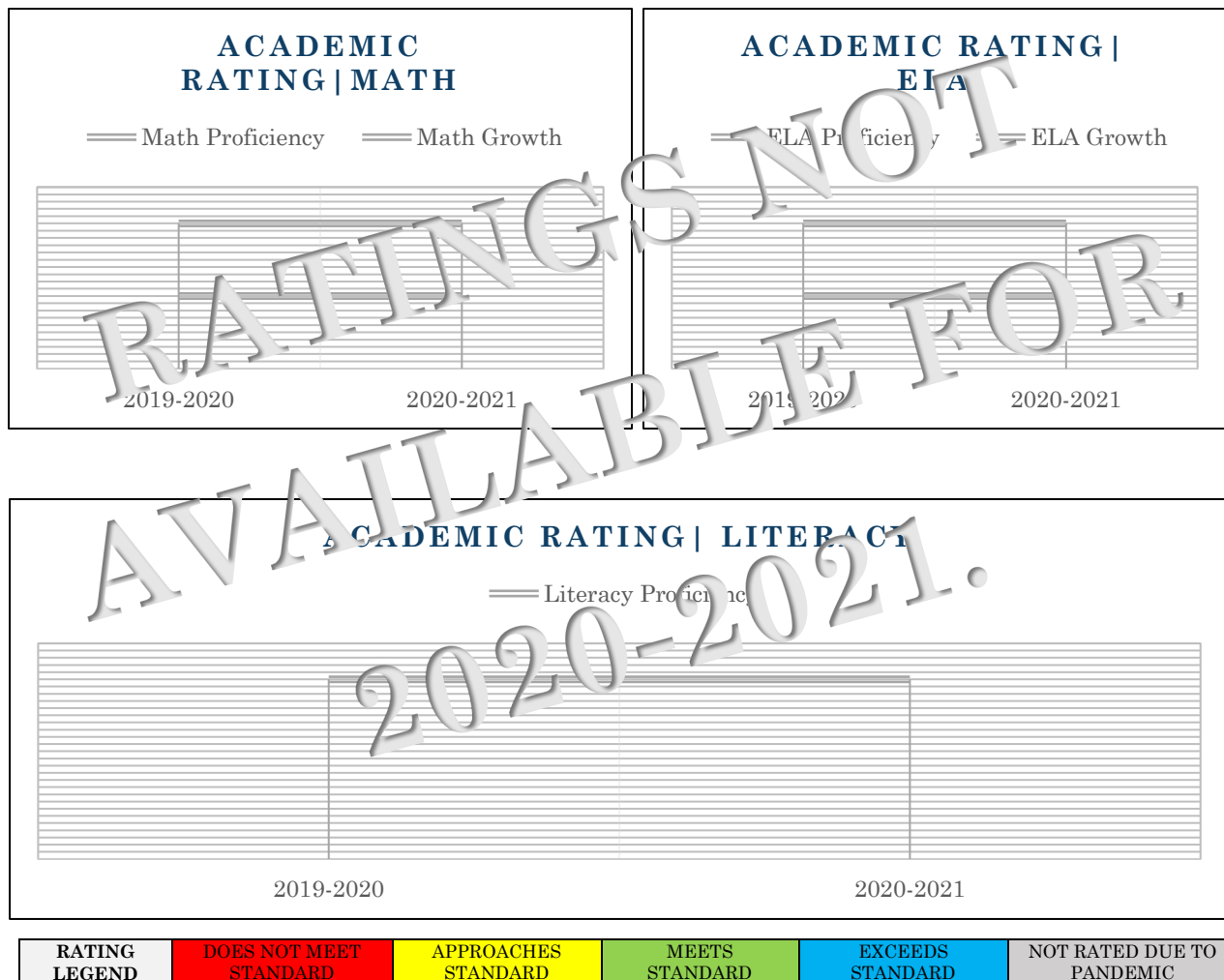
Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive strategic planning as the school approach its next renewal decision.

Academic Ratings | Historical Framework

SCHOOL YEAR	ACADEMIC GEN ED OUTCOME
2018-2019	GOOD STANDING

Academic Ratings | Revised Framework

Due to COVID-19 pandemic, no academic data was available for the 2019-2020 school year. Additionally, as ratings are used to inform charter renewal decisions, the IPCSC chose to suspend ratings for the 2020-21 school year due to the anticipated impact of the pandemic.



Operational Outcomes

BOARD STEWARDSHIP

Why This Matters:

At the highest level, the success of a charter school is driven by the ability of its governing board to govern effectively. The measures in this section help identify the strengths and challenges faced by the school's board. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year. *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

STANDARD RATING: EXCEEDS STANDARD	
Governance Structure Measure	Data/Evidence Source
The board bylaws are compliant with ID law.	Bylaws 06/11/2021 If the school has amended its bylaws since this date, please provide an updated copy to the IPCSC.
The school's articles of incorporation are current.	Articles of Incorporation initially filed on 11/07/2003. Most recently updated on 12/2/2020
The board does operate in compliance with its bylaws.	*No instances of non-compliance documented.
Investigations were not conducted into ethical behavior or conflict of interest regarding any board director this year.	*No instances of non-compliance documented.
The board did not experience Open Meeting Law violations that needed to be cured this year.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Governance Oversight Measure	Data/Evidence Source
The IPCSC did not evaluate the boards review of academic data in a timely and thorough manner due to pandemic for 2020-2021.	*No instances of non-compliance documented.
The board did review financial reports in a timely and thorough manner.	*No instances of non-compliance documented.
The board did maintain compliant policies.	*No instances of non-compliance documented.
The board did engage in strategic planning.	*No instances of non-compliance documented.
The board did conduct a compliant evaluation of their school leader or management organization.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Governance Compliance Measure	Data/Evidence Source
The IPCSC did not issue courtesy letters to the school noting compliance concerns this year.	*No instances of non-compliance documented.
Another investigative body was not notified of concerns at this school this year.	*No instances of non-compliance documented.
Comments/ Context:	

Operational Outcomes

MANAGEMENT

Why This Matters:

The systems and structures that support school operations are an important part of the school's overall success. The measures in this section help identify the strengths and challenges that impact the school's day-to-day operations. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year.

STANDARD RATING: EXCEEDS STANDARD	
Student Services	Data/Evidence Source
The school's English Language Learners program is in good standing.	*No instances of non-compliance documented.
The school's Special Education program is in good standing.	*No instances of non-compliance documented.
The school's college and career readiness program is in good standing.	Reviewed on 4/30/2021 Continuous Improvement Plan 2020-2021
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Data Security and Information Transparency	Data/Evidence Source
The school's website is compliant and updated appropriately.	*No instances of non-compliance documented.
The school did not experience issues involving data security this year.	*No instances of non-compliance documented.
The school did not experience compliance issues with public records requests.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Facility and Services	Data/Evidence Source
The school's occupancy certificate is current.	*No instances of non-compliance documented.
Safety inspections and evacuation drills are compliant.	Building Inspection: 08/10/2020 Fire Marshal: 07/30/2021 Health Inspection: 10/13/2020 No instances of non-compliance documented.
<i>The IPCSC did not evaluate school transportation for students due to measure being waived for 2020-2021.</i>	*No instances of non-compliance documented.
<i>The IPCSC did not evaluate school nutrition for students due to measure being waived for 2020-2021</i>	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: MEETS STANDARD	
Operational Compliance	Data/Evidence Source
Required reports were not submitted accurately and on time.	*See comments.
The enrollment process is compliant.	*No instances of non-compliance documented.
The teachers are properly credentialed.	*No instances of non-compliance documented.
Corrective action plans were not issued by the SDE this year.	*No instances of non-compliance documented.
Comments/ Context: The school submitted the IPCSC quarter 2 reports passed the deadline: received on 2/3/2021	

Longitudinal Operational Ratings | 2018-2023

Board Stewardship

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

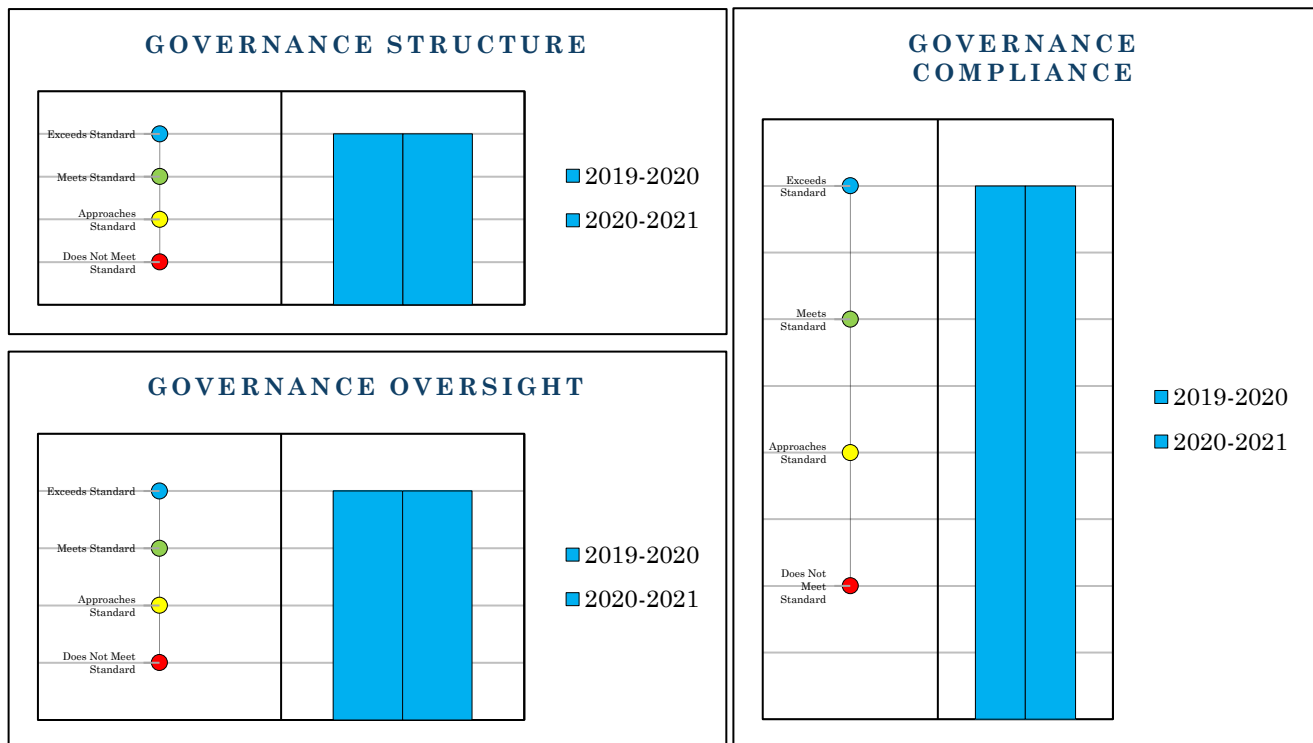
Ratings on the historical and revised framework are not comparable in the operational section. The two sets of data have been included. The school's operational ratings on the historical framework are provided for reference.

Operational Ratings | Historical Framework

School Year	Rating
2018-2019	HONOR

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Board Stewardship | Revised Framework



Longitudinal Operational Ratings | 2018-2023

Management

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

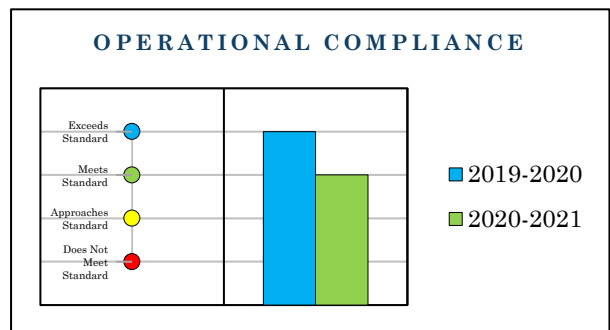
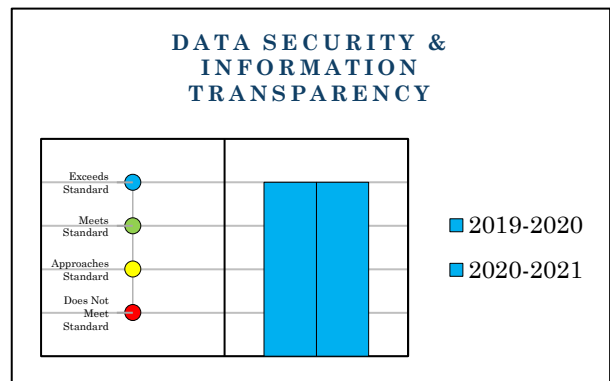
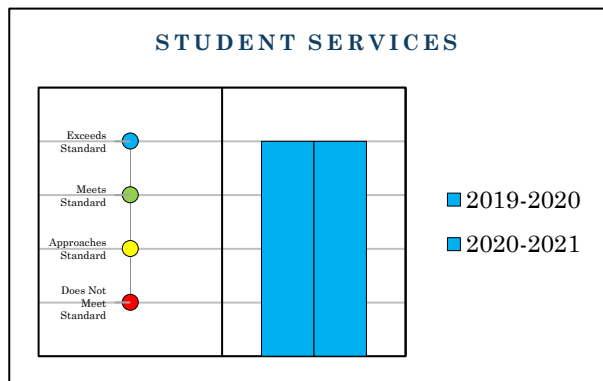
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Operational Ratings | Historical Framework

School Year	Rating
2018-2019	HONOR

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Management | Revised Framework



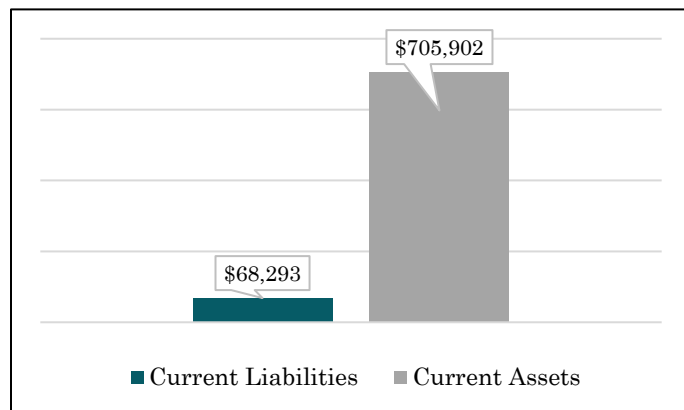
Financial Outcomes

NEAR TERM MEASURES

These measures evaluate whether a school is likely to meet its financial obligations in the next year.
 *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

Current Ratio

The school has a current ratio of more than 1.5.	Current Ratio 10.33	Ratings Not Applicable for 2020-2021
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Why This Matters:

Current Ratio is a comparison of a school's financial obligations due within one year (current liabilities) to the cash and investments held by the school (current assets).

A school with more assets than liabilities (a Current Ratio greater than 1.0) would be able to meet its financial obligations for the

next year without relying on future revenue.

A school with more liabilities than assets (a Current Ratio of less than 1.0) is dependent on revenue it has not yet received to meet existing financial obligations.

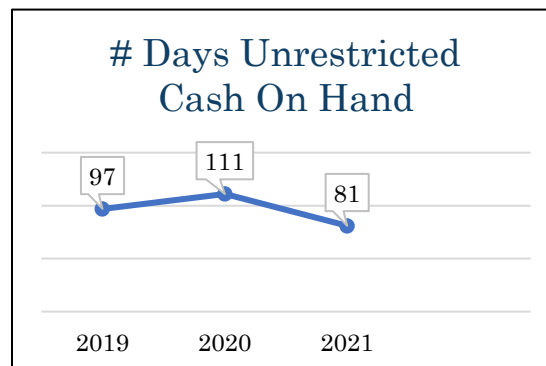
Unrestricted Days Cash

The school has more than 60 days cash on hand	81 Days	Ratings Not Applicable for 2020-2021
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Why this 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 current assets. Occasionally, a planned purchase may decrease this number temporarily. In those cases, 30-60 days cash on hand with an upward trend is acceptable. A school with less than 15 days cash on hand is in financial distress and is at risk of automatic closure.



Default

The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year.	Ratings Not Applicable for 2020-2021
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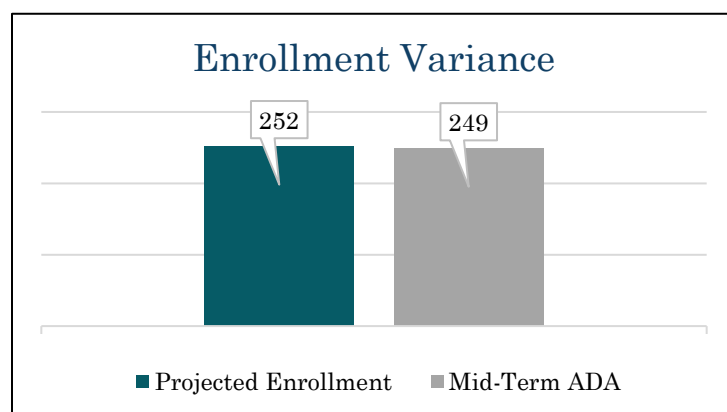
Why this Matters:

This measure identifies whether a school has defaulted on any of its financial obligations. Default can mean many things. Examples of default include: paying bills late, failing to make payroll, or inaccurately filing reports required for funding. Default can also include a failure to meet any additional requirements of long-term debt as established by the lender (such as meeting a specific enrollment target or maintaining a greater amount of cash on hand than the PCSC requires).

Any act of default can result in disruption of services, loans being called due, or funding that is inaccurate or withheld.

Enrollment Variance

The school achieved and sustained at least 95% of its projected enrollment during the most recent school year.	Enrollment Variance 98.81%	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Enrollment Variance measure considers what percentage of a school's projected enrollment was achieved. As the majority of a public school's funding is generated by student enrollment, this measure reflects a school's ability to execute its budget to plan.

A school that achieves at least 95% of its projected enrollment will likely experience few bumps and may make minor adjustments. A school that achieves less than 95% of projected enrollment is likely to face budget challenges requiring more significant budget amendments and may be in financial distress.

Financial Outcomes

SUSTAINABILITY MEASURES

These measures help determine whether a school is likely to remain financially stable into the future.

Total Margin

The school's aggregated 3-year total margin is less than or equal to -1.5%.	CY Total Margin -9.19% 3-Year Aggregated -2.79%	Ratings Not Applicable for 2020-2021
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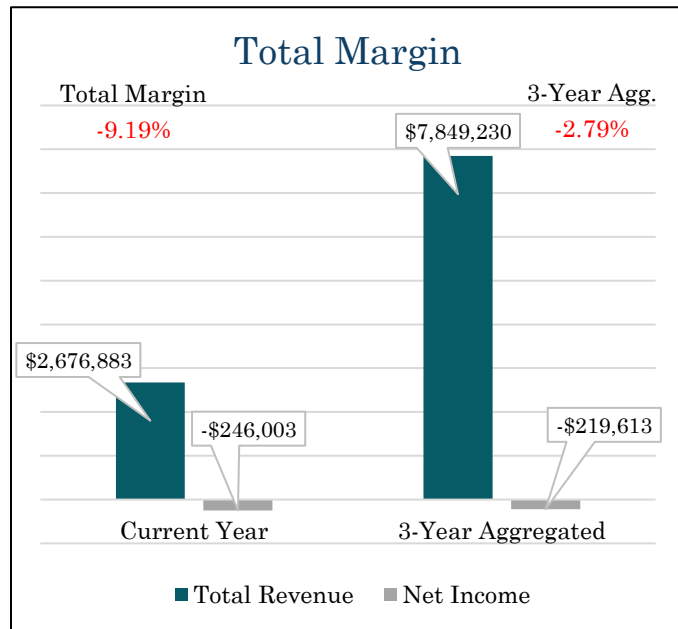
Why this Matters:

The Total Margin compares a school's total revenue to its net income. Specifically, this measure identifies what percentage of a school's total revenue in a given year was not expended during that year. 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 to identify these long-term trends.

Note: for the purposes of this calculation, pension liability is excluded from the school's net income.



Cash Flow

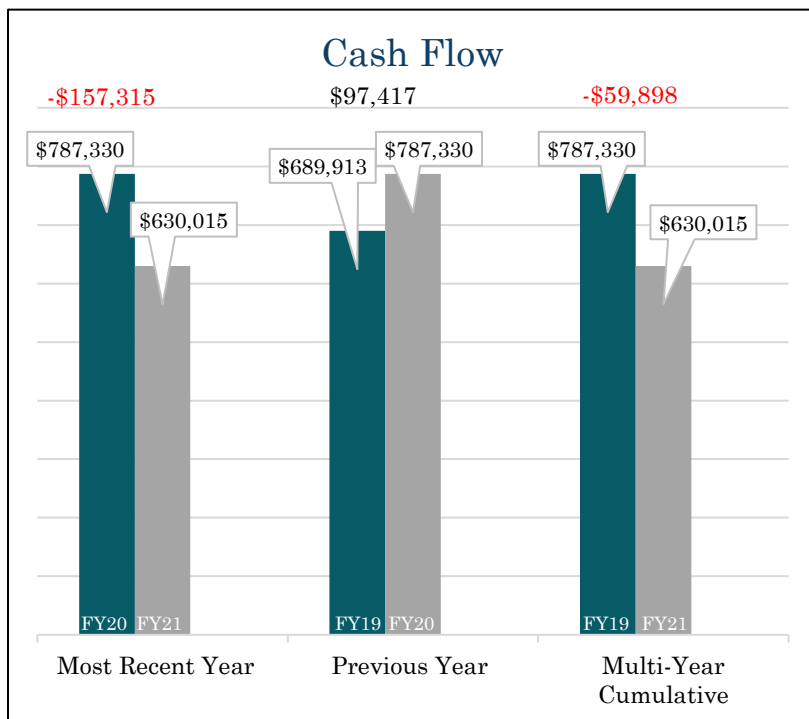
The school's multi-year cumulative cash flow is negative.	Most Recent Year -157,315 Previous Year \$97,417 Multi-Year -\$59,898	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Cash Flow measure considers the change in a school's cash balance over time. A school with a positive cash flow is increasing its reserves and is likely able to fund future projects and purchases.

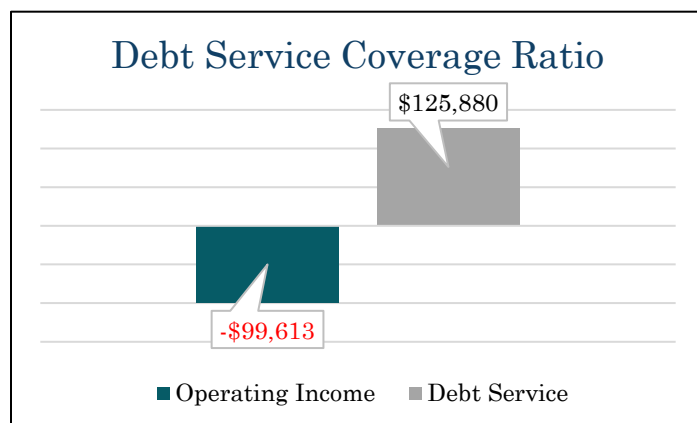
A school with a negative cash flow is using its existing reserves to fund general operations and is not likely to have the financial flexibility to fund future plans.

A multi-year cumulative cash flow helps to identify long-term trends.



Debt Service Coverage Ratio

The school's debt service coverage ratio is less than .9.	Debt Service Coverage Ratio -0.53	Ratings Not Applicable for 2020-2021
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Why this Matters:

This measure evaluates a school's ability to make payments on debt due in a given year using only that year's income. This helps determine whether a school has more debt than it can manage.

A school with more Operating Income than Debt Service (a Debt Service Coverage Ratio greater than 1) can meet the financial obligations of their debt. A

school with more Debt Service than Operating Income (a ratio of less than 1) is reliant on either reserves or revenues anticipated in future years to meet its debt obligations.

Debt to Asset Ratio

The school's Debt to Asset Ratio is less than 0.9.	Debt/Asset Ratio .49	Ratings Not Applicable for 2020-2021
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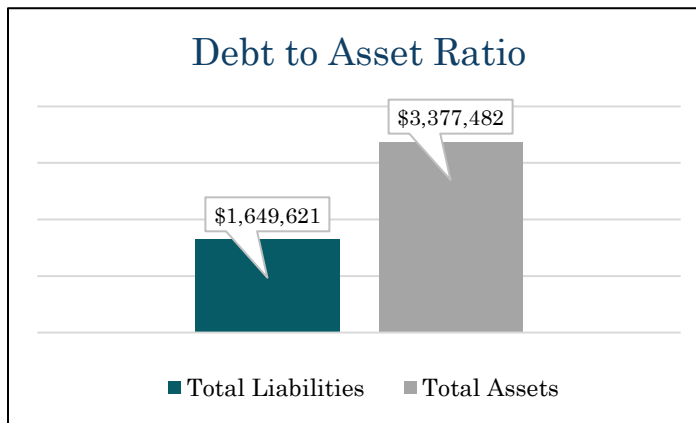
Why This Matters:

The Debt to Asset Ratio compares a school's total liabilities to its total assets. This helps determine whether a school would be able to meet both its short and long-term financial obligations.

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.

Note: for the purposes of this measure, pension liability is excluded from the school's total liabilities.



Financial Compliance

STANDARD RATING: NOT RATED FOR 2020-2021	
Financial Operations	Data and/or Evidence Source
The school's finances are managed in compliance with GAAP.	Financial Audit 10/29/2021
Expenditures and contracts are posted online appropriately.	School's Expenditure Page 7/30/2021
The school maintains compliant internal controls.	*No instances of non-compliance documented.
The school is not operating under a Notification of Fiscal Concern.	*No instances of non-compliance documented.
The school is not operating under a Notification of Possible or Imminent Closure.	*No instances of non-compliance documented.
Comments/Context	

Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

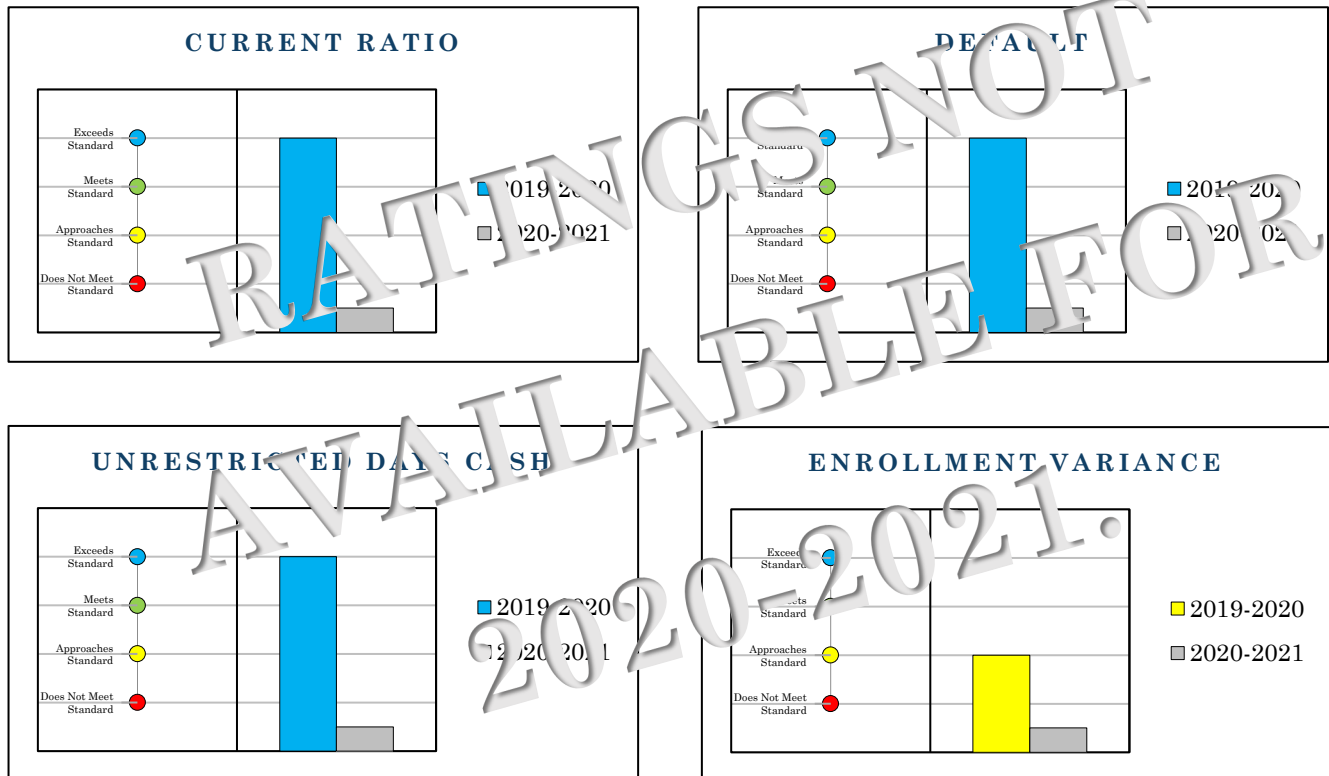
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Near Term Health Ratings | Historical Framework

School Year	Near Term Health Rating
2018-2019	GOOD STANDING

Financial Near Term Health Ratings | Revised Framework



Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

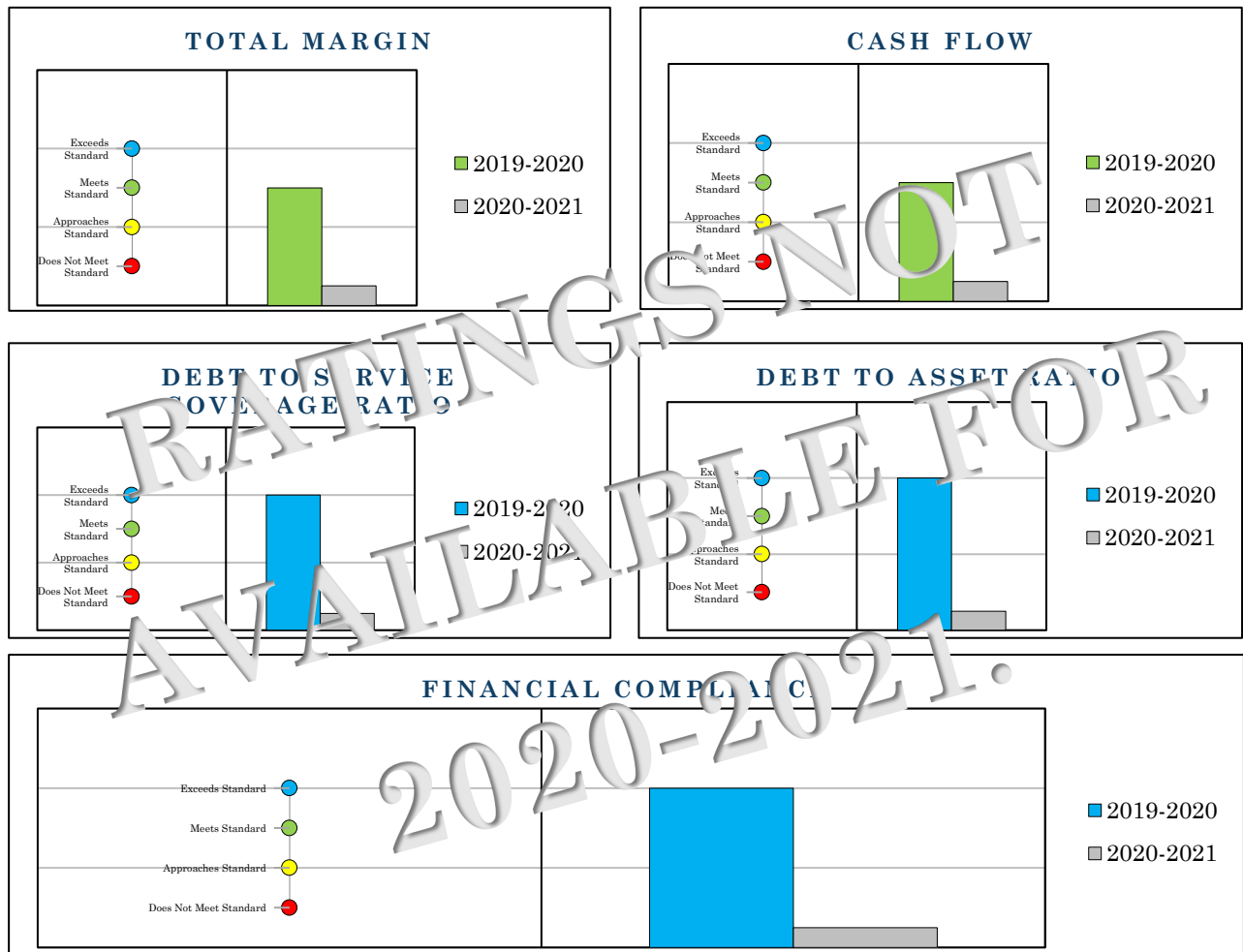
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Sustainability Ratings | Historical Framework

School Year	Sustainability Rating
2018-2019	GOOD STANDING

Financial Sustainability Ratings | Revised Framework



*The 2020-2021 Annual Report has been finalized by the
Idaho Public Charter School Commission staff.*

If you have any questions or comments, please contact
the IPCSC.



IDAHO PUBLIC CHARTER SCHOOL COMMISSION

304 N. 8th St. Ste.242

Boise, ID 83720

208-332-1561

pcsc@osbe.idaho.gov



Annual Performance Report 2021

North Idaho STEM Charter School, Inc.

Mission Statement: To prepare students, through rigorous and relevant content, to be productive and successful citizens by developing a strong work ethic and the higher-level critical thinking skills needed to solve problems in the real world.

Chair/President

Dan Tesulov

Secretary

Patricia Guzman

Administrator

Scott Thomson

Business Manager

Cathy Richardson

School Location

15633 N Meyer Road Rathdrum

School Phone

208-687-8002

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Introduction

Charter schools in Idaho operate on 5-year terms as defined in a Performance Certificate executed between the school's board and its authorizer. In addition, Idaho law requires that every certificate includes a framework describing the expectations the school must meet in order to earn a next operational term. It also requires that charter school authorizer's complete performance reports for the schools they oversee each year. The annual performance report serves the following purposes:

1. To provide transparent information about charter school quality to the public;
2. To ensure charter school boards have access to clear expectations and;
3. To inform mid-term authorizing decisions.

This report reflects how the school's outcomes during the most recently completed school year measure up against the expectations established in the framework. At the end of each 5-year term, the authorizer reviews the school's annual reports and financial data to inform its decision to renew, conditionally renew, or non-renew, the school for a subsequent term.

Each measure included in the IPCSC's framework has a meets standard benchmark. A school that meets standard on all measures at the end of its current operational term is guaranteed an unconditional renewal. A school that does not meet standard on at least one measure at the end of its current operational term may be conditionally renewed or non-renewed. Because the outcomes on this report inform high-stakes decisions, schools are encouraged to use this information to support their strategic planning efforts each year.

COVID-19 NOTE: Please note that due to the COVID-19 pandemic, the IPCSC has suspended ratings (exceeds, meets, etc.) on academic and financial measures for the FY21 report. All outcomes are included in this report; however, outcomes are not rated.

North Idaho STEM Charter Academy, Inc. Performance Certificate: [NI STEM Performance Certificate](#)

Performance Framework: [IPCSC Performance Framework](#)

Current Term: 2018-2023

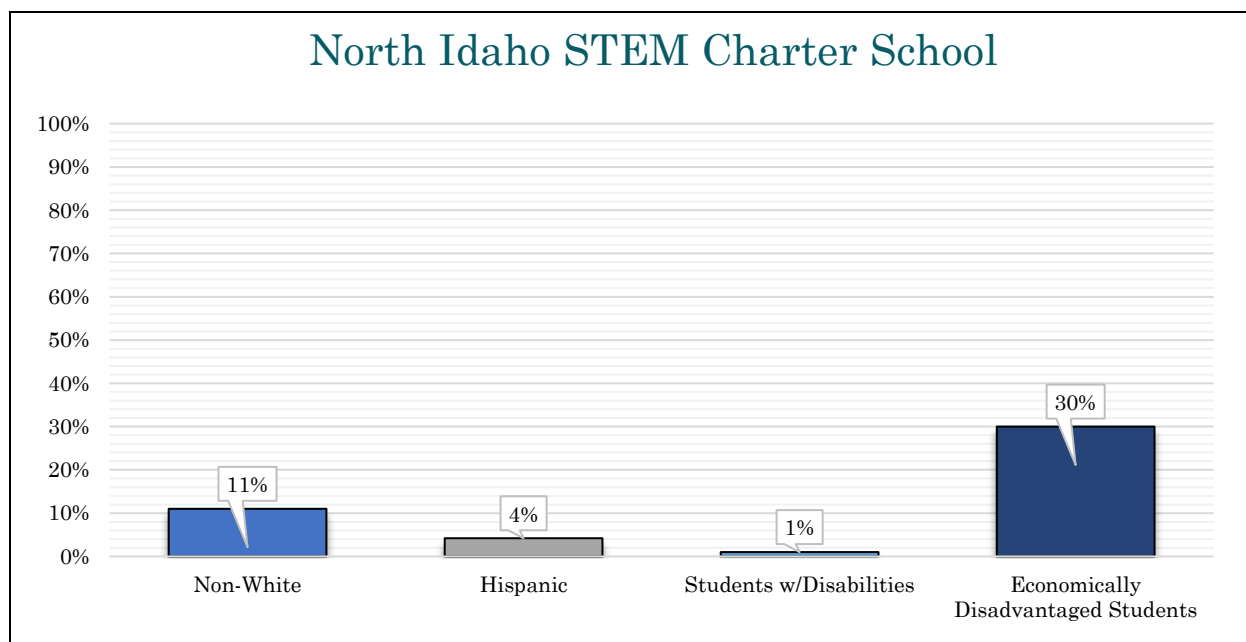
School Overview

Model:	STEM
Enrollment Capacity:	724
Grades Served:	K-12
Enrollment Projected FY22:	552

Key Design Elements:

- Provide an environment where students are engaged in real-world problem solving through a project-based STEM program.
- Provide and encourage innovation and creativity as an educated person in the 21st century.
- Maintain rigor and high expectations to positively impact student success.
- Provide an environment where students use specific 21st century skills including collaboration, time and task management, presentation skills, and the effective use of technology.

2021 NORTH IDAHO STEM CHARTER SCHOOL DEMOGRAPHIC SUMMARY:



2020-2021 Annual Snapshot

Schools are encouraged to use this information for strategic planning and to ensure that any identified weaknesses are addressed in advance of renewal consideration.

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
------------------	---------------------------	------------------------	-------------------	---------------------	------------------------------

ACADEMIC OUTCOMES:	
Math Proficiency	90%
Math Growth	<i>Data Not Available for 2020-2021</i>
ELA Proficiency	90%
ELA Growth	<i>Data Not Available for 2020-2021</i>
Literacy Proficiency	FALL IRI: 75% SPRING IRI: 90%
College & Career Readiness	

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	7.21
Unrestricted Days Cash	279
Default	None
Enrollment Variance	98.46%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	EXCEEDS STANDARD
Governance Oversight	EXCEEDS STANDARD
Governance Compliance	EXCEEDS STANDARD

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin	TM: 36.53%
3 Yr. Aggregate Margin	3YR: 60.32%
Cash Flow	CF: -\$666,506
Multi-Year Cash Flow	MY: \$601,253
Debt Service Coverage Ratio	13.59
Debt Asset Ratio	.24
Financial Compliance	Not Rated for 2020-2021

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	EXCEEDS STANDARD
Data Security/Transparency	EXCEEDS STANDARD
Facility & Services	EXCEEDS STANDARD
Operational Compliance	EXCEEDS STANDARD

Note: Due to the impact of the pandemic, Academic outcomes were not available for the 2019-2020 school year. Academic outcomes are available but will not be rated for the 2020-2021 school year.

Academic Outcomes

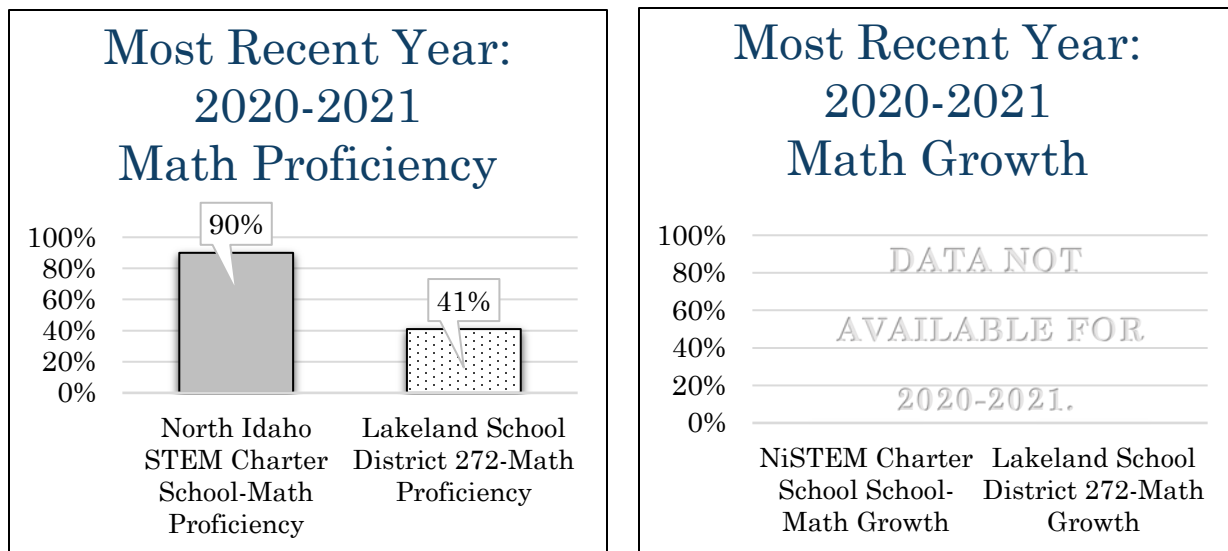
MATH PROFICIENCY & MATH GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide mathematics assessment (ISAT) meets the IPCSC standard on both the math proficiency and math growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving mathematics achievement outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Lakeland District (272)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
MATH PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
MATH GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

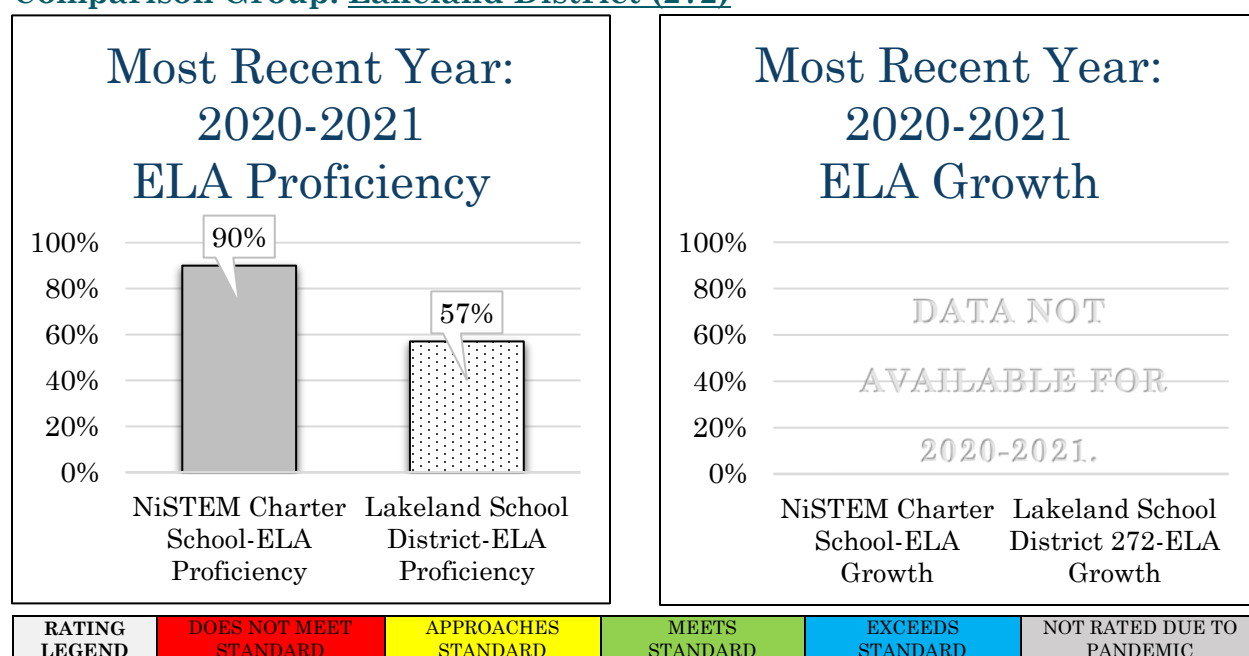
ELA PROFICIENCY & ELA GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide ELA assessment (ISAT) meets the IPCSC standard on both the ELA proficiency and ELA growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Lakeland District (272)



*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
ELA PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
ELA GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

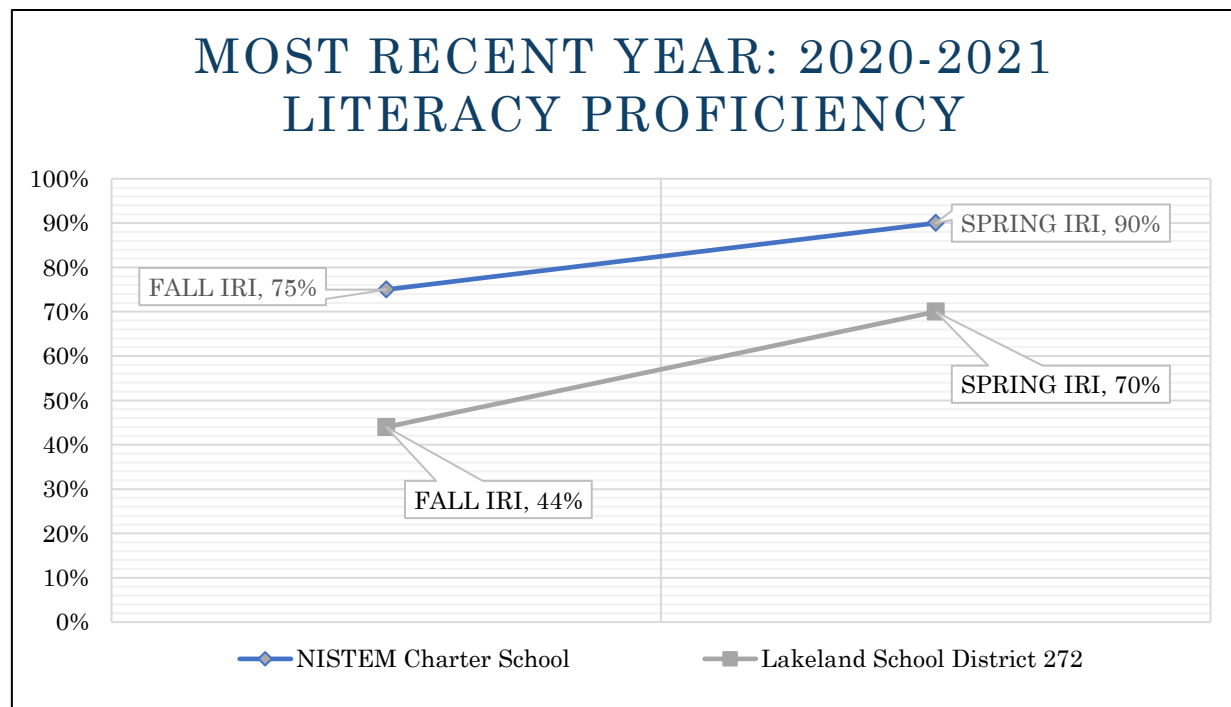
LITERACY PROFICIENCY

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the spring statewide literacy assessment (IRI) meets the IPCSC standard. Alternatively, a school that did not perform as well or better than its comparison group on the spring assessment, but that did improve its outcome by at least 10% from fall to spring, also meets standard.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Lakeland District (272)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
LITERACY PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

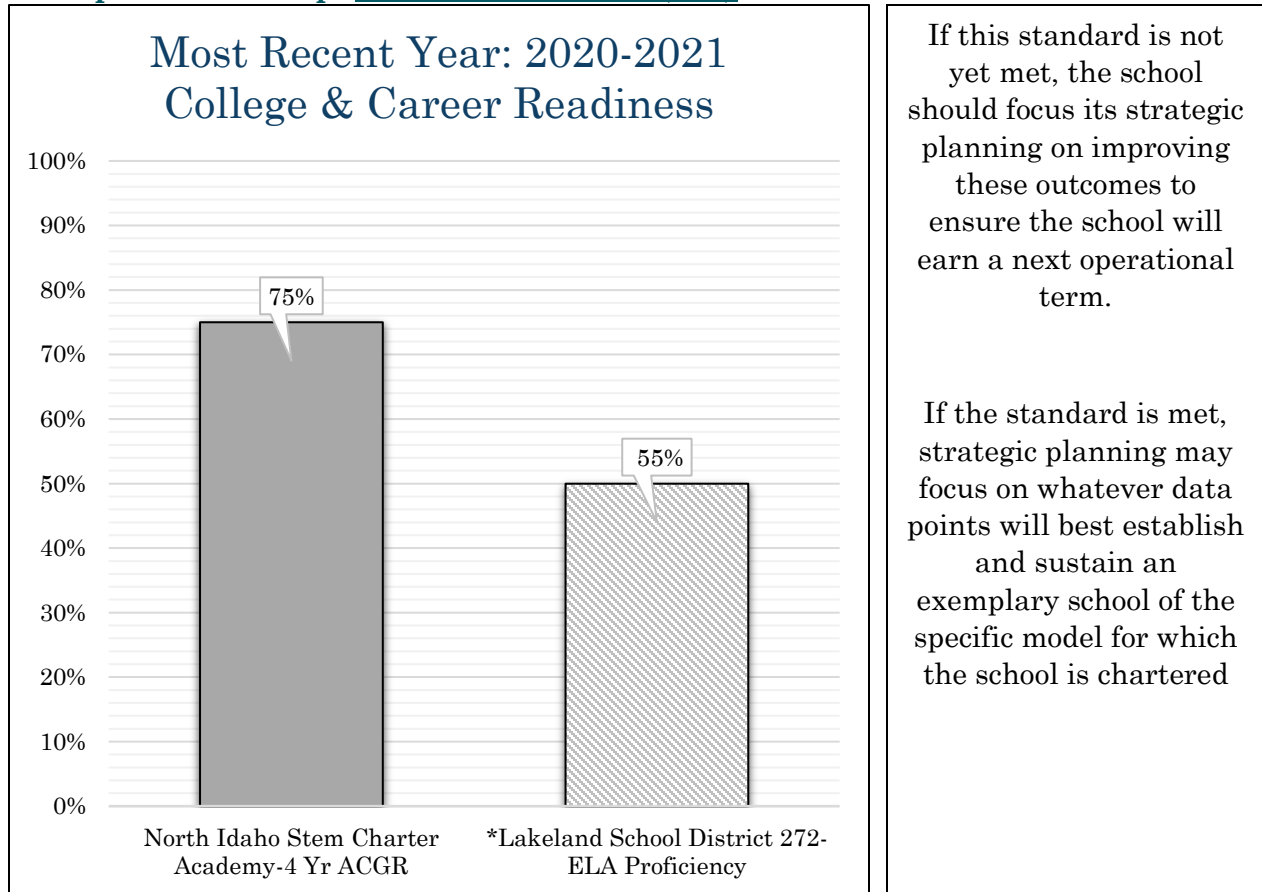
Academic Outcomes

COLLEGE & CAREER READINESS

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school with a 4-year graduation rate equal to or greater than the average of its comparison group meets the IPCSC standard.

Comparison Group: Lakeland District (272)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
------------------	---------------------------	------------------------	-------------------	---------------------	------------------------------

*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	COLLEGE & CAREER RATING	APPLICABLE RUBRIC DESCRIPTION
College & Career Readiness	Ratings Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year.

Longitudinal Academic Ratings | 2018-2023

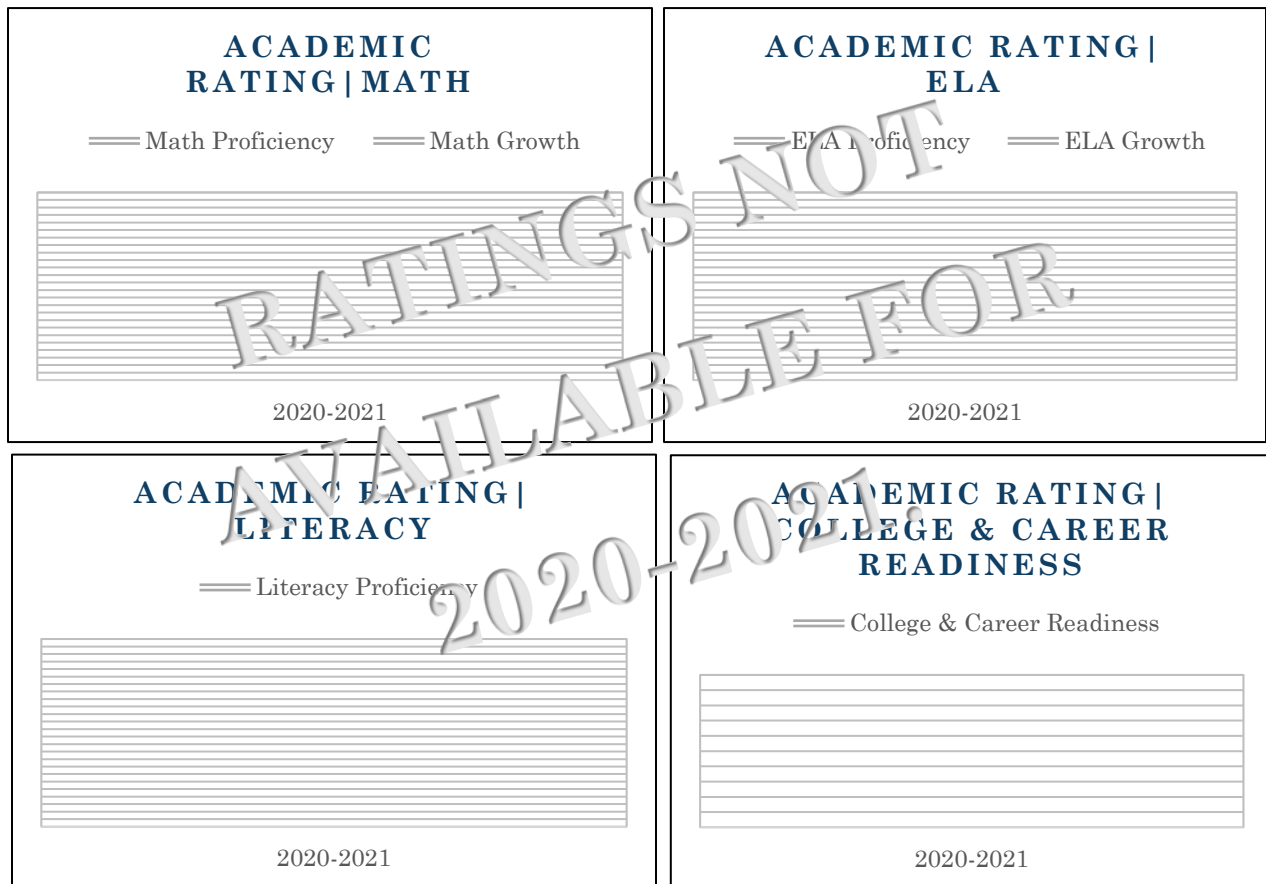
Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive strategic planning as the school approach its next renewal decision.

Academic Ratings | Historical Framework

SCHOOL YEAR	ACADEMIC GEN ED OUTCOME
2018-2019	HONOR
2019-2020	NOT RATED DUE TO PANDEMIC

Academic Ratings | Revised Framework

Due to COVID-19 pandemic, no academic data was available for the 2019-2020 school year. Additionally, as ratings are used to inform charter renewal decisions, the IPCSC chose to suspend ratings for the 2020-21 school year due to the anticipated impact of the pandemic.



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Operational Outcomes

BOARD STEWARDSHIP

Why This Matters:

At the highest level, the success of a charter school is driven by the ability of its governing board to govern effectively. The measures in this section help identify the strengths and challenges faced by the school's board. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year. *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

STANDARD RATING: EXCEEDS STANDARD	
Governance Structure Measure	Data/Evidence Source
The board bylaws are compliant with ID law.	Bylaws 7/1/19. *Please provide an updated copy if any amendments have been made as of 7/1/21.
The school's articles of incorporation are current.	Articles of Incorporation initially filed on 10/1/2009. Most recently updated on 3/23/2011.
The board does operate in compliance with its bylaws.	*No instances of non-compliance documented.
Investigations were not conducted into ethical behavior or conflict of interest regarding any board director this year.	*No instances of non-compliance documented.
The board did not experience Open Meeting Law violations that needed to be cured this year.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Governance Oversight Measure	Data/Evidence Source
The IPCSC did not evaluate the boards review of academic data in a timely and thorough manner due to pandemic for 2020-2021.	*No instances of non-compliance documented.
The board did review financial reports in a timely and thorough manner.	*No instances of non-compliance documented.
The board did maintain compliant policies.	*No instances of non-compliance documented.
The board did engage in strategic planning.	*No instances of non-compliance documented.
The board did conduct a compliant evaluation of their school leader or management organization.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Governance Compliance Measure	Data/Evidence Source
The IPCSC did not issue courtesy letters to the school noting compliance concerns this year.	*No instances of non-compliance documented.
Another investigative body was not notified of concerns at this school this year.	*No instances of non-compliance documented.
Comments/ Context:	

Operational Outcomes

MANAGEMENT

Why This Matters:

The systems and structures that support school operations are an important part of the school's overall success. The measures in this section help identify the strengths and challenges that impact the school's day-to-day operations. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year.

STANDARD RATING: EXCEEDS STANDARD	
Student Services	Data/Evidence Source
The school's English Language Learners program is in good standing.	*No instances of non-compliance documented.
The school's Special Education program is in good standing.	*No instances of non-compliance documented.
The school's college and career readiness program is in good standing.	Continuous Improvement Plan 2020-2021
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Data Security and Information Transparency	Data/Evidence Source
The school's website is compliant and updated appropriately.	*No instances of non-compliance documented.
The school did not experience issues involving data security this year.	*No instances of non-compliance documented.
The school did not experience compliance issues with public records requests.	*No instances of non-compliance documented.
Comments/ Context: Finding location of agendas on website is not necessarily intuitive, although they are posted within timeframes.	

STANDARD RATING: EXCEEDS STANDARD	
Facility and Services	Data/Evidence Source
The school's occupancy certificate is current.	*No instances of non-compliance documented.
Safety inspections and evacuation drills are compliant.	*Most Recent: 2/4/2021 No instances of non-compliance documented.
<i>The IPCSC did not evaluate school transportation for students due to measure being waived for 2020-2021.</i>	*No instances of non-compliance documented.
<i>The IPCSC did not evaluate school nutrition for students due to measure being waived for 2020-2021</i>	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Operational Compliance	Data/Evidence Source
Required reports were submitted accurately and on time.	*No instances of non-compliance documented.
The enrollment process is compliant.	*No instances of non-compliance documented.
The teachers are properly credentialed.	*No instances of non-compliance documented.
Corrective action plans were not issued by the SDE this year.	*No instances of non-compliance documented.
Comments/ Context:	

Longitudinal Operational Ratings | 2018-2023

Board Stewardship

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

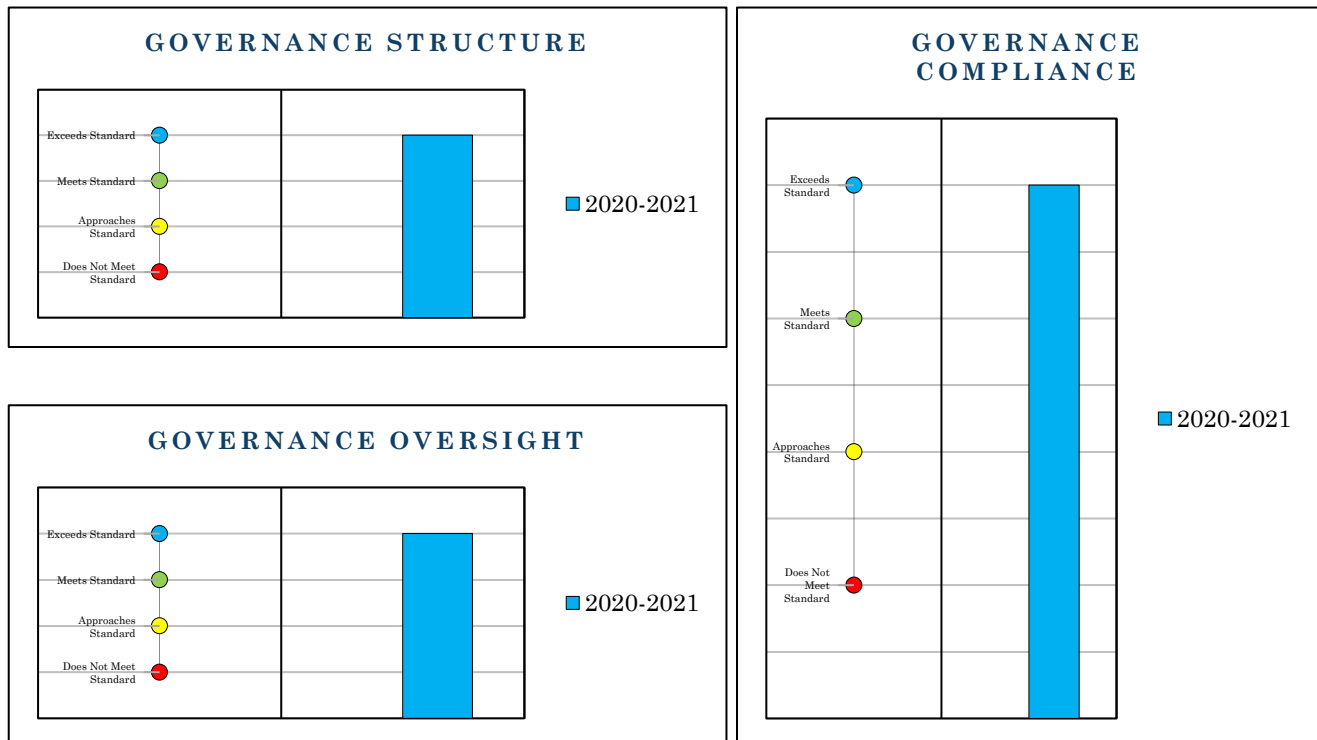
Ratings on the historical and revised framework are not comparable in the operational section. The two sets of data have been included. The school's operational ratings on the historical framework are provided for reference.

Operational Ratings | Historical Framework

School Year	Rating
2018-2019	HONOR
2019-2020	HONOR

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Board Stewardship | Revised Framework



Longitudinal Operational Ratings | 2018-2023

Management

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

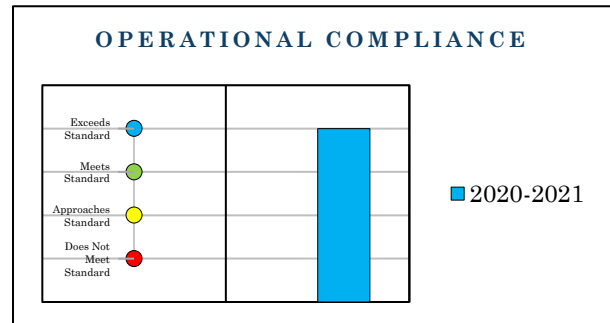
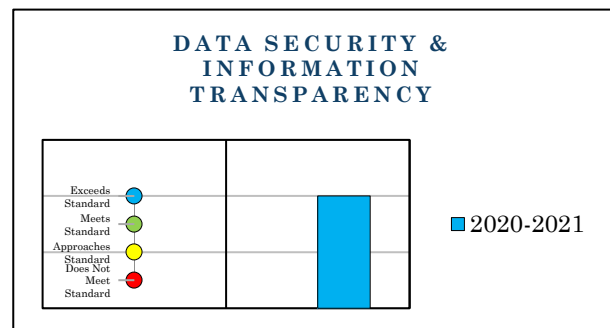
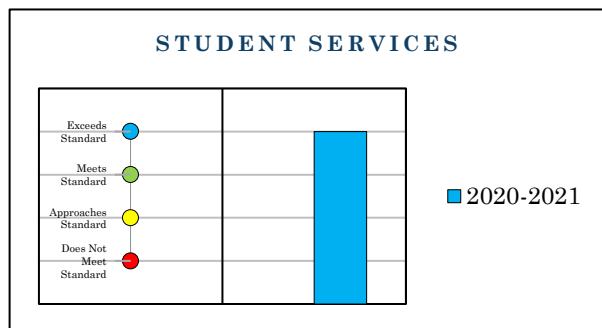
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Operational Ratings | Historical Framework

School Year	Rating
2018-2019	HONOR
2019-2020	HONOR

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Management | Revised Framework



Financial Outcomes

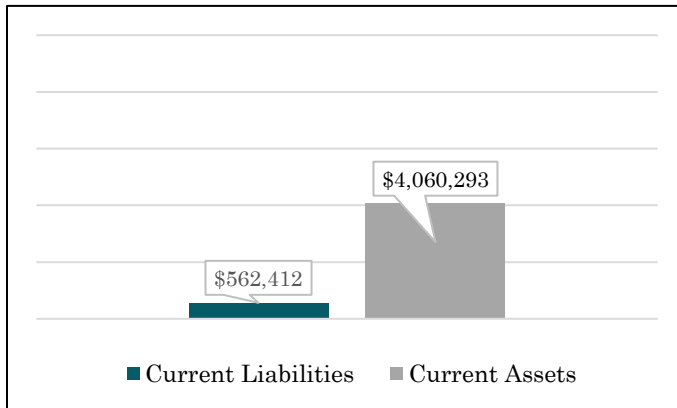
NEAR TERM MEASURES

These measures evaluate whether a school is likely to meet its financial obligations in the next year.

*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

Current Ratio

The school has a current ratio of more than 1.5.	Current Ratio 7.22	Ratings Not Applicable for 2020-2021
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Why This Matters:

Current Ratio is a comparison of a school's financial obligations due within one year (current liabilities) to the cash and investments held by the school (current assets).

A school with more assets than liabilities (a Current Ratio greater than 1.0) would be able to meet its financial obligations for the

next year without relying on future revenue.

A school with more liabilities than assets (a Current Ratio of less than 1.0) is dependent on revenue it has not yet received to meet existing financial obligations.

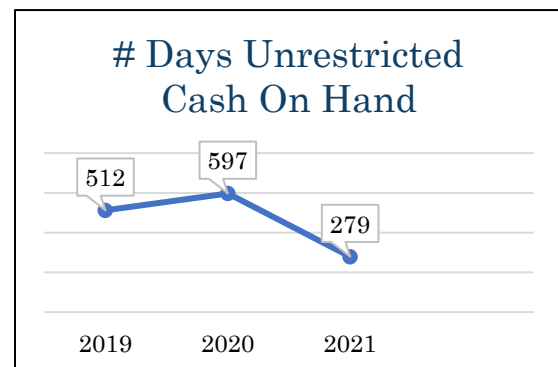
Unrestricted Days Cash

The school has more than 60 days cash on hand	279 Days	Ratings Not Applicable for 2020-2021
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Why this 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 current assets. Occasionally, a planned purchase may decrease this number temporarily. In those cases, 30-60 days cash on hand with an upward trend is acceptable. A school with less than 15 days cash on hand is in financial distress and is at risk of automatic closure.



Default

The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year.	Ratings Not Applicable for 2020-2021
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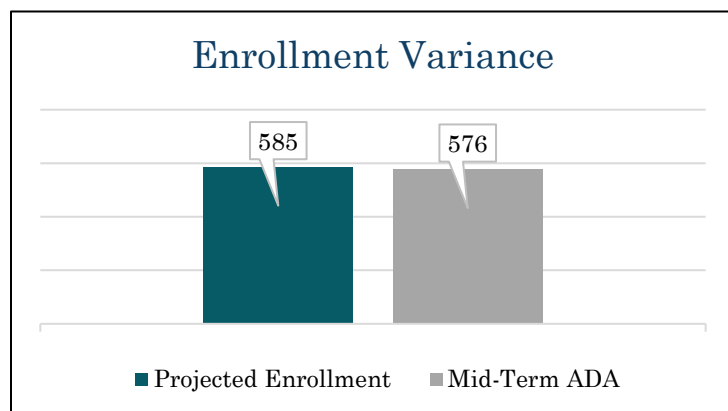
Why this Matters:

This measure identifies whether a school has defaulted on any of its financial obligations. Default can mean many things. Examples of default include: paying bills late, failing to make payroll, or inaccurately filing reports required for funding. Default can also include a failure to meet any additional requirements of long-term debt as established by the lender (such as meeting a specific enrollment target or maintaining a greater amount of cash on hand than the PCSC requires).

Any act of default can result in disruption of services, loans being called due, or funding that is inaccurate or withheld.

Enrollment Variance

The school has maintained at least 95% of its projected enrollment for at least 3 consecutive years.	Enrollment Variance 98.46%	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Enrollment Variance measure considers what percentage of a school's projected enrollment was achieved. As the majority of a public school's funding is generated by student enrollment, this measure reflects a school's ability to execute its budget to plan.

A school that achieves at least 95% of its projected enrollment will likely experience few bumps and may make minor adjustments. A school that achieves less than 95% of projected enrollment is likely to face budget challenges requiring more significant budget amendments and may be in financial distress.

Financial Outcomes

SUSTAINABILITY MEASURES

These measures help determine whether a school is likely to remain financially stable into the future.

Total Margin

The school has maintained a positive total margin for at least 3 consecutive years.	CY Total Margin 36.53% 3-Year Aggregated 60.32%	Ratings Not Applicable for 2020-2021
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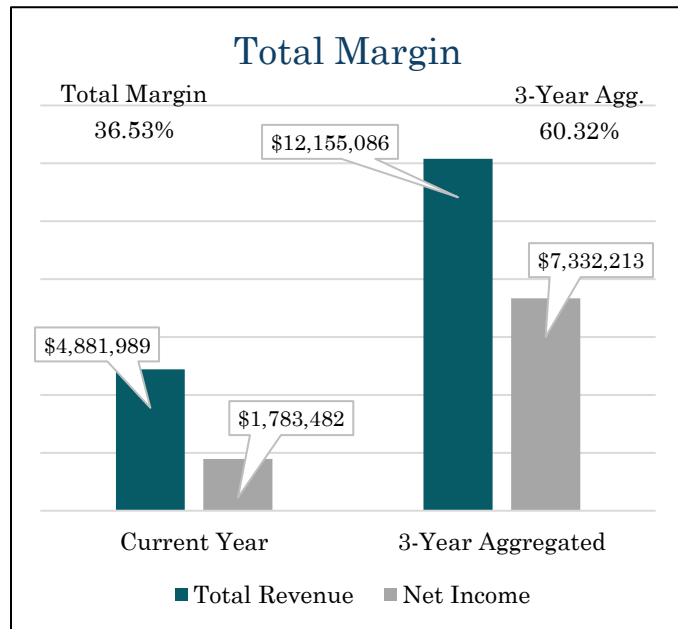
Why this Matters:

The Total Margin compares a school's total revenue to its net income. Specifically, this measure identifies what percentage of a school's total revenue in a given year was not expended during that year. 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 to identify these long-term trends.

Note: for the purposes of this calculation, pension liability is excluded from the school's net income.



Cash Flow

The school's multi-year cumulative cash flow is positive, but the most recent year's cash flow is negative.	Most Recent Year -\$666,506 Previous Year \$1,267,759 Multi-Year \$601,253	Ratings Not Applicable for 2020-2021
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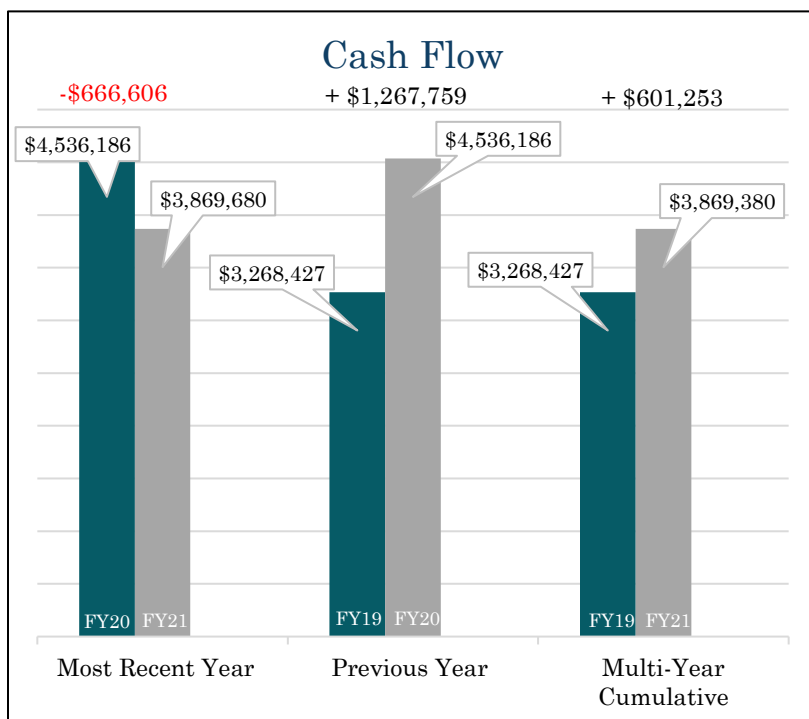
The negative most recent one-year cash flow is not concerning, due to a documented, planned cash purchase of a facility. Additionally, this school continues to exhibit strong financial practices, a trend visible through several previous years. As a result, this is evaluated to meet the established standard'.

Why this Matters:

The Cash Flow measure considers the change in a school's cash balance over time. A school with a positive cash flow is increasing its reserves and is likely able to fund future projects and purchases.

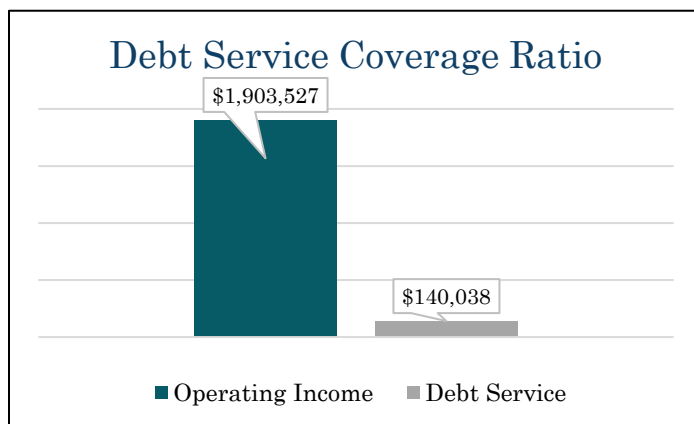
A school with a negative cash flow is using its existing reserves to fund general operations and is not likely to have the financial flexibility to fund future plans.

A multi-year cumulative cash flow helps to identify long-term trends.



Debt Service Coverage Ratio

The school's debt service coverage ratio is 1.5 or greater.	Debt Service Coverage Ratio 13.59	Ratings Not Applicable for 2020-2021
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Why this Matters:

This measure evaluates a school's ability to make payments on debt due in a given year using only that year's income. This helps determine whether a school has more debt than it can manage.

A school with more Operating Income than Debt Service (a Debt Service Coverage Ratio greater than 1) can meet the financial obligations of their debt. A

school with more Debt Service than Operating Income (a ratio of less than 1) is reliant on either reserves or revenues anticipated in future years to meet its debt obligations.

Debt to Asset Ratio

The school has maintained a debt to asset ratio less than .9 for at least 3 consecutive years.	Debt/Asset Ratio .24	Ratings Not Applicable for 2020-2021
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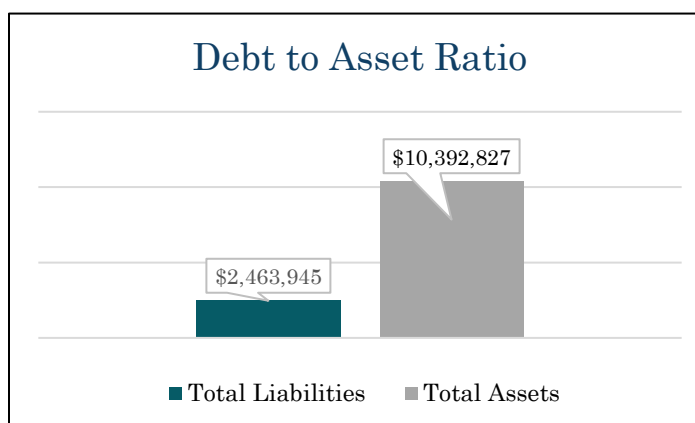
Why This Matters:

The Debt to Asset Ratio compares a school's total liabilities to its total assets. This helps determine whether a school would be able to meet both its short and long-term financial obligations.

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.

Note: for the purposes of this measure, pension liability is excluded from the school's total liabilities.



Financial Compliance

STANDARD RATING: NOT RATED FOR 2020-2021	
Financial Operations	Data and/or Evidence Source
The school's finances are managed in compliance with GAAP.	Financial Audit 10/22/2021
Expenditures and contracts are posted online appropriately.	School's Expenditure Page 7/30/2021

The school maintains compliant internal controls.	*No instances of non-compliance documented.
The school is not operating under a Notification of Fiscal Concern.	*No instances of non-compliance documented.
The school is not operating under a Notification of Possible or Imminent Closure.	*No instances of non-compliance documented.
Comments/Context	

Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

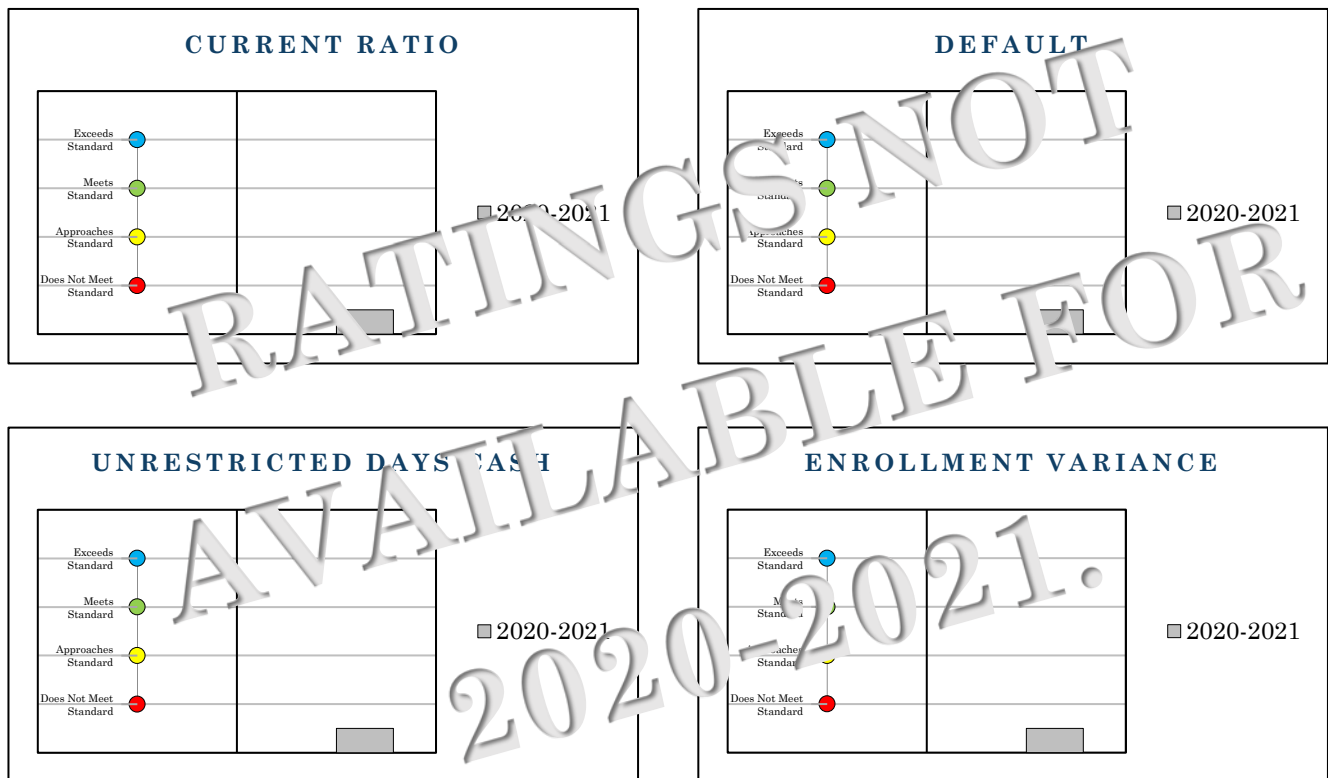
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Near Term Health Ratings | Historical Framework

School Year	Near Term Health Rating
2018-2019	HONOR
2019-2020	HONOR

Financial Near Term Health Ratings | Revised Framework



Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

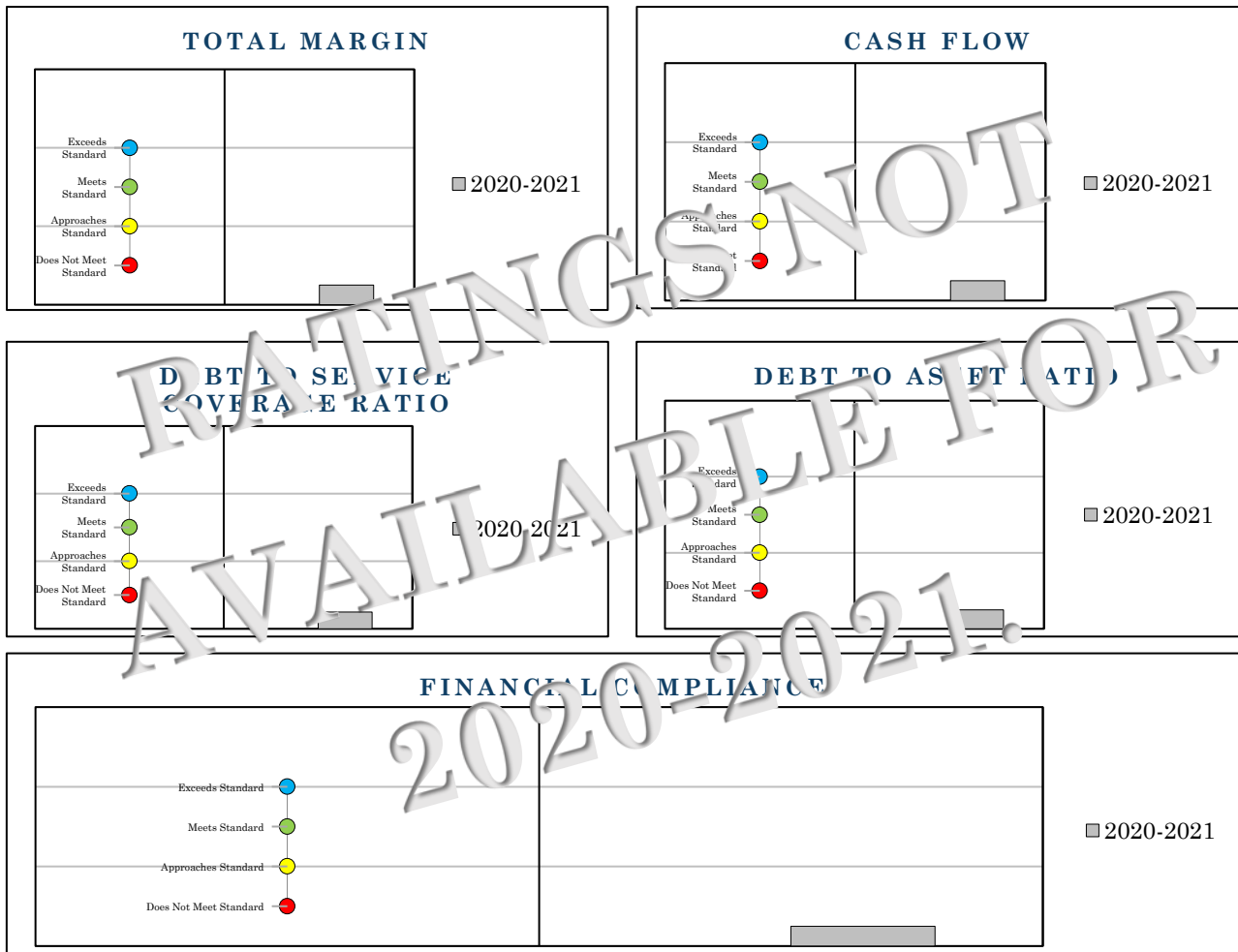
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Sustainability Ratings | Historical Framework

School Year	Sustainability Rating
2018-2019	HONOR
2019-2020	HONOR

Financial Sustainability Ratings | Revised Framework



*The 2020-2021 Annual Report has been finalized by the
Idaho Public Charter School Commission staff.*

If you have any questions or comments, please contact
the IPCSC.



304 N. 8th St. Ste.242

Boise, ID 83720

208-332-1561

pcsc@osbe.idaho.gov



Annual Performance Report 2021

Legacy Public Charter School, Incorporated

Mission Statement: To develop students who are competent, confident, productive, and responsible young adults who possess the habits, skills and attitudes to succeed in high school and to be offered the invitation of a post-secondary education, satisfying employment, and life-long opportunities

Chair/President	Bart McKnight
Treasurer/Secretary	Emily Criddle
Administrator	Seth Stallcop
Business Manager	Niki Crow
School Location	4015 S Legacy Way Nampa
School Phone	208-467-0947

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Introduction

Charter schools in Idaho operate on 5-year terms as defined in a Performance Certificate executed between the school's board and its authorizer. In addition, Idaho law requires that every certificate includes a framework describing the expectations the school must meet in order to earn a next operational term. It also requires that charter school authorizer's complete performance reports for the schools they oversee each year. The annual performance report serves the following purposes:

1. To provide transparent information about charter school quality to the public;
2. To ensure charter school boards have access to clear expectations and;
3. To inform mid-term authorizing decisions.

This report reflects how the school's outcomes during the most recently completed school year measure up against the expectations established in the framework. At the end of each 5-year term, the authorizer reviews the school's annual reports and financial data to inform its decision to renew, conditionally renew, or non-renew, the school for a subsequent term.

Each measure included in the IPCSC's framework has a meets standard benchmark. A school that meets standard on all measures at the end of its current operational term is guaranteed an unconditional renewal. A school that does not meet standard on at least one measure at the end of its current operational term may be conditionally renewed or non-renewed. Because the outcomes on this report inform high-stakes decisions, schools are encouraged to use this information to support their strategic planning efforts each year.

COVID-19 NOTE: Please note that due to the COVID-19 pandemic, the IPCSC has suspended ratings (exceeds, meets, etc.) on academic and financial measures for the FY21 report. All outcomes are included in this report; however, outcomes are not rated.

Legacy Public Charter School, Inc. Performance Certificate: [Legacy Performance Certificate](#)

Performance Framework: [IPCSC Performance Framework](#)

Current Term: 2018-2023

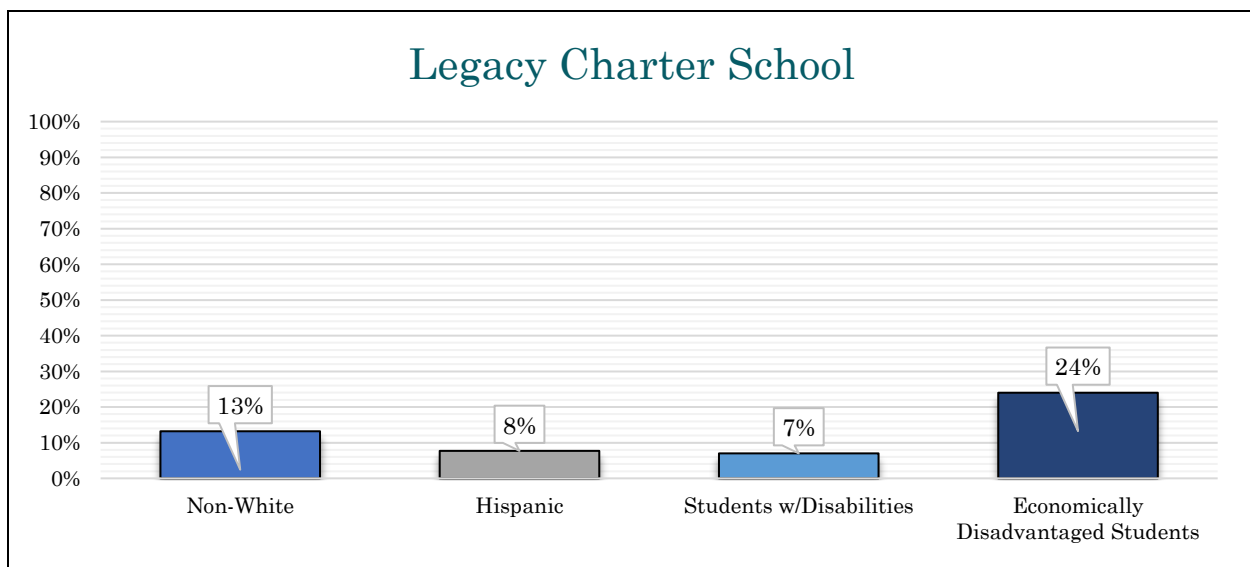
School Overview

Model:	Harbor Method
Enrollment Capacity:	325
Grades Served:	K-8
Enrollment Projected FY22:	295

Key Design Elements:

- Teach to the high, and through strict adherence to the Harbor School Method, use the Method's educational approach, curricula, and tools to provide multiple opportunities for mastering concepts, and to exceed State benchmarks in required academic testing.
- Ensure instructional fidelity across grade levels with core instructional methodology being consistent among teachers and grades, ensuring that students learn the instructional routines in early grades which accelerates their ability to focus on new information, skill development and thinking skills.
- In addition to emphasizing the traditional core curriculum areas of language arts, math, science, social studies, incorporate the Harbor Method's educational features of providing self-contained 7th & 8th grade classes, the study of a foreign language beginning in at least the 3rd grade, and participation in music, PE and computer classes.
- Provide a School-to-Work experience that, in addition to the school's academic program, purposefully trains students to demonstrate "Attitude and Effort," along with the characteristics of enthusiasm, efficiency and excellence in the work they do.
- Remove fear, threat and intimidation from the learning environment by implementing and carrying out the Harbor Method's character education program that emphasizes kindness and a zero-tolerance policy for teasing, taunting, bullying, and negative peer pressure. The character education program will also emphasize and require adults in the school to model the expectations and behaviors for character required of students.
- Hold the school's principal(s) directly accountable for the environment in which teachers teach and students learn.

2021 LEGACY CHARTER SCHOOL DEMOGRAPHIC SUMMARY:



2020-2021 Annual Snapshot

Schools are encouraged to use this information for strategic planning and to ensure that any identified weaknesses are addressed in advance of renewal consideration.

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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ACADEMIC OUTCOMES:	
Math Proficiency	77%
Math Growth	<i>Data Not Available for 2020-2021</i>
ELA Proficiency	76%
ELA Growth	<i>Data Not Available for 2020-2021</i>
Literacy Proficiency	FALL IRI: 54% SPRING IRI: 71%

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	6.10
Unrestricted Days Cash	265
Default	None
Enrollment Variance	93.90%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	EXCEEDS STANDARD
Governance Oversight	EXCEEDS STANDARD
Governance Compliance	EXCEEDS STANDARD

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	EXCEEDS STANDARD
Data Security/Transparency	EXCEEDS STANDARD
Facility & Services	EXCEEDS STANDARD
Operational Compliance	EXCEEDS STANDARD

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin	TM: 12.07%
3 Yr. Aggregate Margin	3YR: 28.64%
Cash Flow	CF: \$373,309
Multi-Year Cash Flow	MY: \$285,223
Debt Service Coverage Ratio	.22
Debt Asset Ratio	.58
Financial Compliance	Not Rated for 2020-2021

Note: Due to the impact of the pandemic, Academic outcomes were not available for the 2019-2020 school year. Academic outcomes are available but will not be rated for the 2020-2021 school year.

Academic Outcomes

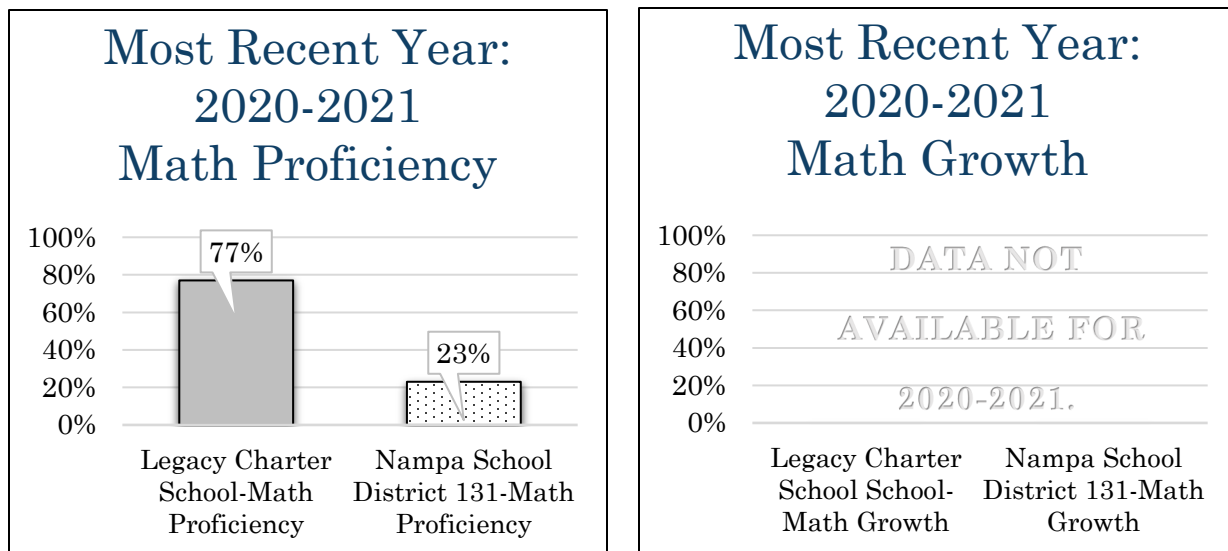
MATH PROFICIENCY & MATH GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide mathematics assessment (ISAT) meets the IPCSC standard on both the math proficiency and math growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving mathematics achievement outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Nampa District (131)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
MATH PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
MATH GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

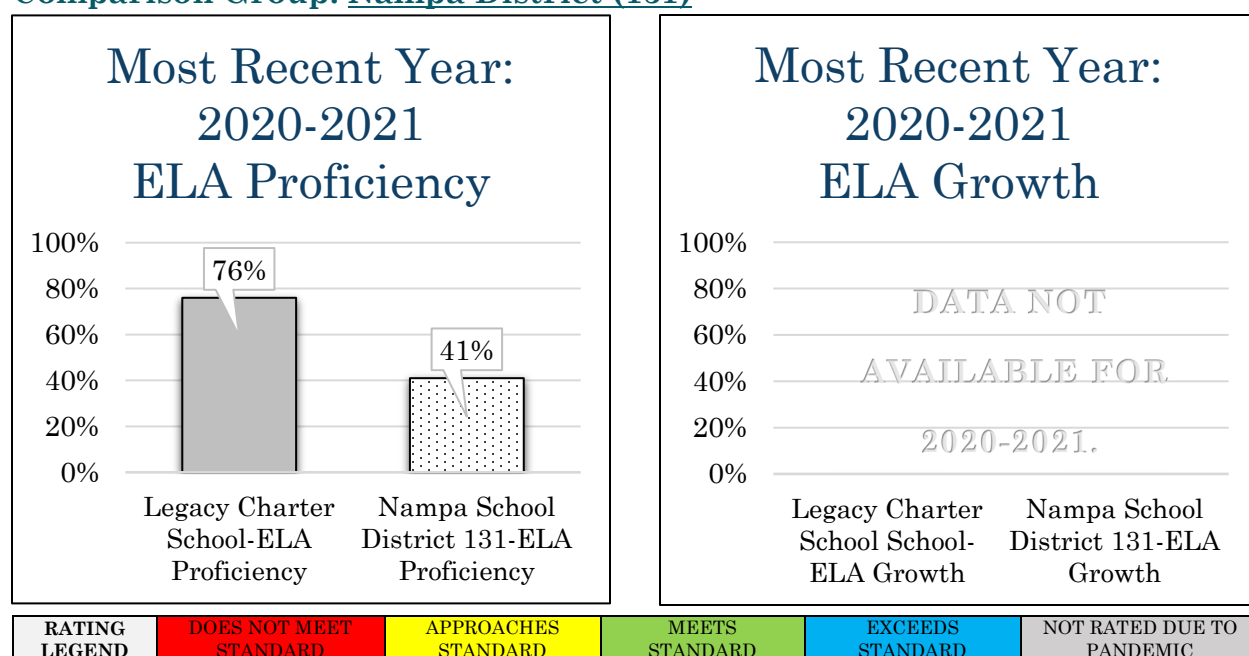
ELA PROFICIENCY & ELA GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide ELA assessment (ISAT) meets the IPCSC standard on both the ELA proficiency and ELA growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Nampa District (131)



*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
ELA PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
ELA GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

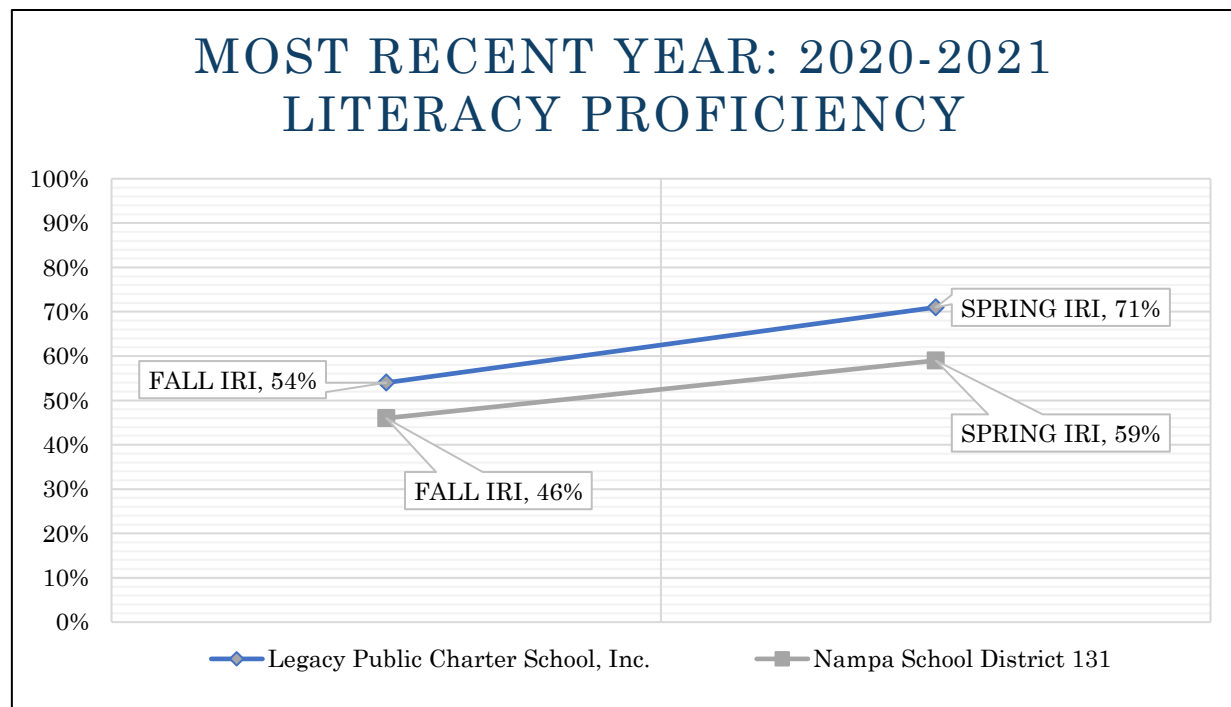
LITERACY PROFICIENCY

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the spring statewide literacy assessment (IRI) meets the IPCSC standard. Alternatively, a school that did not perform as well or better than its comparison group on the spring assessment, but that did improve its outcome by at least 10% from fall to spring, also meets standard.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Nampa District (131)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
LITERACY PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Longitudinal Academic Ratings | 2018-2023

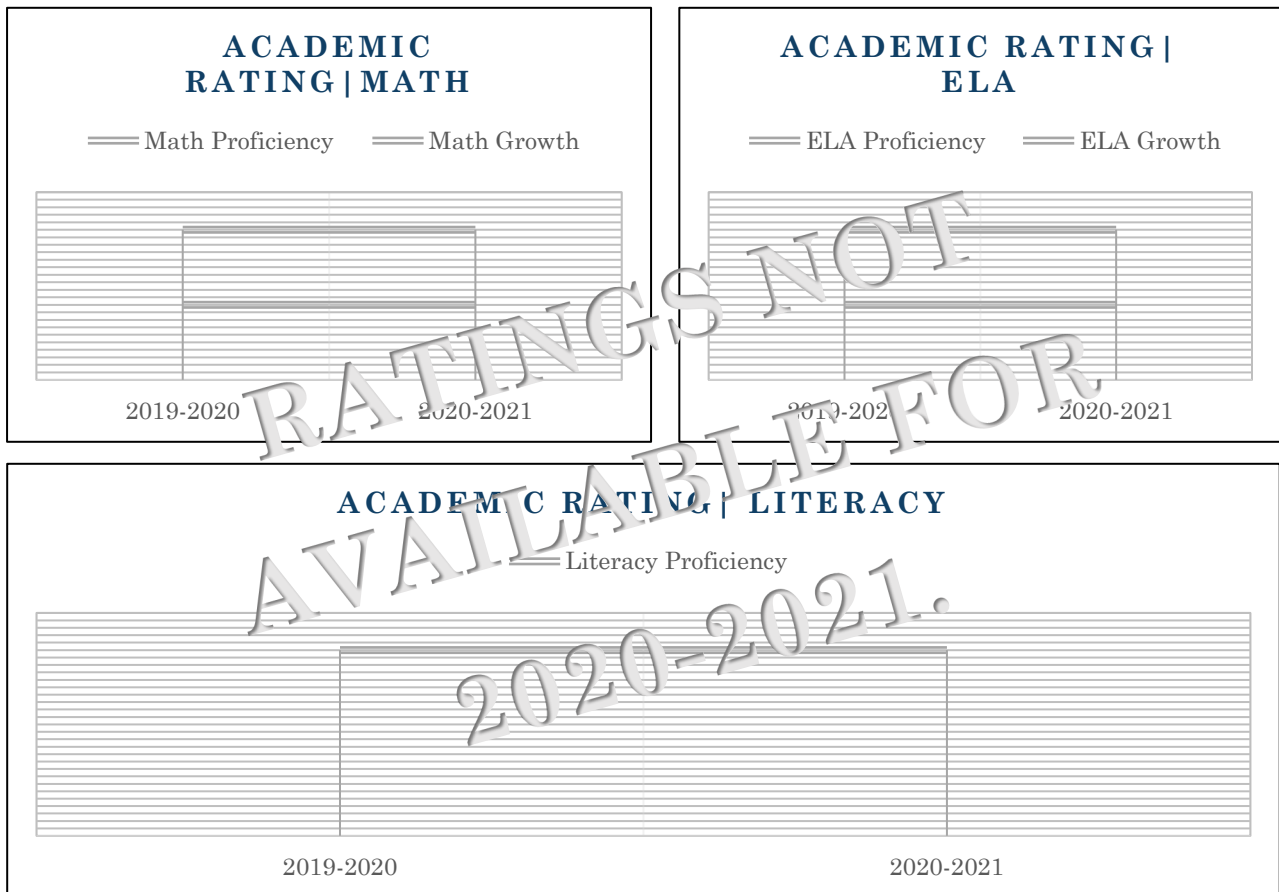
Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive strategic planning as the school approach its next renewal decision.

Academic Ratings | Historical Framework

SCHOOL YEAR	ACADEMIC GEN ED OUTCOME
2018-2019	HONOR

Academic Ratings | Revised Framework

Due to COVID-19 pandemic, no academic data was available for the 2019-2020 school year. Additionally, as ratings are used to inform charter renewal decisions, the IPCSC chose to suspend ratings for the 2020-21 school year due to the anticipated impact of the pandemic.



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Operational Outcomes

BOARD STEWARDSHIP

Why This Matters:

At the highest level, the success of a charter school is driven by the ability of its governing board to govern effectively. The measures in this section help identify the strengths and challenges faced by the school's board. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year. *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

STANDARD RATING: EXCEEDS STANDARD	
Governance Structure Measure	Data/Evidence Source
The board bylaws are compliant with ID law.	Bylaws 7/19/12. *Please provide an updated copy if any amendments have been made as of 7/1/21.
The school's articles of incorporation are current.	Articles of Incorporation initially filed on 7/2/09. Most recently updated on 7/29/10.
The board does operate in compliance with its bylaws.	*No instances of non-compliance documented.
Investigations were not conducted into ethical behavior or conflict of interest regarding any board director this year.	*No instances of non-compliance documented.
The board did not experience Open Meeting Law violations that needed to be cured this year.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Governance Oversight Measure	Data/Evidence Source
The IPCSC did not evaluate the boards review of academic data in a timely and thorough manner due to pandemic for 2020-2021.	*No instances of non-compliance documented.
The board did review financial reports in a timely and thorough manner.	*No instances of non-compliance documented.
The board did maintain compliant policies.	*No instances of non-compliance documented.
The board did engage in strategic planning.	*No instances of non-compliance documented.
The board did conduct a compliant evaluation of their school leader or management organization.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Governance Compliance Measure	Data/Evidence Source
The IPCSC did not issue courtesy letters to the school noting compliance concerns this year.	*No instances of non-compliance documented.
Another investigative body was not notified of concerns at this school this year.	*No instances of non-compliance documented.
Comments/ Context:	

Operational Outcomes

MANAGEMENT

Why This Matters:

The systems and structures that support school operations are an important part of the school's overall success. The measures in this section help identify the strengths and challenges that impact the school's day-to-day operations. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year.

STANDARD RATING: EXCEEDS STANDARD	
Student Services	Data/Evidence Source
The school's English Language Learners program is in good standing.	*No instances of non-compliance documented.
The school's Special Education program is in good standing.	*No instances of non-compliance documented.
The school's college and career readiness program is in good standing.	Continuous Improvement Plan 2020-2021
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Data Security and Information Transparency	Data/Evidence Source
The school's website is compliant and updated appropriately.	*No instances of non-compliance documented.
The school did not experience issues involving data security this year.	*No instances of non-compliance documented.
The school did experience compliance issues with public records requests.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Facility and Services	Data/Evidence Source
The school's occupancy certificate is current.	*No instances of non-compliance documented.
Safety inspections and evacuation drills are compliant.	*Most Recent: 12/30/2020 No instances of non-compliance documented.
<i>The IPCSC did not evaluate school transportation for students due to measure being waived for 2020-2021.</i>	*No instances of non-compliance documented.
<i>The IPCSC did not evaluate school nutrition for students due to measure being waived for 2020-2021</i>	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Operational Compliance	Data/Evidence Source
Required reports were submitted accurately and on time.	*No instances of non-compliance documented.
The enrollment process is compliant.	*No instances of non-compliance documented.
The teachers are properly credentialed.	*No instances of non-compliance documented.
Corrective action plans were not issued by the SDE this year.	*No instances of non-compliance documented.
Comments/ Context:	

Longitudinal Operational Ratings | 2017-2022

Board Stewardship

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

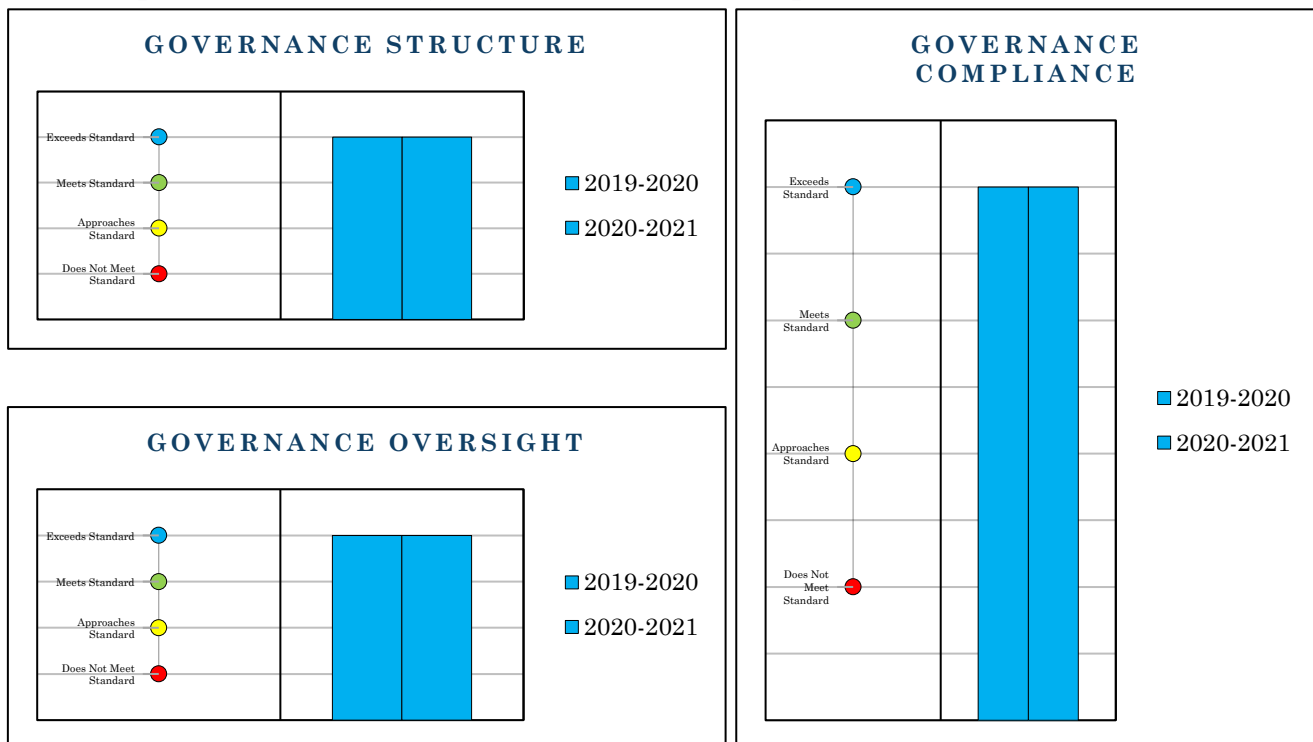
Ratings on the historical and revised framework are not comparable in the operational section. The two sets of data have been included. The school's operational ratings on the historical framework are provided for reference.

Operational Ratings | Historical Framework

School Year	Rating
2018-2019	HONOR

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Board Stewardship | Revised Framework



Longitudinal Operational Ratings | 2018-2023

Management

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

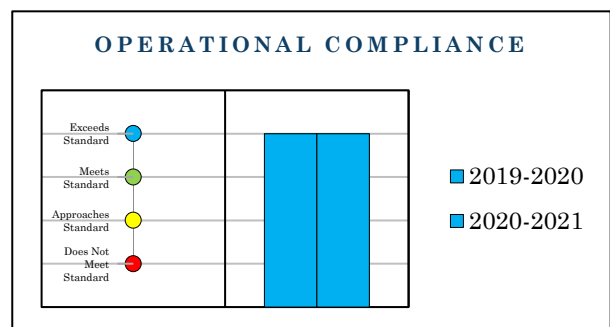
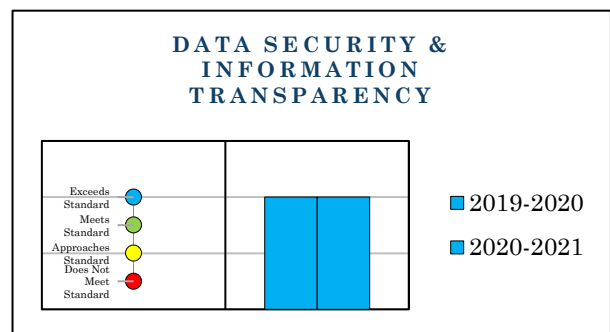
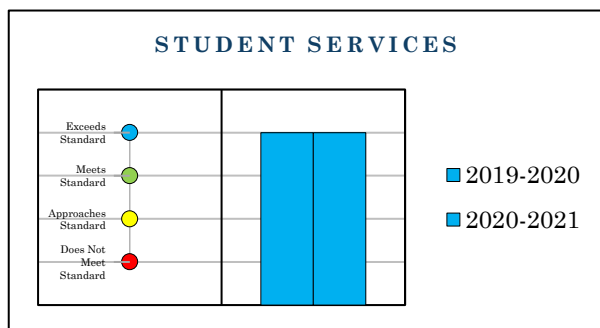
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Operational Ratings | Historical Framework

School Year	Rating
2018-2019	HONOR

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Management | Revised Framework



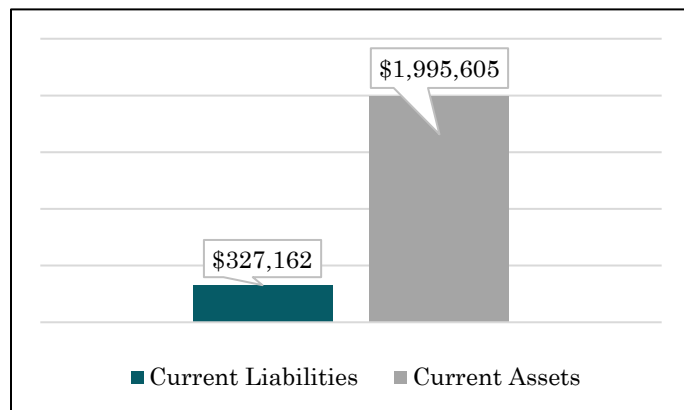
Financial Outcomes

NEAR TERM MEASURES

These measures evaluate whether a school is likely to meet its financial obligations in the next year.
 *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

Current Ratio

The school has a current ratio of more than 1.5.	Current Ratio 6.10	Ratings Not Applicable for 2020-2021
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Why This Matters:

Current Ratio is a comparison of a school's financial obligations due within one year (current liabilities) to the cash and investments held by the school (current assets).

A school with more assets than liabilities (a Current Ratio greater than 1.0) would be able to meet its financial obligations for the

next year without relying on future revenue.

A school with more liabilities than assets (a Current Ratio of less than 1.0) is dependent on revenue it has not yet received to meet existing financial obligations.

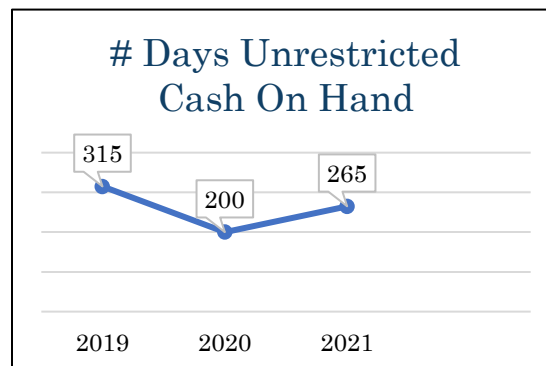
Unrestricted Days Cash

The school has more than 60 days cash on hand	265 Days	Ratings Not Applicable for 2020-2021
---	----------	--------------------------------------

Why this 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 current assets. Occasionally, a planned purchase may decrease this number temporarily. In those cases, 30-60 days cash on hand with an upward trend is acceptable. A school with less than 15 days cash on hand is in financial distress and is at risk of automatic closure.



Default

The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year.	Ratings Not Applicable for 2020-2021
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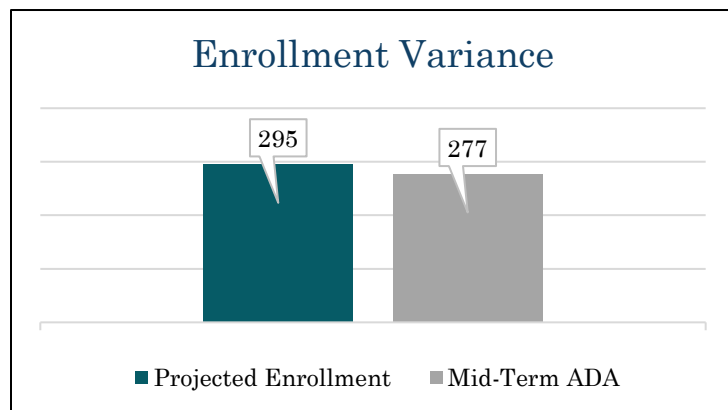
Why this Matters:

This measure identifies whether a school has defaulted on any of its financial obligations. Default can mean many things. Examples of default include: paying bills late, failing to make payroll, or inaccurately filing reports required for funding. Default can also include a failure to meet any additional requirements of long-term debt as established by the lender (such as meeting a specific enrollment target or maintaining a greater amount of cash on hand than the PCSC requires).

Any act of default can result in disruption of services, loans being called due, or funding that is inaccurate or withheld.

Enrollment Variance

The school achieved and sustained between 90% and 94.9% of its projected enrollment during the most recently completed school year.	Enrollment Variance 93.90%	Ratings Not Applicable for 2020-2021
---	-------------------------------	--------------------------------------



Why this Matters:

The Enrollment Variance measure considers what percentage of a school's projected enrollment was achieved. As the majority of a public school's funding is generated by student enrollment, this measure reflects a school's ability to execute its budget to plan.

A school that achieves at least 95% of its projected enrollment will likely experience few bumps and may make minor adjustments. A school that achieves less than 95% of projected enrollment is likely to face budget challenges requiring more significant budget amendments and may be in financial distress.

Financial Outcomes

SUSTAINABILITY MEASURES

These measures help determine whether a school is likely to remain financially stable into the future.

Total Margin

The school's aggregated 3-year total margin is positive, and the most recent year's total margin is positive.	CY Total Margin 12.07% 3-Year Aggregated 28.64%	Ratings Not Applicable for 2020-2021
---	--	--------------------------------------

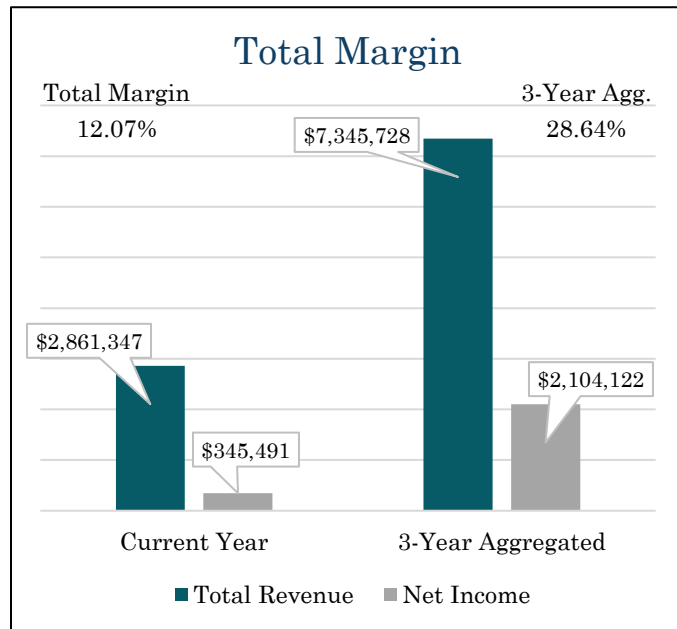
Why this Matters:

The Total Margin compares a school's total revenue to its net income. Specifically, this measure identifies what percentage of a school's total revenue in a given year was not expended during that year. 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 to identify these long-term trends.

Note: for the purposes of this calculation, pension liability is excluded from the school's net income.



Cash Flow

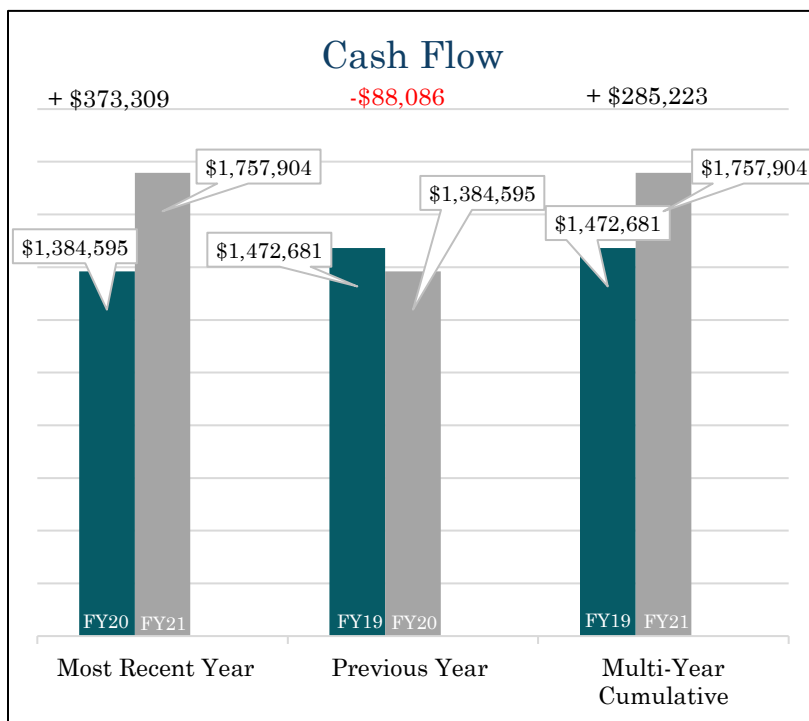
The school's multi-year cumulative cash flow is positive and the most recent year's cash flow is positive.	Most Recent Year \$373,309 Previous Year -\$88,086 Multi-Year \$285,223	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Cash Flow measure considers the change in a school's cash balance over time. A school with a positive cash flow is increasing its reserves and is likely able to fund future projects and purchases.

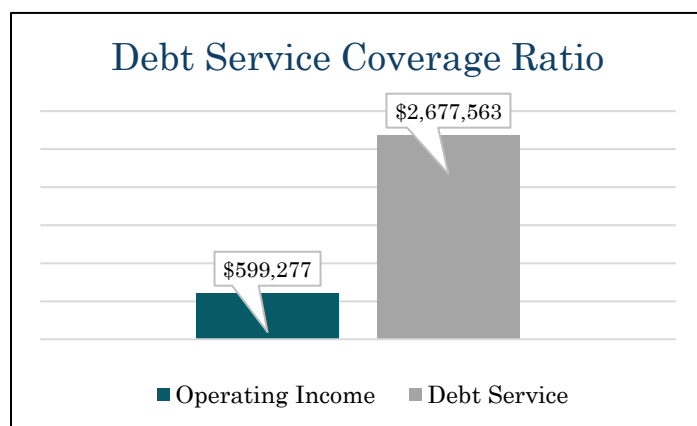
A school with a negative cash flow is using its existing reserves to fund general operations and is not likely to have the financial flexibility to fund future plans.

A multi-year cumulative cash flow helps to identify long-term trends.



Debt Service Coverage Ratio

The school's debt service coverage ratio is less than .9. (DNM)	Debt Service Coverage Ratio .22	Ratings Not Applicable for 2020-2021
---	---------------------------------	--------------------------------------



Why this Matters:

This measure evaluates a school's ability to make payments on debt due in a given year using only that year's income. This helps determine whether a school has more debt than it can manage.

A school with more Operating Income than Debt Service (a Debt Service Coverage Ratio greater than 1) can meet the financial obligations of their debt. A

school with more Debt Service than Operating Income (a ratio of less than 1) is reliant on either reserves or revenues anticipated in future years to meet its debt obligations.

Debt to Asset Ratio

The school has maintained a debt to asset ratio less than .9 for at least 3 consecutive years.	Debt/Asset Ratio .58	Ratings Not Applicable for 2020-2021
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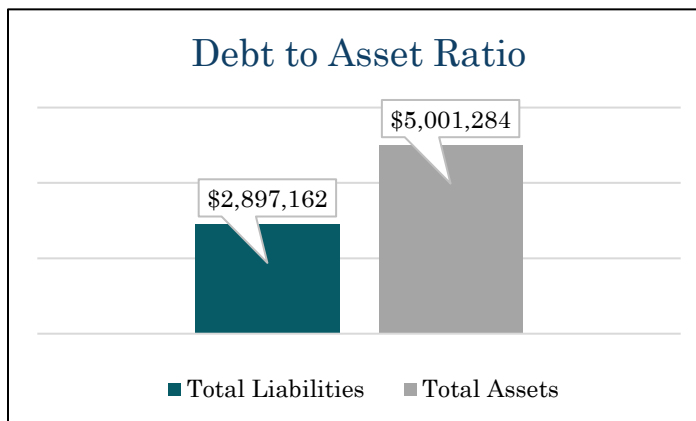
Why This Matters:

The Debt to Asset Ratio compares a school's total liabilities to its total assets. This helps determine whether a school would be able to meet both its short and long-term financial obligations.

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.

Note: for the purposes of this measure, pension liability is excluded from the school's total liabilities.



Financial Compliance

STANDARD RATING: NOT RATED FOR 2020-2021	
Financial Operations	Data and/or Evidence Source
The school's finances are managed in compliance with GAAP.	Financial Audit 9/30/2021
Expenditures and contracts are posted online appropriately.	School's Expenditure Page 7/30/2021
The school maintains compliant internal controls.	*No instances of non-compliance documented.
The school is not operating under a Notification of Fiscal Concern.	*No instances of non-compliance documented.
The school is not operating under a Notification of Possible or Imminent Closure.	*No instances of non-compliance documented.
Comments/Context	

Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

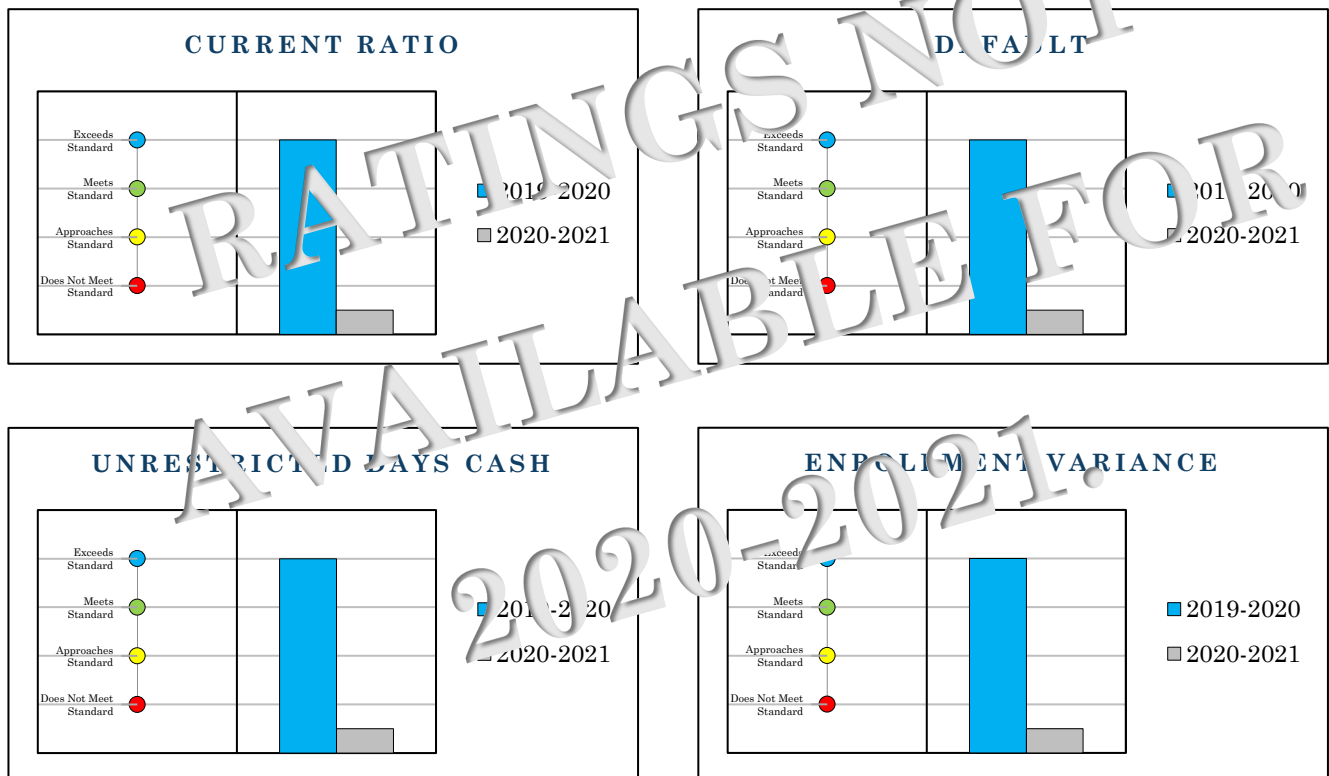
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Near Term Health Ratings | Historical Framework

School Year	Near Term Health Rating
2018-2019	HONOR

Financial Near Term Health Ratings | Revised Framework



Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

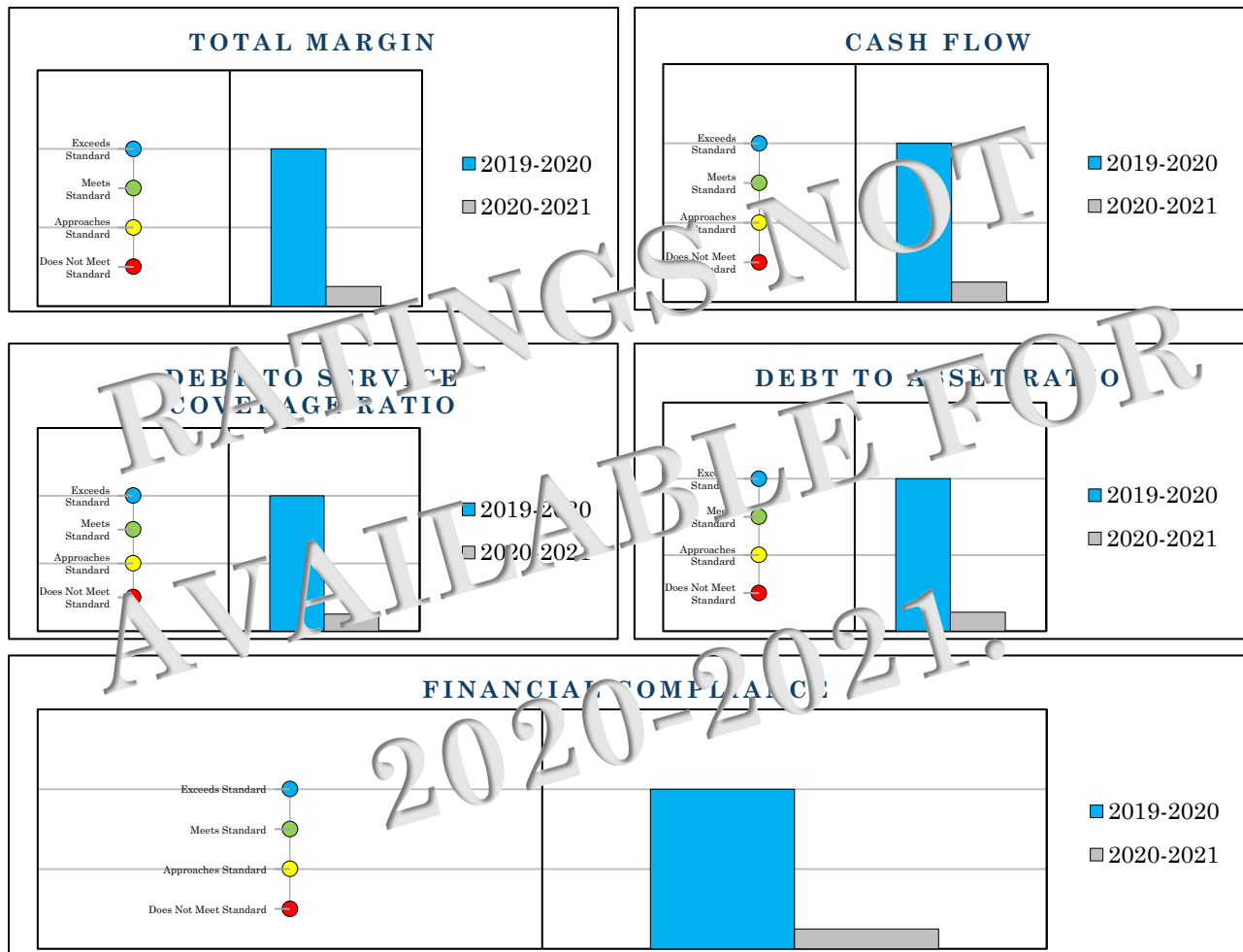
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Sustainability Ratings | Historical Framework

School Year	Sustainability Rating
2018-2019	HONOR

Financial Sustainability Ratings | Revised Framework



*The 2020-2021 Annual Report has been finalized by the
Idaho Public Charter School Commission staff.*

If you have any questions or comments, please contact
the IPCSC.



IDAHO PUBLIC CHARTER SCHOOL COMMISSION

304 N. 8th St. Ste.242

Boise, ID 83720

208-332-1561

pcsc@osbe.idaho.gov



Annual Performance Report 2021

North Valley Academy

Mission Statement: At North Valley Academy, our mission is to create patriotic and educated leaders. We believe in James Madison’s statement that, “The advancement and diffusion of knowledge is the only guardian of true liberty.”

Chair/President	Marybelle Anderson
Treasurer	Liz Covey
Clerk	Adrianna Cervantes
Administrator	Jeff Klamm
School Location	906 Main Street Gooding
School Phone	208-529-6570

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Introduction

Charter schools in Idaho operate on 5-year terms as defined in a Performance Certificate executed between the school's board and its authorizer. In addition, Idaho law requires that every certificate includes a framework describing the expectations the school must meet in order to earn a next operational term. It also requires that charter school authorizer's complete performance reports for the schools they oversee each year. The annual performance report serves the following purposes:

1. To provide transparent information about charter school quality to the public;
2. To ensure charter school boards have access to clear expectations and;
3. To inform mid-term authorizing decisions.

This report reflects how the school's outcomes during the most recently completed school year measure up against the expectations established in the framework. At the end of each 5-year term, the authorizer reviews the school's annual reports and financial data to inform its decision to renew, conditionally renew, or non-renew, the school for a subsequent term.

Each measure included in the IPCSC's framework has a meets standard benchmark. A school that meets standard on all measures at the end of its current operational term is guaranteed an unconditional renewal. A school that does not meet standard on at least one measure at the end of its current operational term may be conditionally renewed or non-renewed. Because the outcomes on this report inform high-stakes decisions, schools are encouraged to use this information to support their strategic planning efforts each year.

COVID-19 NOTE: Please note that due to the COVID-19 pandemic, the IPCSC has suspended ratings (exceeds, meets, etc.) on academic and financial measures for the FY21 report. All outcomes are included in this report; however, outcomes are not rated.

North Valley Academy Performance Certificate: [NVA Performance Certificate](#)

Performance Framework: [IPCSC Performance Framework](#)

Current Term: 2018-2023

School Overview

Model:	Core-Knowledge
Enrollment Capacity:	442
Grades Served:	K-12
Enrollment Projected FY22:	200

Key Design Elements:

Focus on patriotic American values:

- through daily teaching of the American Heritage Curriculum;
 - fostering a service centered and civic-minded culture;
 - emphasizing American exceptionalism as founded upon our Constitution and Bill of Rights;
- and
- helping students to understand how to access the American Dream by requiring age appropriate money management, entrepreneurship, and free market capitalism education.

Build a culture of respect:

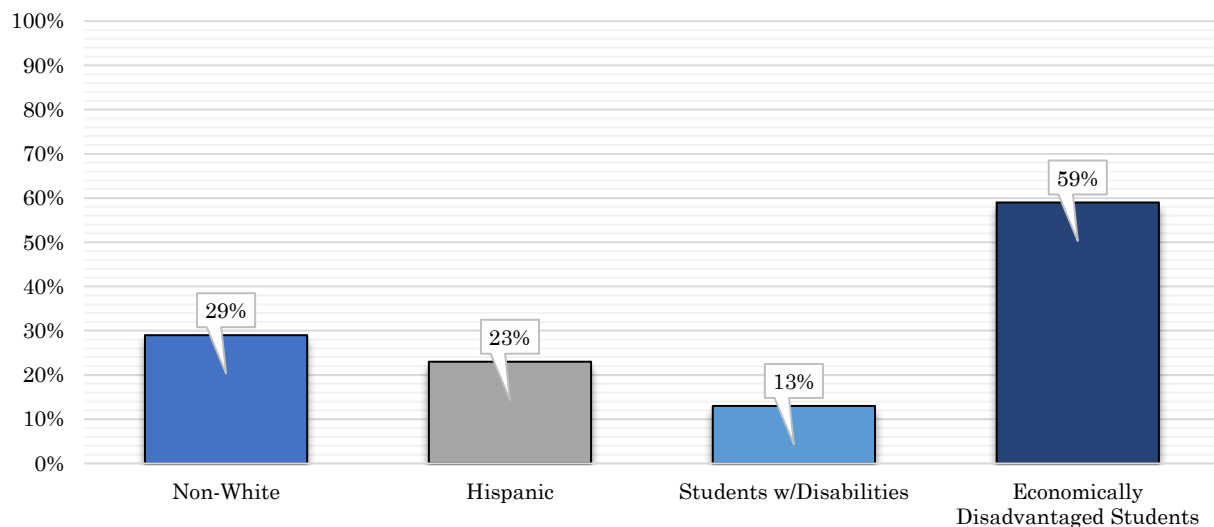
- by providing a controlled disciplinary environment;
- requiring students and staff to adhere to a dress code;
- exhibiting and expecting exemplary behavior from students and staff; and
- implementing the character education program in the American Heritage Curriculum.

Provide a rigorous academic education:

- by requiring the Core Knowledge Curriculum K-8; and
- requiring that graduation with honors from NVA will require coursework in history, social studies and economics above and beyond the state's graduation requirements.

Support teacher growth and excellence

2021 NORTH VALLEY ACADEMY DEMOGRAPHIC SUMMARY:



2020-2021 Annual Snapshot

Schools are encouraged to use this information for strategic planning and to ensure that any identified weaknesses are addressed in advance of renewal consideration.

RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
------------------	---------------------------	------------------------	-------------------	---------------------	------------------------------

ACADEMIC OUTCOMES:	
Math Proficiency	36%
Math Growth	<i>Data Not Available for 2020-2021</i>
ELA Proficiency	50%
ELA Growth	<i>Data Not Available for 2020-2021</i>
Literacy Proficiency	FALL IRI: 29% SPRING IRI: 44%
College & Career Readiness	

FINANCIAL OUTCOMES: NEAR TERM MEASURES	
Current Ratio	2.23
Unrestricted Days Cash	162
Default	None
Enrollment Variance	85.59%

OPERATIONAL OUTCOMES: BOARD STEWARDSHIP	
Governance Structure	EXCEEDS STANDARD
Governance Oversight	EXCEEDS STANDARD
Governance Compliance	EXCEEDS STANDARD

FINANCIAL OUTCOMES: SUSTAINABILITY MEASURES	
Total Margin	TM: 7.75%
3 Yr. Aggregate Margin	3YR: 7.38%
Cash Flow	CF: \$186,963
Multi-Year Cash Flow	MY: \$205,663
Debt Service Coverage Ratio	2.14
Debt Asset Ratio	.30
Financial Compliance	Not Rated for 2020-2021

OPERATIONAL OUTCOMES: MANAGEMENT	
Student Services	EXCEEDS STANDARD
Data Security/Transparency	EXCEEDS STANDARD
Facility & Services	EXCEEDS STANDARD
Operational Compliance	EXCEEDS STANDARD

Note: Due to the impact of the pandemic, Academic outcomes were not available for the 2019-2020 school year. Academic outcomes are available but will not be rated for the 2020-2021 school year.

Academic Outcomes

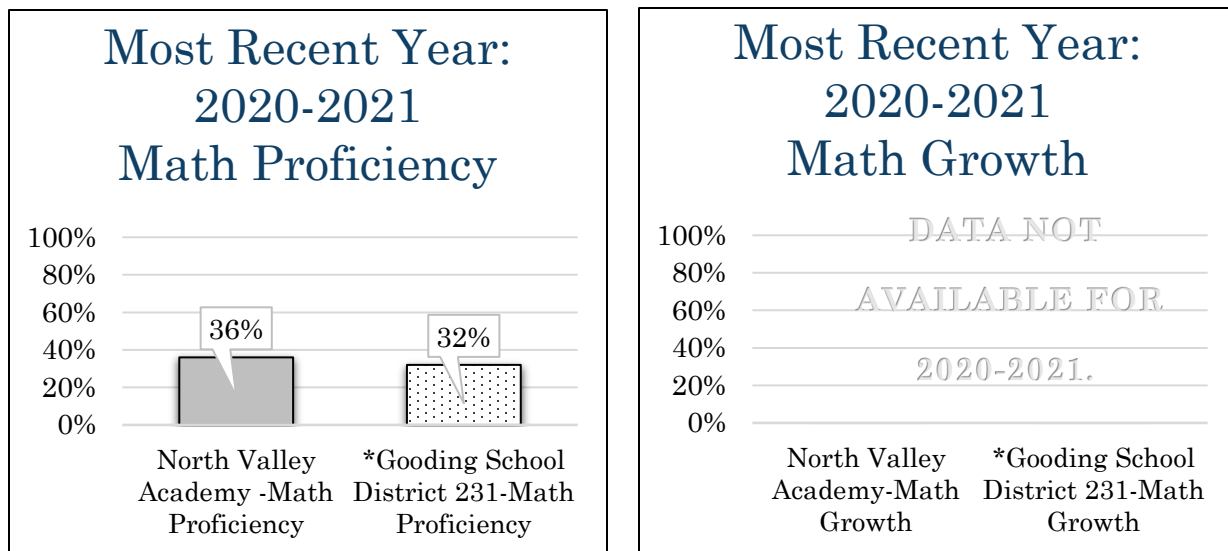
MATH PROFICIENCY & MATH GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide mathematics assessment (ISAT) meets the IPCSC standard on both the math proficiency and math growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving mathematics achievement outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Gooding School District (231)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
MATH PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
MATH GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

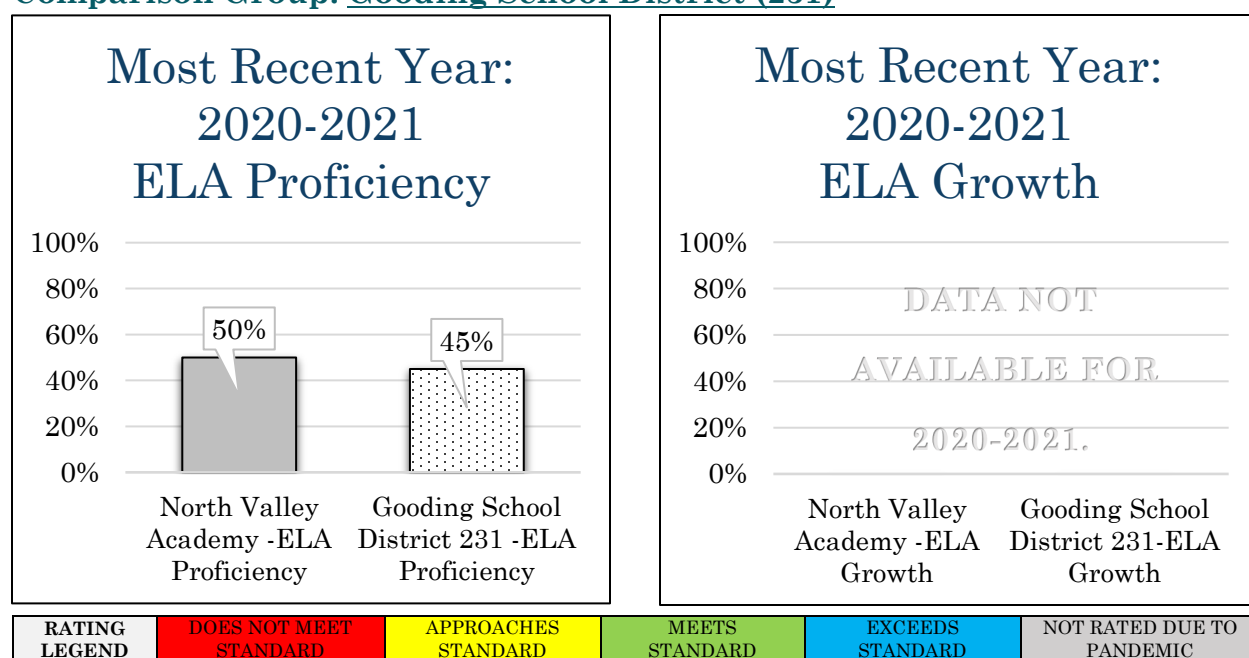
ELA PROFICIENCY & ELA GROWTH

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the statewide ELA assessment (ISAT) meets the IPCSC standard on both the ELA proficiency and ELA growth measures.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Gooding School District (231)



*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
ELA PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

MEASURE	GROWTH RATING	APPLICABLE RUBRIC DESCRIPTION
ELA GROWTH	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

Academic Outcomes

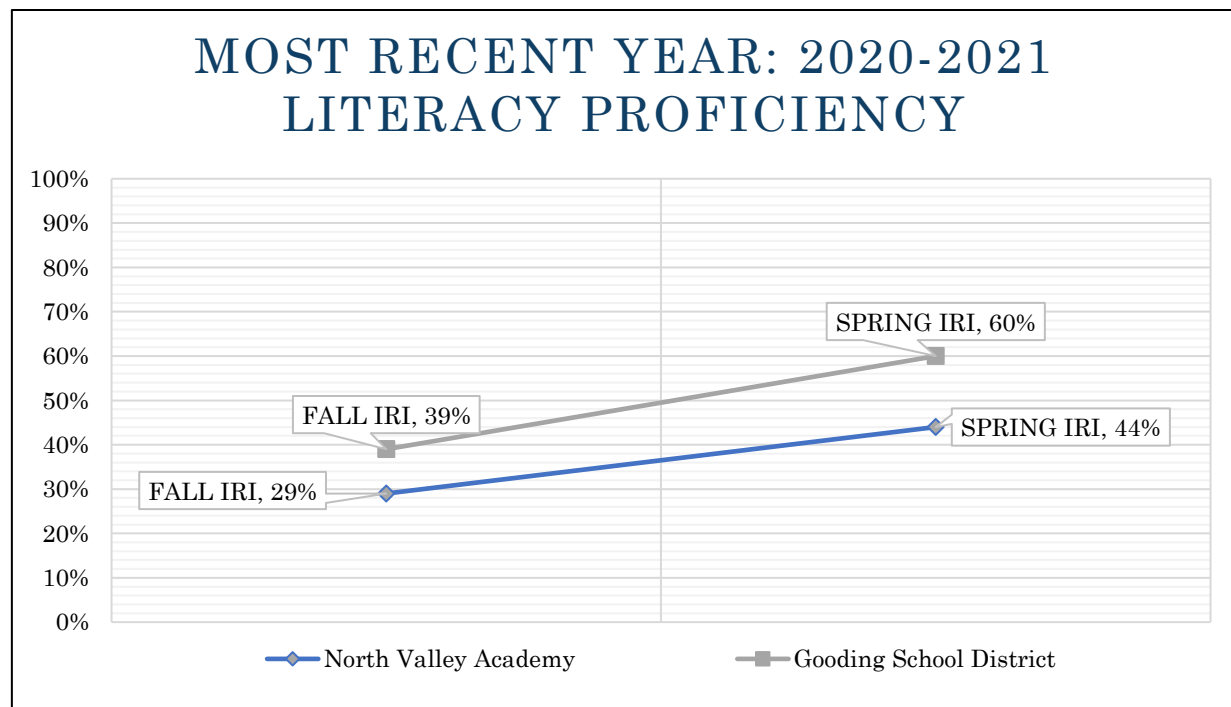
LITERACY PROFICIENCY

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school that performs as well or better than the average of its comparison group on the spring statewide literacy assessment (IRI) meets the IPCSC standard. Alternatively, a school that did not perform as well or better than its comparison group on the spring assessment, but that did improve its outcome by at least 10% from fall to spring, also meets standard.

If this standard is not yet met, the school should focus its strategic planning on improving these outcomes to ensure the school will earn a next operational term. If the standard is met, strategic planning may focus on whatever data points will best establish and sustain an exemplary school of the specific model for which the school is chartered.

Comparison Group: Gooding School District (231)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	PROFICIENCY RATING	APPLICABLE RUBRIC DESCRIPTION
LITERACY PROFICIENCY	Rating Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year

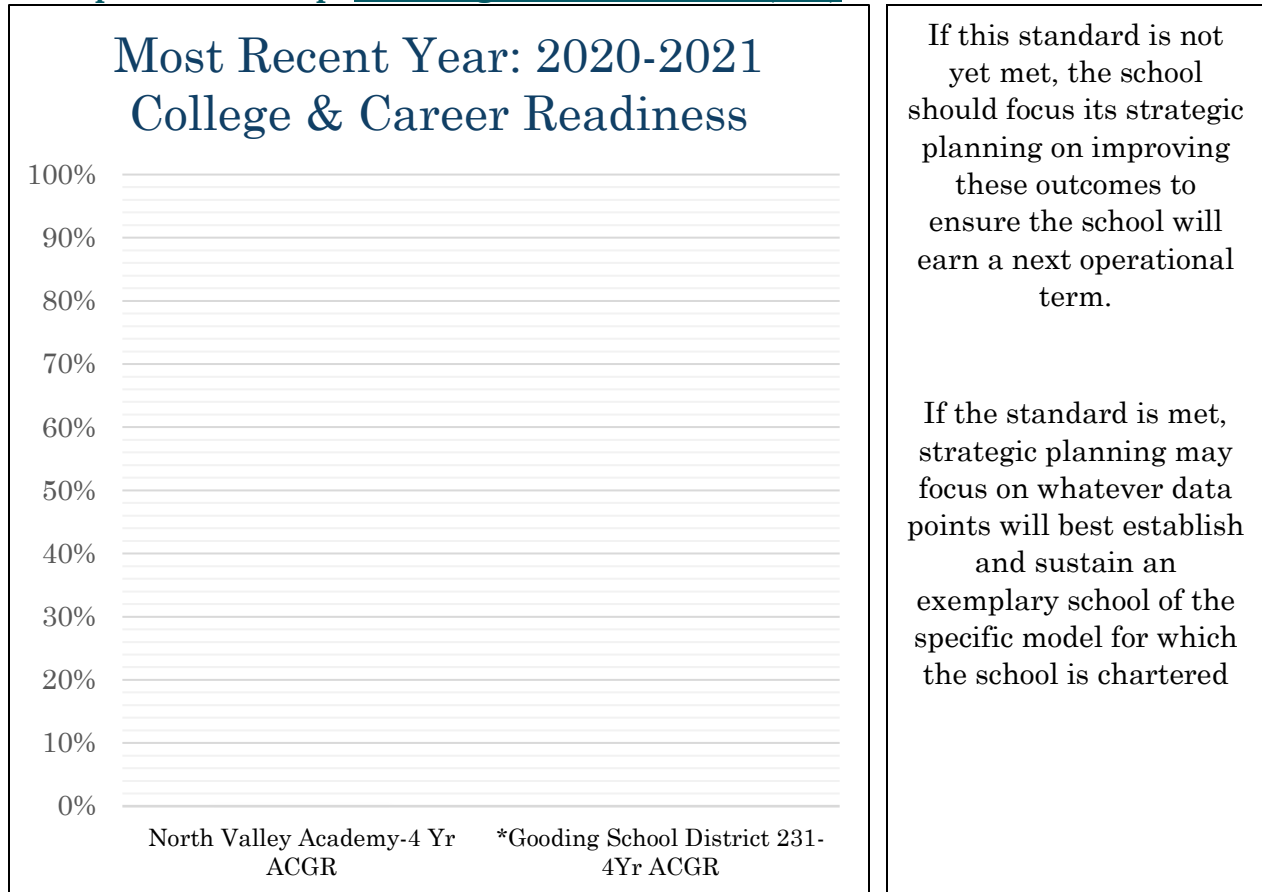
Academic Outcomes

COLLEGE & CAREER READINESS

Why This Matters:

The IPCSC must determine whether the academic performance at the school represents a favorable return on the investment of public dollars. For context, the IPCSC considers the school's performance in relation to other educational choices available to families. A school with a 4-year graduation rate equal to or greater than the average of its comparison group meets the IPCSC standard.

Comparison Group: Gooding School District (231)



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
------------------	---------------------------	------------------------	-------------------	---------------------	------------------------------

*Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

MEASURE	COLLEGE & CAREER RATING	APPLICABLE RUBRIC DESCRIPTION
College & Career Readiness	Ratings Not Applicable for 2020-2021	Not Applicable for 2020-2021 School Year.

Longitudinal Academic Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive strategic planning as the school approach its next renewal decision.

Academic Ratings | Historical Framework

SCHOOL YEAR	ACADEMIC GEN ED OUTCOME
2018-2019	GOOD STANDING
2019-2020	NOT RATED DUE TO PANDEMIC

Academic Ratings | Revised Framework

Due to COVID-19 pandemic, no academic data was available for the 2019-2020 school year. Additionally, as ratings are used to inform charter renewal decisions, the IPCSC chose to suspend ratings for the 2020-21 school year due to the anticipated impact of the pandemic.



RATING LEGEND	DOES NOT MEET STANDARD	APPROACHES STANDARD	MEETS STANDARD	EXCEEDS STANDARD	NOT RATED DUE TO PANDEMIC
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Operational Outcomes

BOARD STEWARDSHIP

Why This Matters:

At the highest level, the success of a charter school is driven by the ability of its governing board to govern effectively. The measures in this section help identify the strengths and challenges faced by the school's board. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year. *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

STANDARD RATING: EXCEEDS STANDARD	
Governance Structure Measure	Data/Evidence Source
The board bylaws are compliant with ID law.	Bylaws . *Please provide an updated copy if any amendments have been made as of 7/1/21.
The school's articles of incorporation are current.	Articles of Incorporation initially filed on 7/7/2006. Most recently updated on 5/19/2011.
The board does operate in compliance with its bylaws.	*No instances of non-compliance documented.
Investigations were not conducted into ethical behavior or conflict of interest regarding any board director this year.	*No instances of non-compliance documented.
The board did not experience Open Meeting Law violations that needed to be cured this year.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Governance Oversight Measure	Data/Evidence Source
The IPCSC did not evaluate the boards review of academic data in a timely and thorough manner due to pandemic for 2020-2021.	*No instances of non-compliance documented.
The board did review financial reports in a timely and thorough manner.	*No instances of non-compliance documented.
The board did maintain compliant policies.	*No instances of non-compliance documented.
The board did engage in strategic planning.	*No instances of non-compliance documented.
The board did conduct a compliant evaluation of their school leader or management organization.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Governance Compliance Measure	Data/Evidence Source
The IPCSC did not issue courtesy letters to the school noting compliance concerns this year.	*No instances of non-compliance documented.
Another investigative body was not notified of concerns at this school this year.	*No instances of non-compliance documented.
Comments/ Context:	

Operational Outcomes

MANAGEMENT

Why This Matters:

The systems and structures that support school operations are an important part of the school's overall success. The measures in this section help identify the strengths and challenges that impact the school's day-to-day operations. As success on these measures was not unduly influenced by the pandemic, ratings are applied for the 2020-2021 school year.

STANDARD RATING: EXCEEDS STANDARD	
Student Services	Data/Evidence Source
The school's English Language Learners program is in good standing.	*No instances of non-compliance documented.
The school's Special Education program is in good standing.	*No instances of non-compliance documented.
The school's college and career readiness program is in good standing.	Continuous Improvement Plan 2020-2021
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Data Security and Information Transparency	Data/Evidence Source
The school's website is compliant and updated appropriately.	*No instances of non-compliance documented.
The school did not experience issues involving data security this year.	*No instances of non-compliance documented.
The school did not experience compliance issues with public records requests.	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Facility and Services	Data/Evidence Source
The school's occupancy certificate is current.	*No instances of non-compliance documented.
Safety inspections and evacuation drills are compliant.	*Most Recent: 10/13/2020 No instances of non-compliance documented.
<i>The IPCSC did not evaluate school transportation for students due to measure being waived for 2020-2021.</i>	*No instances of non-compliance documented.
<i>The IPCSC did not evaluate school nutrition for students due to measure being waived for 2020-2021</i>	*No instances of non-compliance documented.
Comments/ Context:	

STANDARD RATING: EXCEEDS STANDARD	
Operational Compliance	Data/Evidence Source
Required reports were submitted accurately and on time.	*No instances of non-compliance documented.
The enrollment process is compliant.	*No instances of non-compliance documented.
The teachers are properly credentialed.	*No instances of non-compliance documented.
Corrective action plans were not issued by the SDE this year.	*No instances of non-compliance documented.
Comments/ Context:	

Longitudinal Operational Ratings | 2018-2023

Board Stewardship

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

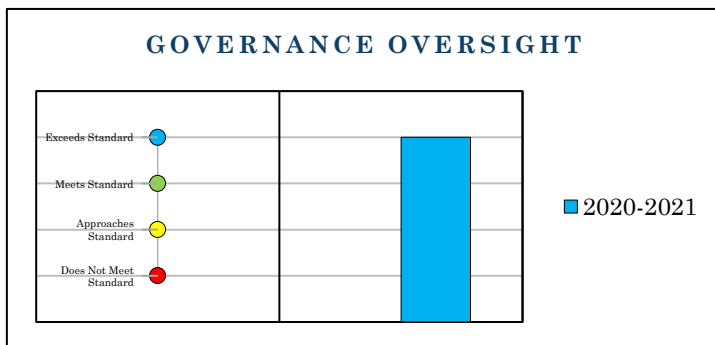
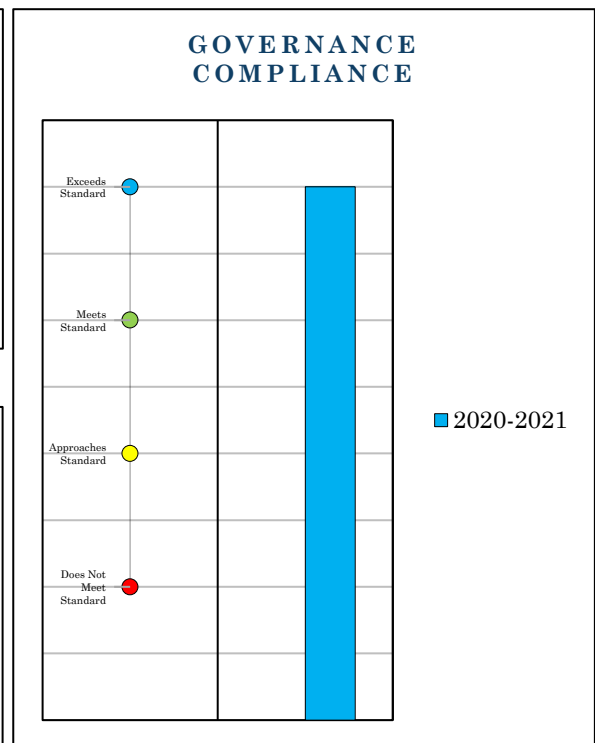
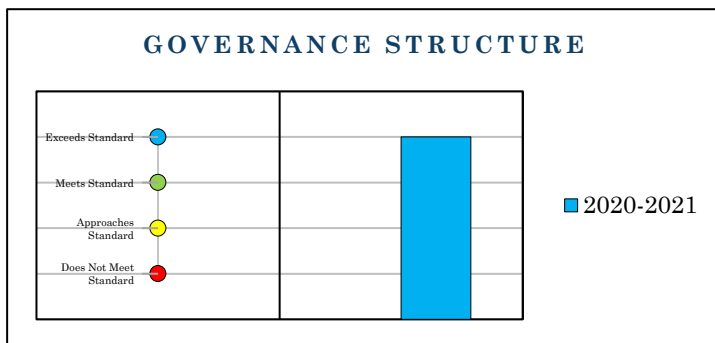
Ratings on the historical and revised framework are not comparable in the operational section. The two sets of data have been included. The school's operational ratings on the historical framework are provided for reference.

Operational Ratings | Historical Framework

School Year	Rating
2018-2019	HONOR
2019-2020	HONOR

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Board Stewardship | Revised Framework



Longitudinal Operational Ratings | 2018-2023

Management

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

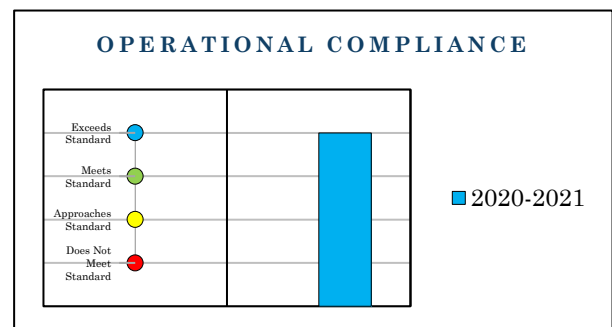
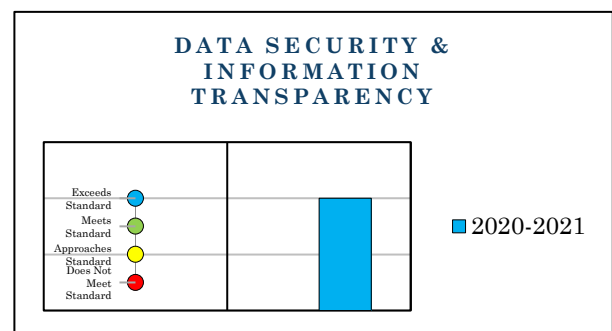
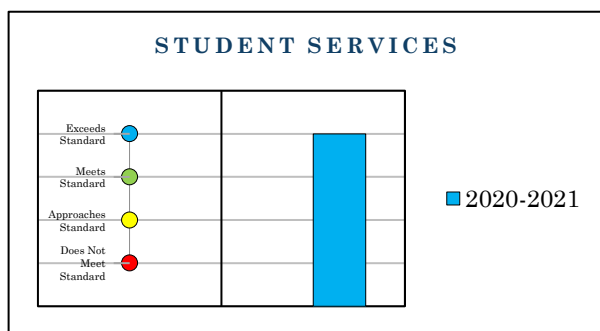
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Operational Ratings | Historical Framework

School Year	Rating
2018-2019	HONOR
2019-2020	HONOR

Note: In 2020, the IPCSC reorganized these measures for clarity. Operational outcomes are now divided into two sections (board stewardship and management) based on the primary party responsible for the school's success on each measure.

Operational Ratings: Management | Revised Framework



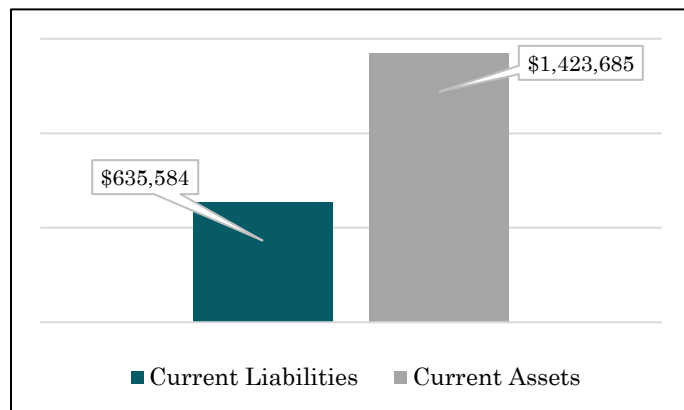
Financial Outcomes

NEAR TERM MEASURES

These measures evaluate whether a school is likely to meet its financial obligations in the next year.
 *Please see the [Performance Framework Rubrics](#) for details regarding how each measure is rated.

Current Ratio

The school has a current ratio of more than 1.5.	Current Ratio 2.24	Ratings Not Applicable for 2020-2021
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Why This Matters:

Current Ratio is a comparison of a school's financial obligations due within one year (current liabilities) to the cash and investments held by the school (current assets).

A school with more assets than liabilities (a Current Ratio greater than 1.0) would be able to meet its financial obligations for the

next year without relying on future revenue.

A school with more liabilities than assets (a Current Ratio of less than 1.0) is dependent on revenue it has not yet received to meet existing financial obligations.

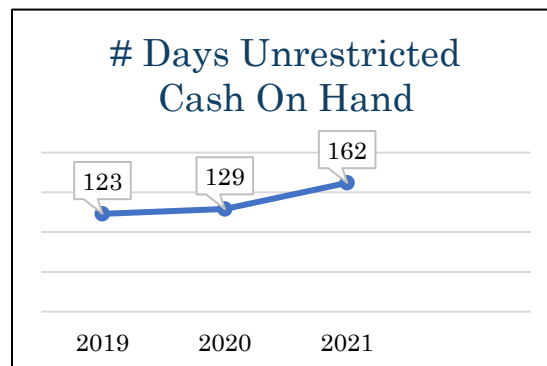
Unrestricted Days Cash

The school has more than 60 days cash on hand	162 Days	Ratings Not Applicable for 2020-2021
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Why this 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 current assets. Occasionally, a planned purchase may decrease this number temporarily. In those cases, 30-60 days cash on hand with an upward trend is acceptable. A school with less than 15 days cash on hand is in financial distress and is at risk of automatic closure.



Default

The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year.	Ratings Not Applicable for 2020-2021
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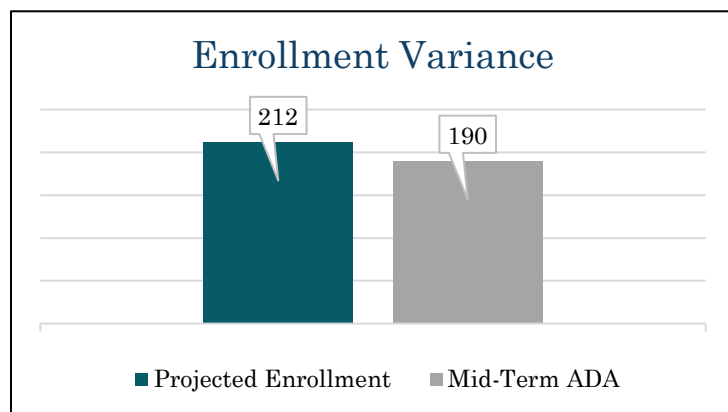
Why this Matters:

This measure identifies whether a school has defaulted on any of its financial obligations. Default can mean many things. Examples of default include: paying bills late, failing to make payroll, or inaccurately filing reports required for funding. Default can also include a failure to meet any additional requirements of long-term debt as established by the lender (such as meeting a specific enrollment target or maintaining a greater amount of cash on hand than the PCSC requires).

Any act of default can result in disruption of services, loans being called due, or funding that is inaccurate or withheld.

Enrollment Variance

The school achieved and sustained less than 90% of its projected enrollment and did not provide a mid-year amended budget evidencing a break-even financial plan.	Enrollment Variance 85.59%	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Enrollment Variance measure considers what percentage of a school's projected enrollment was achieved. As the majority of a public school's funding is generated by student enrollment, this measure reflects a school's ability to execute its budget to plan.

A school that achieves at least 95% of its projected enrollment will likely experience few bumps and may make minor adjustments. A school that achieves less than 95% of projected enrollment is likely to face budget challenges requiring more significant budget amendments and may be in financial distress.

Financial Outcomes

SUSTAINABILITY MEASURES

These measures help determine whether a school is likely to remain financially stable into the future.

Total Margin

The school has maintained a positive total margin for at least 3 consecutive years.	CY Total Margin 7.75% 3-Year Aggregated 7.38%	Ratings Not Applicable for 2020-2021
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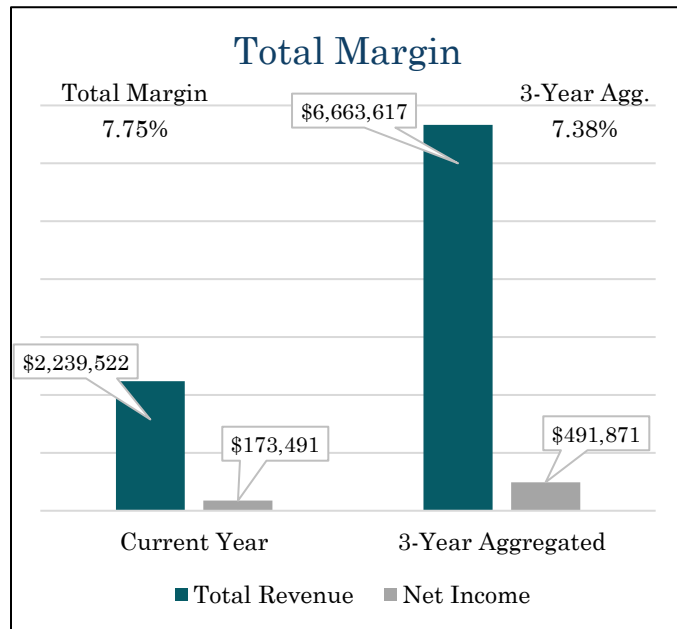
Why this Matters:

The Total Margin compares a school's total revenue to its net income. Specifically, this measure identifies what percentage of a school's total revenue in a given year was not expended during that year. 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 to identify these long-term trends.

Note: for the purposes of this calculation, pension liability is excluded from the school's net income.



Cash Flow

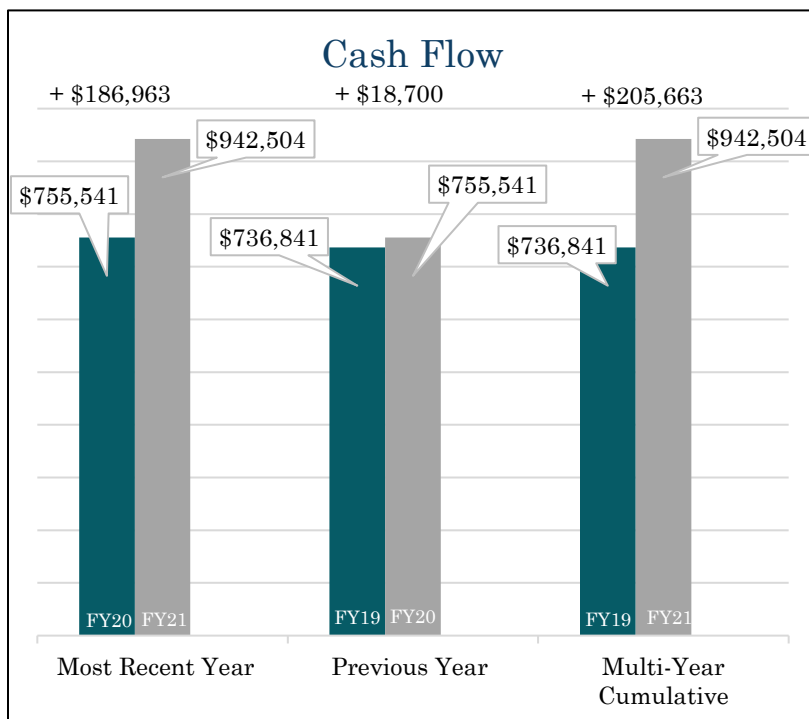
The school's multi-year cumulative cash flow has been positive and the most recent year's cash flow has been positive for at least 3 consecutive years.	Most Recent Year \$186,963 Previous Year \$18,700 Multi-Year \$205,663	Ratings Not Applicable for 2020-2021
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Why this Matters:

The Cash Flow measure considers the change in a school's cash balance over time. A school with a positive cash flow is increasing its reserves and is likely able to fund future projects and purchases.

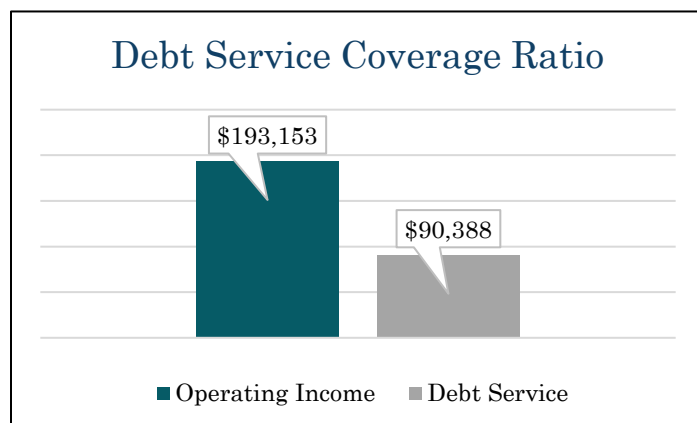
A school with a negative cash flow is using its existing reserves to fund general operations and is not likely to have the financial flexibility to fund future plans.

A multi-year cumulative cash flow helps to identify long-term trends.



Debt Service Coverage Ratio

The school's debt service coverage ratio is 1.5 or greater.	Debt Service Coverage Ratio 2.14	Ratings Not Applicable for 2020-2021
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Why this Matters:

This measure evaluates a school's ability to make payments on debt due in a given year using only that year's income. This helps determine whether a school has more debt than it can manage.

A school with more Operating Income than Debt Service (a Debt Service Coverage Ratio greater than 1) can meet the financial obligations of their debt. A

school with more Debt Service than Operating Income (a ratio of less than 1) is reliant on either reserves or revenues anticipated in future years to meet its debt obligations.

Debt to Asset Ratio

The school has maintained a debt to asset ratio less than .9 for at least 3 consecutive years.	Debt/Asset Ratio .30	Ratings Not Applicable for 2020-2021
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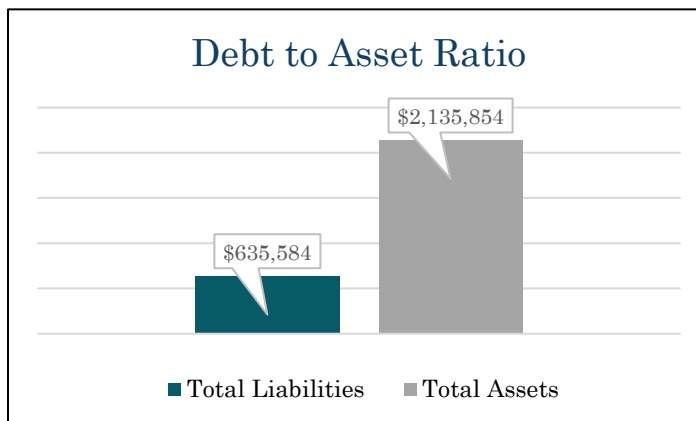
Why This Matters:

The Debt to Asset Ratio compares a school's total liabilities to its total assets. This helps determine whether a school would be able to meet both its short and long-term financial obligations.

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.

Note: for the purposes of this measure, pension liability is excluded from the school's total liabilities.



Financial Compliance

STANDARD RATING: NOT RATED FOR 2020-2021	
Financial Operations	Data and/or Evidence Source
The school's finances are managed in compliance with GAAP.	Financial Audit 10/19/2021
Expenditures and contracts are not posted online appropriately.	School's Expenditure Page 7/30/2021 *See Comment
The school maintains compliant internal controls.	*No instances of non-compliance documented.
The school is not operating under a Notification of Fiscal Concern.	*No instances of non-compliance documented.
The school is not operating under a Notification of Possible or Imminent Closure.	*No instances of non-compliance documented.}
Comments/Context IPCSC Staff were unable to verify/locate contracts that supported the school's expenditures posted on the school's website.	

Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

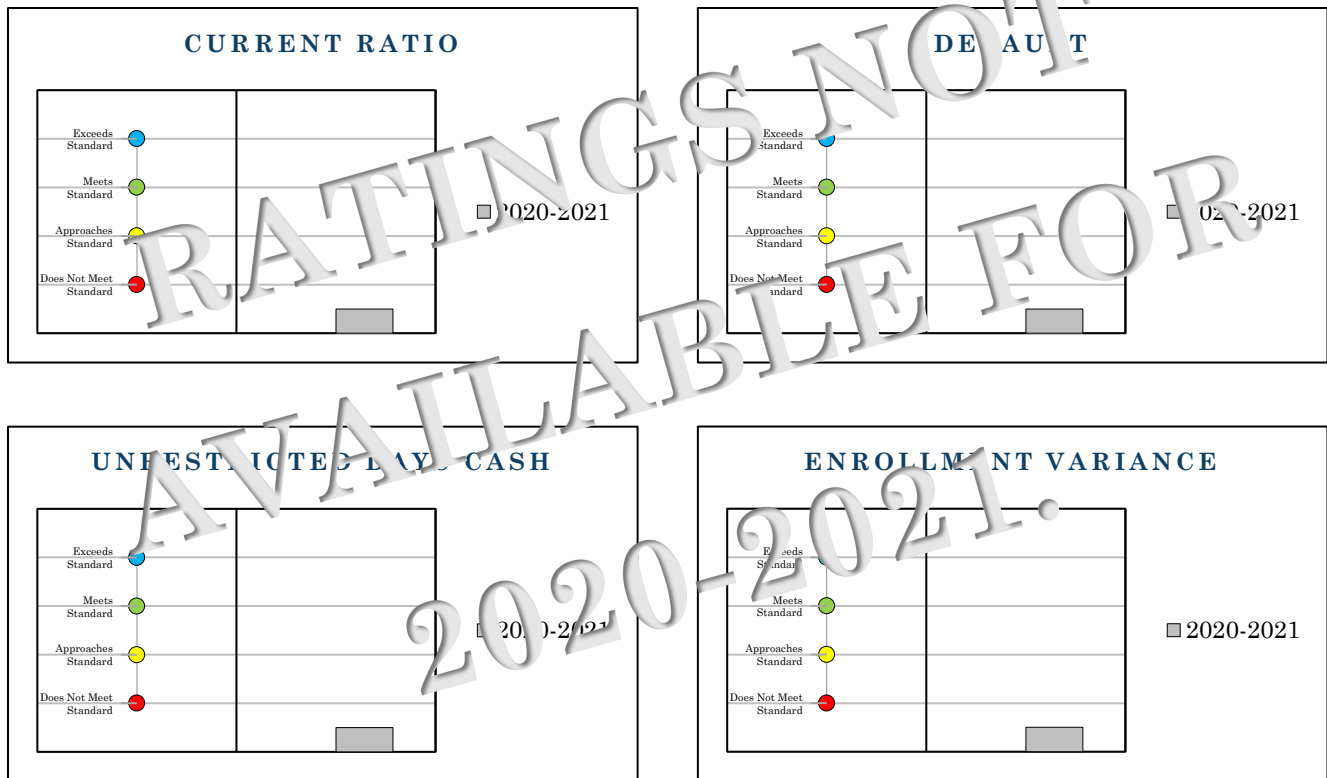
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Near Term Health Ratings | Historical Framework

School Year	Near Term Health Rating
2018-2019	HONOR
2019-2020	HONOR

Financial Near Term Health Ratings | Revised Framework



Longitudinal Financial Ratings | 2018-2023

Longitudinal data provides a snapshot of a school's ratings over the school's current performance certificate (5 years). This data helps to identify performance trends and changes over time. Schools are encouraged to consider how this data might be used to drive your strategic planning as your school approach its next renewal decision.

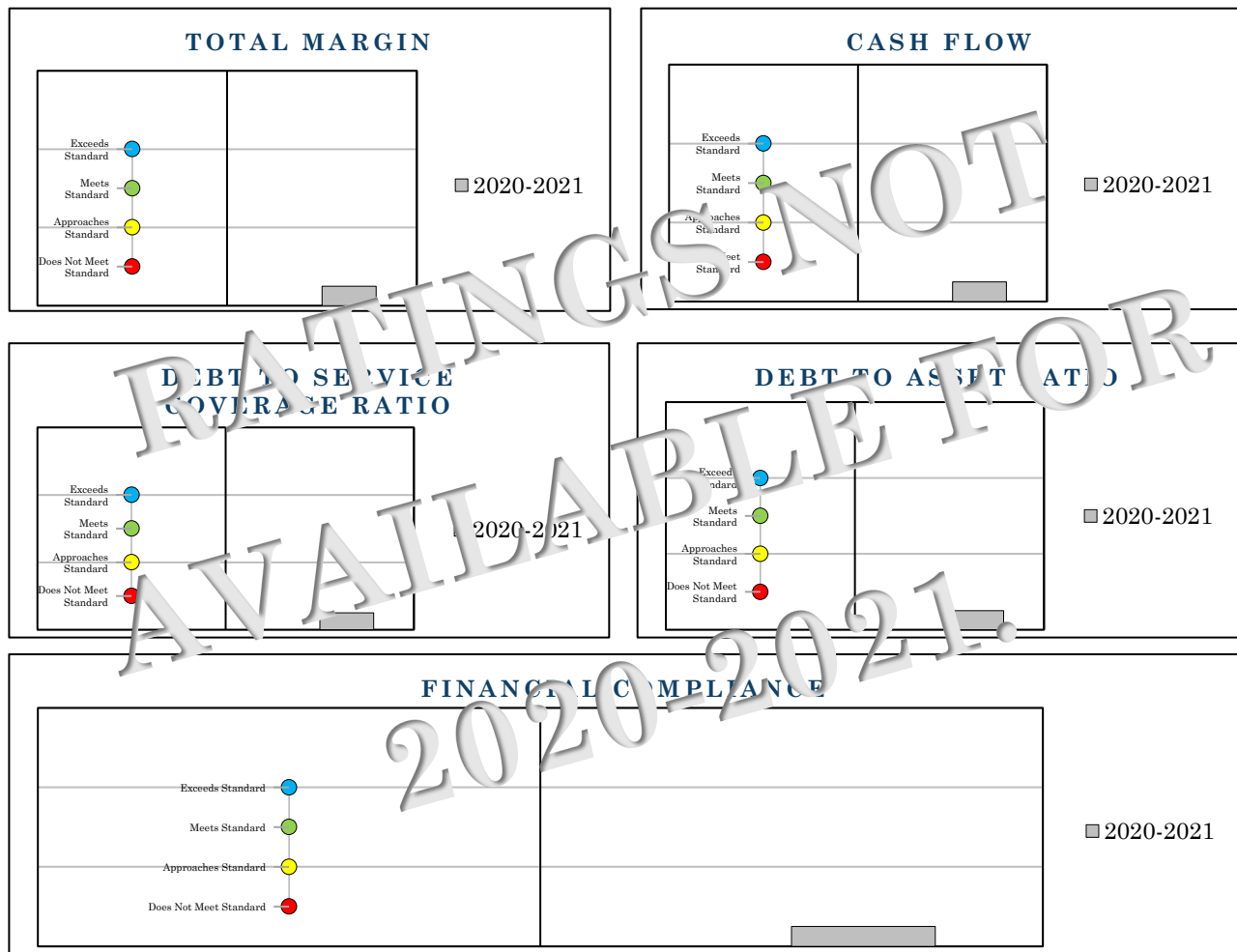
Notes: The 2020 framework revision removed the "cash ratio" measure and moved the existing enrollment variance measure to the financial section.

Due to the impact of the pandemic, financial outcomes are not rated for 2020-21. Additionally, the enrollment variance measure was calculated based on projected enrollment and actual enrollment (not ADA).

Financial Sustainability Ratings | Historical Framework

School Year	Sustainability Rating
2018-2019	HONOR
2019-2020	HONOR

Financial Sustainability Ratings | Revised Framework



Conditional Certificate Status Update

North Valley Academy's Performance Certificate was renewed in 2018 subject to the conditions listed below. The school's status with regard to each condition is also provided.

Condition 1: Condition Waived

By June 30, 2021, at least fifty-two percent (52%) of NVA's continuously enrolled students in grades K-8 will make adequate academic growth to achieve math proficiency on the ISAT within 3 years or by 10th grade, whichever comes first.

Status: This condition was waived due to the impact of the pandemic on assessment data. However, in 2019, 61% of NVA's students in grades K-8 made adequate academic growth in math (as compared to 40% in the district), which meets the terms of the condition.

Condition 2: Condition Waived

By June 30, 2021, at least fifty-nine percent (59%) of NVA's continuously enrolled students in grades K-8 will make adequate academic growth to achieve ELA proficiency on the ISAT within 3 years or by 10th grade, whichever comes first.

Status: This condition was waived due to the impact of the pandemic on assessment data. However, in 2019, 83% of NVA's students in grades K-8 made adequate academic growth in ELA, which meets the terms of the condition.

Condition 3: Condition Waived

By June 30, 2021, NVA's median student growth percentile in ISAT math, for continuously enrolled 10th grade students, will be thirty-six (36).

Status: This condition was waived due to the impact of the pandemic on assessment data. However, in 2019, NVA's median student growth percentile in math was 75, which meets the terms of the condition.

Condition 4: Condition Waived

By June 30, 2021, NVA's median student growth percentile in ISAT ELA, for continuously enrolled 10th grade students, will be thirty-five (35).

Status: This condition was waived due to the impact of the pandemic on assessment data. However, in 2019, NVA's median student growth percentile in ELA is 73, which meets the terms of the condition.

*The 2020-2021 Annual Report has been finalized by the
Idaho Public Charter School Commission staff.*

If you have any questions or comments, please contact
the IPCSC.



IDAHO PUBLIC CHARTER SCHOOL COMMISSION

304 N. 8th St. Ste.242

Boise, ID 83720

208-332-1561

pcsc@osbe.idaho.gov

VII. DIRECTOR COMPENSATION

SUBJECT

Director Compensation for Fiscal Year 2023.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5213

BACKGROUND

Statute allows the IPCSC to “appoint an agency director who shall receive such salary as shall be affixed by the Commission.”

DISCUSSION

The Governor issued a memo regarding change in compensation for employees on March 21, 2022. The memo includes a merit increase matrix based on the performance rating issued to the agency director by the Commission.

On April 14th, Commissioners completed an evaluation of the agency director’s performance and issued a rating of Exemplary Performance.

This was subsequently approved by the Governor’s Office and a change in employee compensation is to be effective for fiscal year 2023.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the hourly rate and equivalent salary as noted below.

COMMISSION ACTION

I move to approve an hourly rate of \$55.56 (annual salary of \$115,564.80) for Jenn Thompson as Director of the Idaho Public Charter School Commission, effective as of 6/12/2022.



Governor Brad Little

Memorandum

DATE: March 21, 2022

TO: Executive Branch Department Heads

CC: Lori A. Wolff, Administrator, Division of Human Resources
Alex J. Adams, Administrator, Division of Financial Management

FROM: Zach Hauge, Chief of Staff

SUBJECT: **Guidance for FY 2023 Change in Director Compensation**

FY 2023 Change in Employee Compensation

For FY 2023, the Legislature appropriated the following:

- A fully funded upward adjustment of the compensation schedule by 3% to provide a 3% ongoing salary increase for all permanent positions; and
- \$1.25 per hour increase for each permanent employee, to be distributed based on merit with flexibility as determined by agency directors.

Information regarding guidance and submission of CEC plans for agency employees was provided on March 11, 2022. Please let us know if you have any additional questions regarding guidance for your agency's CEC plan this year. Below is detailed information related specifically to directors' CEC implementation.

Directors' CEC – 3% Salary Increase

Since the 3% CEC salary increase is not based on merit, agencies should include directors' 3% salary increase when the agency implements this component of the CEC plan for the agency. Many agencies are planning to implement this component early. This increase does not require a performance evaluation or recommendation from board members or the Governor's Office, so the increase can be at the same time the agency implements the 3% increase for all employees.

Directors' CEC – Performance-Based Pay Increases

CEC Eligibility Requirements

- To receive a performance-based pay increase, directors will need to complete the SFY 2022 Director Employee Evaluation form and submit it their Governor's Office liaison for completion of a final rating and merit increase recommendation. Governor's Office staff will work with board chairs (when applicable) for coordinated assessments of director and agency head performance ratings. Final merit-based increases will be based on overall performance for SFY2022.
- Performance evaluations for directors have been modified this year to allow directors to provide a summary of their accomplishments, since we did not have time for goals to be set for SFY 2022. Attached is the final Director Employee Evaluation for SFY2022. Please complete this form and submit it to your Governor's Office liaison no later than **April 8, 2022**. The Governor's Office will work directly with board chairs for coordinated comments and finalization of performance evaluations and ratings.
- Governor's Office liaisons will coordinate performance evaluations and final ratings with board chairs (when applicable) and will complete comments and evaluations by **April 29, 2022**. Merit based increases will be determined in alignment with legislative intent language. The merit-based component will follow the matrix below. Merit based increases for directors will not be implemented until SFY 2023.

Matrix Requirements

The matrix for agency head merit increases will use the following matrix:

Performance Rating	Merit Based Increase
Achieves Performance	\$ 1.50
Solid Sustained Performance	\$ 1.75
Exemplary Performance	\$ 2.00

- Once final performance evaluations and ratings have been finalized, directors and agency heads will receive notification of final ratings and merit increases for SFY 2023. Merit based increases for directors will not be implemented until SFY 2023.

Thank you for support of this process. If you have any additional questions, please contact the Division of Human Resources or your Governor's Office liaison for further clarification.